



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**CITY COUNCIL MEETING**  
**MONDAY, JUNE 06, 2022**  
**7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular meeting of May 16, 2022.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing June 6-12, 2022 as Iowa Museum Week.
3. Proclamation recognizing June 19, 2022 as Juneteenth.

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

**Special Order of Business**

4. 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).
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 20, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution 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).
5. 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).
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 20, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution 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).

6. 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).
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 20, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution 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).
7. Public hearing on proposed plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 20, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving the plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project.

**Old Business**

8. Pass Ordinance #3011, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to the use and explosion of consumer fireworks within the city limits, upon its third & final consideration.
9. Pass Ordinance #3012, amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, upon its second consideration.

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

10. 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.
11. Receive and file Departmental Monthly Reports of April 2022.
12. 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.

13. 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.

**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.)

- 14. Resolution approving and adopting the City's FY2023 Fee Schedule.
- 15. Resolution approving and adopting a revised job classification for the position of Public Works & Parks Supervisor.
- 16. Resolution approving and adopting the FY2023 Payroll Resolution.
- 17. Resolution 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.
- 18. Resolution 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.
- 19. Resolution 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.
- 20. Resolution designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.
- 21. Resolution approving and authorizing execution of an Agreement for Lease of Artwork with Amelia Gotera relative to placement of a sculpture at 311 Main Street.
- 22. Resolution approving a revised preliminary plat of West Fork Crossing.
- 23. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY2023 Community Betterment Grant.
- 24. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Valley Soccer Club relative to an FY2023 Community Betterment Grant.
- 25. Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY2023 Community Betterment Grant.
- 26. Resolution approving and authorizing execution of an Agreement in Support of Grow Cedar Valley relative to an FY2023 Community Betterment Grant.

- [27.](#) Resolution approving and authorizing execution of an Agreement in Support of the Volunteer Center of Cedar Valley relative to an FY2023 Community Betterment Grant.
- [28.](#) Resolution approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY2023 Community Betterment Grant.
- [29.](#) Resolution 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.
- [30.](#) Resolution 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.
- [31.](#) Resolution 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.
- [32.](#) Resolution 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).
- [33.](#) Resolution approving and accepting the contract and bond of Owen Contracting, Inc. for the 2022 Alley Reconstruction Project.
- [34.](#) Resolution 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.
- [35.](#) Resolution 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.
- [36.](#) Resolution 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.

#### **Allow Bills and Claims**

- [37.](#) Allow Bills and Claims for June 6, 2022.

#### **City Council Referrals**

#### **City Council Updates**

#### **Staff Updates**

#### **Adjournment**

**COMMUNITY CENTER  
CEDAR FALLS, IOWA, MAY 16, 2022  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Absent: deBuhr.

53815 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of May 2, 2022 be approved as presented and ordered of record. Motion carried unanimously.

53816 - City Clerk Danielsen announced that Item #16 on the Resolution Calendar was being removed from the agenda.

53817 - Mayor Green read the following proclamations:

Proclamation recognizing May 15-21, 2022 as National Public Works Week. Public Works Director Chase Schrage accepted and commented.

Mayor Green introduced T.J. Warren who spoke about neurofibromatosis and the Children's Tumor Foundation and announced events to raise awareness and funding.

53818 - Rick Sharp, 1623 Birch Street, requested either an additional public forum at the end of meetings or an opportunity to ask additional questions prior to voting on items; and about Cedar Falls having its own fireworks show.

53819 - It was moved by Sires 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 second consideration. Roger White, 2303 Greenwood Avenue, and Tim Houts, 2128 Pleasant Drive, spoke in opposition to the proposed ordinance and Mr. Houts submitted a petition signed by veterans in the Cedar Valley. Justin Bartlett, 4922 Addison Drive, spoke in support of a limited window for fireworks usage. Rick Sharp, 1623 Birch Street, expressed concerns with enforcement. Following questions and comments by Councilmembers Kruse, Harding, Schultz and Dunn, and responses by Mayor Green, City Attorney Rogers and Acting Public Safety Director Berte, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Harding, Ganfield, Sires, Dunn. Nay: Kruse. Motion carried.

53820 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

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

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

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

- a) Fireworks – Joint discussion with Waterloo elected officials.

Receive and file the City Council Committee of the Whole minutes of May 2, 2022 relative to the following items:

- a) Storm Water Rate Increases.
- b) Standing Committee Customary Procedures.

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

- a) Buzz Smoke & Vapor, 2125 College Street Suite A.
- b) Cloud 9 Glass & Novelty, 2125 College Street Suite C.
- c) Fleet Farm, 400 West Ridgeway Avenue.
- d) Fleet Farm Fuel, 108 West Ridgeway Avenue.
- e) Hansen's Dairy, 123 East 18th Street.
- f) Happy's Wine & Spirits, 5925 University Avenue.
- g) Hy-Vee, 6301 University Avenue.
- h) Hy-Vee Fast and Fresh, 6527 University Avenue.
- i) Mini Mart, 1420 West 1st Street.
- j) Murphy USA, 518 Brandilynn Boulevard.
- k) Prime Mart, 2728 Center Street.
- l) Walmart, 525 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

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

Motion carried unanimously.

53821 - It was moved by Kruse and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #22,772, naming Official Depositories for the City of Cedar Falls.

Resolution #22,773, approving and adopting the City's FY23 Appropriations Resolution.

Resolution #22,774, approving and authorizing execution of a Lease for vacant city-owned property located at 2517 Cedar Heights Drive.

Resolution #22,775, approving and authorizing execution of Amendment Number One to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Voluntary Property Acquisition Program funded through the Hazard Mitigation Grant Program relative to the Northern Cedar Falls Flood Buyout

Resolution #22,776, approving The Cove at Spruce Hills Plat 1 Minor Plat.

Resolution #22,777, approving a Planned Residence (RP) Zoning District site plan relative to a proposed multi-residential development in the vicinity of Greenhill Road and Spruce Hills Drive.

Resolution #22,778, receiving and filing, and approving and accepting the bid of Owen Contracting, Inc., in the amount of \$508,133.06, for the 2022 Alley Reconstruction Project.

Resolution #22,779, approving and accepting the contract and bond of Peterson Contractors, Inc. for the West 27th Street Reconstruction Project.

Resolution #22,780, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with The Cove at Spruce Hills, LLC relative to a post-construction stormwater management plan for The Cove at Spruce Hills.

Resolution #22,781, approving and accepting the contract and bond of Aspro, Inc. for the College Hill Parking Lot Improvements Project.

Resolution #22,782, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with AECOM Technical Services, Inc. for acquisition services relative to the North Cedar Heights Area Reconstruction Project - Phases I and II.

Resolution #22,783, approving and authorizing execution of twenty-seven Owner Purchase Agreements, and approving and accepting twenty-seven Temporary Construction Easements, in conjunction with the Center Street Corridor Streetscape Project.

Resolution #22,784, receiving and filing, and setting June 6, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Center Street Corridor Streetscape Project.

Resolution #22,785, setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), and providing for publication of notice thereof.

Resolution #22,786, setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$600,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-1), and providing for publication of notice thereof.

Resolution #22,787, setting June 6, 2022 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes for general corporate purposes (GCP-2), and providing for publication of notice thereof.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Ganfield, Harding, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,772 through #22,787 duly passed and adopted.

- 53822 - It was moved by Kruse and seconded by Harding that Resolution #22,788, approving the Cedar Falls Bicycle Plan, be adopted. Following comments by Councilmember Kruse, questions by Rick Sharp, 1623 Birch Street, and responses by Planner I Sevy, Mayor Green and Councilmember Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #22,788 duly passed and adopted.
- 53823 - It was moved by Harding and seconded by Dunn that Ordinance #3012, amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, be passed upon its first consideration. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed ordinance. Following due consideration by the Council, the Mayor the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Dunn. Nay: Sires. Motion carried.
- 53824 - It was moved by Kruse and seconded by Harding that the bills and claims of May 16, 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: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 53825 - It was moved by Harding and seconded by Ganfield to schedule a special council meeting in May for the 3<sup>rd</sup> and final consideration of Ordinance #3011 relative to fireworks usage. Following comments and questions by Councilmembers Harding, Dunn, Schultz and Kruse, and responses by Mayor Green, Acting Public Safety Director Berte, City Attorney Rogers and City Administrator Gaines, Councilmember Harding withdrew his motion.
- 53826 - Mayor Green announced the Peace Officer Memorial Service on May 17, 2022, and recognized this week as Police Week.

53827 - It was moved by Kruse and seconded by Harding to adjourn to Executive Session to discuss performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i) and City Code Section 2-217. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:15 P.M.

Mayor Green reconvened the Council meeting at 9:49 P.M.

53828 - It was moved by Harding and seconded by Ganfield that the meeting be adjourned at 9:50 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600



## IOWA MUSEUM WEEK

JUNE 6 – 12, 2022

**WHEREAS**, the Iowa Museum Association has developed Iowa Museum Week to advocate statewide for museum appreciation, support and attendance in our state; and

**WHEREAS**, our local museums include the Ice House Museum, Victorian Home, Little Red Schoolhouse, Behrens Rapp Station, the Hearst Center for the Arts, UNI Museum, UNI Gallery of Art, Hartman Reserve Nature Center, Cedar Valley Arboretum & Botanic Garden, Grout Museum District, John Deere Tractor & Engine Museum, Dan Gable Wrestling Museum, and Waterloo Center for the Arts; and

**WHEREAS**, these museums play a crucial role in preserving the historical fabric, natural resources, identity and memory of our community through the careful stewardship of art, artifacts, archives, the built environment, flora, fauna, and historic sites; and

**WHEREAS**, museums provide educational resources and programs which support educators, expand learning opportunities for all ages, and provide active learning environments; and

**WHEREAS**, Iowa’s museums enrich our communities and contribute to the state economy through job creation, industry attraction, and worker retention; the purchase of goods and services; and as leading visitor destinations, attract tourism revenue to their communities; and

**WHEREAS**, the Cedar Falls Historical Society is embarking on a \$1.5M capital campaign to construct a new two-story museum space which will showcase Cedar Falls’ unique business, industry, agriculture, and transportation history; and

**WHEREAS**, educating young people about the heritage of Cedar Falls is critical for retaining these young residents into adulthood, and fostering their civic spirit and pride for a lifetime;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim June 6-12, 2022 as **Iowa Museum Week** in Cedar Falls and encourage residents to celebrate by visiting our local museums, by becoming paid members, and by supporting Cedar Falls Historical Society’s tax-deductible capital campaign at [www.cfhistory.org/take-action](http://www.cfhistory.org/take-action).



Signed this 31<sup>st</sup> day of May, 2022.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600



## JUNETEENTH – FREEDOM DAY

JUNE 19, 2022

**WHEREAS**, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring all enslaved people in the Confederacy “shall be then, thenceforward, and forever free”; and

**WHEREAS**, on June 19, 1865, Union soldiers arrived in Galveston, Texas, deep in the former Confederacy, to proclaim the end of slavery to the enslaved people of that region; and

**WHEREAS**, June 19<sup>th</sup> is celebrated as *Juneteenth – National Freedom Day* each year by descendants of more than four million enslaved people, to commemorate the end of American slavery; and

**WHEREAS**, after 250 years of institutionalized slavery, descendants of these enslaved people have faced oppression through segregation, red-lining, racial profiling, and other injustices; and

**WHEREAS**, healing and reconciliation from the trauma of slavery and its repercussions can only occur through open, frank dialogue, and a recognition of the dangers and damages caused by continued racism -- both overt and subtle; and

**WHEREAS**, the State of Iowa recognizes Juneteenth as an official state holiday; and

**WHEREAS**, the Cedar Valley is home to a richly diverse community committed to the health, safety, and well-being of every one of its members, we as the Citizens of Cedar Falls stand in solidarity with those pursuing equality, inclusion, and justice in their homes, workplaces, and communities in our region, across our state and nation, and around the world; and

**WHEREAS**, Juneteenth offers residents of Cedar Falls an opportunity to reflect and act on our individual and community responsibility to ensure justice for every member of society;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim June 19, 2022 as **Juneteenth** in Cedar Falls and encourage residents to celebrate the end of American slavery, work to end continued inequalities and discrimination, and to actively participate in Juneteenth commemoration events both physical and virtual in Black Hawk County and beyond.



Signed this 31<sup>st</sup> day of May, 2022.

Mayor Robert M. Green



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Green & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 17, 2022  
**SUBJECT:** 2022 Bond Sales

On July 18<sup>th</sup>, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects as outlined on the City's Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose. The amounts are as follows:

- Essential Corporate Purpose in an amount not to exceed \$3,200,000. These proceeds are anticipated to finance various City capital projects as follows:
  - Lake Street Trail
  - Sidewalk Reconstruction
  - Trail & Infrastructure Oversizing
  - Slope Repair
  - Cedar Heights Drive Reconstruction
  - Greenhill Rd & South Main Intersection
  - Main Street Reconstruction
  - West 1<sup>st</sup> St.
  - West 22<sup>nd</sup> St.
  - West 27<sup>th</sup> St.
  - Bunker Gear
  
- General Corporate Purpose in an amount not to exceed \$600,000. These proceeds are anticipated to finance various City capital projects as follows:
  - Cameras
  - Financial System
  - Annual Street Repair Program – Amenities
  
- General Corporate Purpose in an amount not to exceed \$700,000. These proceeds are anticipated to finance various City capital projects as follows:
  - Cedar River Safety & Recreational River Improvements

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

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

Not to exceed \$3,200,000 General Obligation Capital Loan Notes (ECP)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 6, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert M. Green, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 384.24A and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP)", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$3,200,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (ECP)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$3,200,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, and has

considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$3,200,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6<sup>th</sup> day of June, 2022.

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

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk  
City of Cedar Falls, State of Iowa

(SEAL)

02055066-1\10283-185

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

Not to exceed \$600,000 General Obligation Capital Loan Notes (GCP-1)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 6, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at 7:00 P.M. on the above date. There were present Mayor Robert M. Green, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$600,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements, for general corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24A and 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$600,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-1)", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$600,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-1)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$600,000 General Obligation Capital Loan Notes, for the general corporate purposes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$600,000 General Obligation Capital Loan Notes, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6<sup>th</sup> day of June, 2022.

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

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk  
City of Cedar Falls, State of Iowa

(SEAL)

02055069-1\10283-185

**ITEMS TO INCLUDE ON AGENDA**  
**CITY OF CEDAR FALLS, IOWA**

Not to exceed \$700,000 General Obligation Capital Loan Notes (GCP-2)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 6, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Community Center, 528 Main Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert M. Green, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project, for general corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24A and 384.26 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, in the manner provided by Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-2)", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES (GCP-2)

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for the general corporate purposes, in order to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$700,000 General Obligation Capital Loan Notes, for the foregoing general corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 6<sup>th</sup> day of June, 2022.

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

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jacqueline Danielsen, City Clerk  
City of Cedar Falls, State of Iowa

(SEAL)

02055080-1\10283-185

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
***Engineering Division***

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 25, 2022

**SUBJECT:** Center Street Corridor Streetscape Project  
City Project Number: MC-000-3206  
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for 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 total estimated cost for the construction of this project is \$1,130,649.00. The project will be funded by Emergency Reserve, Storm Water Fund, Cedar Falls Utilities, and Private Contribution.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Center Street Corridor Streetscape Project.

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



**100% PLAN OPINION OF PROBABLE CONSTRUCTION COSTS**  
**CITY OF CEDAR FALLS**  
**CENTER STREET CORRIDOR STREETScape PROJECT**  
 City Project Number MC-000-3206  
 3/28/2022



Bid Date: 4/22/2022

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 (City Funding)		TOTAL	
					QUANTITY	SUBTOTAL	QUANTITY	PRICE
1	2010-108-D-2	TOPSOIL, COMPOST-AMENDED	CY	\$ 95.00	672	\$ 63,840.00	672	\$ 63,840.00
2	2010-108-D-3	TOPSOIL, OFF-SITE	CY	\$ 25.00	315	\$ 7,875.00	315	\$ 7,875.00
3	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 25.00	910	\$ 22,750.00	910	\$ 22,750.00
4	2010-108-J-0	SUBBASE, GRANULAR 6"	SY	\$ 10.00	3140	\$ 31,400.00	3140	\$ 31,400.00
5	SUPPLEMENTAL	BIOCELL AGGREGATE BACKFILL	CY	\$ 15.00	217	\$ 3,255.00	217	\$ 3,255.00
6	SUPPLEMENTAL	SHOULDER GRAVEL REMOVAL	LS	\$ 140,000.00	1	\$ 140,000.00	1	\$ 140,000.00
7	4020-108-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	\$ 100.00	250	\$ 25,000.00	250	\$ 25,000.00
8	4020-108-D-0	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	LF	\$ 60.00	76	\$ 4,560.00	76	\$ 4,560.00
9	4040-108-A-0	SUBDRAIN, PERFORATED HDPE, 6"	LF	\$ 18.00	1295	\$ 23,310.00	1295	\$ 23,310.00
10	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	EA	\$ 1,000.00	12	\$ 12,000.00	12	\$ 12,000.00
11	4040-108-D-0	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	EA	\$ 300.00	7	\$ 2,100.00	7	\$ 2,100.00
12	SUPPLEMENTAL	CURB OUTLETS, NEENAH R-3262-3	EA	\$ 250.00	37	\$ 9,250.00	37	\$ 9,250.00
13	6010-108-B-0	INTAKE, SW-512, 24"	EA	\$ 5,500.00	3	\$ 16,500.00	3	\$ 16,500.00
14	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,500.00	10	\$ 15,000.00	10	\$ 15,000.00
15	6010-108-E-0	INTAKE ADJUSTMENT, MINOR	EA	\$ 1,500.00	6	\$ 9,000.00	6	\$ 9,000.00
16	6010-108-H-0	REMOVE INTAKE	EA	\$ 2,500.00	2	\$ 5,000.00	2	\$ 5,000.00
17	7010-108-A-0	PAVEMENT, PCC, 8"	SY	\$ 60.00	1052	\$ 63,120.00	1052	\$ 63,120.00
18	7010-108-E-0	CURB AND GUTTER, 2.0', 8"	LF	\$ 60.00	1060	\$ 63,600.00	1060	\$ 63,600.00
19	7030-108-C-0	SHARED USE PATH, PCC, 6"	SY	\$ 45.00	484	\$ 21,780.00	484	\$ 21,780.00
20	7030-108-E-0	SIDEWALK, PCC, 5 IN	SY	\$ 45.00	1212	\$ 54,540.00	1212	\$ 54,540.00
21	7030-108-E-0	SIDEWALK, PCC, 6 IN	SY	\$ 50.00	77	\$ 3,850.00	77	\$ 3,850.00
22	7030-108-G-0	DETECTABLE WARNING	SF	\$ 45.00	473	\$ 21,285.00	473	\$ 21,285.00
23	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6"	SY	\$ 45.00	1160	\$ 52,200.00	1160	\$ 52,200.00
24	7040-108-A-0	FULL DEPTH PATCHES, HMA	TON	\$ 125.00	50	\$ 6,250.00	50	\$ 6,250.00
25	7040-108-H-0	PAVEMENT REMOVAL	SY	\$ 20.00	3870	\$ 77,400.00	3870	\$ 77,400.00
26	SUPPLEMENTAL	ACCENT PAVERS	SF	\$ 15.00	4887	\$ 73,305.00	4887	\$ 73,305.00
27	SUPPLEMENTAL	EDGE RESTRAINT, PCC, 8"	LF	\$ 25.00	510	\$ 12,750.00	510	\$ 12,750.00
28	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$ 25,000.00	1	\$ 25,000.00	1	\$ 25,000.00
29	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	\$ 500.00	13	\$ 6,500.00	13	\$ 6,500.00
30	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
31	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TEMPORARY, TYPE 4	AC	\$ 3,500.00	2	\$ 7,000.00	2	\$ 7,000.00
32	9030-108-A-0	PLANTS WITH WARRANTY, TREES	EA	\$ 500.00	15	\$ 7,500.00	15	\$ 7,500.00
33	9030-108-B-0	PLANTS WITH WARRANTY, #SP5 CONTAINER (BIOCELL EDGE)	EA	\$ 15.00	1985	\$ 29,775.00	1985	\$ 29,775.00
34	9030-108-B-0	PLANTS WITH WARRANTY, 1 GAL. CONTAINER (BIOCELL BOTTOM)	EA	\$ 28.00	816	\$ 22,848.00	816	\$ 22,848.00
35	9040-108-A-1	SWPPP PREPARATION	LS	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00
36	9040-108-A-2	SWPPP MANAGEMENT	LS	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
37	9040-108-F-1	WATTLE, STRAW, 9"	LF	\$ 2.50	1326	\$ 3,315.00	1326	\$ 3,315.00
38	9040-108-F-2	WATTLE, REMOVAL	LF	\$ 1.00	1326	\$ 1,326.00	1326	\$ 1,326.00
39	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	\$ 150.00	4	\$ 600.00	4	\$ 600.00
40	2523-0000100	LIGHTING POLES	EA	\$ 2,000.00	19	\$ 38,000.00	19	\$ 38,000.00
41	2523-0000200	ELECTRICAL CIRCUITS	LF	\$ 15.00	1735	\$ 26,025.00	1735	\$ 26,025.00
42	11010-108-A	CONSTRUCTION SURVEY	LS	\$ 12,000.00	1	\$ 12,000.00	1	\$ 12,000.00
43	11020-108-A	MOBILIZATION	LS	\$ 40,000.00	1	\$ 40,000.00	1	\$ 40,000.00
44	11030-108-A	MAINTENANCE OF POSTAL SERVICE	LS	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
45	11050-108-A-0	CONCRETE WASHOUT	LS	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
<b>SUBTOTAL CONSTRUCTION</b>						<b>\$ 1,076,809.00</b>		<b>\$ 1,076,809.00</b>
CONTINGENCIES (5%)								\$ 53,840.00
<b>CONSTRUCTION TOTAL</b>								<b>\$ 1,130,649.00</b>
<b>TOTAL PROJECT COST</b>								<b>\$ 1,130,649</b>

Optional Added Construction      Shoulder Gravel Removal between south end of Center Street project to Cedar River Bridge (included)

Notes      1) City CIP Budget: \$1,375,000

## ORDINANCE NO. 3011

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

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

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

### **Sec. 16-24. – Fireworks.**

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

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

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

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

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

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

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

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

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

(b) *Prohibitions and use.*

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

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

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

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

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

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

(d) *Enforcement.*

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

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

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

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

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

INTRODUCED: \_\_\_\_\_ May 2, 2022 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 2, 2022 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 16, 2022 \_\_\_\_\_

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

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

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

ATTEST:

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

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

**Sec. 16-24. – Fireworks.**

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

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

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

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

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

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

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

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

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

(b) *Prohibitions and use.* ~~It shall be unlawful for any person to use or explode consumer fireworks within the city limits. It shall be unlawful for any person to use or explode display fireworks within the city limits, unless a permit is properly obtained as set forth in subsection (d) of this section.~~

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

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

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

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

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

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

(d) Enforcement.

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

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

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

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

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

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

INTRODUCED: \_\_\_\_\_ May 2, 2022 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 2, 2022 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 16, 2022 \_\_\_\_\_

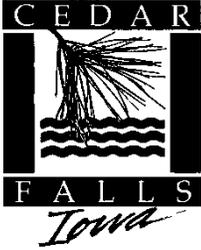
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

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

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

ATTEST:

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



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 9.

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 17, 2022  
**SUBJECT:** Storm Water Rate Increases

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

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

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

(1) *Residential property.*

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

Effective Date of Rate	Rate
July 1, <del>2021</del> <sup>06</sup>	\$ <del>3.65</del> <sup>00</sup> per month
July 1, <del>2018</del> <sup>22</sup>	\$ <del>3.91</del> <sup>15</sup> per month
July 1, <del>2019</del> <sup>23</sup>	\$ <del>4.18</del> <sup>33</sup> per month
July 1, 202 <del>0</del> <sup>4</sup>	\$ <del>4.47</del> <sup>34</sup> per month
July 1, 202 <del>1</del> <sup>5</sup>	\$ <del>4.78</del> <sup>36</sup> per month
<u>July 1, 2026</u>	<u>\$5.12 per month</u>

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

Effective Date of Rate	Rate
July 1, 2021 <del>06</del>	\$3. <del>6500</del> per month
July 1, 2022 <del>18</del>	\$3. <del>9115</del> per month
July 1, 2023 <del>19</del>	\$ <del>4.183-31</del> per month
July 1, 202 <del>40</del>	\$ <del>4.473-48</del> per month
July 1, 202 <del>51</del>	\$ <del>4.783-65</del> per month
<u>July 1, 2026</u>	<u>\$5.12 per month</u>

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

Effective Date of Rate	Base Rate	1st 10,000 square feet of impervious area	Each additional 10,000 square feet of impervious area
July 1, 2021 <del>06</del>	\$3. <del>6500</del> per month	\$ <del>6.085-00</del> per month	\$ <del>6.085-00</del> per month
July 1, 2022 <del>18</del>	\$3. <del>9115</del> per month	\$ <del>6.515-25</del> per month	\$ <del>6.515-25</del> per month
July 1, 2023 <del>19</del>	\$ <del>4.183-31</del> per month	\$ <del>6.975-51</del> per month	\$ <del>6.975-51</del> per month
July 1, 202 <del>40</del>	\$ <del>4.473-48</del> per month	\$ <del>7.465-79</del> per month	\$ <del>7.465-79</del> per month
July 1, 202 <del>51</del>	\$ <del>4.783-65</del> per month	\$ <del>7.986-08</del> per month	\$ <del>7.986-08</del> per month
<u>July 1, 2026</u>	<u>\$5.12 per month</u>	<u>\$8.54 per month</u>	<u>\$8.54 per month</u>

(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 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 16, 2022  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

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

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

## MEETING OF STANDING COMMITTEES

Community Center

May 16, 2022

The Community Relations & Planning Committee met at the Community Center at 5:10 p.m. on May 16, 2022, with the following Committee persons in attendance: Chair Dustin Ganfield and Councilmembers Kelly Dunn, Simon Harding, Daryl Kruse, Gil Schultz and Dave Sires. Absent: Susan deBuhr. Staff members from all City Departments and members of the community attended in person.

Chair Ganfield called the meeting to order and introduced the first item on the agenda, Resilience Plan – Final Report and introduced Planner III Thomas Weintraut. Mr. Weintraut introduced Doug Pierce of Perkins & Will. Mr. Pierce gave an overview of the planning process that included online workshops, town hall meetings, surveys and worksheets. The purpose of this plan is to provide an action guide that not only utilizes existing community plans and actions, but also seeks community involvement to identify additional actions needed to improve our prosperity and stability. Mr. Pierce explained the actions are focused on Local Economics & Community, Weather & Nature, as well as Energy & Mobility. Mr. Pierce explained the benefits of the City of Cedar Falls, University of Northern Iowa and Black Hawk County working together to benefit the community that included flooding and stormwater, mobility, environment, waste reduction and energy reduction. Mr. Pierce informed Councilmembers that not all action items have to be selected; individual action items can be selected. Councilmember Kruse expressed concerns about the consultant figures. There was council consensus to receive and file the report at the next City Council meeting. Following additional discussion, councilmembers then voted to also have an agenda item to adopt the report. Motion carried 4-2, with Kruse and Sires voting nay. Mike Litterer with Cedar Falls Utilities read a letter in support of the Resilience Plan from Steven Bernard, General Manager/CEO of Cedar Falls Utilities and MaraBeth Soneson Chair, Board of Trustees of Cedar Falls Utilities.

Chair Ganfield moved to the second item on the agenda, River Placemaking Proposal & Destination Iowa Grant Opportunities and introduced Grow Cedar Valley Senior Program Director Danny Laudick and INRCOG Community Planner Isaiah Corbin. Mr. Laudick explained the State of Iowa has recently made some funding available. This funding would help transform the Cedar River into a recreational asset for Waterloo and Cedar Falls. Mr. Laudick explained that Destination Iowa is the name of the funding source that include four different funding programs, economically significant development, outdoor recreation, tourism attraction and creative placemaking. Mr. Laudick stated applications opened on May 9<sup>th</sup> and they will be accepted until the funds are expended, projects must be fully contracted by end of 2024 and funds must be fully expended by the end of 2026. Mr. Laudick stated the Cedar Falls whitewater course will not be included since it's already been implemented and funded. Mr. Laudick introduced Mr. Corbin. Mr. Corbin gave an overview of the anchor projects that included a Waterloo whitewater course, 4<sup>th</sup> Street bridge lighting & towers, Waterloo hard court indoor tournament center, river road parkway, Cedar Falls multimodal parking ramp and Center Street and Main Street bridge lighting. Mr. Corbin introduced Cary Darrah, President & CEO of Grow Cedar Valley. Ms. Darrah stated this project could be regionally transformational and a beneficial collaborative between Waterloo and Cedar Falls. Mr. Corbin outlined the timeline: May, finalize vision & framework, opportunities analysis, develop supporting graphics; June, finalize opportunities and phasing and implementation plan. Councilmember Harding asked about stipulations of grant and any stipulations on the funding source; Mr. Corbin talked about the 60 (City portion)/40 (Destination Iowa Grant portion) and no stipulations on the funding source. Councilmembers will see resolutions on the agenda for this project in the future.

Meeting adjourned at 6:24 p.m.

Minutes by Kim Kerr, Administrative Supervisor



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

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

Item 11.

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** May 27, 2022  
**SUBJECT:** Departmental Monthly Reports Submission – April 2022

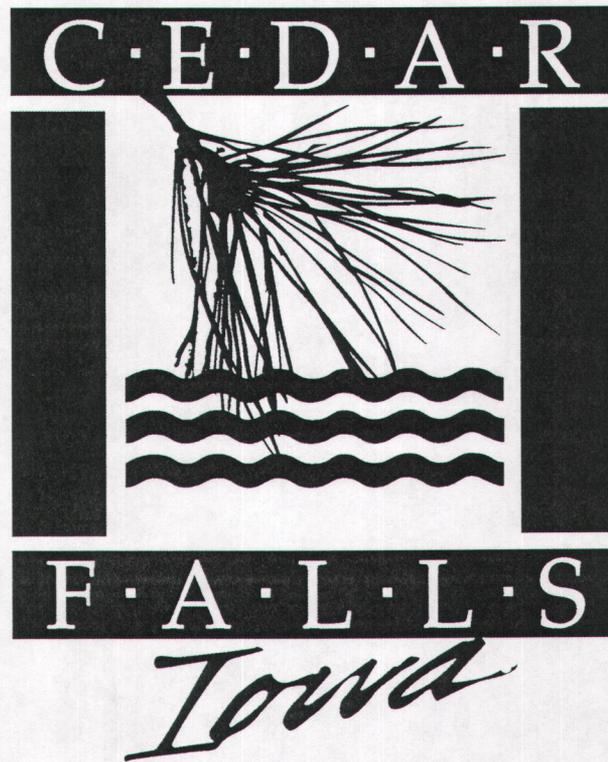
Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



April 2022

**APRIL 2022 MONTHLY REPORTS**  
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**FINANCIAL SERVICES**  
**April 2022**

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$64,436,370 invested in CD's and \$40,000,000 in a liquid money market.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	1	\$4,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	1	10,000,000.00
PFMM Withdrawal	1	4,000,000.00
CD/Investment Interest		\$78,607.55

**FY22 Budget**

We received Departmental amendments to the FY22 Budget from each department in April. The certification resolution was published April 20, 2022 and the public hearing was set for May 2, 2022.

**Miscellaneous Financial Activities**

For April, 28 payroll checks and 690 direct deposits were processed. Accounts receivable were processed and 228 invoices were mailed out to customers. 1,495 transactions for accounts payable were processed and approved by the City Council for payment and 479 checks were mailed out to vendors.

## HUMAN RESOURCES April 2022

### **SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meeting held April 6<sup>th</sup> and 20<sup>th</sup>
- Reviewed seven contracts/agreements for required insurance
- Distracted Driver Training was provided to City employees
- Harassment Prevention Training was provided to City employees
- Several HR staff members attended an Employment Law training/seminar
- Review and follow-up of eight public event permits
- FBO scoring team reviewing vendor proposals for the potential Enterprise Resources Planning (ERP) system. Scoring meeting set for May 2022
- New job classification drafted for DEI position
- Recruitment/Employment tasks related to:
  - FT positions: Community Services Coordinator, Cultural Programs Supervisor, Engineering Technician II, Equipment Mechanic, Land Surveyor, Maintenance Worker, Public Safety Director, Public Safety Officer, and Recreation & Community Programs Manager
  - PT positions: Community Service Officer, Laborer, Library Assistants (Community Center & Reference), Library Intern, Maintenance Worker, and Office Assistant (Police Records)
  - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Aquatics, Engineering Intern, Planning & Community Services Intern, Recreation Front Desk, Recreation Programming, Hearst Front Desk Assistant, Hearst Youth Instructor, Seasonal Laborers, and contracted Custodians)

### **BENEFITS & COMPENSATION**

- Staff met virtually with Holmes Murphy regarding renewal information and final rates for the City's health, dental, long term disability, and life insurance plans for fiscal year 2023. Holmes Murphy also presented information on rates and coverage possibilities if the City should decide to introduce voluntary life insurance and/or voluntary short term disability insurance. Final paperwork for the renewal will be sent out to the City to complete in May. Stop loss coverage rates were also presented to the City at this meeting.
- HR Staff distributed memo communicating Wellness Program rates for employees, retirees, eligible police reserves, and elected officials.

### **CIVIL SERVICE COMMISSION**

- Preparations for and follow up to the April 6 and 27 meetings were completed
- Engineering Technician II, Equipment Mechanic, and Land Surveyor candidates were certified
- The Cultural Programs Supervisor testing process, candidate selection rubric, questionnaire, and rating form for were forwarded to Carlson Dettmann for review and final versions were approved by the Civil Service Commission

### **HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the March 30<sup>th</sup> and April 6<sup>th</sup> Executive Committee and April 11<sup>th</sup> main Commission meetings were completed

## Finance and Business Operations Information Systems Division Monthly Report April 2022

### Summary of projects, training and staff activities

- Migration of old documents into the new system is complete, all users have been trained. We continues
- City Hall Remodel:
  - We met in the council chambers to discuss rewiring need for the dias.
  - Also discussed Sturgis Falls parade coverage cable runs for Channel 15 needed by June 1.
- The City IT department will begin supporting the library. In order to support the library we needed to create a new server for library files and migrate all of their network files over to the City wide network. We've created new network accounts for all library employees on our Active Directory. This migration is an ongoing project the next items to move to the city network will be equipment used in the library itself for the purpose of supporting their patrons.

### Software Purchase/Installation/Upgrade Activities

- 64 software installations for 5 different departments
- 4 software upgrades were completed

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

- 19 new pieces of equipment purchased for 6 different departments and inventory.
- 6 new equipment installations for 5 different departments.

### Problem Resolution Activities & Assistance Activities

- 67 problem resolution or assistant activities took place for 10 different departments

### Graphic Design Activities

- **Hearst Center:** summer brochure, event posters, postcards, flier, image assistance, gallery guide changes
- **Tourism:** Sturgis Falls changes, new chrome icon design
- **Recreation Center:** stickers and updates to fiers
- **Other:** website updates, social media maintenance/graphics, business cards, promotional/communications graphics, laminating, website redesign assignments, Public Service week materials, contractor connections, Public Safety miscellaneous materials, Business and Industry Award

### Channel 15 Programming Activities

- Cable TV Summary of projects
  - This month we produced 6 public meetings, finished production of 6 videos for the annual Business & Industry Awards, broadcast live and recorded one musical concert for CF Schools, recorded two training sessions for city staff and 1 presentation for Community Main Street, and 4 high school sports productions.
  - Aired 4 new Panther Sports Talk show.
  - Produced 2 new City News show
  - Produced 3 versions of a promo for the Falls Aquatic Center.

- Began initial planning for Public Safety recruitment video.
- Continued weekly encoding and programming of church services for Public Access.
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Drone flights included:
  - Greenhill & Cedar Heights roundabout and road construction.
  - Cedar Heights to Viking Road construction
  - Greenhill Road and South Main Street roundabout construction
  - Downtown Sidewalk Streetscape Phase 2 construction
  - Target and Highway 58
  - Cedar Falls High School construction (new high school site)
  - Extended Technology Parkway development
- Facility Upgrades
  - Prepped for new permanent cable installs to two locations: (3rd & Clay Street and Overman Park Band Shell)
  - Began reorganization/layout of the Channel 15 Control Room.

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

- GIS Summary of projects
  - Continued to work with Water Rec to catalog all cctv documents
  - Worked with Engineering to update documents on Ashworth Dr extension
  - Worked with county dispatch to verify boundary issues
  - Worked with Fire to confirm school building details
  - Worked with Police to provide exhibits for upcoming trials
  - Updated 1,977 sanitary sewer service locations
  - Worked with Admin staff to resolve commercial licensing issues in lama
- Completed 3 web and database projects 2 for different departments
- Completed 4 different data requests for 3 different entities.
- Provided 5 new maps for 4 different departments.
- Created 32 new addresses

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
April 2022**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON:**

**Traffic Court:**

City Cases Filed: 196 (this number includes both City and State tickets)

Cases Set: 7 (Traffic) 0 (Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 6 agreements
- Administrative Policy No. 7 changes and drafting
- Aldrich School connections agreement review and drafting
- Fireworks ordinance amendment drafting

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
APRIL 2022**

**Public Records Activity**

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

Cedar Falls and Waterloo elected officials held a joint meeting on April 26<sup>th</sup> to discuss consistency in the use of consumer fireworks and enforcement in both cities.

Responded to fifteen (15) requests for public records.

**Licenses / Permits Processed & Issued**

81	Pet licenses
16	Paw Park permits
2	Poultry licenses
6	Public Event permits
2	Mobile Merchant permits
1	Sidewalk Café permit
1	Tables & Chairs permit
2	Tree Trimmer licenses
1	Cemetery Interment Right
9	Liquor licenses and beer/wine permits

Redesigned and drafted new agenda and web site formats to facilitate the reestablishment of standing council committees.

Prepared notices, receipted payments and filed outstanding assessments with the County Assessor for the annual sidewalk assessments for expenses incurred by the city to replace sidewalks adjacent to affected properties.

Staff attended Distracted Driver Training and Harassment Prevention Training.

University of Northern Iowa public administration student interns shadowed the public records and parking enforcement operations.

Staff participated in the City-wide clean-up effort on April 21<sup>st</sup>.

The unemployment rates for the month of March 2022 were 3.3% for the Waterloo-Cedar Falls Metropolitan Area, 3.3% in Iowa, and 3.8% in the U.S.

**Parking Activity**

Enforcement

1,250 Parking citations issued.  
\$10,794.00 Citations paid.

Collection Efforts

\$ 3,240.00 Collections from delinquent parking accounts.  
\$ 1,450.00 Vehicle immobilizations (29 vehicles).

Permits

\$ 2,140.00 Parking permits issued (62).

The Downtown & College Hill Districts Parking Technical Committee met in April to discuss parking and signage updates, and upcoming lot improvement projects.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
APRIL 2022**

**Library Activity**

<b>Usage Statistics</b>	<b>February 2022</b>	<b>March 2022</b>	<b>March 2021</b>
<b>Customer Count</b>	10,582	13,015	7,198
<b>Circulation</b>	31,000	36,827	31,911
<b>Event Attendance</b>	112	1,175	2,143

Special events in April included the following:

- Gardening Class: The Green, The Bad, and The Ugly of Lawns! With instructor Steven Eilers
- Virtual Field Trip with NASA's Chandra X-ray Observatory
- Retirement seminar with Mike Finley
- Cedar Valley's Youth Read author-in-residence program for 5<sup>th</sup> graders with author Sharon Draper

**Community Center Activity**

Programs at the Community Center included cards, billiards, senior fitness classes, and ceramics. Rentals in April included a stamp club and a baptism party. City meetings were held at the Community Center in April during the City Hall remodeling project.

Kate

Item 11.

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

Apr-22

Total for Month	\$8,150,206.00
Total for Fiscal Year	\$75,476,448.00
Total Same Month - LAST YEAR	\$92,243,897.00
Total for Fiscal Year - LAST YEAR	\$165,991,615.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	18	0	\$4,807,721.00	\$33,390.10	71	0	\$20,886,307.00	\$153,905.65
Multi-Family New Construction								
Res Additions and Alterations	69	0	\$1,162,548.00	\$18,787.75	615	0	\$9,055,837.00	\$141,308.40
Res Garages	9	0	\$352,940.00	\$3,635.00	43	0	\$1,051,427.00	\$13,689.00
Commercial/Industrial New Construction					5	0	\$30,820,372.00	\$136,734.50
Commercial/Industrial Additions and Alterations	12	0	\$1,671,591.00	\$10,585.00	95	0	\$13,411,411.00	\$77,322.95
Commercial/Industrial Garages	1	0	\$85,000.00	\$1,542.00	1	0	\$85,000.00	\$1,542.00
Churches					2	0	\$31,900.00	\$523.00
Institutional, Schools, Public, and Utility	4	0	\$70,406.00	\$1,209.00	10	0	\$134,194.00	\$1,902.00
Agricultural/Vacant								
Plan Review	9	0	\$0.00	\$3,198.00	78	0	\$0.00	\$125,857.00
<b>Total</b>	<b>122</b>	<b>0</b>	<b>\$8,150,206.00</b>	<b>\$72,346.85</b>	<b>920</b>	<b>0</b>	<b>\$75,476,448.00</b>	<b>\$652,784.50</b>

City of Cedar Falls  
 Community Development Services  
 Inspection Services Division

Monthly Report for:

Apr-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	61	0	\$0.00	\$5,027.80	473	0	\$0.00	\$42,456.60
Mechanical	86	0	\$0.00	\$12,276.00	768	0	\$0.00	\$68,918.00
Plumbing	77	0	\$0.00	\$11,420.00	659	0	\$0.00	\$54,768.50
Refrigeration					7	0	\$0.00	\$810.00
<b>Total</b>	<b>224</b>			<b>\$28,723.80</b>	<b>1907</b>			<b>\$166,953.10</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					5	0	\$0.00	\$750.00
Mechanical					2	0	\$0.00	\$300.00
Plumbing	2	0	\$0.00	\$300.00	6	0	\$0.00	\$900.00
Refrigeration								
<b>Total</b>	<b>2</b>			<b>\$300.00</b>	<b>13</b>			<b>\$1,950.00</b>

<b>Building Totals</b>	<b>122</b>	<b>0</b>	<b>\$8,150,206.00</b>	<b>\$72,346.85</b>	<b>920</b>	<b>0</b>	<b>\$75,476,448.00</b>	<b>\$652,784.50</b>
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<b>Grand Total</b>	<b>348</b>	<b>0</b>	<b>\$8,150,206.00</b>	<b>\$101,370.65</b>	<b>2840</b>	<b>0</b>	<b>\$75,476,448.00</b>	<b>\$821,687.60</b>
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**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
April 2022**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on April 13. All items on the April 27 agenda were deferred by the applicant.

<b>April 13, 2022 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
City of Cedar Falls	Cedar Falls Bicycle Plan Update	Approval	Approved
Midwest Development Co.	Wild Horse Ridge Fifth Addition Final Plat (Case #FP22-001)	Introduction and Discussion	Discussed and continued to next meeting
Brian Wingert	Minor Plat – The Cove at Spruce Hills (MP22-001)	Approval	Approved
Brian Wingert	RP Site Plan Review – The Cove at Spruce Hills (SP21-013)	Approval	Approved

**Group Rental Committee** – A meeting was held on April 19, 2022

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
721 W 20 <sup>th</sup> Street	1	Brian Wingert	4/unit	3/unit	4/19/2022	
1109 Main Street	3	Callum Hill Properties	2/unit 3/unit, and 2/unit	2/unit 2/unit and 2/unit	4/19/2022	
1139 Parker Street	1	Travis Carolan	4/unit	4/unit	4/19/2022	

**Board of Rental Housing Appeals** – No meeting was held.

**Board of Adjustment** – No meeting was held.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	4/5/2022	Staff provided an update that the P&Z vote on the Bike Plan will be on April 13 <sup>th</sup> . The Committee discussed the suggestion by a council member to consider bike routes on 11 <sup>th</sup> and 17 <sup>th</sup> instead of 12 <sup>th</sup> and 18 <sup>th</sup> on the Plan. Discussed May Bike Month activities, a small grant opportunity for research, Earth Day cleanup, the Bicycle Registration

		Program, Center Street Streetscape Plan, and the Resilience Plan. A significant amount of time was spent discussing the lack of a 1 <sup>st</sup> street crossing @ Division Street. In particular, the committee wanted to know what they could have done differently to influence the DOT to have included that pedestrian crossing in the 1 <sup>st</sup> street reconstruction. A project to assess the existence markings and signage across the network is still ongoing.
College Hill Partnership	N/A	No regular board meeting held in April.
Historic Preservation Commission	04/12/22	Mr. Randall Meyer and Rosemary Beach attended to advocate for saving buildings on the UNI campus (West Gym, Honors Cottage, and Seerley House). Commission provided update on the ongoing educational project for setting up house tour around Overman Park Neighborhood. They are working on a map and brochure for the public to reference for that tour. They are continuing to work on research for a pictorial timeline of the transformation of College Hill from the 1950s to today.
Housing Commission	4/19/22	Continued to discuss the Council Goals related to housing. Commission responded back to Mr. Brown asking for more details on the Workforce Housing Project proposal.
Community Main Street Design Committee	NA	No meeting was held in April.

**LAND USE INQUIRIES AND PERMITTING**

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

**OTHER PROJECTS FOR APRIL INCLUDED:**

- Bike Plan update project is in its final phase. The Bike Ped Committee recommended approval of the latest version of the plan map which was presented to the Planning and Zoning Commission in March and to Council in April. Council vote will take place in May.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- The Cedar Falls Resilience Plan was presented at a public meeting on April 12 at the Community Center.
- Riverwise Engineering is working on updating the design and project bids for the Cedar River Recreation Project.

- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Environmental reports have been reviewed for the North Cedar Hazard Mitigation Grant program and requests for proposals for asbestos testing services have been sent out.

**ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with several existing businesses regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Continued working on preparation of necessary legal documents for several proposed industrial park projects.
- Met with a Cedar Falls business regarding future expansion plans.
- Began working with Grow Cedar Valley on a new Livability Magazine annual publication for Cedar Falls and the Cedar Valley.
- Met with a new business looking to locate to Cedar Falls.
- Processed several annual tax rebate payments for businesses with active rebate agreements.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.

**CDBG**

- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Work with City of Waterloo to work out the scope and funding for the Consolation Plan.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	495	<b>Rent Subsidies (HAP payments)</b>	\$99,774
<b>New Applications Taken</b>	25	<b>Utility Payments</b>	\$ 1,070
<b>Units under Contract</b>	201	<b>Admin Fees</b>	\$ 14,844
<b>Initial Vouchers Issued</b>	2		
<b>Current Open Vouchers</b>	5	<b>Lease Up Goal</b>	220
<b>New Admissions</b>	1		

**Ongoing**

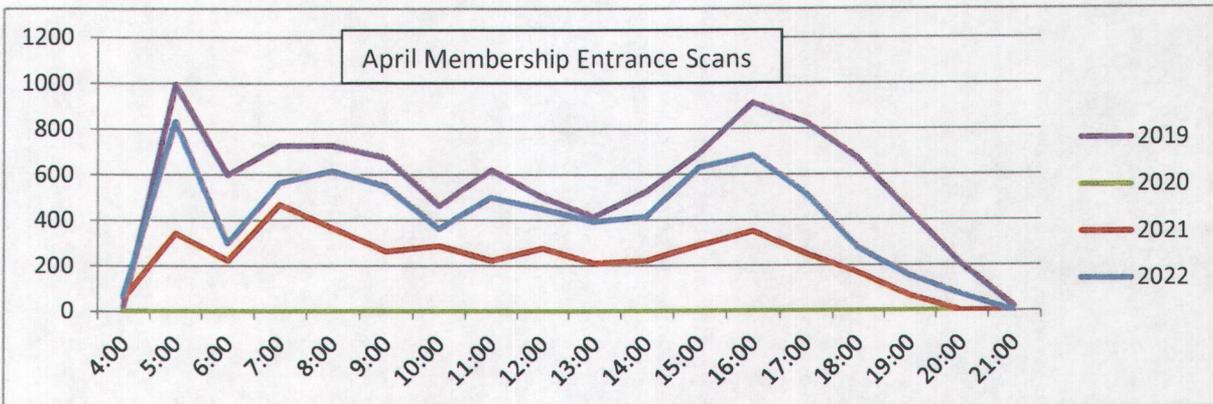
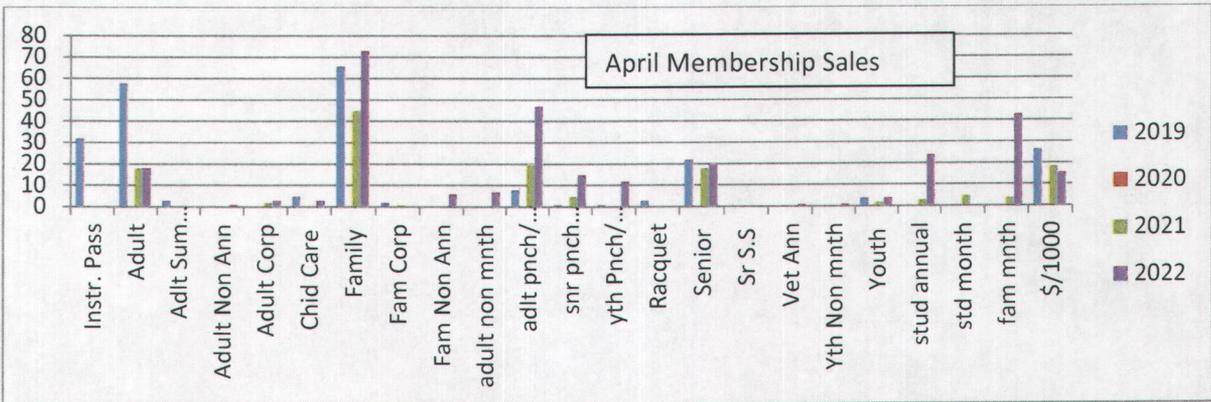
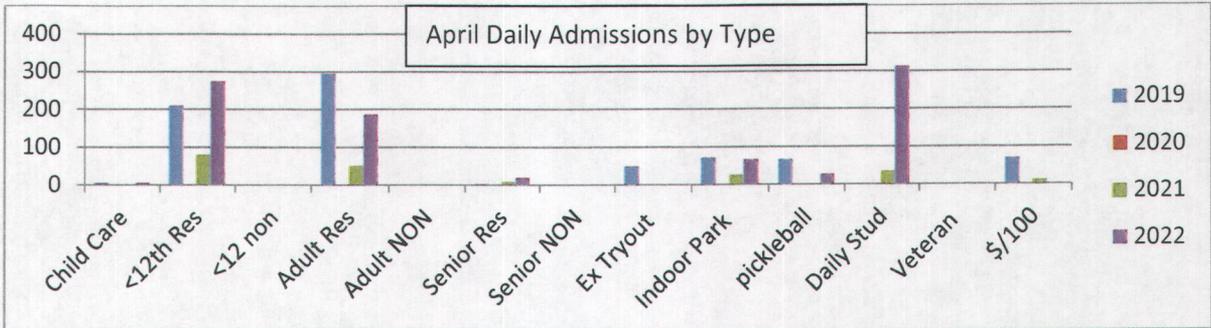
- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

**ADD A DOLLAR REPORT**

There was no application received for utility assistance in April. There was a balance of \$40,228.07 as of April 30, 2022

**Recreation and Community Programs April 2022**

	Prev. Month	This Month	April
	March	April	2021
<b>Recreation Programs</b>			
Fitness Classes Offered	213	198	130
Fitness Class Attendance	1945	1893	1062
Personal Training Sessions	93	109	89
Massages	71	0	51.5
Youth Soccer	0	320	438
Adult Volleyball Mix Wednesday	112	28	0
Adult Volleyball Womens	224	112	0
Traveling Team Baseball/Softball	0	432	270
Bags @ Riverplace Plaza	0	12	0
Child Care	45	53	0
Indoor Park	216	67	0
Swim Passes Sold (Winter)	1	0	6
Open Rec Swim/Lap Swim Numbers	447	697	624
Aquatic Program Usage	846	2805	573
Rec/Facility Rentals	22	21	0



## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - April 2022

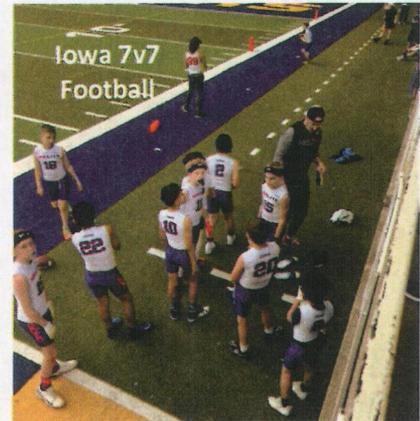


**CEDAR FALLS**



### MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted USA Wrestling Folkstyle Nationals, Iowa 7v7 Football Back to Ballin (marketing grant supported), UNI E Sports Tournament, and eight other significant conferences and events in April.
- The Iowa 7v7 Football event drew 58 teams from six states and had an estimated economic impact of \$497,652. Complete data on other events not available at this time.
- The Iowa 7v7 Football event made it on ESPN SportsCenter Top Ten Plays offering national coverage for the event, Cedar Falls and UNI.
- Provided volunteers for USA Wrestling and Iowa 7v7 Football.
- Staff sent four proposals for events in 2023-2025, and generated three new leads.
- Promoted the upcoming GiANT North American Dealers Conference in The Courier and on KWWL. This was a Bring It Home campaign lead.



### LEISURE

- Iowa Travel Guide spring/summer edition has nice call outs of Cedar Valley including Three Pine Farms, Ice House Museum and Lost Island Theme Park.
- Spring digital ad campaigns focusing on outdoor recreation are performing well and bringing traffic to cedarfallstourism.org, especially from Minnesota and Wisconsin, two states targeted with grant funds.
- Beer Trail 2022 Kick-Off is planned for May 21 with new passport, app and map. This event is a partnership with the Spectrum Project with multiple bands, food, etc.
- Staff planned Cedar Falls Tourism Torch Awards for May.
- Worked with Great American Rail-Trail to promote Rail-to-Trails Conservancy's Celebrate Trails Day on 4/23.
- Promoted Celebrate Trails Day and clean-up on KWWL.
- Prairie Pathway Kiosk installation planned for late May, with ribbon cutting in June.
- Registered one trail event, notifying all jurisdictions.
- Oversaw the Bird Friendly Community sign installation on the trail near Visitor Center.
- Opened Berhens-Rapp Station for seasonal visitor information on April 30.
- Assisted with video promotion of GBPAC's "Joseph and the Amazing Technicolor Dreamcoat"
- Updated Farmer's Market and Beer Trail information on website.



**COLLABORATION**

- Published Hospitality Highlights newsletter x4, Weekender newsletter and Notify Me posts x5.
- Attended UNI Admissions Visit Day Browsing Fair.
- Attended Cedar Valley Sports Commission meeting.
- Attended Iowa Travel Industry Partners board & committee meetings and webinars.
- Attended Iowa Tourism Conference.
- Attended Cedar Trails Partnership board and marketing meetings.
- Met with Historic Highway 20 organizer.
- Met with Community Main Street.
- Now selling College Hill gift cards at Visitor Center.

**GROUP TOUR**

- Hosted a site visit for motorcoach group that booked a tour in September.

	April 2022	March 2022(last mo)	April 2021 (last year)
Visitor Center Traffic	414	389	445
Website Traffic	17,937	13,283	6,637
CedarValley365.com Users	1,291	1,465	465
Facebook - Visitor Center	9,197	9,177	9,061
Instagram	2,193	2,179	1,883
LinkedIn – B2B audience	407	392	274
Facebook – B2B audience	644	630	508
Digital Ad Campaign Impressions	1,712,013	1,300,490	n/a
Visitor Guide Distribution	1,557	2,799	972
Volunteer Hours	85	100	42

Respectfully Submitted,

*Jennifer Pickar*

Jennifer Pickar, Tourism and Cultural Programs Manager

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | April 2022



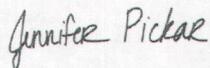
- The Cultural Programs Supervisor position is open and has been posted.
- This month the Hearst hosted a book talk with author James Kenyon, along with the first Virtual Artist Talk on the environment. Other programs included Midday Melodies with UNI trombone students, Thursday Reading Series, and an opening receptions for two new exhibitions.
- The Hearst opened three exhibitions, including Cedar Falls Student Art Exhibition (below left in progress), Hearst Photo Club Photography Show, and "Daydreams: Selected Works by Jerry Nissen" (below right).
- The new Summer brochure of programs, classes, and events was mailed.
- A billboard featuring a permanent collection artwork by Travis Gingerich is running in two locations, funded via CARES Act grant funds. The grant also funded a series of radio ads on IPR.
- The Hearst education staff is planning for summer camps – all of which are sold out with waiting lists -, neighborhood block parties and more.
- In addition the ed team also attended two Family Fun Nights at area elementary schools, held four Messy Morning sessions, and five ceramics sessions.
- The Art & Culture Board continued discussion to move Hearst expansion plans forward. A presentation to council is planned for early Summer.
- Staff participated in the City's neighborhood clean-up, focusing on the trails at the water detention basin at UNI.



Hearst Center Usage Statistics	Last Month	This Month	Last Year
	March FY22	April FY22	April FY21
In-Person and Virtual Attendance*	2104	2237	1773
Off-site Ed/Outreach Encounters	0/0	0/0	0
Public Programs Offered**	8	13	9
Exhibition walk-in Viewers	354	363	256
Classes/Workshops Offered***	15	15	13
Rentals/Birthday Parties	2/0	6/1	4/1
Volunteers/# of Hours	2/4.25	4/12	8/13.75
Facebook Views	46211	66247	39525
Facebook Followers	2674	2705	2393
Instagram Followers	1013	1022	817
Ads, videos, press releases, articles	4	5	5
Friends Members/new or renewed	234/19	285/54	286/37

\*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; \*\*includes on-site and virtual programs; \*\*\*includes themed take-home kits and virtual classes/workshops

Respectfully submitted,



Jennifer Pickar, Tourism & Cultural Programs Manager

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - APRIL 2022**

Item 11.

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-268-3245	Cyber Lane	New Construction	Near Completion	\$296,324	Engineering Division Owen Contracting
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Contracts	\$40,000	Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Contracts	\$8,700,000	Snyder
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Construction Planned to Begin May 2022	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Construction Planned to Begin April 2022	\$3,400,000	Shive Hattery
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Letting	\$800,000	Water Reclamation/ Snyder
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Letting	\$250,000	Engineering/Water Rec
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Design	\$108,647	Engineering Division
Streets	SC-000-3273	2022 Seal Coat	Resurfacing	Design	\$100,000	Engineering Division
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Design	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Design	TBD	Engineering Division
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Final Out Remains	TBD	Snyder

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - APRIL 2022**

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

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - APRIL 2022**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Under Review
Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	Dupaco/VJ	Active
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Active

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for April 2022

#### Streets Section:

- Pot hole repairs were performed throughout the month
- Began street sweeping operations
- Repaired a utility cut on the Waterloo Rd median
- Replaced ADA ramps and sidewalks in various locations
- Repaired sod damage created by plowing operations
- Cleaned storm water intakes as part of the MS4 permit requirements

#### Traffic Operations:

- 120 traffic control signs and labels were repaired or replaced
- Cleaned video detection cameras
- Prepared 8<sup>th</sup> & Hudson signal for video detection
- Continued LED light conversion at public works truck storage facility

#### Fleet Maintenance:

- 911 transactions were recorded through the City's fuel dispensing sites
- Used 12,235 gallons of fuel (5,488 ethanol, 6,746 diesel)
- 115 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month

#### Public Buildings:

- Worked with contract service to solve deficiencies in service and to provide supplies and recyclable material collections
- Completed backflow testing of water systems in public buildings
- Assisted preparations at the Falls Aquatic center

#### Parks:

- Cleaned recreation trails
- Began charging irrigation and other water systems in parks
- Installed docks at Island Park and Big Woods Lake
- Prepped community gardens for the season
- Performed tree planting with AmeriCorps staff - 113 trees planted in various areas
- Planted 100 trees in the City nursery
- Performed Arbor Day tree planting at Fairview Cemetery – 5 trees
- Prepped for seasonal mowing

#### Cemetery:

- Performed four (4) interments – Two (2) Saturday services
- One(1) space sold in Greenwood Cemetery, eight (8) in Fairview Cemetery

#### Refuse:

- 618 tons of residential solid waste was collected. Total of 619 three yard container dumps were recorded. Crews responded to 92 residential bulk item collections
- Crews collected 88 tons of yard waste from curbside cart collection
- The Transfer Station hauled 70 loads of solid waste to the Black Hawk County Landfill totaling 976 tons.
- A total of 148 tons of household recyclable material was collected for the month

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - APRIL 2022

### PLANT OPERATIONS

Plant performance for April was very good. Test results showed parameters of our discharge to be well below permit limits.

### PROJECTS

The annual slip-lining project began in April. The contractor, Municipal Pipe of Hudson, did preliminary work on the project. Slip-lining is a trenchless pipe repair that extends the life of existing clay lines for up to one hundred additional years by inserting a polymer pipe within the old pipe.

Staff has been preparing for pump rebuilds and replacements at several lift stations in the City. Getting equipment and parts can be delayed at this time so we have several projects going on at the same time, completing these as parts arrive.

### SOLIDS DISPOSAL AND RECYCLING

We were able to process 124,000 gallons of liquid biosolids to our local farm field for application. Another 174,000 gallons were processed through our drying process for later application.

Crews hauled 5.9 tons of gritty, inorganic solids to the landfill.

### SANITARY AND STORM SEWER CALLS AND SERVICE

There were six sewer calls for service from the public, none of which involved a blockage in the City's main. There were no after-hours alarm calls for lift station issues.

Crews cleaned 13,100 feet (2.5 miles) of sanitary sewer lines and televised another 600 feet.

Staff processed 372 requests for utility locates in construction areas for the Iowa One Call system. Only 71 were pertinent and required a sewer line to be located.

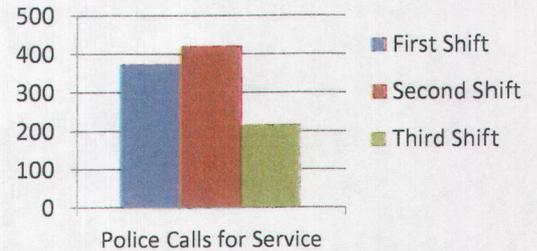
### STAFF UPDATES

We were given notice that Kelly Tegtmeier will be retiring at the end of the year after 44 years of service. Kelly is an incredibly valuable employee with a tremendous amount of experience and institutional knowledge that will be very difficult to replace.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
APRIL 2022**

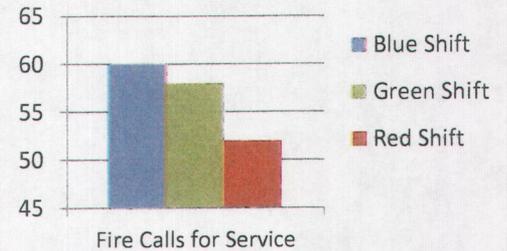
**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	375	421	218
Traffic Stops	78	218	262
Arrests	12	29	29
Accidents	37	35	7



**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	60	58	52
Fire	2	5	1
Rescue/Medical	34	40	38
Service Call	4	2	3
Good Intent	9	5	3
False Alarm/Call	9	3	5
Hazardous Condition	2	3	2



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Group A Serious Crimes	108	100	131	125								
Group B Other Crimes	74	52	41	57								
Traffic Accidents	98	113	88	78								
Other Calls	1582	1213	1308	1378								
<b>CFS Totals</b>	<b>1862</b>	<b>1478</b>	<b>1568</b>	<b>1638</b>								

Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group A Serious Crimes	1570	1468	1469	1702	1467	1437	1407	1681	
Group B Other Crimes	620	674	579	613	683	661	565	745	
Traffic Accidents	708	734	790	720	774	613	228	1030	
Other Calls	15,421	13,828	12,573	13,244	13,936	14,819	14,590	15,856	
<b>CFS Totals</b>	<b>18,319</b>	<b>16,704</b>	<b>15,411</b>	<b>16,279</b>	<b>16,860</b>	<b>17,530</b>	<b>16,790</b>	<b>19,312</b>	

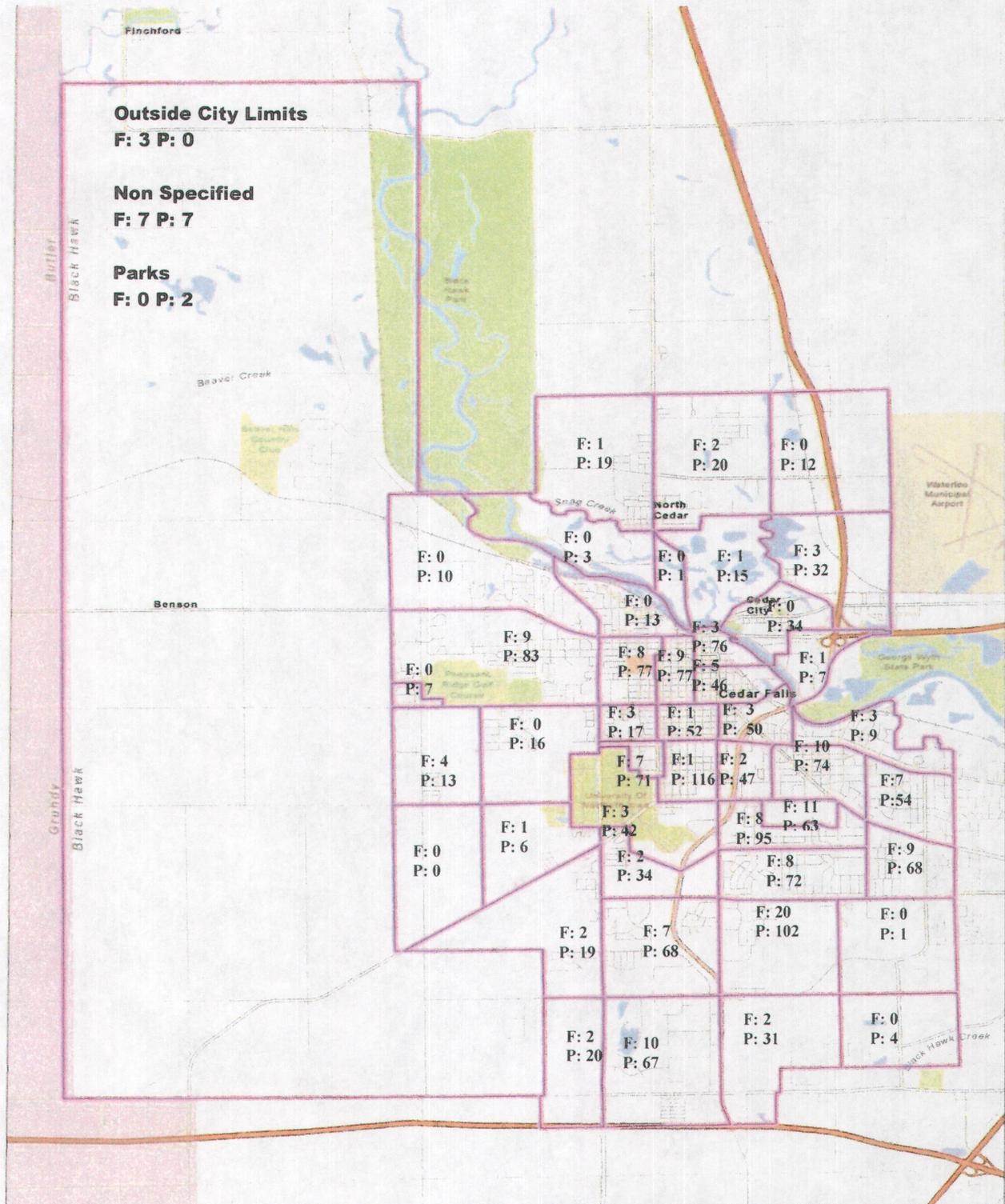
**FIRE RESCUE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133	126	98	112								
Cancelled, False Alarms, Good Intent	41	38	56	34								
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24								
<b>Totals</b>	<b>202</b>	<b>191</b>	<b>172</b>	<b>170</b>								

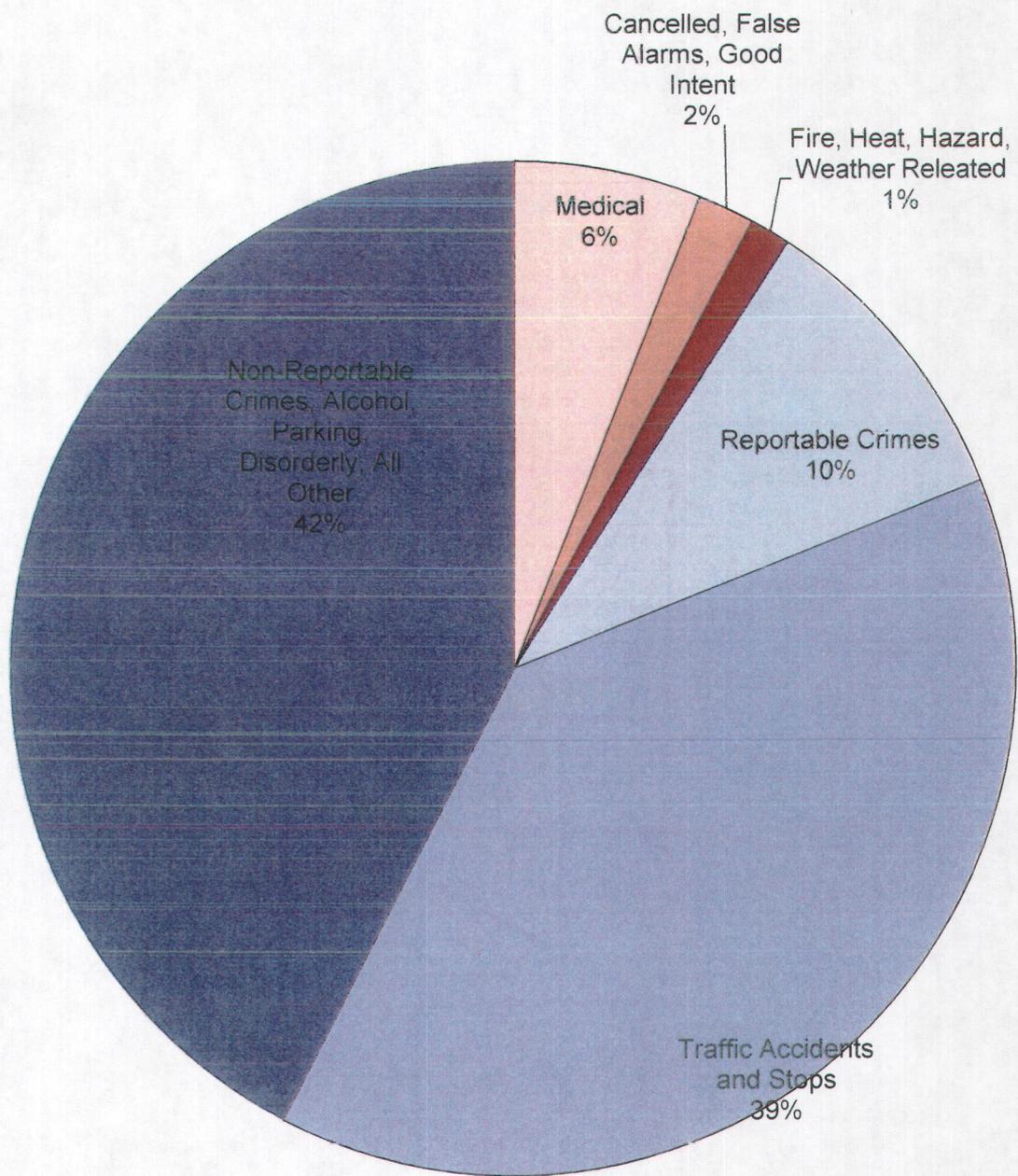
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
<b>Totals</b>	<b>1999</b>	<b>2207</b>	<b>2481</b>	<b>2337</b>	<b>1794</b>	<b>2113</b>	<b>2111</b>	<b>2299</b>	

<b>POLICE STATISTICS:</b>	<b>April 2022</b>	<b>Total 2022</b>
<b>Group A Crimes</b>		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	4	16
Robbery	1	2
Assault	20	71
Arson	0	0
Extortion/Blackmail	1	1
Burglary/B&E	7	28
Theft	38	160
Motor Vehicle Theft	3	18
Counterfeit/Forgery	8	18
Fraud	9	56
Embezzlement	0	0
Stolen Property	2	5
Vandalism	15	51
Drug Offenses	15	53
Porno/Obscene Material	1	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	0	4
<b>Group B Crimes</b>		
Bad Checks	0	1
Disorderly Conduct	1	7
Driving Under Influence	16	57
Drunkenness	4	33
Non-Violent Family Offense	1	1
Liquor Law Violation	2	3
Runaway	1	3
Trespassing	1	7
All Other Offenses	31	84
<b>Group A Total:</b>	<b>125</b>	<b>487</b>
<b>Group B Total:</b>	<b>57</b>	<b>196</b>
<b>Total Reported Crimes:</b>	<b>182</b>	<b>683</b>
<b>Traffic Accidents</b>		
Fatality	0	
Personal Injury	5	
Hit and Run	18	
Property Damage	55	
<b>Total reported Accidents</b>	<b>78</b>	
<b>Calls for Service</b>	<b>1638</b>	<b>6064</b>
<b>Total Arrests</b>	<b>70</b>	<b>311</b>

# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (March)



FIRE



POLICE

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/22 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: Sarnier Corporation / B+B West
Physical location address: 3105 Hudson Road City: Cedar Falls ZIP: 50613
Mailing address: 3105 Hudson Road City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319-266-7344

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [ ] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP SARNIER CORPORATION
Mailing address: 3105 Hudson Road City: Cedar Falls State: IA ZIP: 50613
Phone number: 319-266-7344 Fax number: Email: B+B WEST CIG & VAPOR CORP

Retail Information:

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

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

Alternative nicotine/vapor store [ ] Bar [ ] Convenience store/gas station [x] Drug store [ ]
Grocery store [ ] Hotel/motel [ ] 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): Michael Sarnier Name (please print):
Signature: Signature:
Date: 5/5/2022 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 [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2022 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: Bani's  
Physical location address: 2128 College Street City: Cedar Falls ZIP: IA 50613  
Mailing address: 2128 College St City: Cedar Falls State: Iowa ZIP: 50613  
Business phone number: \_\_\_\_\_

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Sky Inc.  
Mailing address: 2128 College Street City: Cedar Falls State: Iowa ZIP: 50613  
Phone number: 319-277-6666 Fax number: \_\_\_\_\_ Email: wahidy286@yahoo.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): Rabbani Wahidy Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 05-16-22 Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**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/Doing business as: CYPRESS TREE, INC DBA CYPRESS LOUNGE  
Physical location address: 209 A STATE ST. City: CF ZIP: 50613  
Mailing address: " City: " State: " ZIP: "  
Business phone number: 319 266-0000

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP CYPRESS TREE, INC.  
Mailing address: 215 Colorado Blvd City: CF State: IA ZIP: 50613  
Phone number: 319 961-8078 Fax number: \_\_\_\_\_ Email: DFW2213CYPRESS@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): DAVID FARRIS Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5/17/22 Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

CEDAR FALLS CITY OF (TAX-IA)  
220 CLAY ST, CEDAR FALLS, 50613, IA

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:

\$100

Business Information:

Trade Name/DBA DOLLAR GENERAL STORE # 14412

Physical Location Address 2921 CENTER STREET City CEDAR FALLS ZIP 50613-1101

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Business Phone Number 3192423091

Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.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  Retail - General Merchandise

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) Ashley Byszkowski  
Signature *Ashley Byszkowski*  
Date 9/26/22

Vendor #314718 ✓  
Name (please print) Invoice #202314412TOBCITY6 ✓  
Signature \_\_\_\_\_ Batch #22759 \$ 100.00  
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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

CEDAR FALLS CITY OF (TAX-IA)  
220 CLAY ST, CEDAR FALLS, 50613, IA

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:

\$100

Business Information:

Trade Name/DBA DOLLAR GENERAL STORE # 21239

Physical Location Address 1922 VALLEY PARK DR City CEDAR FALLS ZIP 50613-4444

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Business Phone Number 3192433363

Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC

Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.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  Retail - General Merchandise

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)

Vendor #314718 ✓

Name (please print) Ashley Byszkowski

Name (please print) Invoice #202321239TOBCITY7 ✓

Signature *Ashley Byszkowski*

Signature Batch #22759 \$ 100.00

Date 4/28/22

Date \_\_\_\_\_

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**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/Doing business as: Fareway Stores, Inc. # 190  
Physical location address: 4500 S Main St City: CEDAR FALLS ZIP: 50613  
Mailing address: 4500 S Main St City: CEDAR FALLS State: IA ZIP: 50613  
Business phone number: 319 266-6576

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036  
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

**Retail Information:**

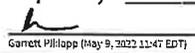
Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**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): Garrett S Piklapp Name (please print): \_\_\_\_\_  
Signature:  Signature: \_\_\_\_\_  
Date: May 9, 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**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/Doing business as: Fareway Stores, Inc. # 974  
Physical location address: 214 N. Magnolia Drive City: CEDAR FALLS ZIP: 50613  
Mailing address: 214 N. Magnolia Drive City: CEDAR FALLS State: IA ZIP: 50613  
Business phone number: 319 277-6858

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing address: PO Box 70 City: Boone State: IA ZIP: 50036  
Phone number: 515-433-5336 Fax number: 515-433-4416 Email: storelicenses@farewaystores.com

**Retail Information:**

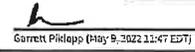
Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**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): Garrett S Piklapp Name (please print): \_\_\_\_\_  
Signature:  Signature: \_\_\_\_\_  
Date: May 9, 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.<sup>00</sup>
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) July / 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/Doing business as: Greenleaf Tobacco & Vapor  
Physical location address: 5901 University Ave City: Cedar Falls ZIP: 50613  
Mailing address: 5901 University Ave City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 651-955-1901

Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP: Greenleaf Tobacco & Vapor, Inc  
Mailing address: 45 West Jefferson City: Waterloo State: IA ZIP: 50701  
Phone number: 651-955-1901 Fax number: \_\_\_\_\_ Email: cedarfallsTobacco@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): Mohammad Mirib Name (please print): \_\_\_\_\_  
Signature: Mohammad Mirib Signature: \_\_\_\_\_  
Date: 05/23/22 Date: \_\_\_\_\_

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

**Instructions on the reverse side**

For period (MM/DD/YYYY) July 1 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: King Star  
Physical location address: 2228 Lincoln St City: Cedar Falls ZIP: 50617  
Mailing address: 2228 Lincoln St City: Cedar Falls State: IA ZIP: 50617  
Business phone number: 319-277-0941

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Ouvacious Food LLC  
Mailing address: 2228 Lincoln St City: Cedar Falls State: IA ZIP: 50617  
Phone number: 319-277-0941 Fax number: \_\_\_\_\_ Email: eagle0511@yahoo.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): Muhammad BHATTI Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 05/12/2022 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.<sup>00</sup>
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 22 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: Metro Mart #3  
Physical location address: 103 Franklin Street City: Cedar Falls ZIP: 50613  
Mailing address: P.O. Box 66 City: Waterloo State: IA ZIP: 50704  
Business phone number: (319) 266-5857

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Metro Fuel Incorporated  
Mailing address: P.O. Box 66 City: Waterloo State: IA ZIP: 50704  
Phone number: (319) 236-0997 Fax number: (319) 234-5819 Email: metrofuel1@yahoo.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): Norris Sam Annis Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 4/12/2022 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.<sup>00</sup>
- 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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**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/Doing business as: Panther Travel Center  
Physical location address: 1525 W Ridgeway Ave City: Cedar Falls ZIP: IA 50613  
Mailing address: 1525 W Ridgeway Ave, City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319-260-2196

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP MAT TANKS LLC  
Mailing address: 1525 W Ridgeway Ave City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-260-2196 Fax number: NA Email: meilbert@panthertravelcenter.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): Mary Eilbert Name (please print): Mary Rouse  
Signature: Mary Eilbert Signature: Mary Rouse  
Date: 5-19-2022 Date: 5-19-2022

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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 22 through June 30, 23

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

**Business Information:**

Trade name/Doing business as: Suds  
Physical location address: 2223 1/2 College St City: Cedar Falls ZIP: 50613  
Mailing address: 2223 1/2 College St City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319-208-7785

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Up the stairs Inc.  
Mailing address: 2223 1/2 College St City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-208-7785 Fax number: \_\_\_\_\_ Email: sudsupstairs@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): Shane Bray Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 5-9-22 Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$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](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

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/Doing business as: Walgreens #10557
Physical location address: 2509 White Tail Dr City: Cedar Falls ZIP: 50613
Mailing address: PO Box 901 City: Deerfield State: IL ZIP: 60015
Business phone number: 319-553-0206

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Walgreen Co
Mailing address: PO Box 901 City: Deerfield State: IL ZIP: 60015
Phone number: 847-527-4402 Fax number: 847-368-6525 Email: taxlicenser renewals@walgreens.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): Susan Halliday Name (please print):
Signature: [Signature] Signature:
Date: 5/10/22 Date:

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**


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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Acting Public Safety Services Director  
 Mark Howard, Acting Police Chief  
**Date:** May 27, 2022  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) 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.



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Green and City Council  
**FROM:** Kate Aguiar, Payroll/HR Technician  
**DATE:** May 24, 2022  
**SUBJECT:** FY23 Fee Schedule

Attached is a copy of the proposed FY23 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY23 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2022. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

Item 14.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
<b>SEC. 2-311</b>									
<b>CIVIL SERVICE EXAMINATIONS</b>									
Civil Service Test	No charge								
Civil Service Promotional Test	No charge								
<b>SEC. 2-511</b>									
<b>CABLE TELEVISION DIVISION</b>									
Video Duplication	\$15.00	Each DVD							
<b>PUBLIC SAFETY SERVICES</b>									
<b>COPY RECORDS / DIGITAL DATA</b>									
Police Reports	\$15.00	Each report							
Applicant Fingerprinting	\$10.00	1-3 cards							
Additional cards	\$2.00	Per card							
Digital Media Duplication	\$15.00	Each							
Photo Reprints (4x6 in-house)	\$1.00	Each							
Photo Reprints (larger/out-source)	At Cost								
Junk Vehicle Certificate	\$10.00								
Fire Incident Reports	\$10.00	Each report							
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report							
Copying of records - major project	Applicable fee above + staff time over 30 minutes								
<b>POLICE SERVICES</b>									
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.							
Funeral Escort	\$25.00								
1 Hr. of Squad Car Usage	\$16.50								
<b>SEC. 2-572</b>									
<b>PUBLIC RECORDS DIVISION</b>									
Sale of City Code of Ordinances	\$200.00	Hard Cover	Includes cost of new book and mailing subsequent code supplements						
Sale of City Zoning Ordinance	\$50.00	Paper Cover	Includes cost of new book and mailing subsequent code supplements						
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost							
Sale of Official Financial Publications		Sold at cost							
Copying of City Records	No Charge	Five pages or less							
	\$0.10	Black & White Copy, six or more pages							
	\$0.20	Color Copy, six or more pages							
Copying of City Records - major projects	\$0.10	Black & White Copy, six or more pages + staff time over 30 minutes							
	\$0.20	Color Copy, six or more pages + staff time over 30 minutes							
<b>SEC. 2-712</b>									
<b>ENGINEERING SERVICES</b>									
Inspection and Design		Negotiated charges approved by City Council in Contract form							
Copying of maps, drawings, etc.	No Charge	Five standard pages or less							
	\$0.10	Each, six or more pages							
Copying of oversized maps, drawings, etc.	\$5.00	Each							
Copy of Aerial Map per development	\$85.00								
Copy of Aerial Map entire City	\$425.00								
Sanitary Sewer Permit	\$100.00								
<b>SEC. 2-809</b>									
<b>PUBLIC WORKS</b>									
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner							
Electrical Panels For Special Events	\$50.00	Per Panel							
	\$250.00	Deposit Fee							
Delivery of Picnic Tables for Special Events	\$10.00	Per Table							
Salt/Sand Mix	\$20.00	Each Ton							
			<a href="https://lowadot.gov/local_systems/Equipment-Rates">For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://lowadot.gov/local_systems/Equipment-Rates</a>						
Aerial Lift Truck	\$125.00	Per hour							
Traffic Control Devices Placement & Removal	\$100.00	Per placement							
All equipment listed above: 1 Hour Minimum									
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee							
			Public Works/Code Enforcement - Bulk items left at the curb with no prearranged pick up	\$200 flat fee Plus disposal costs for ban items; tires, appliances, computers, televisions					
			Contaminated Solid Waste/Yard Waste Carts. When yard waste cart is contaminated with garbage, or garbage cart is contaminated with solid waste	50.00					
<b>SEC. 3-1</b>									
<b>LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS</b>									
	\$20.00	Daily or							
	\$200.00	Annually							
<b>SEC. 3-43</b>									
<b>SIGN PERMITS</b>									
	\$35.00	Minimum all signs and							
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.							
<b>SEC. 3-46</b>									
<b>SIGN PAINTER'S OR ERECTOR'S LICENSE</b>									
Painter's License	\$15.00	One year							
Erector's License	\$150.00	First year and							
	\$35.00	For renewal							
<b>SEC. 6-46</b>									
<b>DOG AND CAT LICENSE</b>									
Dog or Cat <b>Altered</b>	\$6.00	Each year							
Dog or Cat <b>Not Altered</b>	\$12.00	Each year							
Late Licensing	Doubles	After March 31							
Duplicate License & Tag	\$1.00								
Tag & License Mailing Fee	\$1.00	Each Tag/License							
<b>SEC. 6-99</b>									
<b>LICENSE FOR RIDING SCHOOLS OR STABLES</b>									
	\$30.00	One year							
<b>BUILDINGS AND BUILDING REGULATIONS</b>									
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee							
<b>SEC. 7-19</b>									
<b>BUILDING PERMITS</b>									
Valuation								Fee	

Item 14.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE				
\$1.00 TO \$500.00	\$25.00			24.72	(24.72)		
\$500.01 TO \$600.00	\$28.00			27.81	(27.81)		
\$600.01 TO \$700.00	\$31.00			30.90	(30.90)		
\$700.01 TO \$800.00	\$34.00			33.99	(33.99)		
\$800.01 TO \$900.00	\$37.00			37.08	(37.08)		
\$900.01 TO \$1,000.00	\$41.00			40.17	(40.17)		
\$1,001.01 TO \$1,100.00	\$44.00			43.26	(43.26)		
\$1,100.01 TO \$1,200.00	\$47.00			46.35	(46.35)		
\$1,200.01 TO \$1,300.00	\$50.00			49.44	(49.44)		
\$1,300.01 TO \$1,400.00	\$53.00			52.53	(52.53)		
\$1,400.01 TO \$1,500.00	\$56.00			55.62	(55.62)		
\$1,500.01 TO \$1,600.00	\$59.00			58.71	(58.71)		
\$1,600.01 TO \$1,700.00	\$62.00			61.80	(61.80)		
\$1,700.01 TO \$1,800.00	\$65.00			64.89	(64.89)		
\$1,800.01 TO \$1,900.00	\$68.00			67.98	(67.98)		
\$1,900.01 TO \$2,000.00	\$71.00			71.07	(71.07)		
\$2,000.01 TO \$3,000.00	\$86.00			85.49	(85.49)		
\$3,000.01 TO \$4,000.00	\$100.00			99.91	(99.91)		
\$4,000.01 TO \$5,000.00	\$115.00			114.33	(114.33)		
\$5,000.01 TO \$6,000.00	\$129.00			128.75	(128.75)		
\$6,000.01 TO \$7,000.00	\$144.00			143.17	(143.17)		
\$7,000.01 TO \$8,000.00	\$158.00			157.59	(157.59)		
\$8,000.01 TO \$9,000.00	\$172.00			172.01	(172.01)		
\$9,000.01 TO \$10,000	\$187.00			186.43	(186.43)		
\$10,000.01 TO \$11,000.00	\$201.00			200.85	(200.85)		
\$11,000.01 TO \$12,000.00	\$216.00			215.27	(215.27)		
\$12,000.01 TO \$13,000.00	\$230.00			229.69	(229.69)		
\$13,000.01 TO \$14,000.00	\$244.00			244.11	(244.11)		
\$14,000.01 TO \$15,000.00	\$259.00			258.53	(258.53)		
\$15,000.01 TO \$16,000.00	\$273.00			272.95	(272.95)		
\$16,000.01 TO \$17,000.00	\$287.00			287.37	(287.37)		
\$17,000.01 TO \$18,000.00	\$302.00			301.79	(301.79)		
\$18,000.01 TO \$19,000.00	\$316.00			316.21	(316.21)		
\$19,000.01 TO \$20,000.00	\$331.00			330.63	(330.63)		
\$20,000.01 TO \$21,000.00	\$345.00			345.05	(345.05)		
\$21,000.01 TO \$22,000.00	\$360.00			359.47	(359.47)		
\$22,000.01 TO \$23,000.00	\$374.00			373.89	(373.89)		
\$23,000.01 TO \$24,000.00	\$389.00			388.31	(388.31)		
\$24,000.01 TO \$25,000.00	\$403.00			402.73	(402.73)		
\$25,000.01 TO \$26,000.00	\$413.00			413.03	(413.03)		
\$26,000.01 TO \$27,000.00	\$423.00			423.33	(423.33)		
\$27,000.01 TO \$28,000.00	\$434.00			433.63	(433.63)		
\$28,000.01 TO \$29,000.00	\$444.00			443.93	(443.93)		
\$29,000.01 TO \$30,000.00	\$455.00			454.23	(454.23)		
\$30,000.01 TO \$31,000.00	\$465.00			464.53	(464.53)		
\$31,000.01 TO \$32,000.00	\$475.00			474.83	(474.83)		
\$32,000.01 TO \$33,000.00	\$486.00			485.13	(485.13)		
\$33,000.01 TO \$34,000.00	\$496.00			495.43	(495.43)		
\$34,000.01 TO \$35,000.00	\$506.00			505.73	(505.73)		
\$35,000.01 TO \$36,000.00	\$516.00			516.03	(516.03)		
\$36,000.01 TO \$37,000.00	\$527.00			526.33	(526.33)		
\$37,000.01 TO \$38,000.00	\$537.00			536.63	(536.63)		
\$38,000.01 TO \$39,000.00	\$547.00			546.93	(546.93)		
\$39,000.01 TO \$40,000.00	\$558.00			557.23	(557.23)		
\$40,000.01 TO \$41,000.00	\$568.00			567.53	(567.53)		
\$41,000.01 TO \$42,000.00	\$578.00			577.83	(577.83)		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE				
\$42,000.01 TO \$43,000.00	\$589.00			588.13	(588.13)		
\$43,000.01 TO \$44,000.00	\$599.00			598.43	(598.43)		
\$44,000.01 TO \$45,000.00	\$609.00			608.73	(608.73)		
\$45,000.01 TO \$46,000.00	\$619.00			619.03	(619.03)		
\$46,000.01 TO \$47,000.00	\$630.00			629.33	(629.33)		
\$47,000.01 TO \$48,000.00	\$640.00			639.63	(639.63)		
\$48,000.01 TO \$49,000.00	\$650.00			649.93	(649.93)		
\$49,000.01 TO \$50,000.00	\$661.00			660.23	(660.23)		
\$50,000.01 TO \$51,000.00	\$668.00			667.44	(667.44)		
\$51,000.01 TO \$52,000.00	\$675.00			674.65	(674.65)		
\$52,000.01 TO \$53,000.00	\$682.00			681.86	(681.86)		
\$53,000.01 TO \$54,000.00	\$689.00			689.07	(689.07)		
\$54,000.01 TO \$55,000.00	\$697.00			696.28	(696.28)		
\$55,000.01 TO \$56,000.00	\$704.00			703.49	(703.49)		
\$56,000.01 TO \$57,000.00	\$711.00			710.70	(710.70)		
\$57,000.01 TO \$58,000.00	\$718.00			717.91	(717.91)		
\$58,000.01 TO \$59,000.00	\$725.00			725.12	(725.12)		
\$59,000.01 TO \$60,000.00	\$734.00			732.33	(732.33)		
\$60,000.01 TO \$61,000.00	\$740.00			739.54	(739.54)		
\$61,000.01 TO \$62,000.00	\$747.00			746.75	(746.75)		
\$62,000.01 TO \$63,000.00	\$754.00			753.96	(753.96)		
\$63,000.01 TO \$64,000.00	\$762.00			761.17	(761.17)		
\$64,000.01 TO \$65,000.00	\$769.00			768.38	(768.38)		
\$65,000.01 TO \$66,000.00	\$776.00			775.59	(775.59)		
\$66,000.01 TO \$67,000.00	\$783.00			782.80	(782.80)		
\$67,000.01 TO \$68,000.00	\$790.00			790.01	(790.01)		
\$68,000.01 TO \$69,000.00	\$798.00			797.22	(797.22)		
\$69,000.01 TO \$70,000.00	\$805.00			804.43	(804.43)		
\$70,000.01 TO \$71,000.00	\$812.00			811.64	(811.64)		
\$71,000.01 TO \$72,000.00	\$819.00			818.85	(818.85)		
\$72,000.01 TO \$73,000.00	\$826.00			826.06	(826.06)		
\$73,000.01 TO \$74,000.00	\$834.00			833.27	(833.27)		
\$74,000.01 TO \$75,000.00	\$841.00			840.48	(840.48)		
\$75,000.01 TO \$76,000.00	\$848.00			847.69	(847.69)		
\$76,000.01 TO \$77,000.00	\$855.00			854.90	(854.90)		
\$77,000.01 TO \$78,000.00	\$862.00			862.11	(862.11)		
\$78,000.01 TO \$79,000.00	\$870.00			869.32	(869.32)		
\$79,000.01 TO \$80,000.00	\$877.00			876.53	(876.53)		
\$80,000.01 TO \$81,000.00	\$884.00			883.74	(883.74)		
\$81,000.01 TO \$82,000.00	\$891.00			890.95	(890.95)		
\$82,000.01 TO \$83,000.00	\$899.00			898.16	(898.16)		
\$83,000.01 TO \$84,000.00	\$905.00			905.37	(905.37)		
\$84,000.01 TO \$85,000.00	\$913.00			912.58	(912.58)		
\$85,000.01 TO \$86,000.00	\$920.00			919.79	(919.79)		
\$86,000.01 TO \$87,000.00	\$927.00			927.00	(927.00)		
\$87,000.01 TO \$88,000.00	\$935.00			934.21	(934.21)		
\$88,000.01 TO \$89,000.00	\$942.00			941.42	(941.42)		
\$89,000.01 TO \$90,000.00	\$949.00			948.63	(948.63)		
\$90,000.01 TO \$91,000.00	\$956.00			955.84	(955.84)		
\$91,000.01 TO \$92,000.00	\$963.00			963.05	(963.05)		
\$92,000.01 TO \$93,000.00	\$971.00			970.26	(970.26)		
\$93,000.01 TO \$94,000.00	\$978.00			977.47	(977.47)		
\$94,000.01 TO \$95,000.00	\$985.00			984.68	(984.68)		
\$95,000.01 TO \$96,000.00	\$992.00			991.89	(991.89)		
\$96,000.01 TO \$97,000.00	\$999.00			999.10	(999.10)		
\$97,000.01 TO \$98,000.00	\$1,007.00			1,006.31	#####		
\$98,000.01 TO \$99,000.00	\$1,014.00			1,013.52	#####		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE					
\$99,000.01 TO \$100,000.00	\$1,021.00			1,020.73	#####			
\$100,000.01 TO \$500,000.00	\$1,021.00 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00						
\$500,000.01 TO \$1,000,000.00	\$3,493.00 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00						
\$1,000,000.01 AND UP	\$6,068.00 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00						
Reinspection Fee	75.00							
Working without permit fee	100.00							
<b>SEC. 7-50 ELECTRICAL CONTRACTOR REGISTRATION</b>	\$150.00	One year						
<b>SEC. 7-50 SPECIAL ELECTRICIAN REGISTRATION</b>	\$150.00	One year						
<b>SEC. 7-20 CONDITIONS OF CERTIFICATES OF INSURANCE</b>								
Electrical Contractors	\$100,000/ \$300,000							
Special Electricians	\$100,000/ \$300,000							
<b>SEC. 7-20 RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES</b>								
Base Rate	\$30.00							
New House	\$150.00		Remove this fee					
			Add: 1-2 Bedrooms	\$170.00				
			Add: 3 Bedrooms	\$180.00				
			Add: 4 Bedrooms	\$200.00				
			Add: 5+ Bedrooms	\$210.00				
Rough Wiring-Openings	\$10.00	1 to 14, inclusive						
	\$7.00	15 to 30, inclusive, additional						
	\$0.20	Over 30, Per additional opening						
Lighting Fixtures:								
Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive						
	\$7.00	15 to 30, inclusive, additional						
Electrical Services:								
Temporary/Permanent	\$15.00	Temporary Service						
	\$20.00	To 225-ampere capacity						
	\$30.00	Over 225-ampere capacity						
	\$10.00	Additional replacement services						
	\$7.00	Subpanels						
Motors, Per Unit	\$8.00	0 to 10 HP						
	\$10.00	Over 10 HP						
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit						
Central Heating & Cooling Unit	\$8.00	Each unit						
Supplemental Heating/Cooling	\$5.00	Each unit						
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit	Add: Basement Finishing	\$ 75.00				
Reinspection fee	\$75.00							
Working without permit fee	\$100.00							
Certificate of Insurance	\$100,000/ \$300,000							
Miscellaneous	\$30.00							
<b>SEC. 7-20 COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES</b>								
Base Rate	\$30.00							
Rough Wiring-Openings	\$30.00	1 to 14, inclusive						
	\$15.00	15 to 30, inclusive, additional						
	\$0.30	Over 30, Per additional opening						
Lighting Fixtures:	\$30.00	1 to 14, inclusive						
	\$15.00	15 to 30, inclusive, additional						
	\$0.30	Over 30, per additional opening						
Electrical Services:								
Temporary/Permanent	\$20.00	Temporary Service						
	\$40.00	Permanent Service up to 400 ampere						
	\$60.00	Permanent Service 401-800 ampere						
	\$80.00	Permanent Service over 800 ampere						
	\$10.00	Additional replacement services						
Motors, Per Unit	\$10.00	0 to 10 HP						
	\$15.00	Over 10 HP						
Transformers, Per Unit	\$20.00	0 to 75 KVA						
	\$30.00	Over 75 KVA						
Feeder Panels	\$15.00	Up to 225 A						
	\$20.00	Above 225 A						
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit						
Central Heating & Cooling Unit	\$8.00	Each unit						
Supplemental Heating/Cooling	\$5.00	Each unit						
Illuminated Signs and Outline Lighting	\$10.00	Each sign						
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer						
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit						
Reinspection Fee	\$75.00							
Working without permit fee	\$100.00							
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$30.00			60.00				
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00							
Certificate of Insurance	\$100,000/ \$300,000							
Miscellaneous	\$30.00							
<b>SEC. 7-170 ANNUAL PERMIT FOR PLUMBING WORK</b>	\$100.00	One year						
<b>SEC. 7-170 PLUMBING FEES</b>								
Base Rate	\$30.00							

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50								
Water softener, Water heater	\$15.00								
Sewer Connections To/Or Continuation from Main	\$30.00								
Multiple Sewer Stubs	\$15.00	Each							
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50								
Reinspection of Unapproved work	\$75.00								
Water Treatment or Storage Units	\$20.00								
Backflow Protective Devices-Water	\$8.50								
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00								
One bathroom house	\$135.00								
Two bathroom house	\$161.00								
Three or more bathroom house	\$161.00 for first two bathrooms + \$40 per additional bathroom								
Working w/o permit	\$100.00								
Miscellaneous	\$30.00								
<b>SEC. 7-232</b>									
<b>LICENSE FEE, MOVING A BUILDING</b>	\$30.00	One Week							
	\$60.00	One Month							
	\$100.00	Six Months							
	\$200.00	One Year							
<b>SEC. 7-247</b>									
<b>MOVING PERMIT FEE ACCORDING TO STRUCTURE</b>									
Structure Less than 200 sq. ft.	\$10.00								
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00								
Structure More than 500 sq. ft.	\$100.00								
<b>SEC. 7-414</b>									
<b>MECHANICAL FEES</b>									
Base Rate	\$30.00								
New House	\$150.00								
Apartments	\$70.00	Per Unit							
AC 0 to 3 Ton	\$20.00								
AC 3.5 Ton - 5 Ton	\$40.00								
AC 5.5 Ton - 30 Ton	\$50.00								
AC 30.5 - 50 Ton	\$60.00								
AC over 50 Ton	\$3.00	Per Ton							
AH 0 to 10,000 CFM	\$20.00								
AH over 10,000 CFM	\$30.00								
Air-to-Air Heat Exchanger	\$15.00								
Bath Exhaust	\$5.00								
Boiler - 0 to 100,000	\$20.00								
Boiler - 100,001 to 500,000	\$30.00								
Boiler - 500,001 to 1,000,000	\$45.00								
Boiler 1,000,001 to 1,750,000	\$60.00								
Boiler over 1,750,000	\$100.00								
Duct Alterations	\$20.00								
Fireplace	\$25.00								
Furnace - Electric	\$25.00								
Furnace - Gas	\$25.00								
Furnace Vents	\$15.00								
In-floor Heat	\$20.00								
VAV Boxes	\$10.00								
Ventilation - Type 1 Hood	\$50.00								
Ventilation - Type 2 Hood	\$25.00								
Working w/o Permit	\$100.00								
Miscellaneous	\$30.00								
CSST Inspection up to \$500	\$35.00								
CSST Inspection up to \$501-\$2,000	\$60.00								
CSST Inspection over \$2,000	\$85.00								
Fuel gas piping	\$28.00								
Reinspection Fee	\$75.00								
<b>REFRIGERATION FEES</b>									
Base Rate	\$20.00								
Condensing Units:									
1/6 hp - 1/3 hp	\$15.00								
1/3 hp - 1 hp	\$20.00								
1 hp or greater	\$30.00								
Cooling Towers	\$20.00								
Walk-in Coolers/Freezers	\$20.00								
Unit Coolers	\$20.00								
Industrial Refrigeration	\$8.00	Per hp							
<b>SEC. 7-444</b>									
<b>CONDOMINIUM CONVERSION</b>									
Condominium Conversion	\$400.00	Per Unit							
<b>SEC. 9-25</b>									
<b>COMMERCIAL FIRE INSPECTION</b>									
Initial Inspection	See Attached								
First Re-inspection	\$100.00								
Second Re-inspection	\$150.00								
Third and Each Subsequent Re-inspection	\$200.00								
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant							
Inspection after normal business hours	\$50.00								
Day Care Inspections	\$50.00								
Temporary Structure Inspection	\$50.00	Initial structure							
	\$25.00	each additional temp structure							
<b>FALSE ALARMS</b>									
1 <sup>st</sup> occurrence of year	\$0.00								
2 <sup>nd</sup> occurrence of year	\$0.00								
3 <sup>rd</sup> occurrence of year	\$200.00								
4 <sup>th</sup> occurrence of year	\$200.00								
5 <sup>th</sup> -9 <sup>th</sup> occurrence of year	\$275.00	Each							
10 <sup>th</sup> and above occurrence of year	\$425.00	Each							
Evidence of Repair in Lieu of Fee		Fire Chief discretion							
Alarm activation without notification	\$200.00	Each occurrence							
<b>RESIDENTIAL FIRE SPRINKLER SYSTEM</b>									
One & Two Single Family Home	\$100.00								
<b>FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS</b>									
<b>Fire Sprinkler System Construction Permits</b>									
0-4,999 square foot	\$80.00	Per Floor							
5,000-7,499 square foot	\$160.00	Per Floor							
7,500+ square foot	\$240.00	Per Floor							



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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
*If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00*	Each Unit	
Second Re-inspection	\$80.00	Each unit re-inspected	
Third Re-inspection	\$160.00	Each unit re-inspected	
Fourth Re-inspection	\$320.00	Each unit re-inspected	
Inaccessible Unit	\$25.00	Each unit	
Tri-Annual Registration Fee	\$75.00	Each building	
Replacement of Occupancy Permit	\$5.00	Each unit	
Permit Unavailable During Any Inspection	\$25.00	Each unit	
Re-scheduling fee-			
*If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00*	Each Unit	
Requested inspection outside normal cycle	\$50.00	*if violations exist	
<b>FIRE EXTINGUISHER TRAINING</b>			
0-25 Students	\$40.00		
25-50 Students	\$80.00		
More than 50 Students	\$120.00		
Fire Extinguisher recharge	\$25.00	Per extinguisher	
<b>SEC. 13-35 MOBILE MERCHANT</b>			
	\$50.00	Per month	
	\$500.00	Each year	
<b>SEC. 13-63 PAWNBROKER LICENSE</b>			
	\$65.00	Each year	
<b>SEC. 13-107 CLOSING - OUT SALE LICENSE</b>			
<b>If a Resident Merchant</b>			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00		
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00		
<b>If a Transient Merchant</b>			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00		
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00		
<b>SEC. 13-137 FALSE ALARM CALLS</b>			
	\$65.00	Per call after the 5th False Alarm per calendar year	
	\$100.00	Per call after the 10 <sup>th</sup> False Alarm per calendar year	
<b>SEC. 13-138 ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS</b>			
Alarm Business Permit	\$0.00		
Alarm Agent Permit	\$0.00		
Alarm System Permit	\$0.00		
<b>SEC. 14-32 MOBILE HOME PARK PRELIMINARY PLAN FEE</b>			
	\$150.00	And	
	\$1.00	Each lot or space	
<b>SEC. 14-75 MOBILE HOME SUBDIVISIONS</b>			
Preliminary Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
Final Plan or Detailed Site Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
<b>SEC. 15-5 ABATEMENT OF NUISANCES BY CITY AFTER NOTICE</b>			
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	<a href="https://iowadot.gov/local_systems/Equipment-Rates">For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates</a>
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 5% of contractor invoice		
<b>SEC. 15-41 JUNK VEHICLES (IMPOUNDMENT FEE)</b>			
		As per Police Division Wrecker and Storage Contract	
<b>CHAPTER 17, CEDAR FALLS PARKS AND RECREATION RECREATION DIVISION PROGRAM FEES</b>			
<b>ADULT PROGRAMS</b>			
Basketball Leagues	\$370.00	Each Team 10 games	
			Add: Basketball Call Your Own League 120.00
Couples Volleyball Class	\$29.00	Per person 8 weeks	
Volleyball League	\$125.00	Each team 14 games	
Mini Volleyball	\$75.00	Each team 6 games	
Softball Leagues - 14 games			Change to 12 games
Registration	\$355.00	Each team	
Player Fees	\$70.00	Each team	
Mixed League Softball	Plus \$25.00		
			Add: Softball Call Your Own League
			Add: Registration 200.00 each team
			Add: Player Fees 50.00 each team
			Plus \$25.00
Ball Field Rental (field as is)	\$8.00	Per hour	Add: Mixed League Softball 6.00
Youth Games Ball Field Rental - Non-profit			
501C3 Field Rental			
Week Day Evening	\$16.00		20.00
Multiple Rentals (Max. 75 per season)	\$500 Max		
Fall Softball League - 10 games			
Registration	\$255.00	Each team	
Player Fees	\$60.00	Each team	
Softball Field Rental			
One Field - One Day	\$50.00		Add: with lights or on a weekend
Complex (weekend 1 & 2 day)	\$110.00	Plus any additional staff cost over the initial field preparation	130.00
Pfeiffer (weekend 1 & 2 day)	\$130.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (field/night, league)	\$60.00		Remove this fee. Covered in the One Field - One Day Rental
Kickball League	\$75.00		
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Dodgeball	\$75.00		
Golf Lessons - 4 lessons	N/A		
Tennis Lessons - 8 lessons	N/A		
Tournaments	Cost Plus \$20.00		
Open Gym Schools, residents	\$3.00	Or RC punch card/membership	Remove this fee
Open Gym Schools, non-residents	\$6.00		Remove this fee
Beach House (all day)	N/A		
Weekend (Friday-Sunday, Holidays)	N/A		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
Full Facility	\$175.00		
		Add: Deposit	500.00
Shelter Rental - All Day	\$25.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
		Add: Deposit	75.00
Orchard Hill Pickleball Court			
Single Court Per Hour	\$10.00		
Whole Complex Per Hour	\$80.00		
Racquetball League - 11 games			
Singles	\$35.00		
Racquetball Lessons - 6 lessons	\$33.00		
Table Tennis League	\$16.00		
<b>EXERCISE CLASSES</b>			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$32.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$16.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$44.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$22.00		
Rec Xfit - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$29.00		
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$58.00		
Special Fitness Classes (without FP or RCM)			
2 x Per Week Per Month	\$60.00		
Special Fitness Classes (with FP or RCM)			
2 x Per Week Per Month	\$30.00		
Teen Weight Lifting Training (2) 2-hour classes	\$28.00		
<b>*RCM - Rec Center Membership</b>			
<b>*FP - Fitness Pass</b>			
<b>YOUTH PROGRAMS</b>			
Boys Baseball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$45.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$50.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$50.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Girls Softball Kind. & 1			
Registration	\$45.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$50.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$34.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$39.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$50.00		
Sponsor	\$300.00		
Volleyball 3-6 (format change) (8 weeks)			
Registration	\$44.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$44.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$44.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Baseball Club - Wrecking Crew	\$50.00		
Softball Club - Wrecking Crew	\$50.00		
Baseball Shortstops	\$35.00		
Softball Shortstops	\$35.00		
Soccer K, 1 & 2			
Registration	\$34.00		35.00
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	\$55.00		48.00
Tot Lot			
One Week	\$32.00		
Six Weeks	\$150.00		
One Day	\$9.00		
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
Chew & View - 2 hours	\$6.00		
Parents Night Out - 2 hours	\$8.00		
Birthday Party	\$125.00		
Birthday Party - Theme Package	\$155.00		
Add Pizza	\$30.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$32.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$32.00		
Hockey - Inline			
Registration	N/A		
Sponsor	N/A		
Camp Cedar Falls			
One Week	\$125.00		
Full Summer 8 weeks (1 week free)	\$840.00		
Full Summer 9 weeks (1 week free)	\$960.00		
Whole Summer (weeks x \$120)			
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
<b>SWIM POOL FEES</b>			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$5.00		
Adult (18 & Up)	\$5.00		
Daily Admission - Outdoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$8.00		
Adult (18 & Up)	\$8.00		
<b>Summer</b>			
<b>Memorial Day-1st Day of School</b>			
Family Season Pass			
Resident**	\$210.00		
Non-Resident**	\$260.00		
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Child Care Provider Pool Pass - Mon-Fri	\$70.00		
Adult Season Pass			
Resident	\$130.00		
Non-Resident	\$160.00		
Youth & Sr. (65 & Up) Season Pass			
Resident	\$125.00		
Non-Resident	\$155.00		
Lap Swim - Indoor			
Resident	\$85.00		
Non-Resident	\$95.00		
**Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.			
<b>Winter</b>			
<b>1st Day of School-Memorial Day</b>			
Family Season Pass (w/o Rec Membership)		Remove (w/o Rec Membership) wording	
Resident	\$135.00		
Non-Resident	\$145.00		
Adult Season Pass (w/o Rec Membership)		Remove (w/o Rec Membership) wording	
Resident	\$100.00		
Non-Resident	\$105.00		
Youth Season Pass - 17 & Under (w/o Rec Membership)		Remove (w/o Rec Membership) wording	
Resident	\$80.00		
Non-Resident	\$85.00		
<b>*RCM - Rec Center Membership</b>			
Swim Lesson - Youth	\$34.00		
Swim Lesson - Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$34.00		
Deep Water Aqua Trim	\$34.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$34.00		
Lap Swim - Daily Indoor	\$5.00	Or Pass	
Life Guarding	\$125.00		
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$65/hr.		
Pool Rental ID, 76 or more people	\$80/hr.		
Pool Rental OD			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Zero Depth - 2 hours	\$220.00		
Zero Depth / Lazy River / 2 Waterslides - 2 hours	\$445.00		
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$545.00		
Lap Pool - 2 hours	\$345.00		
Entire Facility - 2 hours			
No Concessions	\$645.00		
Concessions Sold - Resident	\$35.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.			
Each additional child in the family will be \$10.00. Implemented Spring 2012.			
<b>RECREATION CENTER</b>			
<b>Admission</b>			
Daily Resident			
24 & Under	\$5.00		
Adult 25 & Over	\$10.00		
Senior Citizen	\$5.00		
Veteran	\$5.00		
Holiday Special Event Admission	\$3.00	Per person - Any age	
<b>Resident Yearly Memberships**</b>			
<b>Individual</b>			
12 Grade & Under	\$115.00		
Adult	\$175.00		
Senior Citizen	\$155.00		
Veteran	\$155.00		
Family	\$260.00		
<b>Non-Resident Yearly Memberships**</b>			
<b>Individual</b>			
12 Grade & Under	\$210.00		
Adult	\$355.00		
Senior Citizen	\$290.00		
Veteran	\$290.00		
Family	\$465.00		
<b>Monthly Membership - Resident</b>			
18 & Under	\$15.00		
University Student (19-23)	\$20.00		
Adult 19 & Over	\$25.00		
Family	\$40.00		
Senior Citizen	\$20.00		
Veteran	\$20.00		
<b>Monthly Membership - Non-Resident</b>			
18 & Under	\$30.00		
Adult 19 & Over	\$50.00		
Family	\$65.00		
Senior Citizen	\$40.00		
Veteran	\$40.00		
Replace I.D. Card	\$9.00		
<b>Corporate Rate</b>			
Individual	\$235.00		
Family	\$310.00		
<b>Racquetball</b>			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
<b>Child Care</b>			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
<b>Rentals</b>			
<b>Resident Non-profit Organizations</b>			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$100.00		125.00
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00	Per hour	
Full Room	\$25.00	Per hour	Change to: "Multi-Purpose Room"
<b>Gym Rental</b>			
Fit Gym	\$35.00	Per hour + staff cost	40.00
1/2 of Old Gym	\$35.00	Per hour + staff cost	Add: "Main Gym" for clarity Change to: Half 40.00
All of Old Gym	\$70.00	Per hour + staff cost	Change to: All 75.00
Activity Room	\$25.00	Per hour + staff cost	
*s.c. - Staff Cost (if needed)	\$25.00		
** Memberships include free towel usage and all drop-in fitness classes, as pandemic conditions allow.			
<b>CITY EMPLOYEE WELLNESS RATES</b>			
<b>Recreation Center Membership</b>			
Individual		30.00	
Family		40.00	
<b>Summer Swim Pass, purchased after May 1</b>			
Individual		75.00	
Family		115.00	
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Indoor Lap Swim Pass		45.00 - EE, Reserves, Retiree only	
<b>Winter Swim Pass, purchased after August 15</b>			
Individual w/RCM		12.50	
Family w/RCM		25.00	
Individual w/o RCM		47.50	
Family w/o RCM		65.00	
A full list of drop in fitness classes now included under the membership can be found the web at <a href="http://www.cedarfalls.com/fitness">www.cedarfalls.com/fitness</a>			
<b>COMMUNITY CENTER RENTAL</b>			
<b>Regular Hours:</b>			
<b>Monday-Friday 8am - 4pm</b>			
<b>Seniors citizens (over 65) Events:</b>			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Monday-Friday Non-Holidays 8am - 4pm			
Non-Organized Clubs	No Charge		
Organized Clubs	\$8.00	Per hour	
Outside Regular Community Center Hours	\$10.00	Per hour	
<b>All Other Non-Profit Events:</b>			
Non-Holiday weekdays 8am-4pm			
Area of facility (Includes Staff Cost):			
Minimum 1 1/2 hour Rental			
Main Hall	\$50.00	Per hour	
Dance Floor	\$25.00	Per hour	
Main Hall and Dance Floor	\$60.00	Per hour	
Weekends, Holidays & Outside of Regular Hours -			
Minimum 1 1/2 hour Rental			
Area of facility (Includes Staff Cost):			
Main Hall	\$60.00	Per hour	
Dance Floor	\$30.00	Per hour	
Main Hall and Dance Floor	\$75.00	Per hour	
Security Deposits for Weekends, Holidays & Outside of Regular Hours:			
Non-Beer and/or Wine Events	\$250.00		
Events with Beer and/or Wine	\$500.00		
<b>HEARST CENTER FOR THE ARTS:</b>			
Members of Friends of the Hearst receive 10% off space rental			
Qualifying nonprofit or educational groups receive 50% off space rental			
Equipment and staffing fees are the same for everyone			
Mae Latta Hall	45.00	Per hour	
Hearst Reading Room	20.00	Per hour	
Nancy Price Meeting Room	15.00	Per hour	
Rownd I & Rownd II Classrooms	35.00	Per hour for one room	
	50.00	Per hour for both rooms	
McElroy Classroom	35.00	Per hour	
Corning Patio	40.00	Per hour	
	20.00	Per hour if rented in addition to classroom	
Sculpture Garden	350.00	up to four hours	
	50.00	each additional hour	
<b>Equipment Use and Service:</b>			
Piano	45.00		
Room Set-Up	30.00	for events fewer than 25	
	45.00	for groups 26-100	
<b>Additional Fees:</b>			
Staff member if event takes place outside center hours	\$30.00	Per hour	
An additional fee will be deducted from the security deposit if the space requires cleaning.			
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made			
All events during which food or beverages will be served require a security deposit of \$250.00			
Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed			
<b>VISITOR CENTER RENTAL</b>			
During Regular Business Hours:			
Monday-Friday			
Half Day (4 hours)	\$150.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
Full Day (8 hours)	\$300.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
<b>PAW PARK</b>			
Usage Fees			
Annual			
First Dog	\$15.00		
Each Additional Dog	\$15.00		
Daily	\$2.00	Per dog	
<b>VETERANS PARK</b>			
Memorial Brick	\$75.00		
<b>CEMETERY FEES</b>			
Services			
Adult Spaces, Flush Marker Section	\$675.00	Add: perpetual care additional \$150.00	750.00
Adult Spaces, Monument Section	\$800.00	Add: perpetual care additional \$170.00	850.00
Infant Spaces 2' X 5'	\$250.00		
Infant Spaces 2.5' X 5'	\$260.00		
Adult Open and Close - Weekday	\$750.00		800.00
Adult Open and Close - Saturday a.m.	\$900.00		950.00
Adult Open and Close - Saturday p.m.	\$950.00		1000.00
Adult Open and Close - Less than 8-hour Notice	\$925.00		1100.00
Infant Open and Close - Weekday			
Without Tent	\$335.00		350.00
With Tent	\$385.00		400.00
Infant Open and Close - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		
PM - Add	\$50.00		
		Add: Columbarium, 1 space. Includes open to close, plaque, perpetual care	2500.00
Cremains - Weekday			
Without Tent	\$350.00		400.00
With Tent	\$400.00		450.00
Cremains - Saturday			
Without Tent	\$425.00		500.00
With Tent	\$500.00		600.00
PM - Add	\$60.00		100.00
Winter Cremains - Weekday with Tent	\$625.00		650.00
Winter Cremains - Saturday a.m. with Tent	\$725.00		750.00
Winter Cremains - Saturday p.m. with Tent	\$775.00		800.00
Services before 9:00 a.m.	\$175.00	Additional	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
Services entering Cemetery after 3:00 p.m.	\$200.00	Additional and	Change to: 2:00 pm	400.00					
	\$50.00	Each hr after 4:00 p.m.	Change to: 3:00 pm	150.00					
Disinterment - Adult	\$1,250.00			1600.00					
Disinterment - Infant/Cremains	\$550.00								
Foundation and Marker Permit (Charged to Monument Company)	\$65.00								
Cemetery Lot Ownership and Deed Changes	\$60.00			80.00					
NOTE: No Tent Service Available for Interments which Require a Vault				80.00					
<b>SEC. 16-99 HAZARDOUS WASTE SPILLS</b>	\$50.00	Min. per Incident							
<b>SEC. 17-232 TREE TRIMMER'S LICENSE</b>	\$55.00	Each year							
Bond or Evidence of Insurance	\$5,000.00								
Certificate of Liability Insurance	\$100,000/ \$300,000								
<b>SEC. 17-247 FAILURE TO DESTROY NOXIOUS WEEDS &amp; OTHER VEGETATION</b>									
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="https://iowadot.gov/local_systems/Equipment-Rates">https://iowadot.gov/local_systems/Equipment-Rates</a>						
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 10% of contractor invoice								
<b>SEC. 19-57 MAILBOX DAMAGE REPAIR</b>	Up to/not to exceed \$75.00								
<b>SEC. 19-176 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT</b>	\$30.00								
<b>SEC. 19-183 REPAIR OF DEFECTIVE SIDEWALKS</b>									
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A. §364.12(2)(b), (e)							
<b>SEC. 19-185 REMOVAL OF SNOW &amp; ICE FROM SIDEWALKS</b>									
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="https://iowadot.gov/local_systems/Equipment-Rates">https://iowadot.gov/local_systems/Equipment-Rates</a>						
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor								
<b>SEC. 19-214 DRIVEWAY ENTRANCE PERMIT</b>	\$30.00								
<b>SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND</b>	\$5,000.00	Renewable annually							
<b>SEC. 19-2 STREET MEETINGS</b>									
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00							
<b>SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT</b>	\$25.00	Annually							
<b>SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK</b>	\$25.00	Annually							
<b>SEC. 19-96 SIDEWALK CAFÉ PERMIT</b>	\$50.00 \$250.00	Annually Cash deposit							
<b>SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT</b>	\$1.00	Per square foot of public sidewalk within sidewalk café area							
<b>SEC. 19-134 EXCAVATION PERMIT</b>	\$30.00								
<b>SEC. 20-34 APPROVAL OF MINOR PLAT</b>	\$150.00								
<b>SEC. 20-59 APPROVAL OF PRELIMINARY PLAT</b>	\$300.00	Plus \$5.00 per acre							
<b>SEC. 20-104 APPROVAL OF FINAL PLAT</b>	\$300.00		Add: Resubmittal (two or more resubmittals)	\$100.00 per resubmittal					
<b>SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY</b>	\$200.00		Add: Resubmittal (two or more resubmittals)	\$100.00 per resubmittal					
<b>UTILITY EASEMENT VACATION</b>	\$200.00								
<b>CHAPTER 23 TRAFFIC AND MOTOR VEHICLES</b>									
<b>PARKING METER</b>		Fees Covered By Ordinance							
<b>SEC. 23-359 IMMOBILIZATION OF VEHICLES</b>	\$50.00								
<b>SEC. 23-413 PARKING PERMITS</b>	\$35.00	per month							
<b>SEC. 23-413 PAID PARKING RATES</b>	\$50/ <del>\$3.00</del>	per hour/ <del>per day until 5 pm</del>	Daily rate removed upon request of merchants						
	\$3.00	after 5 pm	Remove fee- evening rate removed upon request of merchants						
<b>SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG</b>	\$2.00								
<b>CHAPTER 24 UTILITIES</b>									
<b>SEWERS AND SEWAGE DISPOSAL</b>									
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity							
Hydro-Cleaner	\$150.00	Per Hour							
Sludge Truck	\$150.00	Per Hour							
Sewer Televising Apparatus	\$150.00	Per Hour							
Utility Truck	\$75.00	Per Hour							
Pump	\$50.00	Per Hour							
All equipment listed above: 1-Hour Minimum									

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee	
<b>SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION</b>			
Subdivision plat or initial land development	\$50.00	Per acre exposed	
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit	
	\$50.00	Per residential unit for multiple unit complex	
	\$10.00	Per 1,000 sq. ft. of impervious surface	
<b>SEC. 25 VEHICLES FOR HIRE</b>			
<b>SEC. 25-30 License Fee</b>	\$110.00	Each year before March 31	
	\$165.00	after March 31	
	\$30.00	Each vehicle before March 31	
	\$45.00	after March 31	
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence	
<b>SEC. 25-35 APPLICATION FOR DRIVER LICENSE</b>	\$12.00	Each	Change to: SEC. 25-35 APPLICATION FOR DRIVER - VEHICLE FOR HIRE
<b>SEC. 25-41 Renewal of license</b>	\$6.00	Each renewal before March 31	
	\$12.00	Each renewal after March 31	
<b>SEC. 26-4 ZONING ORDINANCE AMENDMENT (TEXT OR MAP)</b>			
Rezoning Request	\$500.00		525.00
			Add: Comprehensive Plan/Future Land Use Map Amendment
			150.00
Board of Adjustment – Variances	\$350.00		375.00
Board of Adjustment – Special Exceptions	\$350.00		375.00
Land Use Permits	\$35.00		40.00
			Add: Master Plan Amendment
			150.00
			Add: Signs, Minimum all signs and
			40.00
			Add: Each additional sq. ft. of sign area > 100 sq. ft.
			\$200.00 max.
			1.00
Site Plan Review			
- Façade Review for commercial & minor residential improvements	\$55.00		60.00
- Residential Review, Single Family & Two-Family Residential	\$110.00		115.00
- Commercial Review including multi-family residential facilities	\$325.00		350.00
- Commercial and Multi-family (over 2 units), when no P&Z/CC review is applicable	\$175.00		200.00
Resubmittal (2nd time or more)	\$100.00		Change to: Resubmittal (two or more resubmittals)
<b>SEC. 26-134 Communication Towers Small Wireless Facility</b>			
Initial Application Fee	\$500.00	5 or more, \$500/first + \$50/each additional	
Annual Usage Fee	\$100.00	per year, per facility	
<b>SEC. 26-138 Wind Energy Facilities</b>			
	\$200.00		

**COMMERCIAL FIRE INSPECTION FEE SCHEDULE**

The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.

New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.

**ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES**

The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.

**(1) Non-residential businesses annual fee schedule for life safety inspection.**

The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.

SQUARE FOOT	Fee
1 - 2,000	\$40
2,001 - 10,000	\$70
10,001 - 20,000	\$100
20,001 - 50,000	\$195
50,001 - 100,000	\$225
over 100,000	\$300

Any building that is fully sprinkled will receive a credit of 50% of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)

**REINSPECTION FEES:**

At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.

REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)

**FIRE RESPONSE INSURANCE RECOVERY FEE:**

Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.

The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.

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## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Green and City Council Members  
**FROM:** Brenda Balvanz, Human Resources Specialist  
**DATE:** May 31, 2022  
**SUBJECT:** Revised Job Classification – Public Works & Parks Supervisor

The City's Public Works & Parks Supervisor job classification was recently revised to include additional references to refuse collection, recycling services, and street, sidewalk, alley, and parking lot construction and maintenance; the addition of Horticulturist supervision; and removal of fleet maintenance related items covered in a separate job classification. Attached are the redlined updates for ease of review and final format that staff recommends for approval.

If you have questions regarding the revisions, please contact Bailey Schindel at 319-268-5531 or Brian Heath at 319-268-5575.

Attachments



## JOB CLASSIFICATION

<b>Job Title</b>	Public Works <del>and &amp;</del> Parks Supervisor	<b>Job Code</b>	650
<b>Department</b>	Public Works	<b>Pay Band</b>	411
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	6/2012	<b>Adopted</b>	7/23/2012
<b>Amended</b>	6/23/2014, 12/17/2018, <del>06/21/2021</del> , <u>6/6/2022</u>		

*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

Plan, supervise, and participate in the work of staff responsible for the daily operations of an assigned section within the Operations & Maintenance Division, including cemeteries, parks, playgrounds, recreational trails, public grounds and recreational trails, golf courses, project landscaping, and street, sidewalk, alley, and parking lot construction and maintenance; the position may also be responsible for refuse collection, disposal, and recycling services; provide responsible staff assistance to the Operations & Maintenance Manager.

### SUPERVISION RECEIVED AND EXERCISED

- Receives direction from the Operations ~~and &~~ Maintenance Manager.
- Exercises direct supervision over positions such as: Arborists, Horticulturist, Equipment Operators, Laborers, and Maintenance Workers.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare various reports on Operations & Maintenance Division operations and activities; coordinate projects/employees with other Public Works & Parks Division supervisors.
- Answer questions and provide information to the public concerning Operations & Maintenance Division facilities and operations, maintenance practices, policies and procedures; investigate complaints (including vegetation ordinance) and take corrective action. Conduct inspections, prepare correspondence, and meet with the public.



## JOB CLASSIFICATION

- Oversee and participate in the preparation of specific events, including setup of special equipment and materials; ensure materials are returned to appropriate locations.
- ~~Participate in and monitor the maintenance and operation of all equipment and vehicles assigned to the work area; work with equipment maintenance personnel to coordinate repair and maintenance of vehicles and equipment; ensure all assigned staff follow all preventive maintenance guidelines; evaluate equipment condition, forecast usable equipment life, plan for cost effective, long-term replacement of equipment through the vehicle replacement program; prepare and review specifications for equipment and materials and make recommendations for new purchases; order and purchase supplies and equipment as appropriate; maintain contacts with vendors to procure equipment and supplies; approve purchases and monitor administration of annual budget; recommend budgetary adjustments as appropriate.~~
- Assist with design and development of Operations & Maintenance Division projects; review plans, specifications, contract documents and work schedules for various projects and work programs; coordinate and supervise contractor projects related to the work area's range of services and activities; monitor projects to ensure contractors meet workmanship, specifications and terms of contracts; work with contractors to solve problems; estimate project costs; participate in the coordination of construction projects with other city divisions and departments.
- Sell cemetery plots; maintain records of sales; process deeds and ownership records; record and file all appropriate documents; collect and process fees; recommend cemetery rates, land use, rules and regulations. Supervise burials; maintain interment records; ensure compliance with all appropriate regulations and laws; oversee placement of monuments and facings; assign and monitor repair of monuments.
- Supervise internal and external pesticide applicators, coordinate annual work, and update pesticide reduction plan.
- Supervise the snow removal plan for the city; assign crews to specific routes or functions; ensure the readiness of the equipment and supplies; monitor the supplies of materials needed to sand and treat roadways, parking lots and sidewalks; ensure the adequate assignment of staff to the snow removal operations and activities; participate in the work of snow removal as required; schedule and assign personnel to call back status.
- Supervise refuse collection operations; monitor and adjust both yard waste and solid waste routes as necessary and assign staff; supervise transfer station and recycling operations according to established guidelines; keep abreast of DNR permitting and requirements and ensure compliance; monitor compost facility operations; perform analytical testing of finished compost.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures for assigned work area; assess and monitor work load; identify opportunities for improvement and review with management staff; implement improvements.
- Participate in the selection of staff; provide or coordinate staff training; motivate and evaluate employee performance; work with employees to correct deficiencies; recommend disciplinary and termination procedures.

**Comment [BH1]:** This paragraph pertains to the fleet maintenance supervisor position which has its own job description so can be removed



## JOB CLASSIFICATION

- Provide responsible staff assistance to the Operations & Maintenance Manager; assist with annual budget preparations and administration; forecast and recommend funds for staffing, equipment, materials, supplies and other resources; prepare and present staff reports and other necessary correspondence.
- Serve as liaison for the assigned work area with other work areas, departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Ensure the adherence to safe work practices by all assigned personnel; ensure the adherence of the work area's services and operations to all applicable local, state and federal standards, ordinances, statutes and guidelines.

### OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in areas of responsibility; attend and participate in professional development meetings as assigned.
- Conduct special reports and research as required.
- Participate in union contract negotiations; participate in the resolution of employee grievances.
- May assume responsibility for multiple work areas as assigned.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a municipal cemetery.
- Regulations and procedures for conducting and preparing burials.
- ~~Administrative procedures for selling and recording burial plots.~~
- Grounds and facility maintenance operations and activities.
- Principles and procedures of grounds maintenance, light construction, equipment operations, tools, and safety inspections and practices.
- ~~Solid waste and yard waste collection and disposal practices, including Iowa Department of Natural Resources permitting and compliancy regulations.~~
- ~~Yard waste composting operations.~~
- ~~Current trends in the recycling industry.~~



## JOB CLASSIFICATION

- Operations, services, and activities of a sanitation services program, including operations of a transfer station.
- Basic carpentry, masonry, painting, and lawn care.
- ~~Administrative procedures for selling and recording burial plots.~~
- ~~Current trends, techniques, and work procedures in park, grounds maintenance, or tree care and maintenance.~~
- Playground equipment installation and safety.
- Procedures and regulations for pesticide and other chemical applications.
- Current trends, operations, services, and activities in park development and maintenance programs.
- Construction and landscaping methods, procedures, and practices.
- Operations, ~~repair, and maintenance~~ of all vehicles, equipment, and machinery related to areas of responsibility.
- ~~Cemetery, Park, or~~ Arborist operations, ~~duties and requirements~~ including tree and shrub identification.
- ~~Operations, services, equipment, and activities of sanitation and street construction and maintenance program.~~
- Concrete and asphalt construction practices.
- Sanitary and storm sewer maintenance and construction practices.
- Reading and data input utilizing GIS.
- Performing grade work.
- ~~Operations, services, and activities of a sanitation services program, including operations of a transfer station.~~
- City infrastructure.
- Principles and procedures of record keeping.
- Modern office procedures, methods, and computer equipment.
- Basic principles and procedures for development and administration of a municipal budget.
- Procedures and policies for purchasing supplies and equipment.



## JOB CLASSIFICATION

- Pertinent federal, state, and local laws, codes and safety regulations.
- Occupational hazards and standard safety precautions necessary during working conditions.
- Principles of employee selection, supervision, training and performance evaluation.

### ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including the general public.
- Oversee and coordinate multiple projects.
- Prepare clear and concise reports.

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Four years of increasingly responsible experience in cemetery operations, grounds maintenance, arboricultural services or related area; or streets construction and maintenance and /or sanitation services and operations or related area; including one year of lead supervisory responsibility.

Experience operating Operations & Maintenance Division hand tools, vehicles and equipment.

Experience preferred in diagnosing, repairing, maintaining and purchasing large and small maintenance equipment and vehicles.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain a Class B Commercial Driver's License (CDL).

### WORKING CONDITIONS AND ENVIRONMENT



## JOB CLASSIFICATION

### ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers;. While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, kneeling or walking for prolonged periods of time; climbing stairs and ladders; stooping; occasional moderate to heavy moving, lifting, strenuous manual labor; the use of arms and legs; general manual dexterity; operating light and heavy motorized equipment and vehicles associated with occasional maintenance and construction activities.



## JOB CLASSIFICATION

<b>Job Title</b>	Public Works & Parks Supervisor	<b>Job Code</b>	650
<b>Department</b>	Public Works	<b>Pay Band</b>	411
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	6/2012	<b>Adopted</b>	7/23/2012
<b>Amended</b>	6/23/2014, 12/17/2018, 6/21/2021, 6/6/2022		

*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

Plan, supervise, and participate in the work of staff responsible for the daily operations of an assigned section within the Operations & Maintenance Division, including cemeteries, parks, playgrounds, recreational trails, public grounds and recreational trails, golf courses, project landscaping, and street, sidewalk, alley, and parking lot construction and maintenance; the position may also be responsible for refuse collection, disposal, and recycling services; provide responsible staff assistance to the Operations & Maintenance Manager.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Operations & Maintenance Manager.

Exercises direct supervision over positions such as: Arborists, Horticulturists, Equipment Operators, Laborers, and Maintenance Workers.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepare various reports on Operations & Maintenance Division operations and activities; coordinate projects/employees with other Public Works & Parks Division supervisors.
- Answer questions and provide information to the public concerning Operations & Maintenance Division facilities and operations, maintenance practices, policies and procedures; investigate complaints (including vegetation ordinance) and take corrective action. Conduct inspections, prepare correspondence, and meet with the public.
- Oversee and participate in the preparation of specific events, including setup of special equipment and materials; ensure materials are returned to appropriate locations.



## JOB CLASSIFICATION

- Assist with design and development of Operations & Maintenance Division projects; review plans, specifications, contract documents and work schedules for various projects and work programs; coordinate and supervise contractor projects related to the work area's range of services and activities; monitor projects to ensure contractors meet workmanship, specifications and terms of contracts; work with contractors to solve problems; estimate project costs; participate in the coordination of construction projects with other city divisions and departments.
- Sell cemetery plots; maintain records of sales; process deeds and ownership records; record and file all appropriate documents; collect and process fees; recommend cemetery rates, land use, rules and regulations. Supervise burials; maintain interment records; ensure compliance with all appropriate regulations and laws; oversee placement of monuments and facings; assign and monitor repair of monuments.
- Supervise internal and external pesticide applicators, coordinate annual work, and update pesticide reduction plan.
- Supervise the snow removal plan for the city; assign crews to specific routes or functions; ensure the readiness of the equipment and supplies; monitor the supplies of materials needed to sand and treat roadways, parking lots and sidewalks; ensure the adequate assignment of staff to the snow removal operations and activities; participate in the work of snow removal as required; schedule and assign personnel to call back status.
- Supervise refuse collection operations; monitor and adjust both yard waste and solid waste routes as necessary and assign staff; supervise transfer station and recycling operations according to established guidelines; keep abreast of DNR permitting and requirements and ensure compliance; monitor compost facility operations; perform analytical testing of finished compost.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures for assigned work area; assess and monitor work load; identify opportunities for improvement and review with management staff; implement improvements.
- Participate in the selection of staff; provide or coordinate staff training; motivate and evaluate employee performance; work with employees to correct deficiencies; recommend disciplinary and termination procedures.
- Provide responsible staff assistance to the Operations & Maintenance Manager; assist with annual budget preparations and administration; forecast and recommend funds for staffing, equipment, materials, supplies and other resources; prepare and present staff reports and other necessary correspondence.
- Serve as liaison for the assigned work area with other work areas, departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.
- Ensure the adherence to safe work practices by all assigned personnel; ensure the adherence of the work area's services and operations to all applicable local, state and federal standards, ordinances, statutes and guidelines.



## JOB CLASSIFICATION

### OTHER DUTIES AND RESPONSIBILITIES

- Stay abreast of new trends and innovations in areas of responsibility; attend and participate in professional development meetings as assigned.
- Conduct special reports and research as required.
- Participate in union contract negotiations; participate in the resolution of employee grievances.
- May assume responsibility for multiple work areas as assigned.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Operations, services, and activities of a municipal cemetery.
- Regulations and procedures for conducting and preparing burials.
- Administrative procedures for selling and recording burial plots.
- Grounds and facility maintenance operations and activities.
- Principles and procedures of grounds maintenance, light construction, equipment operations, tools, and safety inspections and practices.
- Solid waste and yard waste collection and disposal practices, including Iowa Department of Natural Resources permitting and compliancy regulations.
- Yard waste composting operations.
- Current trends in the recycling industry.
- Operations, services, and activities of a sanitation services program, including operations of a transfer station.
- Basic carpentry, masonry, painting, and lawn care.
- Playground equipment installation and safety.
- Procedures and regulations for pesticide and other chemical applications.
- Current trends, operations, services, and activities in park development and maintenance programs.



## JOB CLASSIFICATION

- Construction and landscaping methods, procedures, and practices.
- Operations of all vehicles, equipment, and machinery related to areas of responsibility.
- Arborist operations including tree and shrub identification.
- Operations, services, equipment, and activities of sanitation and street construction and maintenance program.
- Concrete and asphalt construction practices.
- Sanitary and storm sewer maintenance and construction practices.
- Reading and data input utilizing GIS.
- Performing grade work.
- City infrastructure.
- Principles and procedures of record keeping.
- Modern office procedures, methods, and computer equipment.
- Basic principles and procedures for development and administration of a municipal budget.
- Procedures and policies for purchasing supplies and equipment.
- Pertinent federal, state, and local laws, codes and safety regulations.
- Occupational hazards and standard safety precautions necessary during working conditions.
- Principles of employee selection, supervision, training and performance evaluation.

### ABILITY TO PERFORM

- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work including the general public.
- Oversee and coordinate multiple projects.
- Prepare clear and concise reports.



## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Four years of increasingly responsible experience in cemetery operations, grounds maintenance, arboricultural services or related area; or streets construction and maintenance and /or sanitation services and operations or related area; including one year of lead supervisory responsibility.

Experience operating Operations & Maintenance Division hand tools, vehicles and equipment.

Experience preferred in diagnosing, repairing, maintaining and purchasing large and small maintenance equipment and vehicles.

#### MINIMUM EDUCATION OR FORMAL TRAINING

High school diploma or equivalent.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate, valid driver's license.

Possession of, or ability to obtain a Class B Commercial Driver's License (CDL).

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers;. While performing fieldwork-related duties, the employee in this position may occasionally be exposed to loud noises (>85dB), dust, grease, smoke, fumes, gases, and outdoor and extreme weather conditions; electrical hazards; work around moving heavy construction equipment and alongside moving traffic on roads; travel from site to site.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, kneeling or walking for prolonged periods of time; climbing stairs and ladders; stooping; occasional moderate to heavy moving, lifting, strenuous manual labor; the use of arms and legs; general manual dexterity; operating light and heavy motorized equipment and vehicles associated with occasional maintenance and construction activities.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Green & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 26, 2022  
**SUBJECT:** FY2023 Payroll Resolution

Please find attached the following items that cover the period from June 25, 2022 to July 7, 2023:

- FY2023 Payroll Resolution
- FY2023 Pay Plan and Pay Grade Schedules
- FY2023 Workshop/Session/Event Pay Plan
- The pay schedules for the union groups

The payroll resolution implements the 3.00% across the board increase for the first year of the 5-year contract as negotiated with the Parks/Public Works Union and the .50/hour adjustment for each step plus 3.5% across the board increase for the first year of the 5-year contract as negotiated with the Police/Public Safety Union.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the bargaining groups, each employee's performance evaluation, their respective pay band classification, and the merit increase adjustment recommended by Carlson Dettman (attached). The pay bands were adjusted by 3.5% which is consistent with the memo provided to us by Carlson Dettman. Lastly, the resolution also authorizes the pay for the Paid-On-Call (POC's) not covered under union contract.

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


  
 CARLSON  
 DETTMANN  
 CONSULTING  
*A Cottingham & Butler Company*

Date: April 25, 2022  
 To: Jennifer Rodenbeck, Director of Finance and Business Operations  
 From: Patrick Glynn, Director of Total Rewards Consulting  
 Re: 2022/23 Salary Planning

The City has requested assistance in guiding them to a recommendation for their 2022/23 salary structure. Attached you will find a comprehensive memo that is provided annually to certain clients to assist in their salary planning efforts.

At the completion of the City's last market review, we made the following observation:

*“When viewed through the lens of this adjustment [the City’s desired position in the target market], the City falls slightly behind the approximated market. The overall market index for this approach is approximately 95.7%, which then opens up the potential for several options.”*

As a result, the City's competitive balance is not only being challenged by current market pressures, but also by the market that existed prior to the most recent set of events.

In line with the observations made in the attached document, the following are our recommendations for the City:

- Our first recommendation is that the City plan for a salary structure increase of between 3.0% and 4.0%. This might seem less than recent CPI announcements, but (1) CPI is not the only indicator for salary planning and (2) the structural adjustment is not the only increase received by employees.
- As it relates to the City's merit increase budget, we recommend a range of an additional 1.0% to 3.0%. While each employee is unlikely to receive the same merit adjustment, such a system allows the City to allocate a good portion of its limited financial resources to its top performers.
- We also recommend the City set aside a limited pool of funds to address individual classifications that have fallen (or will fall) out of alignment with the marketplace. We have not been made aware of any specific classifications to which this may apply, but the labor markets continue to evolve more quickly for some jobs than others.

The recommended structural and merit increase adjustments should provide a solid starting point for growing salary demands in the face of rising inflation. If the inflationary indicators continue to increase, it may place even greater pressure on wage expectations. Unfortunately, we have no way of knowing when inflation will subside, but we can all agree that it cannot happen soon enough.

While there is no doubt that said increases will place a great deal of pressure on municipal budgets, but we are witnessing economic events not seen in the last several decades.

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Ron Gaines	City Administrator Longevity		100.509 0.317
Shane Graham	Economic Development Coordinator Longevity Longevity, December 21, 2022	412	42.679 0.087 0.144
Amanda Huisman	Communication Specialist Longevity, May 20, 2023	409	37.933 0.087

**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS****ADMINISTRATION DIVISION**

Jennifer Rodenbeck	Director of Finance & Business Operations Longevity	420	87.104 0.490
Cathy Niebergall	Financial Technician (Part-Time)	308	34.120

**FINANCIAL SERVICES DIVISION**

Heidi Andersen	Financial Clerk (Part-Time)	306	21.257
Patricia Freese	Financial Clerk (Part-Time)	306	21.908
Katherine Aguiar	Payroll/HR Technician Longevity Longevity, May 13, 2023	307	24.501 0.144 0.202
Paul Kockler	Accountant Longevity, August 20, 2022	409	37.115 0.087
Andrea Ludwig	Financial Clerk Longevity	306	22.055 0.144
Lisa Roeding	Controller/City Treasurer Longevity Longevity, March 1, 2023	414	55.663 0.317 0.375

**HUMAN RESOURCES DIVISION**

Brenda Balvanz	Human Resource Specialist Longevity Longevity, September 22, 2022	309	M 43.576 0.433 0.490
Bailey Schindel	Human Resources Manager	414	40.865
Colleen Sole	Human Resource Specialist Longevity Longevity, July 12, 2022	309	38.631 0.260 0.317

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
<b><u>PUBLIC RECORDS DIVISION</u></b>			
Marcie Breitbach	Administrative Supervisor Longevity Longevity, April 1, 2023	409	28.409 0.087 0.144
Jacqueline Danielsen	City Clerk Longevity Longevity, December 27, 2022	413	50.581 0.606 0.663
Amy Eggleston	Administrative Assistant Longevity	305	20.362 0.087
Courtney Fisher	Administrative Assistant (Part-Time)	305	20.493
Joanne Goodrich	Administrative Assistant Longevity	305	25.089 0.375
Haley Habinck	Administrative Assistant (Part-Time)	305	18.665
Kim Kerr	Administrative Supervisor Longevity	409	28.409 0.260
Lisa Reiter	Administrative Assistant Longevity	305	25.147 0.202
Karen Stevens	Administrative Assistant Longevity, January 21, 2023	305	19.225 0.087
Katherine Terhune	Administrative Assistant	305	18.736
<b><u>INFORMATION SYSTEMS DIVISION</u></b>			
Scott Ameling	Information Systems Technician I Longevity, October 31, 2022	306	21.580 0.087
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity	412	43.538 0.317
Shelby Gappa	Production Assistant II (Part-Time)	016	14.243
Cory Hines	GIS Analyst Longevity Longevity, December 9, 2022	411	POC 43.797 0.087 0.144
Dan Jaeger	Information Systems Technician II Longevity	308	POC 32.606 0.317
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	23.802
Michael Mennan	Video Production Specialist Longevity, May 13, 2023	308	27.754 0.087

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Jeremy Ott	Video Production Supervisor Longevity	311	35.875 0.144
Julia Sorensen	Information Systems Manager Longevity	415	51.969 0.087
Pat Williams	Network Administrator Longevity Longevity, April 16, 2023	411	45.116 0.375 0.433
<b><u>LEGAL SERVICES DIVISION</u></b>			
Kevin Rogers	City Attorney Longevity	419	82.225 0.087
<b><u>PARKING</u></b>			
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	20.778
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	20.778
Caleb Wynstra	PT-Parking Metter Attendant February 16, 2023	PT-1 B PT-1 C	17.482 17.986
<b><u>LIBRARY</u></b>			
Kristi Anhalt	Librarian (Part Time)	409	38.116
Jessica Bamford-Love	Library Assistant Longevity Longevity, September 13, 2022	305	19.725 0.087 0.144
Jersie Benson	Library Intern (Part-Time)	010	8.819
Sundance Bock	Library Assistant (Part-Time)	305	18.880
Jennifer Brannan	Library Assistant	305	18.855
Timothy Daniels	Library Administrative Assistant Longevity, January 28, 2023	306	21.302 0.087
Bryony Diaz Rodriguez	Library Assistant (Part-Time)	305	19.546
Aimee Erne	Library Page (Part-Time)	301	11.597
Dawn Groskurth	Library Page (Part-Time)	301	11.607
Rebecca Hosford	Youth Services Senior Librarian Longevity, May 28, 2023	412	37.145 0.087
Mary Kabel	Library Education Coordinator (Part-Time)	308	28.880
Nona Kanago	Library Page (Part-Time)	301	13.291
David Keiser	Library Page (Part-Time)	301	10.975

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Robert LaFountain	Facility Assistant (Part-Time)	013	13.063
Elizabeth Lavenz	Library Page (Part-Time)	301	10.536
Renae Loomis	Library Assistant Longevity	305	26.647 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	18.547
Dan Meier	Library Assistant Longevity Longevity, October 7, 2022	305	25.088 0.144 0.202
Tessa Michaelsen	Library Assistant (Part-Time)	305	17.682
Katherine Nedwick	Library Assistant	305	20.354
Laura Pagel	Library Assistant Longevity Longevity, April 4, 2023	305	20.541 0.087 0.144
Anastasia Parsons	Library Assistant (Part-Time)	305	18.547
Ambri Refer	Librarian (Part Time)	409	28.403
Marykaye Roberts	Library Assistant Longevity	305	19.962 0.144
Sarah Schmidt	Library Assistant (Part Time)	305	18.880
Owen Schubach	Library Assistant (Part-Time)	305	18.547
Adam Sitzmann	Library Assistant (Part-Time)	305	18.547
Kelly Stern	Library Director Longevity Longevity, May 17, 2023	417	53.971 0.202 0.260
Amy Stuenkel	Senior Librarian Longevity	412	40.083 0.144
Julia Wehr	Library Assistant (Part-Time)	305	19.336
Danielle Zeien	Library Intern (Part-Time)	010	8.819

**DEPARTMENT OF COMMUNITY DEVELOPMENT****ADMINISTRATION DIVISION**

Stephanie Houk Sheetz	Director of Community Development Longevity	420	71.925 0.144
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**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
<b><u>PLANNING &amp; COMMUNITY SERVICES DIVISION</u></b>			
Jaydevsinh Atodaria	Planner I	307	30.661
Robyn Cusmano	Acting Community Services Coordinator Housing Program Specialist (Part-Time)	307 306	21.936 20.948
Karen Howard	Planning & Comm Serv. Manager Longevity	415	55.890 0.087
Michelle Pezley	Planner III	412	37.244
Richard "Chris" Sevy	Planner I	307	29.731
Thomas Weintraut	Planner III	412	45.528
<b><u>INSPECTION SERVICES DIVISION</u></b>			
Jamie Castle	Inspection Services Mgr. Longevity	414	48.444 0.087
Jeffrey Craig	Inspector	309	30.581
John Henderson	Inspector Longevity Longevity, August 10, 2022	309	38.533 0.202 0.260
Jason Mai	Inspector Longevity	309	31.030 0.087
Adam Spray	Code Enforcement Officer	307	POC 26.000
Mark Sturm	Inspector Longevity	309	39.666 0.260
Joel Wardell	Inspector Longevity	309	30.860 0.087
<b><u>V&amp;T/CULTURAL SERVICES DIVISION</u></b>			
Adam Bolander	V&T Sales/Marketing Coordinator	309	28.505
Bonita Cunningham	Office Assistant (Part-Time)	304	17.497
Emily Drennen	Hearst Coordinator (Part-Time)	308	30.783
Abby Haigh	Office Assistant (Part-Time)	304	17.911
Angela Hickok	Education Coordinator (Part-Time)	308	26.246
Maggie Hines	Hearst Assistant (Part-Time)	013	12.540

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	23.875
Debra Lewis	Office Assistant (Part-Time)	304	17.543
Jennifer Pickar	Tourism & Cultural Programs Manager	413	44.576
Lea Stewart	Sr. Service Coordinator (Part-Time)	305	20.931
Claire Timmerman	Hearst Lab Technician (Part-Time)	015	14.630
Ana Verastegui	Office Assistant (Part-Time)	304	17.543
Rebekah Wagner	V&T Coordinator (Part-Time)	307	24.394

**RECREATION & MUNICIPAL PROGRAMS DIVISION**

Christine Anderson	Recreation Program Coordinator (Part-Time)	309	31.350
Sawyer Burch	Office Assistant (Part-Time)	304	17.383
John Cannon	Office Assistant (Part-Time)	304	17.383
Megan Gerhardt	Fitness Coordinator (Part-Time)	409	30.529
Brock Goos	Recreation Program Supervisor Longevity Longevity, January 14, 2023	411	42.741 0.433 0.490
Brooke Kattelman	Office Assistant (Part-Time)	304	17.383
Chris Schoentag	Recreation Program Supervisor Longevity Longevity, December 7, 2022	411	34.843 0.375 0.433
Mike Soppe	Recreation & Community Programs Manager Longevity Longevity, July 14, 2022	413	40.865 0.317 0.375
Andrew Wagner	Administrative Supervisor	409	25.962

**DEPARTMENT OF PUBLIC WORKS****ADMINISTRATION DIVISION**

Chase Schrage	Director of Public Works Longevity Longevity, January 2, 2023	420	69.445 0.144 0.202
Julia Donahue	Administrative Assistant	305	25.918
Laurie Lynch	Administrative Assistant (Part-Time)	305	18.990

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Brian Heath	Operations & Maintenance Manager Longevity	415	M 67.288 0.663
<b><u>ENGINEERING DIVISION</u></b>			
Luke Andreasen	Principal Engineer	413	47.579
Brett Armstrong	Civil Engineer I Longevity, May 20, 2023	410	32.845 0.087
Steven Brooks	Engineering Technician I	307	24.306
Benjamin Claypool	Civil Engineer II Longevity, May 20, 2023	411	37.370 0.087
Nicholas Erickson	Engineering Technician II Longevity Longevity, June 13, 2023	309	POC 31.414 0.087 0.144
Brad Foulk	Engineering Technician II Longevity	309	28.968 0.087
Maria Perez Gonzalez	Storm Water Specialist	309	34.573
J. Cody Hager	Engineering Technician II Longevity	309	39.261 0.317
Matthew Tolan	Civil Engineer II Longevity	411	38.485 0.087
David Wicke	City Engineer	417	67.537
<b><u>CEMETERY SECTION</u></b>			
Scott Crawford	Maintenance Worker October 11, 2022	15 G 15 H	25.984 27.033
Jeremiah Hook	Equipment Operator	17 H	29.576
Brett Morris	Public Works & Parks Supervisor Longevity	411	34.112 0.087
<b><u>PARK SECTION</u></b>			
Kim Armstrong	Laborer (Part-Time) March 27, 2023	8 G 8 H	18.976 19.742
Robert Conrad	Laborer (Part-Time)	8 H	19.742
Kevin Cross	Public Works & Parks Supervisor Longevity	411	POC 46.029 0.260
Andrew Hoyer	Equipment Operator July 21, 2022	17 E 17 F	26.802 27.601

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Greg Miller	Laborer (Part-Time)	8 H	19.742
Ryan Rieger	Arborist Longevity, May 13, 2023	308	31.032 0.087
Harold Runkle	Senior Groundskeeper Longevity	17 H	29.576 0.663
Tobias Sires	Arborist	308	25.902
<b><u>BUILDING MAINTENANCE SECTION</u></b>			
Matthew Buck	Bldg. Maintenance Supervisor Longevity	411	POC 40.408 0.202
Brett Riley	Maintenance Worker March 18, 2023	15 E 15 F	24.485 25.227
<b><u>REFUSE OPERATIONS SECTION</u></b>			
Jeff Bass	Maintenance Worker (Part-Time) October 8, 2022	15 E 15 F	24.485 25.227
Benjamin Bausman	Maintenance Worker July 8, 2022	15 D 15 E	23.778 24.485
Christopher Blohn	Maintenance Worker	15 H	27.033
Virgil Butterfield	Maintenance Worker (Part-Time)	15 H	27.033
Stephanie Camargo	Maintenance Worker (Part-Time) March 18, 2023	15 E 15 F	24.485 25.227
Richard Christensen	Maintenance Worker (Part-Time) October 8, 2022	15 E 15 F	24.485 25.227
Logan Clements	Maintenance Worker October 18, 2022 April 18, 2023	15 A 15 B 15 C	21.761 22.414 23.090
Lisa Conrad	Maintenance Worker (Part-Time) October 8, 2022	15 E 15 F	24.485 25.227
Kathy Gaede	Maintenance Worker (Part-Time) February 13, 2023	15 F 15 G	25.227 25.984
Scott Goodenbour	Maintenance Worker	15 H	27.033
Clayton Konz	Maintenance Worker (Part-Time) January 10, 2023	15 B 15 C	22.414 23.090

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Robert Martin	Maintenance Worker (Part-Time) December 26, 2022	15 E 15 F	24.485 25.227
Trey Morris	Maintenance Worker (Part-Time) January 10, 2023	15 B 15 C	22.414 23.090
Mike Ravn	Maintenance Worker (Part-Time) October 8, 2022	15 E 15 F	24.485 25.227
Nicholas "Joel" Sires	Maintenance Worker June 1, 2023	15 C 15 D	23.090 23.778
Doyle Smith	Public Works & Parks Supervisor Longevity	411	39.403 0.433
Roy Trenkamp	Maintenance Worker	15 H	27.033
<b><u>WATER RECLAMATION DIVISION</u></b>			
Ryan Bonjour	Maintenance Worker	15 H	27.033
Tyler Griffin	Water Reclamation Supervisor Longevity Longevity, March 10, 2023	411	POC 40.895 0.202 0.260
John Koch	Waste Water Operator I	16 H	28.275
Keith Lewis	Waste Water Operator I	16 H	28.275
Jeremy Northrup	Waste Water Operator I	16 H	28.275
Michael Nyman	Water Reclamation Manager Longevity	414	POC 51.448 0.606
Landon Parmer	Maintenance Worker June 3, 2023	15 E 15 F	24.485 25.227
Chris Robinson	Equipment Mechanic	18 H	30.928
Rodney Smith	Waste Water Operator II Longevity	18 H	30.928 0.606
Kelly Tegtmeier	Maintenance Worker Longevity	15 H	27.033 0.663
Ted Timson	Maintenance Worker	15 H	27.033
Patricia Tometich	Laboratory Technician	18 H	30.928
Morgan Williams	Waste Water Operator I March 8, 2023	16 C 16 D	24.146 24.872

**SANITARY SEWER SECTION**

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Larry Camarata	Maintenance Worker	15 H	27.033
Josh Timmerman	Equipment Operator	17 H	29.576
<b><u>STREET CONSTRUCTION SECTION</u></b>			
Adam Burg	Equipment Operator	17 H POC	29.576
Jacob Clark	Maintenance Worker October 1, 2022	15 E 15 F	24.485 25.227
James Dietz	Maintenance Worker	15 H	27.033
Dennis Douglas	Equipment Operator	17 H	29.576
Rick Ehmen	Maintenance Worker	15 H	27.033
Royce Eiklenborg	Maintenance Worker	15 H	27.033
Mark Forrester	Equipment Operator Longevity	17 H	29.576 0.663
Robert Henry, Jr.	Maintenance Worker	15 H	27.033
Trevor Johnson	Equipment Operator July 12, 2022	17 B 17 C	24.522 25.255
Cody Kayser	Equipment Operator July 18, 2022	17 G 17 H	28.434 29.576
Ken Lewis	Maintenance Worker	15 H	27.033
Shem McCoy	Maintenance Worker September 20, 2022	15 B 15 C	22.414 23.090
Casey Paine	Maintenance Worker September 30, 2022	15 C 15 D	23.090 23.778
Josiah Smith	Maintenance Worker October 7, 2022	15 D 15 E	23.778 24.485
Travis Schlamp	Equipment Operator	17 H	29.576
Joe Tegtmeier	Maintenance Worker	15 H	27.033
Jason Yearous	Public Works & Parks Supervisor Longevity	411	33.664 0.144
Carl Yokem	Maintenance Worker	15 H	27.033

**TRAFFIC OPERATIONS SECTION**

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>POC</b>	<b>HOURLY</b>
Brian Graham	Maintenance Worker	15 H	POC	27.033
Matthew Lukehart	Traffic Operations Supervisor Longevity	411		34.980 0.087
<b><u>VEHICLE MAINTENANCE SECTION</u></b>				
Derek Gearhart	Equipment Mechanic April 30, 2023	18 F 18 G		28.872 29.732
Andrew Lee	Asst. Equipment Mechanic June 27, 2022 June 27, 2023	15 C 15 D 15 E		23.090 23.778 24.485
Richard Mitchell	Asst. Equipment Mechanic (Part-Time) June 27, 2022 June 27, 2023	15 C 15 D 15 E		23.090 23.778 24.485
Dustin Rawdon	Fleet Maintenance Supervisor Longevity	411		41.639 0.260
Robert Richardson	Equipment Mechanic	18 H		30.928
Brian Steinlage	Equipment Mechanic	18 H		30.928

**PUBLIC SAFETY SERVICES DEPARTMENT****ADMINISTRATION DIVISION****FIRE DIVISION**

Tryston Adelmund	Public Safety Officer	PSO-2-III		35.980
Zachary Andersen	Public Safety Officer November 8, 2022	PSO-2-II PSO-2-III		35.283 35.980
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief Longevity	416		68.394 0.663
Thomas Baltes	Public Safety Officer Longevity, January 3, 2023	PSO-2-III		35.980 0.087
Derek Brown	Fire Captain Longevity	411	PSO	49.470 0.433
Chris Copp	Public Safety Officer Longevity	PSO-2-IX		41.533 0.260
Scott Dougan, Jr.	Public Safety Officer October 22, 2022 Longevity, October 22, 2022	PSO-2-III PSO-2-IV		35.980 36.690 0.087
Joshua Getz	Public Safety Officer	PSO-2-III		35.980

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Kristi Hanson	Public Safety Officer	PSO-2-II	35.283
	January 11, 2023	PSO-2-III	35.980
Carson Jensen	Public Safety Officer	PSO-2-I	32.014
	December 27, 2022	PSO-2-II	35.283
John Kramer IV	Public Safety Officer	PSO-2-II	35.283
	July 16, 2022	PSO-2-III	35.980
Matt Krueger	Public Safety Supervisor - Lieutenant	412	43.269
	Longevity		0.260
Zachary Ladage	Public Safety Supervisor - Lieutenant	412	46.505
	Longevity		0.260
Tyler Lenox	Public Safety Officer	PSO-2-III	35.980
	Longevity, January 3, 2023		0.087
Kyle Manternach	Public Safety Officer	PSO-2-III	35.980
	January 2, 2023	PSO-2-IV	36.690
	Longevity, January 2, 2023		0.087
Shea McNamara	Public Safety Supervisor-Captain	414	57.630
	Longevity		0.144
	Longevity, January 2, 2023		0.202
Javier Mercado	Public Safety Officer	PSO-2-VII	39.461
	January 7, 2023	PSO-2-VIII	40.433
	Longevity		0.144
	Longevity, January 7, 2023		0.202
Maxton Ross	Public Safety Officer	PSO-2-II	35.283
	July 1, 2022	PSO-2-III	35.980
Lucas Schmidt	Public Safety Officer	PSO-2-III	35.980
	Longevity, May 28, 2023		0.087
Kurt Schreiber	Public Safety Supervisor - Lieutenant	412	52.856
	Longevity		0.490
Ethan Schultzen	Public Safety Officer	PSO-2-III	35.980
Samual Shafer	Public Safety Officer	PSO-2-IX	41.533
	Longevity		0.260
Brad Sherwood	Fire Captain	411	40.310
	Longevity		0.375
Todd Taylor	Fire Captain	411	37.166
	Longevity		0.260
	Longevity, January 15, 2023		0.317
Kelli Yates	Public Safety Supervisor-Captain	414	58.565
	Longevity		0.375

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
John Zolondek	Public Safety Supervisor-Captain Longevity	414	57.630 0.260
<b><u>POLICE DIVISION</u></b>			
Marissa Abbott	Public Safety Officer Longevity, January 2, 2023	PSO-2-III	35.980 0.087
Carson Barron	Acting Public Safety Supervisor-Lieutenant Public Safety Officer April 11, 2023 Longevity Longevity, April 11, 2023	412 PSO-2-IV PSO-2-V	38.525 36.690 37.414 0.087 0.144
Christian Baumgartner	Public Safety Officer	PSO-2-III	35.980
Martin Beckner	Public Safety Supervisor-Lieutenant Longevity Longevity, January 15, 2023	412	52.975 0.375 0.433
Ryan Bellis	Public Safety Officer Longevity	PSO-2-IX	41.533 0.375
Matthew Belz	Police Officer Longevity Longevity, August 7, 2022	P2-IX	37.249 0.260 0.317
Jeremy Berryman	Public Safety Officer March 7, 2023	PSO-1-II PSO-1-III	31.644 32.269
Craig Berte	Acting Director of Public Safety Asst. Director of Public Safety Serv./Police Chief Longevity	420 416	72.894 70.771 0.606
Braden Brown	Community Service Officer I (Part-Time)	015	13.585
Cory Brucker	Community Service Officer I (Part-Time) October 13, 2022	015 015	13.000 13.500
Kaleb Bruggeman	Public Safety Officer Longevity, January 2, 2023	PSO-2-III	35.980 0.087
Gavin Carman	Public Safety Supervisor-Lieutenant Longevity	412	44.487 0.260
Jovan Creighton	Public Safety Officer February 18, 2023 Longevity Longevity, February 18, 2023	PSO-2-VI PSO-2-VII	38.150 39.461 0.144 0.202
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	16.990
Cedric Danilson	Public Safety Officer	PSO-2-III	35.980

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	April 23, 2022 Longevity	PSO-2-IV	36.690 0.087
Alexis Eick	Office Assistant (Part-Time)	304	16.458
Dalton Epley	Public Safety Officer December 27, 2022	PSO-1-I PSO-1-II	28.712 31.644
Clinton Ferguson	Public Safety Officer February 13, 2023 Longevity	PSO-2-IV PSO-2-V	36.690 37.414 0.087
Thomas Fey	Public Safety Officer Longevity	PSO-2-IV	36.690 0.087
Joseph Gale	Crossing Guard (Part-Time)	PT-2	16.990
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	16.990
Jonathan Gerzema	Public Safety Supervisor-Lieutenant Longevity	412	44.027 0.202
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	16.990
Michael Haislet	Police Lieutenant Longevity Longevity, January 15, 2023	412	PSO 47.108 0.375 0.433
Grant Halbur	Community Service Officer I (Part-Time)	015	14.690
Adam Hancock	Public Safety Officer January 30, 2023 Longevity	PSO-2-III PSO-2-IV	35.980 36.690 0.087
Jodi Harn	Administrative Assistant	305	18.952
Jeff Harrenstein	Public Safety Supervisor - Captain Longevity	414	61.065 0.606
Brooke Helgeson	Public Safety Officer August 21, 2022 Longevity	PSO-2-III PSO-2-IV	35.980 36.690 0.087
Kevin Hernandez	Public Safety Officer Longevity	PSO-2-IV	36.690 0.087
Brooke Heuer	Acting Public Safety Supervisor-Captain Public Safety Supervisor-Lieutenant Longevity Longevity, December 4, 2022	414 412	56.932 55.274 0.375 0.433
Morgan Hoeft	Public Safety Officer	PSO-2-III	35.980
Hannah Hoffa	Public Safety Officer	PSO-2-III	35.980

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	Longevity, January 3, 2023		0.087
Mark Howard	Acting Asst. Director of Public Safety/Police Chief	416	63.234
	Public Safety Supervisor-Captain	414	61.392
	Longevity		0.260
	Longevity, January 8, 2023		0.317
Brian Johannsen	Public Safety Officer	PSO-2-IX	41.533
	Longevity		0.260
Cassandra Knudtson	Community Service Officer I (Part-Time)	015	14.378
Brennan Kohls	Office Assistant (Part-Time)	304	17.492
Austin Lechtenberg	Public Safety Officer	PSO-2-III	35.980
	October 22, 2022	PSO-2-IV	36.690
	Longevity, October 22, 2022		0.087
Branden Madsen	Public Safety Officer	PSO-2-III	35.980
	August 21, 2022	PSO-2-IV	36.690
	Longevity		0.087
Michael Marcotte	Public Safety Officer	PSO-2-IV	36.690
	Longevity		0.087
Omar Martinez	Public Safety Officer	PSO-1-I	28.712
	December 27, 2022	PSO-1-II	31.644
Joshua Mixdorf	Public Safety Officer	PSO-1-I	28.712
	July 7, 2022	PSO-1-II	31.644
	July 7, 2023	PSO-1-III	32.269
Stephanie Moore	Public Safety Officer	PSO-2-IX	41.533
	Longevity		0.317
	Longevity, January 2, 2023		0.375
Dennis O'Neill	Public Safety Supervisor-Lieutenant	412	53.796
	Longevity		0.433
Nicholas Puls	Police Officer	P2-IX	37.249
	Longevity		0.317
Troy Purdy	Public Safety Officer	PSO-2-IX	41.533
	Longevity		0.433
Tyler Putney	Public Safety Officer	PSO-2-III	35.980
	Longevity, January 3, 2023		0.087
Kari Rea	Public Safety Supervisor-Lieutenant	412	46.859
	Longevity		0.375
Liesel Alexandria Reimers	Public Safety Officer	PSO-2-III	35.980
	April 23, 2023	PSO-2-IV	36.690
	Longevity		0.087

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Preston Russell	Public Safety Officer	PSO-2-III	35.980
	October 30, 2022	PSO-2-IV	36.690
	Longevity		0.087
Caitlin Ryan	Public Safety Officer	PSO-2-II	35.283
	July 13, 2022	PSO-2-III	35.980
Dylan Scharnau	Public Safety Officer	PSO-1-I	28.712
	April 28, 2023	PSO-1-II	31.644
Kendall Schwan	Public Safety Officer	PSO-2-IV	36.690
	Longevity		0.087
Jeffrey Sitzmann	Public Safety Supervisor - Captain	414	61.046
	Longevity		0.490
Timothy Smith	Public Safety Supervisor-Captain	414	59.975
	Longevity		0.317
Stephanie Tejeda-Gasca	Community Service Officer I (Part-Time)	015	14.108
Ella Whitham	Community Service Officer I (Part-Time)	015	14.108
Laura VanPatten	Crossing Guard (Part-Time)	PT-2	16.990
Nolan Young	Public Safety Officer	PSO-2-III	35.980
	January 29, 2023	PSO-2-IV	36.690
	Longevity		0.087
Hanna Zikuda	Public Safety Officer	PSO-1-I	28.712
	July 6, 2022	PSO-1-II	31.644
	July 6, 2023	PSO-1-III	32.269

F- Frozen Pay

M - Maximum pay

POC - Paid-On-Call

PSO - Public Safety Officer

**PAYROLL RESOLUTION FY 2023**

June 25, 2022 - July 7, 2023

FY2023

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
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**CITY OF CEDAR FALLS, IOWA**  
**SPECIAL PURPOSE & SEASONAL SALARY SCHEDULE**  
**EFFECTIVE JUNE 25, 2022**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Garden Assistant Intern I Recreation Division Aid Swimming Lesson Aid	NE	010	7.400		11.176
	NE	011	9.767		12.061
Concession Stand Attendant Library Shelver Life Guards Swimming Instructors Swimming Pool Maintenance	NE	012	10.074		13.168
Ballfield Maintenance Child Care Coaches Counselors Facility Assistant Head Life Guard Head Swimming Instructor Rec Center Receptionist V & T/Hearst Assistant	NE	013	10.320		14.275
Laborer Office Assistant Swimming Pool Assistant Manager	NE	014	10.805		15.381
Community Service Officer I Hearst Lab Technician Hearst Program Assistant Hearst Special Purpose Intern II Library Special Purpose Recreation Program Coordinator I Swimming Pool Manager	NE	015	11.325		16.597
Production Assistant I	NE	016	12.175		17.815
Community Service Officer II Housing Intern Intern III Production Assistant II Recreation Program Coordinator II	NE	017	13.028		19.198

**CITY OF CEDAR FALLS, IOWA  
NON-EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 25, 2022**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Library Page	NE	301	10.287	12.860	16.718
	NE	302	12.772	15.960	20.743
	NE	303	15.242	19.053	24.771
Office Assistant	NE	304	16.458	20.572	26.743
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	17.682	22.106	28.740
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Housing Program Specialist Information Systems Technician I	NE	306	19.497	24.374	31.689
Code Enforcement Officer Engineering Technician I Graphic Designer Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	21.936	27.420	35.646
Arborist Civil CAD Technician Community Services Coordinator Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	24.373	30.465	39.605
Diversity, Equity & Inclusion Specialist Engineering Technician II Inspector Human Resource Specialist Rec Program Coordinator Storm Water Specialist V & T Sales & Marketing Coordinator	NE	309	26.812	33.517	43.576

**CITY OF CEDAR FALLS, IOWA  
NON-EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 25, 2022**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Video Production Supervisor	NE	310	29.240	36.547	47.509
	NE	311	31.677	39.593	51.468
	NE	312	34.116	42.644	55.438
	NE	313	36.544	45.680	59.384
	NE	314	38.993	48.737	63.354
	NE	315	41.408	51.760	67.288
	NE	316	43.848	54.813	71.259
	NE	317	47.498	59.376	77.191
	NE	318	52.375	65.468	85.107
	NE	319	57.230	71.538	93.000
	NE	320	62.176	77.722	101.042

**CITY OF CEDAR FALLS, IOWA  
EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 25, 2022**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	E	401	10.287	12.860	16.718
	E	402	12.772	15.960	20.743
	E	403	15.242	19.053	24.771
	E	404	16.458	20.572	26.743
	E	405	17.682	22.106	28.740
	E	406	19.497	24.374	31.689
	E	407	21.936	27.420	35.646
	E	408	24.373	30.465	39.605
Accountant Administrative Supervisor Communications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	26.812	33.517	43.576
Civil Engineer I Planner II	E	410	29.240	36.547	47.509
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	31.677	39.593	51.468

**CITY OF CEDAR FALLS, IOWA  
EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 25, 2022**

Item 16.

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	34.116	42.644	55.438
City Clerk Fire Battalion Chief Principal Engineer Recreation & Community Programs Manager Visitors & Cultural Programs Manager	E	413	36.544	45.680	59.384
Controller/City Treasurer Human Resources Manager Inspection Services Manager Police Captain Police Captain - PSO Public Safety Supervisor - Captain Water Reclamation Manager	E	414	38.993	48.737	63.354
Information Systems Manager Operations & Maintenance Manager Planning & Community Services Manager	E	415	41.408	51.760	67.288
Asst Public Safety Director/Chief - Police Asst Public Safety Director/Chief - Fire	E	416	43.848	54.813	71.259
City Engineer Library Director	E	417	47.498	59.376	77.191
	E	418	52.375	65.468	85.107
City Attorney	E	419	57.230	71.538	93.000
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	62.176	77.722	101.042

CITY OF CEDAR FALLS Final		Effective 7/1/2022	FY23 GRADE ORDER LIST: OPEN PLAN			
Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$62.176	\$77.722	\$101.042	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$57.230	\$71.538	\$93.000	E
18	VACANT		\$52.375	\$65.468	\$85.107	
17	CITY ENGINEER	ENGINEERING	\$47.498	\$59.376	\$77.191	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/CHIEF - POLICE	POLICE	\$43.848	\$54.813	\$71.259	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$41.408	\$51.760	\$67.288	E
	OPERATIONS & MAINTENANCE MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$38.993	\$48.737	\$63.354	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	HUMAN RESOURCES MANAGER	HUMAN RESOURCES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	POLICE CAPTAIN - PSO	POLICE				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$36.544	\$45.680	\$59.384	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	VISITORS & CULTURAL PROGRAMS MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$34.116	\$42.644	\$55.438	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$31.677	\$39.593	\$51.468	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$29.240	\$36.547	\$47.509	E
	CIVIL ENGINEER I	ENGINEERING				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$26.812	\$33.517	\$43.576	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	HUMAN RESOURCE SPECIALIST	HUMAN RESOURCES				NE
	DIVERSITY, EQUITY, & INCLUSION SPECIALIST	HUMAN RESOURCES				
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE
	V & T SALES & MARKETING COORDINATOR	V & T				NE

8	FINANCIAL TECHNICIAN	FINANCIAL SERVICES	\$24.373	\$30.465	\$39.605	NE
	INFORMATION SYSTEMS TECHNICIAN II	INFORMATION SYSTEMS				NE
	EDUCATION COORDINATOR	CULTURAL				NE
	HEARST COORDINATOR	CULTURAL				NE
	ARBORIST	PARKS				NE
	LIBRARY EDUCATION COORDINATOR	LIBRARY				NE
	VIDEO PRODUCTION SPECIALIST	CABLE TV				NE
	CIVIL CAD TECHNICIAN	ENGINEERING				NE
COMMUNITY SERVICES COORDINATOR	COMMUNITY DEVELOPMENT					
7	PROGRAM COORDINATOR	CULTURAL	\$21.936	\$27.420	\$35.646	NE
	PLANNER I	PLANNING				NE
	GRAPHIC DESIGNER	INFORMATION SYSTEMS				NE
	V & T COORDINATOR	V & T				NE
	PAYROLL/HR TECHNICIAN	FINANCIAL SERVICES				NE
	ENGINEERING TECHNICIAN I	ENGINEERING				NE
	CODE ENFORCEMENT OFFICER	INSPECTION SERVICES				NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY	LIBRARY	\$19.497	\$24.374	\$31.689	NE
	INFORMATION SYSTEMS TECHNICIAN I	INFORMATION SYSTEMS				NE
	ADMINISTRATIVE ASSISTANT - LEAD	RECREATION				NE
	ADMINISTRATIVE ASSISTANT - LEAD	PUBLIC RECORDS				NE
	ADMINISTRATIVE CLERK - FINANCIAL CLERK	FINANCIAL SERVICES				NE
	HOUSING PROGRAM SPECIALIST	COMMUNITY DEVELOPMENT				NE
5	LIBRARY ASSISTANT	LIBRARY	\$17.682	\$22.106	\$28.740	NE
	SENIOR SERVICES COORDINATOR	CULTURAL				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC RECORDS				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC WORKS				NE
	ADMINISTRATIVE ASSISTANT	COMMUNITY DEVELOPMENT				NE
4	OFFICE ASSISTANT	CULTURAL	\$16.458	\$20.572	\$26.743	NE
	OFFICE ASSISTANT	V & T				NE
3	VACANT	PLANNING	\$15.242	\$19.053	\$24.771	
2	VACANT		\$12.772	\$15.960	\$20.743	
1	LIBRARY PAGE	LIBRARY	\$10.287	\$12.860	\$16.718	NE

**WORKSHOP/SESSION/EVENT  
PAY PLAN**

Effective June 25, 2022 - July 7, 2023

<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>DURATION</b>	<b>PAY RANGE &amp; MODE</b>
<b>I</b>	<b><u>Workshop Instructors</u></b>	<b>Days</b>	<b>Per Workshop</b>
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
<b>II</b>	<b><u>Session Instructors</u></b>	<b>2 or more weeks</b>	<b>Per Session</b>
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
<b>III</b>	<b><u>Event Supervisors &amp; Officials</u></b>	<b>Various</b>	<b>Per Event</b>
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire)		\$9.50-30.00
	Umpires - Adult Softball		\$15.00-30.00
	Senior Citizen		\$17.00-35.00
	Basketball & Volleyball League		\$17.00-35.00
	Adult Softball League Supervisor		\$45.00-75.00
	Specialty Class Trainer		\$16.00-35.00
	Fitness Equipment Repair		\$70.00-120.00
<b>IV</b>	<b><u>Cable Division Events</u></b>	<b>Various</b>	<b>Per Event</b>
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00

**Note: These rates do not apply to specialized contracted services, such as visiting artists and musicians. Those rates are set by the vendor contract.**

CITY OF CEDAR FALLS, IOWA  
PAY PLAN

PUBLIC WORKS/PARKS  
BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY23 Pay Plan: Contract Exhibit "A"  
3.0% Across-the-Board  
Effective June 25, 2022 - July 7, 2023

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2		A	\$25,222.08	\$25,975.04	\$26,761.28	\$27,566.24	\$28,389.92	\$29,234.40	\$30,114.24	\$31,328.96
		M	\$2,101.84	\$2,164.59	\$2,230.11	\$2,297.19	\$2,365.83	\$2,436.20	\$2,509.52	\$2,610.75
		BW	\$970.08	\$999.04	\$1,029.28	\$1,060.24	\$1,091.92	\$1,124.40	\$1,158.24	\$1,204.96
		H	\$12.126	\$12.488	\$12.866	\$13.253	\$13.649	\$14.055	\$14.478	\$15.062
3		A	\$26,378.56	\$27,168.96	\$27,982.24	\$28,832.96	\$29,689.92	\$30,586.40	\$31,501.60	\$32,768.32
		M	\$2,198.21	\$2,264.08	\$2,331.85	\$2,402.75	\$2,474.16	\$2,548.87	\$2,625.13	\$2,730.69
		BW	\$1,014.56	\$1,044.96	\$1,076.24	\$1,108.96	\$1,141.92	\$1,176.40	\$1,211.60	\$1,260.32
		H	\$12.682	\$13.062	\$13.453	\$13.862	\$14.274	\$14.705	\$15.145	\$15.754
4	Custodian I	A	\$27,595.36	\$28,425.28	\$29,282.24	\$30,157.92	\$31,064.80	\$31,994.56	\$32,953.44	\$34,284.64
		M	\$2,299.61	\$2,368.77	\$2,440.19	\$2,513.16	\$2,588.73	\$2,666.21	\$2,746.12	\$2,857.05
		BW	\$1,061.36	\$1,093.28	\$1,126.24	\$1,159.92	\$1,194.80	\$1,230.56	\$1,267.44	\$1,318.64
		H	\$13.267	\$13.666	\$14.078	\$14.499	\$14.935	\$15.382	\$15.843	\$16.483
5		A	\$28,862.08	\$29,735.68	\$30,625.92	\$31,547.36	\$32,489.60	\$33,465.12	\$34,473.92	\$35,855.04
		M	\$2,405.17	\$2,477.97	\$2,552.16	\$2,628.95	\$2,707.47	\$2,788.76	\$2,872.83	\$2,987.92
		BW	\$1,110.08	\$1,143.68	\$1,177.92	\$1,213.36	\$1,249.60	\$1,287.12	\$1,325.92	\$1,379.04
		H	\$13.876	\$14.296	\$14.724	\$15.167	\$15.620	\$16.089	\$16.574	\$17.238
6	Custodian II	A	\$30,197.44	\$31,098.08	\$32,029.92	\$32,995.04	\$33,985.12	\$35,008.48	\$36,050.56	\$37,510.72
		M	\$2,516.45	\$2,591.51	\$2,669.16	\$2,749.59	\$2,832.09	\$2,917.37	\$3,004.21	\$3,125.89
		BW	\$1,161.44	\$1,196.08	\$1,231.92	\$1,269.04	\$1,307.12	\$1,346.48	\$1,386.56	\$1,442.72
		H	\$14.518	\$14.951	\$15.399	\$15.863	\$16.339	\$16.831	\$17.332	\$18.034
7		A	\$31,582.72	\$32,527.04	\$33,512.96	\$34,515.52	\$35,545.12	\$36,616.32	\$37,708.32	\$39,239.20
		M	\$2,631.89	\$2,710.59	\$2,792.75	\$2,876.29	\$2,962.09	\$3,051.36	\$3,142.36	\$3,269.93
		BW	\$1,214.72	\$1,251.04	\$1,288.96	\$1,327.52	\$1,367.12	\$1,408.32	\$1,450.32	\$1,509.20
		H	\$15.184	\$15.638	\$16.112	\$16.594	\$17.089	\$17.604	\$18.129	\$18.865

PAY PLAN

BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY23 Pay Plan: Contract Exhibit "A"  
3.0% Across-the-Board  
Effective June 25, 2022 - July 7, 2023

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
8	Laborers	A	\$33,038.72	\$34,045.44	\$35,066.72	\$36,123.36	\$37,207.04	\$38,319.84	\$39,470.08	\$41,063.36
		M	\$2,753.23	\$2,837.12	\$2,922.23	\$3,010.28	\$3,100.59	\$3,193.32	\$3,289.17	\$3,421.95
		BW	\$1,270.72	\$1,309.44	\$1,348.72	\$1,389.36	\$1,431.04	\$1,473.84	\$1,518.08	\$1,579.36
		H	\$15.884	\$16.368	\$16.859	\$17.367	\$17.888	\$18.423	\$18.976	\$19.742
9		A	\$34,561.28	\$35,601.28	\$36,662.08	\$37,758.24	\$38,885.60	\$40,052.48	\$41,254.72	\$42,918.72
		M	\$2,880.11	\$2,966.77	\$3,055.17	\$3,146.52	\$3,240.47	\$3,337.71	\$3,437.89	\$3,576.56
		BW	\$1,329.28	\$1,369.28	\$1,410.08	\$1,452.24	\$1,495.60	\$1,540.48	\$1,586.72	\$1,650.72
		H	\$16.616	\$17.116	\$17.626	\$18.153	\$18.695	\$19.256	\$19.834	\$20.634
10	Transfer Station Laborer	A	\$36,150.40	\$37,236.16	\$38,355.20	\$39,505.44	\$40,684.80	\$41,901.60	\$43,160.00	\$44,896.80
		M	\$3,012.53	\$3,103.01	\$3,196.27	\$3,292.12	\$3,390.40	\$3,491.80	\$3,596.67	\$3,741.40
		BW	\$1,390.40	\$1,432.16	\$1,475.20	\$1,519.44	\$1,564.80	\$1,611.60	\$1,660.00	\$1,726.80
		H	\$17.380	\$17.902	\$18.440	\$18.993	\$19.560	\$20.145	\$20.750	\$21.585
11		A	\$37,810.24	\$38,945.92	\$40,112.80	\$41,321.28	\$42,563.04	\$43,838.08	\$45,144.32	\$46,968.48
		M	\$3,150.85	\$3,245.49	\$3,342.73	\$3,443.44	\$3,546.92	\$3,653.17	\$3,762.03	\$3,914.04
		BW	\$1,454.24	\$1,497.92	\$1,542.80	\$1,589.28	\$1,637.04	\$1,686.08	\$1,736.32	\$1,806.48
		H	\$18.178	\$18.724	\$19.285	\$19.866	\$20.463	\$21.076	\$21.704	\$22.581
12		A	\$39,544.96	\$40,736.80	\$41,959.84	\$43,216.16	\$44,507.84	\$45,845.28	\$47,224.32	\$49,129.60
		M	\$3,295.41	\$3,394.73	\$3,496.65	\$3,601.35	\$3,708.99	\$3,820.44	\$3,935.36	\$4,094.13
		BW	\$1,520.96	\$1,566.80	\$1,613.84	\$1,662.16	\$1,711.84	\$1,763.28	\$1,816.32	\$1,889.60
		H	\$19.012	\$19.585	\$20.173	\$20.777	\$21.398	\$22.041	\$22.704	\$23.620
13		A	\$41,367.04	\$42,608.80	\$43,892.16	\$45,202.56	\$46,558.72	\$47,956.48	\$49,408.32	\$51,396.80
		M	\$3,447.25	\$3,550.73	\$3,657.68	\$3,766.88	\$3,879.89	\$3,996.37	\$4,117.36	\$4,283.07
		BW	\$1,591.04	\$1,638.80	\$1,688.16	\$1,738.56	\$1,790.72	\$1,844.48	\$1,900.32	\$1,976.80
		H	\$19.888	\$20.485	\$21.102	\$21.732	\$22.384	\$23.056	\$23.754	\$24.710

PAY PLAN

BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY23 Pay Plan: Contract Exhibit "A"  
3.0% Across-the-Board  
Effective June 25, 2022 - July 7, 2023

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14		A	\$43,278.56	\$44,576.48	\$45,909.76	\$47,288.80	\$48,699.04	\$50,159.20	\$51,660.96	\$53,747.20
		M	\$3,606.55	\$3,714.71	\$3,825.81	\$3,940.73	\$4,058.25	\$4,179.93	\$4,305.08	\$4,478.93
		BW	\$1,664.56	\$1,714.48	\$1,765.76	\$1,818.80	\$1,873.04	\$1,929.20	\$1,986.96	\$2,067.20
		H	\$20.807	\$21.431	\$22.072	\$22.735	\$23.413	\$24.115	\$24.837	\$25.840
15	Groundskeeper	A	\$45,262.88	\$46,621.12	\$48,027.20	\$49,458.24	\$50,928.80	\$52,472.16	\$54,046.72	\$56,228.64
	Maintenance Worker	M	\$3,771.91	\$3,885.09	\$4,002.27	\$4,121.52	\$4,244.07	\$4,372.68	\$4,503.89	\$4,685.72
	WWTP Assistant	BW	\$1,740.88	\$1,793.12	\$1,847.20	\$1,902.24	\$1,958.80	\$2,018.16	\$2,078.72	\$2,162.64
	Assistant Equipment Mechanic	H	\$21.761	\$22.414	\$23.090	\$23.778	\$24.485	\$25.227	\$25.984	\$27.033
16	WWTP Operator I	A	\$47,342.88	\$48,765.60	\$50,223.68	\$51,733.76	\$53,289.60	\$54,891.20	\$56,530.24	\$58,812.00
		M	\$3,945.24	\$4,063.80	\$4,185.31	\$4,311.15	\$4,440.80	\$4,574.27	\$4,710.85	\$4,901.00
		BW	\$1,820.88	\$1,875.60	\$1,931.68	\$1,989.76	\$2,049.60	\$2,111.20	\$2,174.24	\$2,262.00
		H	\$22.761	\$23.445	\$24.146	\$24.872	\$25.620	\$26.390	\$27.178	\$28.275
17	Carpenter	A	\$49,520.64	\$51,005.76	\$52,530.40	\$54,111.20	\$55,748.16	\$57,410.08	\$59,142.72	\$61,518.08
	Equipment Operator	M	\$4,126.72	\$4,250.48	\$4,377.53	\$4,509.27	\$4,645.68	\$4,784.17	\$4,928.56	\$5,126.51
	Senior Groundskeeper	BW	\$1,904.64	\$1,961.76	\$2,020.40	\$2,081.20	\$2,144.16	\$2,208.08	\$2,274.72	\$2,366.08
		H	\$23.808	\$24.522	\$25.255	\$26.015	\$26.802	\$27.601	\$28.434	\$29.576
18	Equipment Mechanic	A	\$51,789.92	\$53,349.92	\$54,949.44	\$56,611.36	\$58,294.08	\$60,053.76	\$61,842.56	\$64,330.24
	Laboratory Technician	M	\$4,315.83	\$4,445.83	\$4,579.12	\$4,717.61	\$4,857.84	\$5,004.48	\$5,153.55	\$5,360.85
	WWTP Operator II	BW	\$1,991.92	\$2,051.92	\$2,113.44	\$2,177.36	\$2,242.08	\$2,309.76	\$2,378.56	\$2,474.24
		H	\$24.899	\$25.649	\$26.418	\$27.217	\$28.026	\$28.872	\$29.732	\$30.928

\* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

CITY OF CEDAR FALLS, IOWA  
PAY PLAN

PUBLIC WORKS/PARKS  
BARGAINING UNIT EMPLOYEES  
SEASONAL

FY23 PAY PLAN: Exhibit "B"  
3.00% Across-the-Board  
Effective December 24, 2022 - December 22, 2023

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	Buildings & Grounds Maint. I	A	\$24,217.44	\$24,945.44	\$25,688.00	\$26,459.68	\$27,254.24	\$28,073.76	\$28,922.40	\$29,777.28
		M	\$2,018.12	\$2,078.79	\$2,140.67	\$2,204.97	\$2,271.19	\$2,339.48	\$2,410.20	\$2,481.44
		BW	\$931.44	\$959.44	\$988.00	\$1,017.68	\$1,048.24	\$1,079.76	\$1,112.40	\$1,145.28
		H	\$11.643	\$11.993	\$12.350	\$12.721	\$13.103	\$13.497	\$13.905	\$14.316
4	Buildings & Grounds Maint. II	A	\$26,495.04	\$27,291.68	\$28,109.12	\$28,949.44	\$29,825.12	\$30,719.52	\$31,636.80	\$32,595.68
		M	\$2,207.92	\$2,274.31	\$2,342.43	\$2,412.45	\$2,485.43	\$2,559.96	\$2,636.40	\$2,716.31
		BW	\$1,019.04	\$1,049.68	\$1,081.12	\$1,113.44	\$1,147.12	\$1,181.52	\$1,216.80	\$1,253.68
		H	\$12.738	\$13.121	\$13.514	\$13.918	\$14.339	\$14.769	\$15.210	\$15.671
8	Laborer	A	\$31,720.00	\$32,689.28	\$33,664.80	\$34,677.76	\$35,721.92	\$36,788.96	\$37,897.60	\$39,033.28
		M	\$2,643.33	\$2,724.11	\$2,805.40	\$2,889.81	\$2,976.83	\$3,065.75	\$3,158.13	\$3,252.77
		BW	\$1,220.00	\$1,257.28	\$1,294.80	\$1,333.76	\$1,373.92	\$1,414.96	\$1,457.60	\$1,501.28
		H	\$15.250	\$15.716	\$16.185	\$16.672	\$17.174	\$17.687	\$18.220	\$18.766

**EXHIBIT "A"**

**CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY23 PAY PLAN**

**\$0.50 Mkt. Adj. for each step plus 3.50% PARKING METER RANGE P-1  
\$0.50 Mkt. Adj. for each step plus 3.50% SENIOR POLICE OFFICERS RANGE P-3  
Effective: June 25, 2022 - July 7, 2023**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>
P-1	Prkg Meter Atdt.	A	\$40,946.88	\$42,604.64	\$44,374.72	\$45,909.76
		M	\$3,412.24	\$3,550.39	\$3,697.89	\$3,825.81
		BW	\$1,574.88	\$1,638.64	\$1,706.72	\$1,765.76
		H	\$19.686	\$20.483	\$21.334	\$22.072
P-3	Sr. Police Officer	A	\$67,959.84	\$71,023.68	\$74,152.00	\$77,477.92
		M	\$5,663.32	\$5,918.64	\$6,179.33	\$6,456.49
		BW	\$2,613.84	\$2,731.68	\$2,852.00	\$2,979.92
		H	\$32.673	\$34.146	\$35.650	\$37.249

**EXHIBIT "B"**

**CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY23 PAY PLAN: \$0.50 Mkt. Adj. for each step plus 3.5% FOR RANGES C-1, C-2, P-T1 AND P-T2  
Effective: June 25, 2022 - July 7, 2023**

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$48,780.16	\$50,204.96	\$51,688.00	\$53,200.16	\$54,768.48	\$56,382.56	\$58,044.48	\$59,739.68
	Computer Operator	M	\$4,065.01	\$4,183.75	\$4,307.33	\$4,433.35	\$4,564.04	\$4,698.55	\$4,837.04	\$4,978.31
	Radio Dispatcher	BW	\$1,876.16	\$1,930.96	\$1,988.00	\$2,046.16	\$2,106.48	\$2,168.56	\$2,232.48	\$2,297.68
		H	\$23.452	\$24.137	\$24.850	\$25.577	\$26.331	\$27.107	\$27.906	\$28.721
C-2	Records & Computer	A	\$51,174.24	\$52,665.60	\$54,223.52	\$55,810.56	\$57,464.16	\$59,134.40	\$60,887.84	\$62,682.88
	Services Supervisor	M	\$4,264.52	\$4,388.80	\$4,518.63	\$4,650.88	\$4,788.68	\$4,927.87	\$5,073.99	\$5,223.57
		BW	\$1,968.24	\$2,025.60	\$2,085.52	\$2,146.56	\$2,210.16	\$2,274.40	\$2,341.84	\$2,410.88
		H	\$24.603	\$25.320	\$26.069	\$26.832	\$27.627	\$28.430	\$29.273	\$30.136
P-T 1	P-T Dispatchers	H	\$16.990	\$17.482	\$17.986	\$18.516	\$19.052	\$19.611	\$20.183	\$20.778
	P-T Meter Attendants									
	P-T Clerical									
P-T 2	Crossing Guards	H	\$16.990							

**EXHIBIT "C"**  
**CITY OF CEDAR FALLS, IOWA**  
**POLICE DEP'T. - UNION**  
**FY23 POLICE OFFICER PAY PLAN**  
**\$0.50 Mkt. Adj. for each step plus 3.5% FOR STEPS P-2 I - P-2 IX**  
**Effective: June 25, 2022 - July 7, 2023**

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$59,720.96	\$65,819.52	\$67,119.52	\$68,444.48	\$69,794.40	\$71,167.20	\$73,613.28	\$75,427.04	\$77,477.92
		M	\$4,976.75	\$5,484.96	\$5,593.29	\$5,703.71	\$5,816.20	\$5,930.60	\$6,134.44	\$6,285.59	\$6,456.47
		BW	\$2,296.96	\$2,531.52	\$2,581.52	\$2,632.48	\$2,684.40	\$2,737.20	\$2,831.28	\$2,901.04	\$2,979.91
		H	\$28.712	\$31.644	\$32.269	\$32.906	\$33.555	\$34.215	\$35.391	\$36.263	\$37.249
P-2 P	Police Officer/ Part time	H	\$20.615	\$22.720	\$23.169	\$23.627	\$24.092	\$24.566	\$25.411	\$26.037	\$26.745
PSO-1	Public Safety Officer	A	\$59,720.96	\$65,819.52	\$67,119.52						
		M	\$4,976.75	\$5,484.96	\$5,593.29						
		BW	\$2,296.96	\$2,531.52	\$2,581.52						
		H	\$28.712	\$31.644	\$32.269						
PSO-2	Public Safety Officer	A	\$66,588.87	\$73,388.76	\$74,838.26	\$76,315.60	\$77,820.76	\$79,351.43	\$82,078.81	\$84,101.15	\$86,387.88
		M	\$5,549.07	\$6,115.73	\$6,236.52	\$6,359.63	\$6,485.06	\$6,612.62	\$6,839.90	\$7,008.43	\$7,198.97
		BW	\$2,561.11	\$2,822.64	\$2,878.39	\$2,935.22	\$2,993.11	\$3,051.98	\$3,156.88	\$3,234.66	\$3,322.60
		H	\$32.014	\$35.283	\$35.980	\$36.690	\$37.414	\$38.150	\$39.461	\$40.433	\$41.533
		H(24)	\$24.212	\$26.685	\$27.212	\$27.749	\$28.296	\$28.853	\$29.844	\$30.580	\$31.411

\* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.



## FINANCE &amp; BUSINESS OPERATIONS

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

**MEMORANDUM**  
Public Records Division

**TO:** Honorable Mayor Green and City Council  
**FROM:** Jacque Danielsen, MMC, City Clerk  
**DATE:** May 11, 2022  
**SUBJECT:** Iowa Department of Transportation – Transfer of Jurisdiction  
TJ-57-2(13)--2M-07, Agreement No. TJ-57-2(13)  
Quit Claim Deed – University Avenue (Old US Highway 57) from the  
west City limits to Hudson Road

The Iowa Department of Transportation has recorded with the Black Hawk County Recorder's Office the attached 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.

The City Attorney has reviewed the enclosed documentation and recommends that City Council accept the Quit Claim Deed to complete the above reference transfer in compliance with Iowa Code Section 306.42.

Thank you.

April 27, 2022

**When communicating, refer to:**

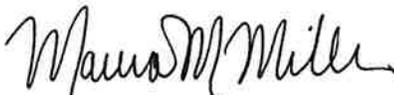
Black Hawk County  
Transfer of Jurisdiction  
TJ-57-2(13)--2M-07  
Agreement No. TJ-57-2(13)

Jacque Danielsen  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Dear Ms. Danielsen:

Enclosed are the recorded Quitclaim Deed conveying a portion of former Primary Road No. IA 57, which is known as University Avenue, to the City of Cedar Falls, Iowa. The original acquisition documents with plats will be mailed to you. These documents are provided to complete the above referenced Transfer of Jurisdiction in compliance with Iowa Code Section 306.42. Please deliver them to the appropriate office.

Sincerely,



Maura M. Miller, Agent  
Fiscal & Title Section  
Right of Way Bureau

Enc.

C: Jon Ranney, District Engineer  
Nick Humpal, Assistant District Engineer  
Barry Thede, Maintenance Manager  
Miranda Eilders, District Land Surveyor  
Brent Christian, Advertising Management  
Hannah Bibiano, Agreements Specialist  
Katie Johnson, Production Coordinator  
Mike Jackson, Title and Closing Supervisor  
Allyssa Myers, Transfer of Jurisdiction Coordinator

Number: 202200020753  
 Recorded: 4/26/2022 at 2:43:23.0 PM  
 County Recording Fee: \$27.00  
 Iowa E-Filing Fee: \$3.00  
 Combined Fee: \$30.00  
 Revenue Tax: \$0.00  
 Sandie L. Smith, RECORDER  
 Black Hawk County, Iowa



Prepared by: Maura M. Miller, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
 Return to: Maura M. Miller, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
 Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 County Engineer, Catherine Nicholas, Black Hawk County Courthouse, 316 East 5<sup>th</sup> Street, Room 211, Waterloo, IA 50703

**STATE OF IOWA**  
**IOWA DEPARTMENT OF TRANSPORTATION**  
**QUITCLAIM DEED**  
**TO CITY OF CEDAR FALLS, IOWA**

The Iowa Department of Transportation, by Scott Marler, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims unto **CITY OF CEDAR FALLS, IOWA**, all its right, title and interest, however acquired, in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in Black Hawk County, Iowa, to-wit:

That portion of former Primary Road No. IA 57, which is now a part of the local municipal street system known as University Avenue, beginning at the Westerly Corporation Line of the City of Cedar Falls, being the South line of the NE ¼ of Sec. 28, T89N, R14W of the 5<sup>th</sup> P.M., Black Hawk County, Iowa; thence Northeasterly along said former Primary Road No. IA 57 (now known as University Avenue), to the Westerly right of way line of former Primary Road No. IA 58 (also known as Hudson Road) situated in the W½ of Sec. 23, T89N, R14W, in said City of Cedar Falls, All a distance of approximately 1.99 miles.

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of Black Hawk County, Iowa.

<u>GRANTOR(S)</u>	<u>GENERAL LOCATION</u>		<u>TYPE OF INSTRUMENT</u>	<u>DATE FILED</u>	<u>BOOK</u>	<u>PAGE</u>
	<u>¼ SECTION</u>	<u>SEC-TWP-RNG</u>				
George Uhl, et ux *Except that part in said SW ¼ SE ¼, NW ¼ SE ¼, and NE ¼ SE ¼.	SW ¼ SE ¼, NW ¼ SE ¼, NE ¼ SE ¼, SE ¼ NE ¼	28-T89N-R14W	Easement	6-23-1931	LD 83	526
George Uhl, et ux	SW ¼ NW ¼, NW ¼ NW ¼, NE ¼ NW ¼, NW ¼ NE ¼	27-T89N-R14W	Easement	07-02-1931	LD 83	530
George Uhl, et ux	SW ¼ SE ¼	22-T89N-R14W	Easement	06-24-1931	LD 83	513
Katie R. Bonn, et al	SE ¼ SE ¼	22-T89N-R14W	Easement	06-24-1931	LD 83	515
E. E. Griner, et ux	SE ¼ SE ¼	22-T89N-R14W	Easement	08-19-1931	LD 83	553
Katie R. Bonn, et al	SW ¼ SW ¼, NW ¼ SW ¼	23-T89N-R14W	Easement	06-24-1931	LD 83	516
Lydia Clark	NW ¼ SW ¼, NE ¼ SW ¼	23-T89N-R14W	Easement	06-24-1931	LD 83	514

Black Hawk County Project No. TJ-57-2(13)--2M-07  
 Agreement No. TJ-57-2(13)

<u>GRANTOR(S)</u>	<u>¼ ¼ SECTIONS LOTS, BLOCKS</u>	<u>SEC-TWP-RNG</u>	<u>TYPE OF INSTRUMENT</u>	<u>DATE FILED</u>	<u>BOOK</u>	<u>PAGE</u>
J.E. Cundy, et ux Young Plumbing and Heating Co. & Mechanical Contractor's, Inc.	NW ¼ SW ¼, NE ¼ SW ¼  NE ¼ SW ¼	23-T89N-R14W	Easement	07-24-1931	LD 83	534
First National Bank	NE ¼ SW ¼	23-T89N-R14W	Warranty Deed	07-14-1971	498	916
First Congregational Church of Cedar Falls, Iowa	NE ¼ SW ¼ Lots 1 & 2 Subdivision of Lot 16 Brookside Park	23-T89N-R14W	Special Warranty Deed	06-04-1969	484	461
First Congregational Church of Cedar Falls, Iowa	NE ¼ SW ¼	23-T89N-R14W	Warranty Deed	08-04-1969	484	463
Lydia Clark	NE ¼ SW ¼	23-T89N-R14W	Warranty Deed	08-04-1969	484	461
Glen H. Heckroth, et al	SE ¼ NW ¼	23-T89N-R14W	Easement	09-03-1931	LD 83	565
Spring Valley Apartments, Inc.	NE ¼ SW ¼, SE ¼ NW ¼ NE ¼ SW ¼, SE ¼ NW ¼	23-T89N-R14W 23-T89N-R14W	Warranty Deed Warranty Deed	05-28-1969 06-26-1970	482 491	693 237

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a Declaration of Value is not required because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

The Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with Iowa Code 306.23 in regard to the disposal of highway right of way.

Signed this 6<sup>th</sup> day of April, 2022.

*Scott Marler*  
Scott Marler, Director  
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

On this 6<sup>th</sup> day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Marler, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. H-86-65 of the State Transportation Commission dated July 30, 1985.



*Sheril L. Raab*  
Notary Public. (Sign in Ink)

(AFFIX NOTARIAL SEAL ABOVE ▲)

Approved as to form:

SHEAN FLETCHALL  
Special Assistant Attorney General

By *[Signature]* (Date) 3-22-2022

Michael Moss  
Assistant Attorney General

# RESOLUTION No. 7095

## IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR TRANSFER OF PUBLIC ROADS JURISDICTION

7-73 Item 17.

City: Cedar Falls  
Agreement Number: TJ-57-2(13)--2M-07

This AGREEMENT entered into by and between the Iowa Department of Transportation, hereinafter designated the STATE, and Cedar Falls, Iowa, hereinafter designated the CITY and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed that the public road sections described below be transferred.

WITNESSETH; that

- Section 1. In compliance with the provisions of Section three hundred six point eight (306.8), and Section three hundred six point forty three (306.43), Code of Iowa 1983, and the determination of the County Classification Board and the provisions of the Memorandum of Understanding for Primary Road Extension Service signed by the CITY on November 11, 1983, the STATE and CITY agree to transfer the public road sections including right-of-way described as follows:
- Section 2. Iowa 57 in Cedar Falls, Iowa, from the Corporation line northeasterly 1.99 miles to Iowa 58 will be transferred from the STATE to the CITY. The STATE will asphalt resurface the existing 24' wide road section from the corporation line northeasterly 1.69 miles to the existing four-lane pavement. The existing four-lane pavement (0.29 mile) just west of Iowa 58 will have surface and full-depth patching performed by the STATE. All construction costs will be paid by the STATE. The CITY will accept the highway on December 2, 1985.
- Section 3. The CITY and STATE do hereby jointly agree to the jurisdictional changes stated above in the manner provided pursuant to Section 313.2 of the Code of Iowa, 1983 which authorizes such agreements respecting highways.
- Section 4. Title to roads being transferred to the CITY by the STATE will be transferred by Quit Claim Deed, prepared by the STATE. The CITY hereby agrees to accept said title as requested by Section 306.42 of the Iowa Code.
- Section 5. The STATE has programmed the necessary funds in the 1985 through 1989 Iowa Transportation Improvement Program (Page 81).

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

City of Cedar Falls

By [Signature]  
Title MAYOR

JANUARY 14, 19 85.

I, KENNETH TEWALT, certify that I am the Clerk of the CITY, and that DOUGLAS C. SHARP, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the CITY, on the 14<sup>TH</sup> day of JANUARY, 19 85.

Signed [Signature]  
City Clerk of Cedar Falls, Iowa

Date JANUARY 14, 19 85

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Division

By [Signature]  
R. H. Given  
Title Highway Division Director - Chief Engineer

Date July 30, 19 85  
Commission Order Number H-86-65



Department of Transportation  
**COMMISSION ORDER**

Division/Bureau/Office Highway Order No. H-86-65  
 Submitted by R. H. Given Phone No. 239-1124 Meeting Date July 30, 1985  
**TITLE:** Approval of Transfer of Jurisdiction Agreement

**DISCUSSION / BACKGROUND:**

Pursuant to Section 306.8, Transfer of Jurisdiction; 306.42, Transfer of Rights of Way; and 306.43, Jurisdictional Transfer Limits; of the 1983 Code of Iowa, the following agreement for the transfer of Iowa 57 to the City of Cedar Falls is submitted for approval.

<u>CITY</u>	<u>AGREEMENT NUMBER</u>	<u>DESCRIPTION</u>	<u>LENGTH (MILES)</u>	<u>TRANSFER OF FUNDS</u>	<u>EFFECTIVE DATE OF TRANSFER</u>
Cedar Falls	TJ-57-2(13)--2M-07	WCL to IA 58	1.99	*work	December 2, 1985

Funds for the above transfer have been programmed in the 1985-90 Iowa Transportation Improvement Program, page 81.

\*Work, to be completed in 1985, consists of a three-inch asphalt overlay, with some selected full-depth patching, costing approximately \$163,500.

**PROPOSAL/ACTION RECOMMENDATION:**

It is recommended that the Commission approve the above listed transfer of jurisdiction agreement.

**COMMISSION ACTION:**

Moved by Van Zorn Seconded by Scott  
[Signature] [Signature] RPE/LAP  
 Division Director Finance (If \$ involved) Legal (if liabilities) State Director (if required)

	Vote		
	Aye	Nay	Pass
Clemens	<u>✓</u>		
Fair	<u>✓</u>		
Rigler	<u>✓</u>		
Scott	<u>✓</u>		
Shull	<u>✓</u>		
Turner	<u>✓</u>		
Van Horn	<u>✓</u>		



# Iowa Department of Transportation

Box 741, 1420 4th Street S.E., Mason City, Iowa 50401 515-423-7584

January 2, 1985

Ref. No. City of Cedar Falls  
TJ-57-2(13)--2M-07

The Honorable Douglas Sharp  
Mayor  
220 Clay  
Cedar Falls, Iowa 50613

Dear Mayor Sharp:

Attached for your review and approval by the Cedar Falls City Council are two (2) copies of a Transfer of Jurisdiction agreement.

This agreement provides that the Iowa Department of Transportation will asphalt resurface Iowa 57 from the west city limits northeasterly to the four-lane pavement.

On December 2, 1985, this highway will become the responsibility of the City of Cedar Falls in accord with the Memorandum of Understanding which was signed by the City on November 11, 1983.

Upon approval of the agreement by the City Council, please return both copies to this office.

If you have any questions regarding this agreement, please advise.

Sincerely,

Robert I. Bortle, P.E.  
District Engineer

RTB/db

*KC: ddbow  
Hlover* G-3

1/14/85



## FINANCE &amp; BUSINESS OPERATIONS

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

**MEMORANDUM**  
Public Records Division

**TO:** Honorable Mayor Green and City Council  
**FROM:** Jacque Danielsen, MMC, City Clerk  
**DATE:** May 11, 2022  
**SUBJECT:** Iowa Department of Transportation – Transfer of Jurisdiction  
TJ-57-1(14)--2M-07, Agreement No. TJ-57-1(14)  
Quit Claim Deed – Hudson Road (Old US Highway 57) from  
University Avenue to West 1<sup>st</sup> Street

The Iowa Department of Transportation has recorded with the Black Hawk County Recorder's Office the attached 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 1<sup>st</sup> Street.

The City Attorney has reviewed the enclosed documentation and recommends that City Council accept the Quit Claim Deed to complete the above reference transfer in compliance with Iowa Code Section 306.42.

Thank you.

April 27, 2022

**When communicating, refer to:**

Black Hawk County  
Transfer of Jurisdiction  
TJ-57-1(14)--2M-07  
Agreement No. TJ-57-1(14)

Jacque Danielsen  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Dear Ms. Danielsen:

Enclosed are the recorded Quitclaim Deed conveying a portion of former Primary Road No. IA 57, which is known as Hudson Road, to the City of Cedar Falls, Iowa. The original acquisition documents with plats will be mailed to you. These documents are provided to complete the above referenced Transfer of Jurisdiction in compliance with Iowa Code Section 306.42. Please deliver them to the appropriate office.

Sincerely,



Maura M. Miller, Agent  
Fiscal & Title Section  
Right of Way Bureau

Enc.

C: Jon Ranney, District Engineer  
Nick Humpal, Assistant District Engineer  
Barry Thede, Maintenance Manager  
Miranda Eilders, District Land Surveyor  
Brent Christian, Advertising Management  
Hannah Bibiano, Agreements Specialist  
Katie Johnson, Production Coordinator  
Mike Jackson, Title and Closing Supervisor  
Allyssa Myers, Transfer of Jurisdiction Coordinator

Number: 202200020752  
 Recorded: 4/26/2022 at 2:43:21.0 PM  
 County Recording Fee: \$32.00  
 Iowa E-Filing Fee: \$3.00  
 Combined Fee: \$35.00  
 Revenue Tax: \$0.00  
 Sandie L. Smith, RECORDER  
 Black Hawk County, Iowa



Prepared by: Maura M. Miller, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
 Return to: Maura M. Miller, Right of Way Bureau, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
 Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 County Engineer, Catherine Nicholas, Black Hawk County Courthouse, 316 East 5<sup>th</sup> Street, Room 211, Waterloo, IA 50703

**STATE OF IOWA  
 IOWA DEPARTMENT OF TRANSPORTATION  
 QUITCLAIM DEED  
 TO CITY OF CEDAR FALLS, IOWA**

The Iowa Department of Transportation, by Scott Marler, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims unto **CITY OF CEDAR FALLS, IOWA**, all its right, title and interest, however acquired, in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in Black Hawk County, Iowa, to-wit:

That portion of former Primary Road No. IA 57, which is now a part of the local municipal street system known as Hudson Road, beginning at the intersection of former Primary Road No. IA 57 with the northerly right of way line of former Primary Road No. IA 58 in Section 23, T89N, R14W of the 5<sup>th</sup> P.M., thence northerly 2.13 miles along former Primary Road No. IA 57 to the intersection with the southerly right of way line of presently located Primary Road No. IA 57 (formerly Old US 20) in Section 11, T89N, R14W of the 5<sup>th</sup> P.M. Black Hawk County, Iowa.

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of Black Hawk County, Iowa.

**GENERAL LOCATION**

<u>GRANTOR(S)</u>	<u>1/4 1/4 SECTIONS</u> <u>LOTS, BLOCKS</u>	<u>SEC-TWP-RNG</u>	<u>TYPE OF INSTRUMENT</u>	<u>DATE FILED</u>	<u>BOOK</u>	<u>PAGE</u>
George Leonard Billman, et ux Getty Refining and Marketing Company	SW 1/4 NE 1/4	23-T89N-R14W	Easement	06-22-1936	LD 87	184
Estate of Lydia Clark The National Bank of Waterloo, Trustee	SE 1/4 NW 1/4 NE 1/4 NW 1/4, SE 1/4 NW 1/4	23-T89N-R14W 23-T89N-R14W	Warranty Deed Easement	06-22-1978 06-22-1936	LD 536 LD 87	362 186
P.S. Erickson, et ux	SE 1/4 NW 1/4 SE 1/4 NE 1/4, NW 1/4 NE 1/4, Lots 1, 2, & 3 in Co. Aud.	23-T89N-R14W 14-T89N-R14W	Warranty Deed Warranty Deed	06-21-1978 06-08-1978	LD 536 LD 536	349 237
Albert J. Clark, et ux	Plat No 22	14-T89N-R14W	Easement	06-22-1936	LD 87	184

Black Hawk County Project No. TJ-57-1(14)-2M-07  
 Agreement No. TJ-57-1(14)

Albert J. Clark	NW ¼ NE ¼	14-T89N-R14W	Warranty Deed	05-03-1957	LD 119	137
Roy Barringar, et ux	NE ¼ SW ¼	14-T89N-R14W	Easement	10-23-1936	LD 87	246
Margaret Clark Heckroth, et vir	SE ¼ SW ¼	14-T89N-R14W	Easement	02-03-1941	LD 91	583
F & R Enterprises, Co-partnership	Lot 5 & 6, Block 7 Clark's Addition	14-T89N-R14W	Condemnation	03-15-1978	CLD 542	249
Leslie W. Hale, et ux	Lot 2, Block 7 Clark's Addition	14-T89N-R14W	Warranty Deed	01-25-1978	CLD 541	400
Susan A. Green	Lot 1, Block 7 Clark's Addition	14-T89N-R14W	Warranty Deed	02-21-1978	CLD 541	793
Harold R. Miller, et ux	Lot 4 & 5, Block 7 Clark's Addition	14-T89N-R14W	Warranty Deed	04-19-1978	CLD 542	880
Rosa D. Severin	Lots 24 & 25, Block 2 College Heights Addition	14-T89N-R14W	Easement	06-22-1936	TLD 152	505
Ira C. Sack, et ux	Lot 8 Co. Aud. Plat #22	14-T89N-R14W	Easement	06-22-1936	TLD 152	505
Louis Skow, et ux	Lot 4 Co. Aud. Plat #20	11-T89N-R14W	Easement	06-22-1936	TLD 152	497
Louisa Clark, et vir	SE ¼ SW ¼, NE ¼ SW ¼	11-T89N-R14W	Easement	06-22-1936	LD 87	185
Mary Jane Philpot	Lots 3,4,5 & 6, Block 12; Lots 3,4,5 & 6 Block 13, O.E. Mullarky's Addition	11-T89N-R14W	Easement	06-22-1936	TLD 152	500
Margaret E. Clark, et al	SE ¼ SW ¼, NE ¼ SW ¼	11-T89N-R14W	Warranty Deed	07-10-1978	LD 536	425
Clarence Albert Clark, et al	SE ¼ SW ¼, NE ¼ SW ¼	11-T89N-R14W	Affidavit	02-28-1991	AFF 62	48
Cedar Falls Health Care Center, Inc.	SE ¼ SW ¼, NE ¼ SW ¼	11-T89N-R14W	Court Officer Deed	07-10-1978	LD 536	430
G.W. Miller, et ux	SE ¼ SW ¼, NE ¼ SW ¼	11-T89N-R14W	Warranty Deed	05-15-1978	LD 536	85
G.W. Miller, et ux	Lots 3, 4 & 6, Block 20, O.E. Mullarky's Addition	11-T89N-R14W	Easement	10-23-1936	TLD156	32
James J. Lawrence, et al	Lots 3 & 6, Block 20, O.E. Mullarky's Addition	11-T89N-R14W	Easement	11-09-1940	TLD 178	352
M.H. Odekirk, et ux	Lot 5, Block 20, O.E. Mullarky's Addition	11-T89N-R14W	Easement	10-23-1936	TLD 156	30
Spring Valley Apartments, Inc.	Lot 7, Daniel Plummer Plat SW ¼ SE ¼	11-T89N-R14W	Easement	06-22-1936	TLD 152	502
Peter T. Wilson	NE ¼ SW ¼	11-T89N-R14W	Warranty Deed	05-04-1978	LD 536	35
Peter T. Wilson	Lot 2 Co. Aud. Plat #21	11-T89N-R14W	Easement	06-22-1936	TLD 152	498
	Lot 2 Co. Aud. Plat #21	11-T89N-R14W	Easement	11-18-1940	TLD 178	436
	*Except that part of land in the SE ¼ of Section 11, T89N, R14W, recorded in Book 178, Page 436 of the Black Hawk County Recorder, abandoned by Resolution of Abandonment 03-18-1980 in Book Misc. 232, Page 544-546					
Zena E. Bley, et al	NE ¼ SW ¼, SE ¼ NW ¼	14-T89N-R14W	Easement	06-22-1936	LD 87	181
C & N Home Center Co.	SE ¼ NW ¼	23-T89N-R14W	Warranty Deed	04-27-1978	LD 536	3
Earl M. Gaunt, et ux	SE ¼ NW ¼	11-T89N-R14W	Easement	02-17-1941	LD 91	617
Esther Wilson Gilstad, et al	Lot 17 Aud. Plat # 21	11-T89N-R14W	Easement	06-22-1936	TLD 152	503
L. H. Hughes, et ux	SE ¼ NW ¼	11-T89N-R14W	Warranty Deed	05-16-1957	LD 119	167
	*Except the parcel lying south of the center line of US 20					
Lavern J. Link, et ux	Lot 3 & 4, Block 7, Clark's Addition	14-T89N-R14W	Warranty Deed	01-23-1978	CLD 541	349
Ethel M. Lyon, et al	Lot 1 Co. Aud. Plat # 21	11-T89N-R14W	Easement	06-22-1936	TLD 152	500
Harry Orville Powers, et ux	Lot 3 & 6, Block 12, O.E. Mullarky's Addition	11-T89N-R14W	Warranty Deed	11-09-1940	TLD 178	351
	*Except that part of said Lot 6 conveyed by Patent No. 2979 dated 06-1-1982 in Book 563, Page 391					
Lora B. Rainbow	NW ¼ SE ¼, Lot 2 Cedar Yate Sub.	14-T89N-R14W	Easement	06-22-1936	LD 87	182
Martha A. Thompson	SE ¼ NW ¼	14-T89N-R14W	Easement	10-23-1936	LD 87	244

M.B. Santee, et vir	Lot 3, Block 13, O.E. Mullarky's Addition	11-T89N-R14W	Warranty Deed	12-18-1940	TLD 179	261
Robert Churchill Surby, et ux	Lot 9, Block 1, Clark's Addition	14-T89N-R14W	Easement	04-04-1978	CLD 542	640
Elizabeth Thompson	SE ¼ NW ¼	11-T89N-R14W	Easement	04-30-1970	490	95
Margaret Ernestine Thompson, et vir	NE ¼ NW ¼	14-T89N-R14W	Easement	10-23-1936	LD 87	247
W.R. Thompson	Lot 1 Aud. Plat #23, Cedar Falls NW ¼ SE ¼	14-T89N-R14W	Easement	06-22-1936	LD 87	187
Ernest L. Tollefson, et ux	Lots 3, 4, 5 & 6, Tollefson's Addition	11-T89N-R14W	Warranty Deed	10-17-1957	TLD 377	81
Cathco Incorporated, et al	SE ¼ NW ¼	14-T89N-R14W	Condemnation	08-28-1978	LD 536	667
State Board of Regents (UNI)	NE ¼ NW ¼	23-T89N-R14W	Interagency Transfer of Jurisdiction	03-31-1978	Misc. 222	438
State Board of Regents (UNI)	NE ¼ SW ¼, SE ¼ SW ¼, NW ¼ SE ¼,	14-T89N-R14W	Interagency Transfer of Jurisdiction	03-31-1978	Misc. 222	438
Fred Wilfang, et ux	SE ¼ SW ¼	14-T89N-R14W	Warranty Deed	02-17-1977	LD 534	180
*Except that part of said SE ¼ SW ¼ transferred by Intergovernmental Agreement and Transfer of Jurisdiction and Control to the State Board of Regents on 06-13-1979 in Book Misc. 228, Page 292-293						
Thomas H. Philpot	Lot 6, Block 13, O.E. Mullarky's Addition	11-T89N-R14W	Condemnation	02-19-1941	26	317
*Except that part of said Lot 6 abandoned by Resolution of Abandonment on 10-05-1944 in Book Misc. 42, Page 375						
Mary Billman Judd	NW ¼ NE ¼	23-T89N-R14W	Condemnation	04-16-1936	11	362

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a Declaration of Value is not required because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

The Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

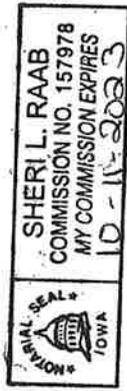
Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with Iowa Code 306.23 in regard to the disposal of highway right of way.

Signed this 6<sup>th</sup> day of April, 2022.

*Scott Marler*  
Scott Marler, Director  
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

On this 6<sup>th</sup> day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Marler, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. H-87-144 of the State Transportation Commission dated July 30, 1985.



*Sheri L. Raab*  
Notary Public. (Sign in Ink)

(AFFIX NOTARIAL SEAL ABOVE ▲)

Approved as to form:

SHEAN FLETCHALL  
Special Assistant Attorney General

By *[Signature]* (Date) 3-30-2022

Michael Moss  
Assistant Attorney General

RESOLUTION NO. 7368

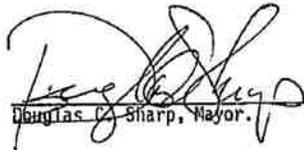
RESOLUTION ACCEPTING THE TRANSFER OF THE JURISDICTION OF IOWA HIGHWAY 57 FROM UNIVERSITY AVENUE TO WEST 1ST STREET INTO THE CITY STREET SYSTEM OF THE CITY OF CEDAR FALLS, IOWA.

WHEREAS, the Department of Transportation of the State of Iowa has agreed to transfer jurisdiction over Iowa Highway 57 from University Avenue to West 1st Street to the City of Cedar Falls, Iowa, and,

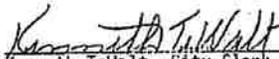
WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to accept the transfer of jurisdiction of said highway.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the transfer of jurisdiction of Highway 57 from University Avenue to West 1st Street from the Iowa Department of Transportation to the City of Cedar Falls, Iowa, is hereby accepted and the same shall hereafter become a part of the Cedar Falls city street system.

ADOPTED this 25th day of August, 1986.

  
Douglas G. Sharp, Mayor.

ATTEST:

  
Kenneth TeWalt, City Clerk.

7-72

IOWA DEPARTMENT OF TRANSPORTATION  
 AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION

City: Cedar Falls

Agreement No.: TJ-57-1(14)--2M-07

This AGREEMENT entered into by and between the Iowa Department of Transportation, hereinafter designated as STATE; and the City of Cedar Falls Iowa, hereinafter designated as CITY; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed that the public road segment described below be transferred:

WITNESSETH, that

Section 1. In compliance with the provisions of Section 306.8 and Section 306.43, Code of Iowa 1985, and the determination of the County Classification Board, the STATE agrees to transfer to the CITY the public road segment including right-of-way as follows:

Present Iowa Highway 57 in Black Hawk County from Iowa 58 (University Avenue) northerly along Hudson Road to the intersection with First Street (old U.S. 20), a distance of 2.13 miles.

Section 2. The CITY agrees to accept the aforementioned public road segment into its municipal street system in accordance with the provisions of Section 306.43, Code of Iowa 1985 and this Agreement.

Section 3. The STATE and CITY do hereby jointly agree to the jurisdictional change stated above in the manner provided in this Agreement and pursuant to Section 306.42 of the Code of Iowa 1985, which authorizes such Agreements respecting highways.

Section 4. The STATE shall pay the CITY the sum of \$65,000 which represents the cost to place Iowa 57 from University Avenue to First Street in good maintenance repair.

Section 5. The transfer of jurisdiction for the aforementioned segment of public road shall be effective on November 1, 1986.

Section 6. The payment of \$65,000 to the CITY shall be made on or before November 1, 1986.

- Section 7. The CITY has inspected the public road and right of way described in Section 1 and agrees to accept said road and right of way in their present condition subject to the payment described in Section 4. The CITY, agrees to indemnify and hold the STATE harmless from any claim arising after the acceptance of the road by the CITY, and arising out of design, construction, maintenance, placement of traffic control devices, inspection of the public road, or other actions taken by the STATE while the road was under the jurisdiction of the STATE. this section shall not apply to any legal action commenced prior to this Agreement or any such action arising out of injuries to a person or property which occurred prior to this Agreement.
- Section 8. The STATE shall transfer to the CITY by quitclaim deed all its legal or equitable title or interest in the right-of-way of the above aforementioned public road segment. The CITY hereby agrees to accept said deed, pursuant to Section 306.42 of the Code of Iowa 1985.
- Section 9. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment 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
- Section 10. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
- Section 11. This Agreement as set forth in paragraphs 1 through 11 herein (inclusive) represents the entire Agreement between the CITY and the STATE. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed Addendum to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. TJ-57-1(14)--2M-07 as of the date shown opposite its signature hereafter.

City of CEGAR FALLS

BY: [Signature] AUGUST 25, 1986

Title: Mayor

I, KENNETH TEWALT, certify that I am the Clerk of the CITY and that DOUGLAS C. SHARP, Mayor, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same by virtue of a formal Resolution, Resolution No. 7368, duly passed and adopted by the CITY on the 25<sup>TH</sup> day of AUGUST, 1986.

Signed Kenneth Tewalt

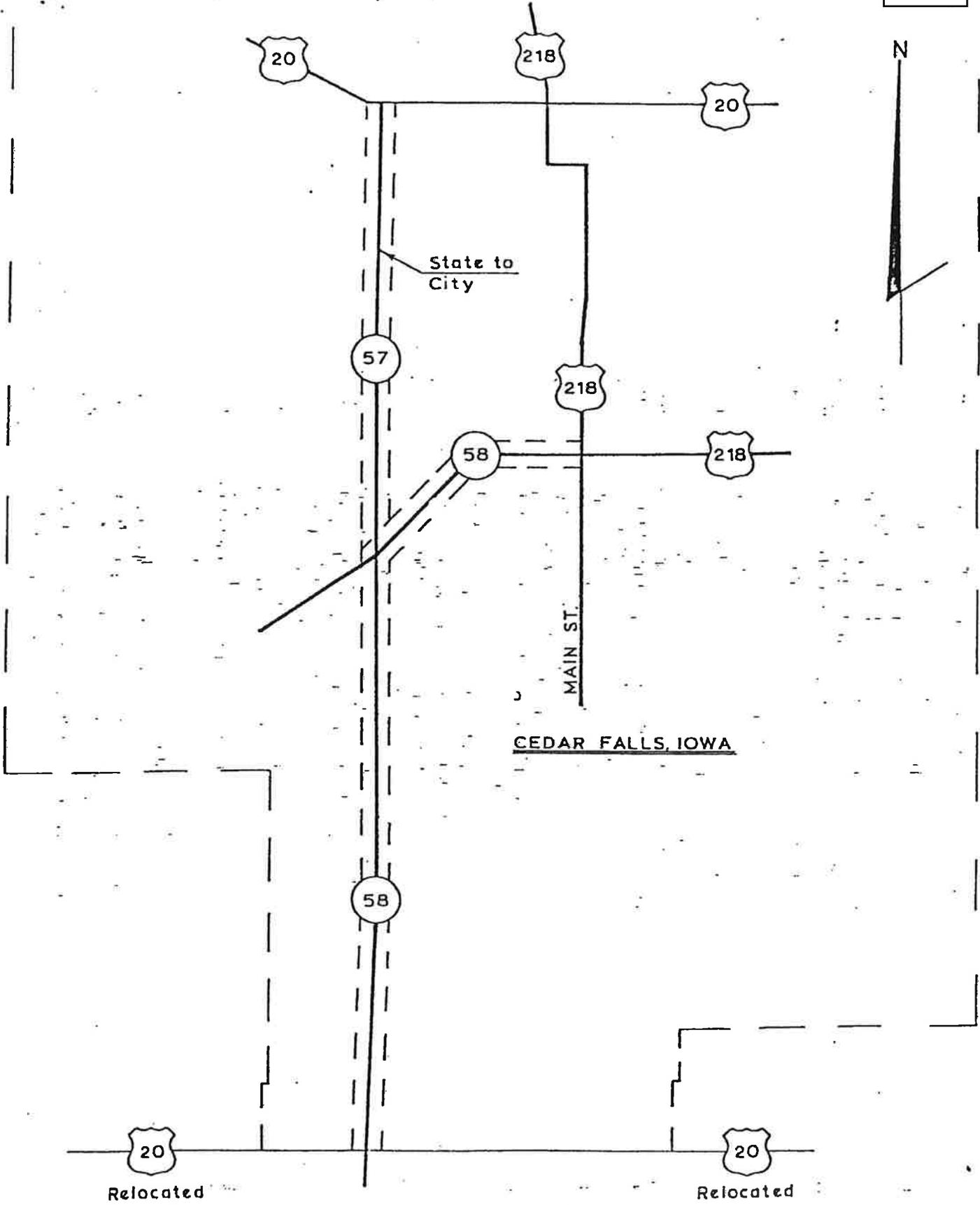
Date AUGUST 25, 1986

Iowa Department of Transportation

BY [Signature]  
R. L. Humphrey - Chief Engineer  
Highway Division Director

Date 9/10, 1986

Commission Order No. H-87-144





## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

## MEMORANDUM

Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** May 31, 2022  
**SUBJECT:** Nicol conveyance/Ashworth Drive

You may recall that the City has been working with David and Tamara Nicol in acquiring property for the extension of Ashworth Drive to Hudson Road. That process was interrupted by a lawsuit filed by Cory and Lisa Johnson, who are neighboring property owners to the Nicol property. That lawsuit has been resolved and now the City is able to proceed with acquisition of the necessary interests from the Nicols for the amount of \$124,000.00. These interests include a fee acquisition, a permanent utility easement and a temporary construction easement.

As just indicated, the Johnson lawsuit has been resolved. The Johnsons, Nicols and the City have entered into a proposed settlement agreement that is attached. Although no money is being exchanged as part of that settlement agreement, and the lawsuit will be dismissed at Johnsons' cost, the settlement agreement does acknowledge the Nicol purchase agreement and does assure the Johnsons of access to their property during construction of Ashworth Drive extension. It also states that a driveway apron will be constructed at the Johnson driveway which is typical of City street construction projects, but an oversize apron will be allowed in exchange for only one driveway access being allowed to the Johnson property in perpetuity unless subdivided. The settlement agreement also provides that for now, a sidewalk will not be constructed on the south side of newly constructed Ashworth Drive that adjoins the Johnson property. Should public need for a sidewalk on the south side of that corridor arise then one will be constructed within acquired City right-of-way.

In addition, the Johnsons are executing a Quit Claim Deed to the Nicols that in effect disavows any interest in the Nicol property. It should be noted that the Quit Claim Deed from the Johnsons to the Nicols will be presented for receipt and filing so that it remains a permanent record of Council. Even though at this time the Deed is from the Johnsons to the Nicols, the City is acquiring part of the subject parcel from the Nicols, so the City wishes to ensure clear title in the Nicols. The Quit Claim Deed will not be recorded because the legal descriptions of the Nicol and Johnson properties have not changed

so recording is not necessary.

At the conclusion of the project the Nicols and Johnsons will execute a termination of the driveway easement that they both currently share which will no longer be necessary once the street is completed.

Therefore I am requesting that Council approve the attached Settlement Agreement and Agreement Regarding Driveway Approach to Ashworth Drive attached. I am also requesting that Council approve the Purchase Agreement with the Nicols along with approving and accepting the Warranty Deed, the Permanent Utility Easement Agreement, and the Temporary Construction Easement Agreement all from the Nicols and all attached. Finally, I am asking that Council approve the form of the Termination of Agreement for Easement and Release of Right-of-Way Easement that will be signed by the Johnsons and the Nicols as explained above at the conclusion of the project..

Please feel free to contact me with any questions.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING AND ACCEPTING A SETTLEMENT AGREEMENT, APPROVING AND ACCEPTING AN AGREEMENT REGARDING DRIVEWAY APPROACH TO ASHWORTH DRIVE, APPROVING AND ACCEPTING A PURCHASE AND SALE AGREEMENT, APPROVING AND ACCEPTING A WARRANTY DEED, APPROVING AND ACCEPTING A PUBLIC UTILITY EASEMENT AGREEMENT, APPROVING AND ACCEPTING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, AND APPROVING THE FORM OF THE TERMINATION OF AGREEMENT FOR EASEMENT AND RELEASE OF RIGHT-OF-WAY EASEMENT, ALL IN CONNECTION WITH THE ASHWORTH DRIVE EXTENSION PROJECT.**

WHEREAS, the City Council of Cedar Falls, Iowa, approved Resolution No. 22,386 on June 7, 2021, wherein approval was granted for the Ashworth Drive Extension Project (the "Project") and approval was also granted for the acquisition of private property necessary to construct the Project; and

WHEREAS, the area of the Project includes property owned by David and Tamara Nicol (the "Nicols") on the north and adjoins property owned by Cory and Lisa Johnson (the "Johnsons") on the south; and

WHEREAS, pursuant to said Resolution the City and the Nicols have been negotiating on the acquisition of property interests from the Nicols for the Project; and

WHEREAS, said negotiations were interrupted by a lawsuit filed by the Johnsons against the Nicols in the Iowa District Court for Black Hawk County, Case No. EQCV142880, alleging ownership interest in part of the property owned by the Nicols that was to be conveyed to the City (the "Lawsuit"); and

WHEREAS, said Lawsuit has been resolved by way of settlement agreement and dismissal with prejudice, and the City and the Nicols have now reached agreement on the acquisition from the Nicols of property interests necessary for the Project in exchange for the payment of \$124,000 and other consideration.

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

1. That the settlement of the Lawsuit reached by the Nicols, Johnsons and the City is hereby approved and the Settlement Agreement attached is hereby approved and accepted in all respects and the Mayor and City Clerk are hereby authorized and directed to execute said Settlement Agreement on behalf of the City.
2. That the Agreement Regarding Driveway Approach to Ashworth Drive between the Johnsons and the City is hereby approved and accepted in all respects and the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City.
3. That the Purchase and Sale Agreement between the Nicols and the City is hereby approved and accepted in all respects and the Mayor and City Clerk are hereby authorized and directed to execute said Purchase and Sale Agreement on behalf of the City.

4. That the conveyance to the City of the Nicols' fee simple interest in property legally described in the Warranty Deed attached is hereby approved and accepted, and the City Clerk is hereby authorized and directed to cause said Warranty Deed to be recorded with the Black Hawk County Recorder.

5. That the conveyance to the City by the Nicols of a public utility easement over land legally described in the Public Utility Easement Agreement attached is hereby approved and accepted, and the Mayor and City Clerk are hereby authorized to execute acceptance of said Public Utility Easement Agreement, and the City Clerk is hereby authorized and directed to cause said Agreement to be recorded with the Black Hawk County Recorder.

6. That the conveyance to the City by the Nicols of a temporary construction easement over land legally described in the Temporary Construction Easement Agreement attached is hereby approved and accepted, and the Mayor and City Clerk are hereby authorized to execute acceptance of said Temporary Construction Easement Agreement, and the City Clerk is hereby authorized and directed to cause said Agreement to be recorded with the Black Hawk County Recorder.

7. That the form of the Termination of Agreement for Easement and Release of Right-of-Way Easement attached, to be executed by the Nicols and the Johnsons and delivered to the City, is hereby approved in its entirety and the Clerk is directed to cause said Termination to be recorded with the Black Hawk Recorder upon completion of the Project

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 )  
COUNTY OF BLACK HAWK: ) SS:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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



**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by and between Cory Johnson and Lisa Johnson (collectively "Johnson"), David Nicol and Tamara Nicol (collectively "Nicol") and the City of Cedar Falls, Iowa ("City") (the foregoing may be referred to as a "party" or collectively as the "parties"). The effective date of this Settlement Agreement is the date of the last signature below (the "Effective Date").

**RECITALS**

**WHEREAS**, Johnson and Nicol own adjacent real property in Cedar Falls, Iowa.

**WHEREAS**, Nicol's property is legally described in the records of the Black Hawk County Recorder as follows:

A part of the South ½ of the Northwest Quarter of Section No. 26, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows to-wit: Beginning at a point on the East line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter; thence SWest at right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the East line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning.

EXCEPT those parts conveyed for road purposes in 91 LD 491 and 553 LD 528. ("Nicol Property")

**WHEREAS**, Johnson's property is legally described in the records of the Black Hawk County Recorder as follows:

A part of the South One-half of the Northwest Quarter of Section No. Twenty-six (26), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows, to-wit: Beginning at a point on the East line of said Northwest Quarter which is Five Hundred Thirty-four and Two Tenths (534.2) feet North of the Southeast corner of said Northwest Quarter; thence West at right angles Six Hundred Fifty (650) feet; thence North at right angles Two Hundred Thirty-one (231) feet; thence East at right angles a distance of Four Hundred Thirty-five (435) feet; thence South at right angles Forty (40) feet; thence East at right angles a distance of Two Hundred Fifteen (215) feet to the East line of said Northwest Quarter; thence South a

distance of One Hundred Ninety-one (191) feet to the point of beginning, except that part thereof conveyed to the City of Cedar Falls in 553 LD 983 and 553 LD 986.  
("Johnson Property").

**WHEREAS**, Johnson filed a Petition for Quiet Title by Boundary by Acquiescence on June 2, 2021 against Nicol ("Petition"), wherein Johnson alleged under the theory of boundary by acquiescence that they are the rightful owners of a portion of the Nicol Property ("Disputed Property"). Nicol disputed this allegation. This Petition was filed in the Iowa District Court for Black Hawk County, Case No. EQCV142880 ("Litigation").

**WHEREAS**, the City desires to build an extension of Ashworth Drive in Cedar Falls over at least part of the Disputed Property ("Ashworth Drive Extension Project" or "Project").

**WHEREAS**, on August 19, 2021, the City filed a Motion to Intervene in the Litigation based on its interest in acquiring a portion of the Nicol Property to build the extension of Ashworth Drive, and the City's Motion was granted pursuant to an Order entered on October 12, 2021.

**WHEREAS**, all parties have agreed to resolve any and all claims, known and unknown, by and among each other, suspected or unsuspected that were or could have been asserted through the Effective Date of this Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth below and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the parties hereby acknowledge, the parties hereby agree, and covenant as follows:

**1. Incorporation of Recitals**

The Recitals set forth above are incorporated in their entirety as part of this Settlement Agreement.

**2. Settlement Payment.**

The Parties agree that no consideration will be paid as a settlement payment and all parties shall pay their own expenses to the Litigation, including, but not limited to, attorney's fees and costs. The City and Nicol intend to execute a separate mutually agreed upon purchase agreement related to the City's purchase of real estate from Nicol for the Ashworth Extension Project.

**3. Quit Claim Deed.**

Johnson agrees to execute to Nicol a quit claim deed transferring any alleged interest in the Nicol Property.

**4. Dismissal with Prejudice.**

All Parties agree that upon execution of this Agreement and all appurtenant documents, the parties shall dismiss all claims and counterclaims they have filed in the Litigation with prejudice.

**5. Construction of Ashworth Drive Extension Project.**

Except as otherwise legally authorized, the City agrees the Johnsons' property will not be occupied by the city or any of its contractors, subcontractors, agents, or employees, during the construction of the Ashworth Drive Extension Project and associated demolition. The parties acknowledge the Nicol Property will be used by the City during the construction of the Ashworth Drive Extension Project and associated demolition. Any damage to the Johnson property caused by the construction of the Ashworth Drive Extension Project shall be repaired and restored by the City to its original condition.

**6. Access during construction of Ashworth Drive Extension Project.**

The City acknowledges Johnsons are entitled to reasonable access to their property throughout the project and the City shall comply with Iowa law concerning Johnson's right of

access to their property during the Ashworth Drive Extension Project. Access to the Johnson Property during the Project shall be as provided in the phasing plan attached as Exhibit A. The current joint driveway used by Nicol and Johnson will be used by the City throughout construction of the Ashworth Drive Extension Project and will remain a point of access for Johnson to the Johnson Property during construction except as otherwise stated herein. Johnson shall continue to have access to the joint driveway throughout construction of the Ashworth Drive Extension Project that is not inconsistent with the City's use of the joint driveway, with the exception of the time period in which Ashworth Drive is being constructed as part of the Project. Whenever the Johnsons' access to the joint driveway is restricted, the City shall provide the Johnsons reasonable alternative access as set forth in Exhibit A. Johnson shall not intentionally interfere with or block the City's use of the joint driveway during the construction of the Ashworth Drive Extension Project.

**7. Work Area Safety.**

The City's construction contract with its contractor on the Ashworth Drive Extension Project shall provide that the contractor is responsible for taking all reasonable precautions consistent with current SUDAS standards to protect the safety of persons and adjacent property that may be affected by the construction.

**8. Temporary Barrier.**

The City shall construct a temporary demarcation of the property lines along the north boundary line of the Johnson Property. The type of demarcation and location of the demarcation shall be mutually agreed upon prior to locating it on the property.

**9. Johnson Approach.**

As part of the Ashworth Drive Extension Project, the City agrees that it will construct a driveway approach in accordance with City design standards, to the Johnson driveway with one curb cut of thirty-two feet in width at the roadway and a width of thirty feet at the City Right-of-Way boundary, as determined by the project engineer. Said approach shall be constructed in a mutually agreed upon location from the south edge of the pavement of Ashworth Drive to the right-of-way boundary adjoining the Johnson Property. The approach shall be constructed at no cost to the Johnsons, provided no more than one curb cut shall ever be permitted.

**10. Sidewalk.**

The City agrees that it shall not construct a public sidewalk on the south side of Ashworth Drive as part of the Project. Depending upon public need as determined by the City, a sidewalk may be constructed in the future on the south side of Ashworth Drive. Such public sidewalk, if constructed, shall be located within the public right-of-way.

**11. Easement Release.**

Subject to the City's right of occupancy and use of the easement set forth herein, the parties agree that until completion of the construction of the Ashworth Drive Extension Project, the Agreement for Easement dated July 8, 1986, filed as Document 9 Ease 430 in the office of the Recorder of Black Hawk County, Iowa, shall remain in full force and effect, and the Right-of-Way Easement granted therein shall also remain in full force and effect during construction of the Ashworth Drive Extension Project. Upon completion of the Ashworth Drive Extension Project and all obligations set forth herein, Johnson and Nicol shall execute a termination of the Agreement of Easement and release the Right-of-Way Easement cited herein. The form of the Easement release is attached hereto as Exhibit B.

**12. Execution and Counterparts**

The Parties shall execute this Settlement Agreement, and copies or electronic versions shall be deemed to have the same force and effect of the original signed document and shall be fully enforceable without any additional action by either party. This Settlement Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. This Agreement is subject to and conditioned upon approval by the Cedar Falls City Council.

### **13. Release**

The parties agree they shall knowingly and voluntarily, forever, irrevocably and unconditionally, release, remise, and discharge each other, their members, managers, employees, independent contractors, representatives, agents, heirs, elected and appointed officers, successors and assigns, from any and all claims, demands, actions, causes of action, rights, liabilities, lawsuits, and expenses, including attorneys' fees and costs, of every kind and nature, known or unknown, in law or in equity, or contract, or agreement arising under any statute or other law including, but not limited to, claims or actions brought on the basis of the Johnson's claim to the Nicol's real property through boundary by acquiescence and the counterclaims arising therefrom.

### **14. No Admission of Liability**

The parties understand and agree that the execution of this Settlement Agreement by the parties will not constitute or be construed as an admission of any wrongdoing or liability whatsoever by any party.

### **15. Governing Law**

This Settlement Agreement shall be construed in accordance with the laws of the State of Iowa, without regard to choice of law or conflicts of law principles.

### **16. Entire Agreement**

The Parties each represent and warrant that there have been no representations or promises made by any other party upon which any party relied in connection with this Settlement Agreement, other than what is set forth herein in writing. This Settlement Agreement constituted the parties' final and entire agreement on the matters expressed herein and supersedes all prior negotiations, discussions, representations, or agreements regarding settlement of the disputes resolved by this Settlement Agreement.

**17. No Modification or Amendment**

No change, amendment, or modification to or of this Settlement Agreement shall be valid unless it is in writing and signed by all parties hereto.

**18. No Waiver**

There shall be no waiver of any term or condition absent an express writing to that effect by the party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

**19. Severability**

Each provision of this Settlement Agreement is intended to be severable. If any term or provision of this Settlement Agreement is deemed or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of any other provision of this Settlement Agreement unless the essential purposes of the parties hereto are thereby frustrated.

**THE UNDERSIGNED HAVE HAD THE FULL, COMPLETE AND UNRESTRICTED RIGHT TO HAVE EACH AND EVERY RESULT AND CONSEQUENCE OF ITS EXECUTION BY THE UNDERSIGNED FULLY EXPLAINED TO THE UNDERSIGNED BY COMPETENT AND EXPERIENCED LEGAL COUNSEL**

SELECTED AND RETAINED SOLELY BY THE UNDERSIGNED. THE UNDERSIGNED FULLY UNDERSTAND THIS AGREEMENT, FULLY, FREELY, AND VOLUNTARILY AGREE TO AND ACCEPT EACH AND EVERY PARAGRAPH, TERM, AND/OR PROVISION CONTAINED IN THIS AGREEMENT, AND FULLY, FREELY, AND VOLUNTARILY AGREE TO AND ACCEPT THE AGREEMENT AS BINDING UPON THE UNDERSIGNED.

  
Cory Johnson

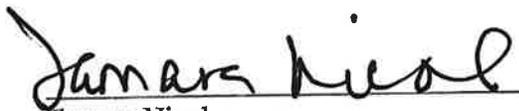
5/13/22  
Date

  
Lisa Johnson

5/13/22  
Date

  
David Nicol

5/25/22  
Date

  
Tamara Nicol

5/25/22  
Date

CITY OF CEDAR FALLS, IA

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
02051536-1110283-183

\_\_\_\_\_  
Date

EXHIBIT A

Ashworth Dr

New Driveway Constructed During Phase 1 will be Access During Phase 2.

Access to Current Driveway to be Maintained throughout Phase 1

EXHIBIT B

Prepared by and return to: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**TERMINATION OF AGREEMENT FOR EASEMENT  
AND  
RELEASE OF RIGHT-OF-WAY EASEMENT**

The undersigned successors to the parties to that certain Agreement for Easement dated July 8, 1986, filed as Document 9 Ease 430 in the office of the Recorder of Black Hawk County, Iowa, do hereby terminate said Agreement for Easement and do hereby fully and finally release the Right-of-Way Easement granted therein for the reason that a City street will be constructed within the area of said Easement and said Easement is no longer necessary. Said Easement premises is legally described as follows:

A part of the NW1/4 of Section 26, T89N, R14W of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows: Commencing at a point on the East line of the NW1/4 of said Section, 725.2 feet North of the Southeast corner of said NW1/4; thence West a distance of 215 feet; thence North a distance of 25 feet; thence East a distance of 215 feet to the East line of said NW1/4; thence South 25 feet along the East line of said NW1/4 to the point of beginning.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
David A. Nicol

\_\_\_\_\_  
Tamara M. Nicol

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by David A. Nicol and Tamara M. Nicol, husband and wife.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR IOWA  
My commission expires: \_\_\_\_\_

\_\_\_\_\_

Cory D. Johnson

\_\_\_\_\_

Lisa M. Johnson

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022. By  
Cory D. Johnson and Lisa M. Johnson, husband and wife.

\_\_\_\_\_

NOTARY PUBLIC IN AND FOR IOWA

My commission expires: \_\_\_\_\_

Prepared by and Return to: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600.

**AGREEMENT REGARDING DRIVEWAY APPROACH TO ASHWORTH DRIVE**

**BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**CORY D. JOHNSON AND LISA M. JOHNSON**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality (the "City") and Cory D. Johnson and Lisa M. Johnson, husband and wife, whose address is 4923 Hudson Road, Cedar Falls, Iowa 50613 ("Owners").

WHEREAS, Owners own land in the City of Cedar Falls, Iowa, legally described as follows:

A part of the South One-half of the Northwest Quarter of Section No. Twenty-six (26), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Firth Principal Meridian, Black Hawk County, Iowa, described as follows, to-wit: Beginning at a point on the East line of said Northwest Quarter which is Five Hundred Thirty-four and Two Tenths (534.2) feet North of the Southeast corner of said Northwest Quarter; thence West at right angles Six Hundred Fifty (650) feet; thence North at right angles Two Hundred Thirty-one (231) feet; thence East at right angles a distance of Four Hundred Thirty-five (435) feet; thence South at right angles Forty (40) feet; thence East at right angles a distance of Two Hundred Fifteen (215) feet to the East line of said Northwest Quarter; thence South a distance of One Hundred Ninety-one (191) feet to the point of beginning, except that part thereof conveyed to the City of Cedar Falls in 553 LD 983 and 553 LD 986.

(the "Property"); and

WHEREAS, the City shall be acquiring land for a right-of-way and constructing within said right-of-way an extension of Ashworth Drive in Cedar Falls, Iowa, which extension shall adjoin the Property; and

WHEREAS, the City has agreed to construct at the City's cost a concrete driveway approach to the Property at a mutually agreed upon location from the south edge of the pavement of newly constructed Ashworth Drive to the right-of-way boundary adjoining the Property; and

WHEREAS, the driveway approach shall be composed of with one curb cut of thirty-two (32) feet in width at the roadway and a width of thirty (30) feet at the City right-of-way boundary; and

WHEREAS, current ordinances and design standards of the City would allow only a 24 feet curb cut and driveway width; and

WHEREAS, in exchange for the wider curb cut and driveway approach width the Owners have agreed to only one curb cut and concrete driveway access to the Property from Ashworth Drive; and

WHEREAS, taking into consideration the intended roadway characteristics and safety of access to Ashworth Drive the City deems it in the best interest of the City to enter into this Agreement upon these terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The City agrees that as part of the Ashworth Drive Extension project it will construct a driveway approach in accordance with City design standards, in a mutually agreed upon location from the south edge of the pavement of Ashworth Drive to the right-of-way boundary adjoining the Property. There shall be one curb cut of thirty-two (32) feet in width at the roadway and a width of thirty (30) feet at the City right-of-way boundary, as determined by the City Engineer or designee. The approach shall be constructed at no cost to the Owners.

2. The Owners agree that the above described curb cut and approach shall be the only curb cut and approach to ever be constructed between the Property and Ashworth Drive, including over any part of City right-of-way. However, should the Property ever be subdivided and a final plat of such subdivision approved by the City in accordance with the City's ordinances, regulations and standards then in effect, then additional curb cuts and driveway approaches to Ashworth Drive may be allowed. Such curb cuts and approaches, if constructed, shall be at no cost to the City. All required permits shall be obtained prior to construction. Such curb cuts and approaches shall be constructed according to City specifications at the time of construction and shall be subject to approval by the City.

3. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, and shall run with the land.

4. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OWNERS:



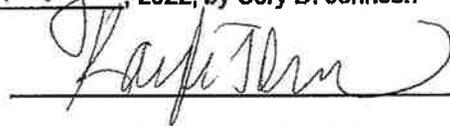
Cory D. Johnson



Lisa M. Johnson

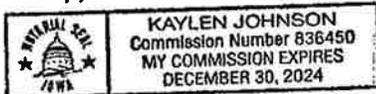
State of Iowa, County of Black Hawk, ss:

This record was acknowledged before me on the 27 day of May, 2022, by Cory D. Johnson and Lisa M. Johnson, husband and wife.



Notary Public in and for the State of Iowa

(Notary Stamp)



CITY OF CEDAR FALLS, IOWA:

\_\_\_\_\_

Robert M. Green, Mayor

Attest:

\_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

State of Iowa, County of Black Hawk, 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 Stamp)

\_\_\_\_\_

Notary Public in and for the State of Iowa

**CITY OF CEDAR FALLS  
PURCHASE AND SALE AGREEMENT**

PROPERTY ADDRESS: 4919 Hudson Road Cedar Falls, IA 50613  
COUNTY TAX PARCEL NO. 8914-26-176-002  
PARCEL NO. 001  
PROJECT NO. CP-197-3244  
PROJECT NAME: Ashworth Drive Roadway Extension

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 9th day of April, 2022, by and between David Nicol and Tamara Nicol, husband and wife, ("Sellers"), and the City of Cedar Falls, Iowa, an Iowa municipality ("Buyer").

1. Sellers agree to sell to Buyer and Buyer agrees to purchase from Sellers the following real estate, or interest in real estate, located in Cedar Falls, Black Hawk County, Iowa, legally described as follows ("Premises"):

See Acquisition Plat attached as Exhibit "A"

The conveyance to Buyer will be pursuant to a Warranty Deed in the form attached as Exhibit "B." Said Warranty Deed shall be executed by Sellers no later than the closing date, and shall convey marketable title of record to Buyer, free and clear of any liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and subject to existing easements of record.

2. Sellers also agree to convey to Buyer and Buyer agrees to accept from Sellers a Temporary Construction Easement at no additional cost to Buyer over, under, through and across the following described real estate located in Cedar Falls, Black Hawk County, Iowa ("Construction Easement Premises"):

See Temporary Construction Easement Plat attached as Exhibit "C"

Said Temporary Construction Easement shall be conveyed to Buyer pursuant to a Temporary Construction Easement Agreement in the form attached as Exhibit "D." Said Temporary Construction Easement Agreement shall be executed by Buyers no later than the closing date.

3. Sellers also agree to convey to Buyer and Buyer agrees to accept from Sellers a Public Utility Easement at no additional cost to Buyer over, under, through and across the following described real estate located in Cedar Falls, Black Hawk County, Iowa ("Utility Easement Premises"):

See Public Utility Easement Plat attached as Exhibit "E"

Said Public Utility Easement shall be conveyed to Buyer pursuant to a Public Utility Easement Agreement in the form attached as Exhibit "F." Said Utility Easement Agreement shall be executed by Sellers no later than the closing date.

4. Sellers consent to any change of grade adjacent to the Premises in conjunction with the Ashworth Drive Roadway Extension public improvement project referenced above (the "Project"), and Sellers accept payment under this Agreement for any and all damages arising therefrom. Sellers acknowledge full settlement and payment from the Buyer for all claims pursuant to the terms of this Agreement and discharges the Buyer from liability related to or arising from this Agreement and related to or arising from the Project. Buyer waives all requirements of notice related to acquisition in lieu of condemnation, including notices relating to agricultural land.
5. Possession of the Premises, Construction Easement Premises and Utility Easement Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of all premises described herein in accordance with the terms of this Agreement, immediately upon closing of this transaction and payment of the agreed upon amounts set forth in Paragraph 6 below. Sellers grant to the Buyer the immediate right to enter the Premises and Utility Easement Premises for the purpose of gathering survey and soil data and to conduct any additional inspections and testing the Buyer deems necessary or appropriate.
6. Buyer agrees to pay to Sellers the following amounts on or before the closing date in exchange for the rights, titles and interests conveyed to Buyer in this Agreement:

Payment Amount	Agreed Performance	Date
\$0 _____	on right of possession	_____
\$0 _____	on conveyance of title	_____
\$0 _____	on surrender of possession	_____
\$124,000 _____	on possession and conveyance	<u>after council approval</u>
\$124,000 _____	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	38,600 sq. ft.	\$124,000
Underlying Fee Title	0 sq. ft.	\$0
Temporary Easement	86,249 sq. ft.	\$0
Permanent Easement	6,280 sq. ft.	\$0
Buildings		\$0
Severance Damages		\$0

6. Sellers warrant that there are no tenants on the Premises or Utility Easement Premises holding under lease.
7. In exchange for the granting of the Temporary Construction Easement and Public Utility Easement as described in this Agreement at no cost to Buyer, and to facilitate Buyer's use of the Construction Easement Premises during the Project, and perpetual use of the Utility Easement Premises, Buyer agrees to demolish the buildings located on the Construction Easement Premises and Utility Easement Premises, at no cost to Sellers. Such demolition shall be completed no later than the end of the term of the Temporary Construction Easement described in Paragraph 2 above. The buildings subject to demolition are as depicted on the diagram attached as Exhibit "G." Buyer agrees to properly dispose of debris resulting from said demolition, at its cost. Buyer agrees to provide sufficient fill as necessary and to restore the area

beneath and adjacent to said buildings to original rough grade. Buyer agrees to obtain at Buyer's cost all necessary permits, licenses and approvals for the demolition of the buildings, if any. Buyer agrees to hold harmless and INDEMNIFY Sellers for any loss or damage for personal injury or property damage arising out of or resulting from the negligence or other fault of Buyer or Buyer's agents or contractors during demolition of the buildings.

8. This Agreement is subject to the following additional conditions precedent:
  - a. Dismissal with prejudice at Plaintiffs' cost the lawsuit currently pending in the Iowa District Court in and for Black Hawk County, captioned Cory D. Johnson and Lisa M. Johnson, Plaintiffs vs. David A. Nicol and Tamara M. Nicol, Defendants, and City of Cedar Falls, Intervenor, Equity No. EQCV142880 (the "Lawsuit").
  - b. As part of the consideration for settlement of the Lawsuit, execution and delivery of a Quit Claim Deed by Cory D. Johnson and Lisa M. Johnson conveying all rights, title and interest in the Premises, Utility Easement Premises and Construction Easement Premises to David A. Nicol and Tamara M. Nicol. Said conveyance shall be at no cost to Buyer herein other than the cost of recording.
  - c. Also as part of the consideration for settlement of the Lawsuit, execution and delivery of a Release by Cory D. Johnson and Lisa M. Johnson, as well as by David A. Nicol and Tamara M. Nicol, of that certain easement for joint driveway purposes which was created by way of Agreement for Easement filed July 9, 1986, as Document No. 9 Ease 430 at the Recorder's Office of Black County, Iowa. Said Release shall be at no cost to Buyer herein other than the cost of recording.
9. As part of the Project, the Buyer shall construct separate water and sanitary sewer service lines from the mains within the Premises to the property boundaries of each residential lot or planned residential lot owned by Sellers that are adjacent to the Project. The parties shall cooperate on the location of the terminus of the service lines at the lot or planned lot boundaries but the Buyer reserves the discretion to determine the precise location of the terminus locations based upon the requirements of the Project and the Buyer's ordinances, rules, regulations and standards. Sellers shall designate in writing the preferred locations of the terminus of the service lines with sufficient advance notice to Buyer so as not to disrupt or delay planning or construction of the Project. The Buyer shall provide the Sellers with at least 60 days advance notice of when terminus locations are required to be provided if they have not already been provided. If preferred terminus locations are not timely provided by Sellers, then they shall be determined solely by the Buyer or not provided at all in the discretion of the Buyer.
10. The Buyer shall pay all abstracting fees related to the Nicol acquisition, along with recording fees and transfer tax, but Sellers are responsible for real estate taxes pro-rated to date of possession. Each party is responsible for the party's own attorney fees and expenses.
11. This Agreement shall apply to and bind the Sellers and the Sellers' heirs, successors, transferees and assigns.
12. Sellers agree to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Iowa Code Section 427.2. Buyer agrees that neither the Premises nor the Easement Premises nor Utility Easement Premises shall be subject to special assessment for any part of the Project.

Names and addresses of lienholders are: \_\_\_\_\_

- 13. Each page and each attachment is by this reference made a part of this Agreement.
- 14. The Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as payment on this Agreement. Sellers shall furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to the Premises as well as the Utility Easement Premises to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City, must show merchantable title to the Premises vested in Sellers. Buyer agrees to pay the cost of any abstract continuation. Sellers agree to obtain court approval of this Agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. In such case Buyer agrees to pay court approval costs and all other costs necessary to transfer the Premises and Utility Easement Premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills. Buyer agrees to pay for the cost of recording any and all instruments of conveyance.
- 15. If Sellers hold title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Sellers.
- 16. This Agreement and the attachments together constitute the entire agreement between the Buyer and the Sellers with respect 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. This Agreement is subject to the approval of the Cedar Falls, Iowa, City Council.
- 17. The Sellers shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement, as required by Section 6B.52 of the Code of Iowa.
- 18. The Sellers and Buyer agree that the closing of the transaction contemplated in this Agreement shall take place no later than thirty (30) days following completion and approval by the Cedar Falls City Council of all proceedings required by Iowa law for the purchase and acquisition of the Premises in fee simple and acceptance of the Temporary Construction Easement over the Construction Easement Premises and Permanent Utility Easement over the Utility Easement Premises.

SELLERS' SIGNATURES AND CLAIMANTS' 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.

David Nicol  
David Nicol

Tamara M Nicol  
Tamara Nicol

State of IOWA )  
County of BLACK HAWK ) ss.

This record was acknowledged before me on the 8th of April, 2022 by David Nicol and Tamara Nicol.

David Nicol and Tamara Nicol  
Name(s) of individual(s).

[Signature]  
Signature of notarial officer



[My commission expires: 2/19/25]

BUYER'S APPROVAL

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

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

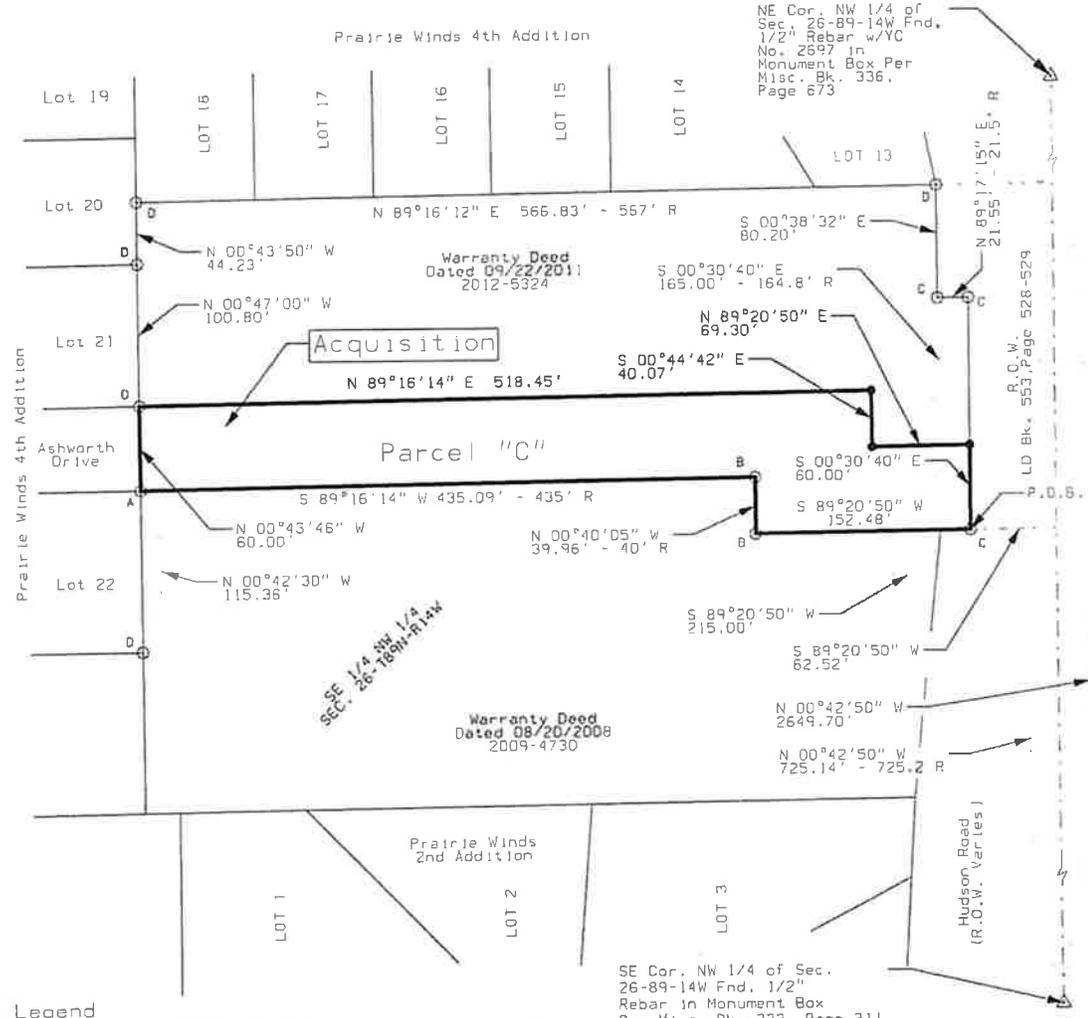
Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return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

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

Reserved for County Recorder's Use

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

Acquisition - 38,596 Square Feet or 0.89 Acre



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

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

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 4-06-2022  
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  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.  
City of Cedar Falls, County of Black Hawk, State of Iowa

**DESCRIPTION OF ACQUISITION (PARCEL C)**

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

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

Containing 38,596 Square Feet or 0.87 Acre.

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

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

Exhibit B

**WARRANTY DEED**  
**(Several Grantors)**  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City 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:** David A. Nicol and Tamara M. Nicol

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED**  
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, David A. Nicol and Tamara M. Nicol, joint tenants, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
David A. Nicol, Grantor

\_\_\_\_\_  
Tamara M. Nicol, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_ by  
David A. Nicol and Tamara M. Nicol, joint tenants.

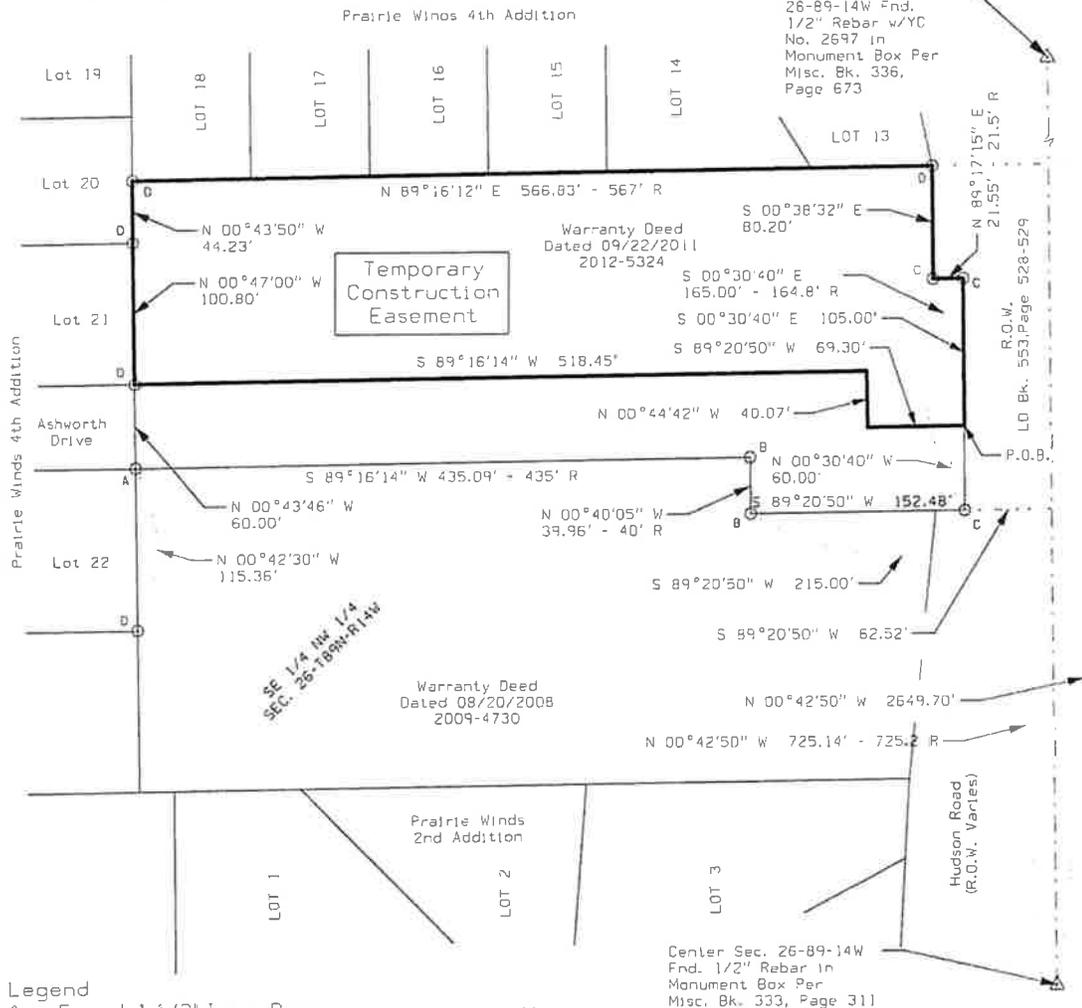
\_\_\_\_\_  
Signature of Notary Public

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

Reserved for County Recorder's Use

Temporary Construction Easement Plat  
 Part of the Southeast 1/4 of the Northwest 1/4  
 Section 26, Township 89 North, Range 14 West of the 5th P.M.  
 City of Cedar Falls, County of Black Hawk, State of Iowa  
 Owner: David A. Nicol and Tamara M. Nicol

Temporary Construction Easement - 86,364 Square Feet or 1.98 Acres



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

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



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
 MICHAEL R. FAGLE  
 License number: 8505  
 My license renewal date is December 31, 2027  
 Pages or sheets covered by this seal: Sheets 1 and 2 of 2



Temporary Construction Easement Plat  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.,  
City of Cedar Falls, County of Black Hawk, State of Iowa  
Owner: David A. Nicol and Tamara M. Nicol

**DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26; a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, a distance of 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697; thence North 00°30'40" West, along said presently established Westerly right-of-way of Hudson Road, a distance of 60.00 feet to the Point of Beginning; thence South 89°20'50" West, 69.30 feet; thence North 00°44'42" West, 40.07 feet; thence South 89°16'14" West, 518.45 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point also being on the West line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, being a 1/2" rebar with License Number 17162; thence North 00°47'00" West along the East line of said Lot 21, also being the West line of the parcel of land described in said Document 2012-5324, a distance of 100.80 feet, to the Southeast corner of Lot 20 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 00°43'50" West along the East line of said Lot 20, also being the West line of the parcel of land described in said Document 2012-5324, a distance of 44.23 feet, to the Southwest corner of Lot 18 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 89°16'12" East, along the South lines of Lots 18, 17, 16, 15, 14 and 13 of Prairie Wind 4th Addition, also being the North line of the parcel of land described in said Document 2012-5324, a distance of 566.83 feet (567.00 feet record), to the presently established Westerly right-of-way line of Hudson Road, point being a 1/2 inch rebar with License Number 17162; thence South 00°38'32" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 80.20 feet, point being a 1/2 inch rebar with License Number 2697; thence North 89°17'15" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 21.55 feet (21.50 feet record), point being a 1/2 inch rebar with License Number 2697; thence South 00°30'40" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 105.00 feet to the Point of Beginning.

Containing 86,364 Square Feet or 1.98 Acres of which 6,279 Square Feet or 0.14 Acre is a Public Utility Easement.

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

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



## Exhibit D

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by David A. Nicol and Tamara M. Nicol ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee" or "City"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Construction Easement Plat and Legal Description attached (the "Easement Area").

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

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

GRANTOR:

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

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

\_\_\_\_\_

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

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

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by David A. Nicol and Tamara M. Nicol.

\_\_\_\_\_  
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:

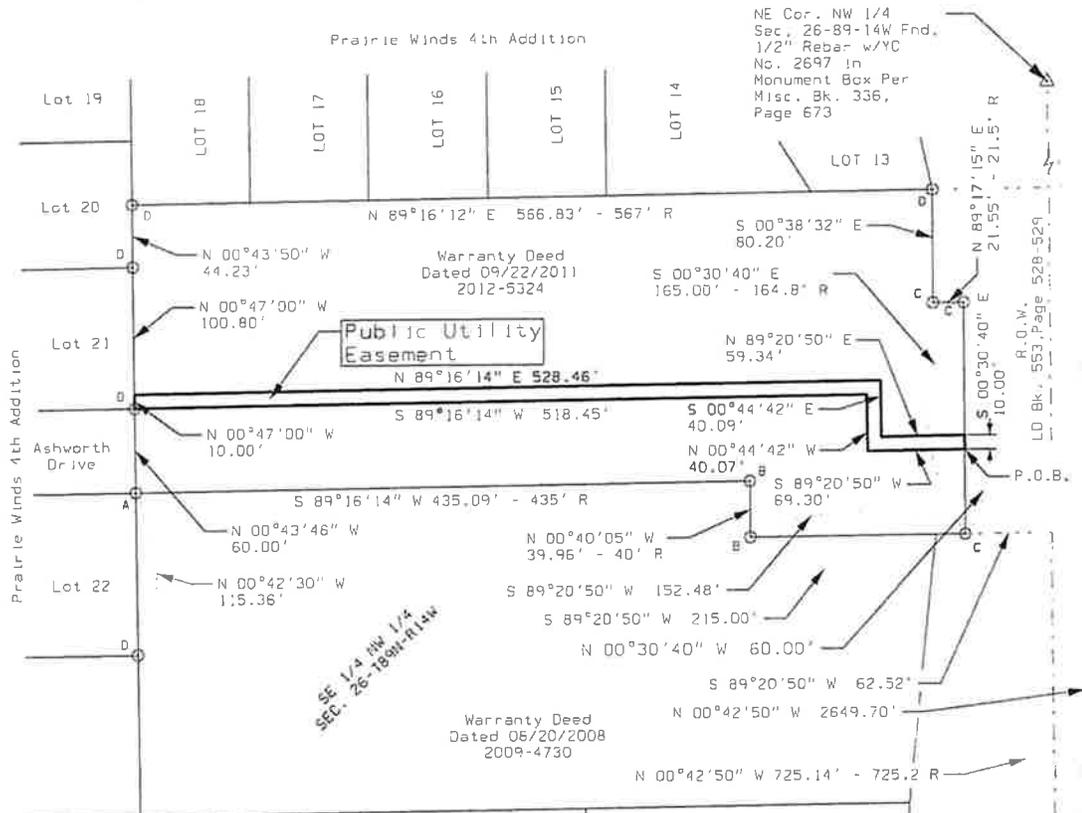
\_\_\_\_\_

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

Reserved for County Recorder's Use

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

Public Utility Easement - 6,279 Square Feet or 0.14 Acre



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

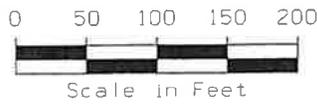
SE Cor. NW 1/4  
Sec. 26-89-14W  
Fnd. 1/2" Rebar in  
Monument Box Per  
Misc. 8k. 333, Page 311

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



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 4-06-2022  
MICHAEL R. FAGLE Date  
License number: 8505  
My license renewal date is December 31, 2027  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2



Public Utility Easement Plat  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.  
City of Cedar Falls, County of Black Hawk, State of Iowa  
Owner: David A. Nicol and Tamara M. Nicol

**DESCRIPTION OF PUBLIC UTILITY EASEMENT**

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26; a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, a distance of 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697; thence North 00°30'40" West, along said presently established Westerly right-of-way of Hudson Road, a distance of 60.00 feet to the Point of Beginning; thence South 89°20'50" West, 69.30 feet; thence North 00°44'42" West, 40.07 feet; thence South 89°16'14" West, 518.45 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point also being on the West line of the parcel of land described in Document No. 2012-5324, point being a 1/2 inch rebar with License Number 17162; thence North 00°47'00" West along the East line of said Lot 21, also being the West line of the parcel of land described in said Document No. 2012-5324, a distance of 10.00 feet; thence North 89°16'14" East, 528.46 feet; thence South 00°44'42" East, 40.09 feet; thence North 89°20'50" East, 59.34 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'40" East, along the presently established Westerly right-of-way line of Hudson Road, 10.00 feet to the Point of Beginning.

Containing 6,279 Square Feet or 0.14 Acre.

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

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

## Exhibit F

**PUBLIC UTILITY EASEMENT AGREEMENT**

David A. Nicol and Tamara M. Nicol, 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 Public Utility Easement Plat and Legal Description Attached (the "Easement Area").

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. 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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR

\_\_\_\_\_  
David A. Nicol

\_\_\_\_\_  
Tamara M. Nicol

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK    )

This record was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by David A. Nicol and Tamara M. Nicol.

\_\_\_\_\_  
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



**WARRANTY DEED**  
(Several Grantors)  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City 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:** David A. Nicol and Tamara M. Nicol

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED**  
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, David A. Nicol and Tamara M. Nicol, joint tenants, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: April 8, 2022.

David A. Nicol  
David A. Nicol, Grantor

Tamara M. Nicol  
Tamara M. Nicol, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on  
David A. Nicol and Tamara M. Nicol, joint tenants.

April 8, 2022 by

[Signature]  
Signature of Notary Public



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

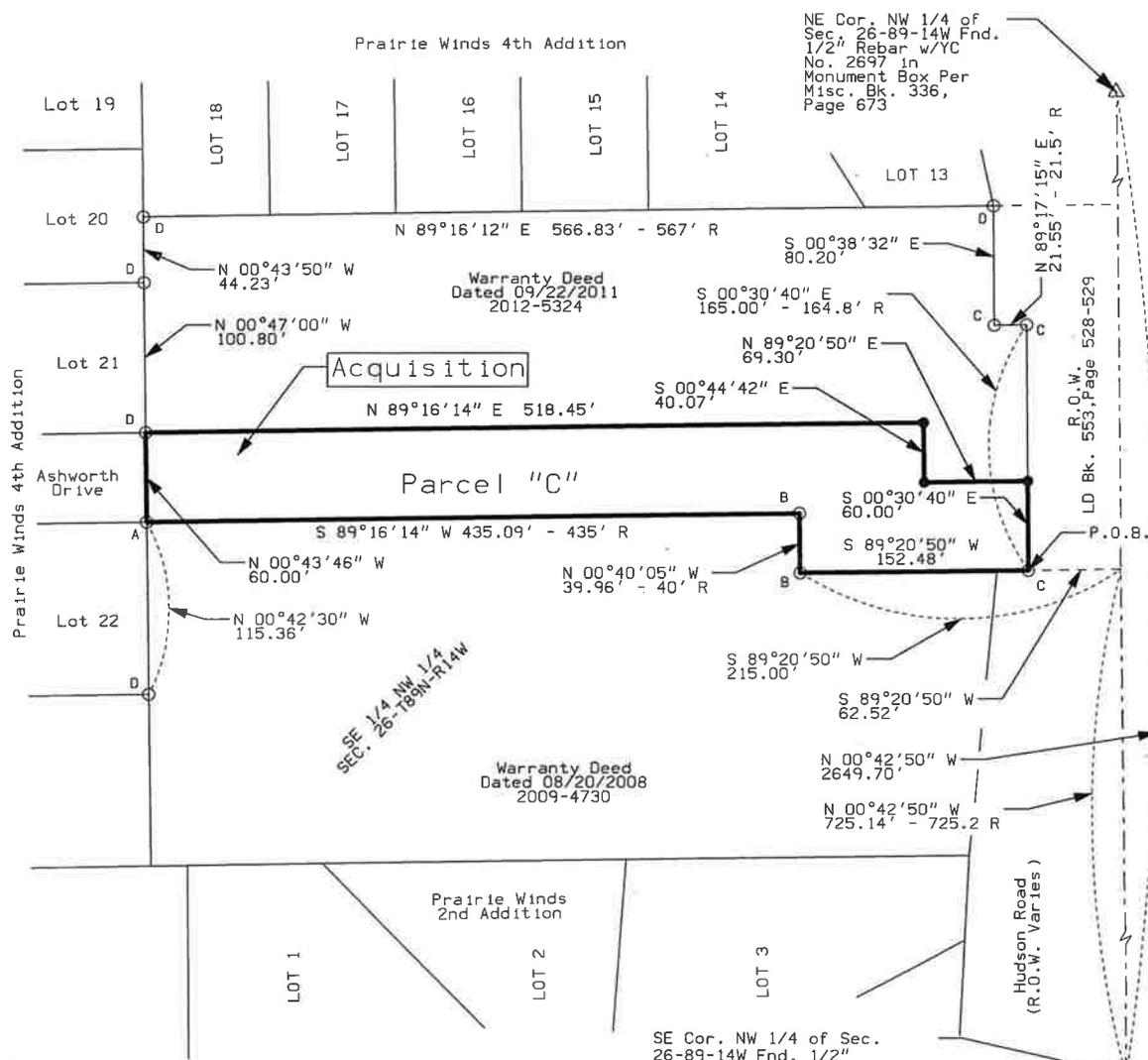
Item 19.

Reserved for County Recorder's Use

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

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

Acquisition - 38,596 Square Feet or 0.89 Acre

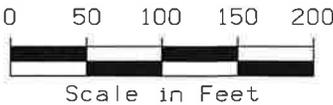


- Legend**
- A = Found 1 1/2" Iron Pipe
  - B = Found 1 1/2" Pinch Pipe
  - C = Found 1/2" Rebar YPC No. 2697
  - D = Found 1/2" Rebar OPC No. 17162
  - R = Record Dimension
  - = Set 1/2" X 24" Rebar w/YPC 8505

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

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 4-6-2022  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is D  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2



### DESCRIPTION OF ACQUISITION (PARCEL C)

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

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

Containing 38,596 Square Feet or 0.87 Acre.

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

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

CTRL #

Grid of boxes for CTRL #

C O Y Y Y Y M M # # # # #



REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY) - - - - -

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: David A. Nicol and Tamara M. Nicol Phone Number:

Seller Address: 3019 Lovejoy Drive City: Cedar Falls

State: Iowa ZIP: 50613 email:

Buyer: City of Cedar Falls, Iowa Phone Number:

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email:

Address of Property Conveyed: 4919 Hudson Road

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See Legal Description attached

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

1. Total Amount Paid..... 1 2 4 , 0 0 0 .00

2. Amount Paid for Personal Property..... .00

3. Amount Paid for Real Property..... 1 2 4 , 0 0 0 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: David A Nicol Phone Number: 319-560-3730

Signature: David A Nicol Buyer or Seller X or Agent or Attorney



## Addendum

### DESCRIPTION OF PARCEL "C"

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2-inch rebar in a monument box;

thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26, 725.14 feet (725.20 feet record);

thence South 89°20'50" West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697, also being the Point of Beginning;

thence South 89°20'50" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 152.48 feet, point being a 1-1/2 inch pinch pipe;

thence North 00°40'05" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 39.96 feet (40.00 feet record), point being a 1-1/2 inch pinch pipe;

thence South 89°16'14" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 435.09 feet (435.00 feet record) to the Northeast corner of Lot 22 of Prairie Winds 4th Addition, point being on the West line of the parcel of land described in said Document No. 2012-5324, point being a 1-1/2 inch iron pipe;

thence North 00°43'46" West, along the West line of the parcel of land described in said Document No. 2012-5324, a distance of 60.00 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162;

thence North 89°16'14" East, 518.45 feet;

thence South 00°44'42" East, 40.07 feet;

thence North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road;

thence South 00°30'40" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 38,596 Square Feet or 0.87 Acre.

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

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

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name: David A. Nicol and Tamara M. Nicol  
Address: 3019 Lovejoy Drive, Cedar Falls, IA 50613

**TRANSFeree:**

Name: City of Cedar Falls, Iowa  
Address: 220 Clay Street, Cedar Falls, IA 50613

Address of Property Transferred:  
4919 Hudson Road, 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: David A. Pool Telephone No.: 319-560-3730  
(Transferor)

## Addendum

### DESCRIPTION OF PARCEL "C"

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2-inch rebar in a monument box;

thence North  $00^{\circ}42'50''$  West, along the East line of the Northwest Quarter of said Section 26, 725.14 feet (725.20 feet record);

thence South  $89^{\circ}20'50''$  West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697, also being the Point of Beginning;

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thence North  $89^{\circ}16'14''$  East, 518.45 feet;

thence South  $00^{\circ}44'42''$  East, 40.07 feet;

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thence South  $00^{\circ}30'40''$  east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 38,596 Square Feet or 0.87 Acre.

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

NOTE: The West line of said Northwest Quarter is assumed to bear North  $00^{\circ}42'50''$  West for this description

## PUBLIC UTILITY EASEMENT AGREEMENT

David A. Nicol and Tamara M. Nicol, 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 Public Utility Easement Plat and Legal Description Attached (the "Easement Area").

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. 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

8th day of April, 2022

GRANTOR

David A. Nicol

David A. Nicol

Tamara M. Nicol

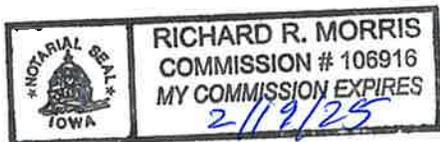
Tamara M. Nicol

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on this 8th day of April, 2022, by David A. Nicol and Tamara M. Nicol.

Richard R. Morris

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\_\_.

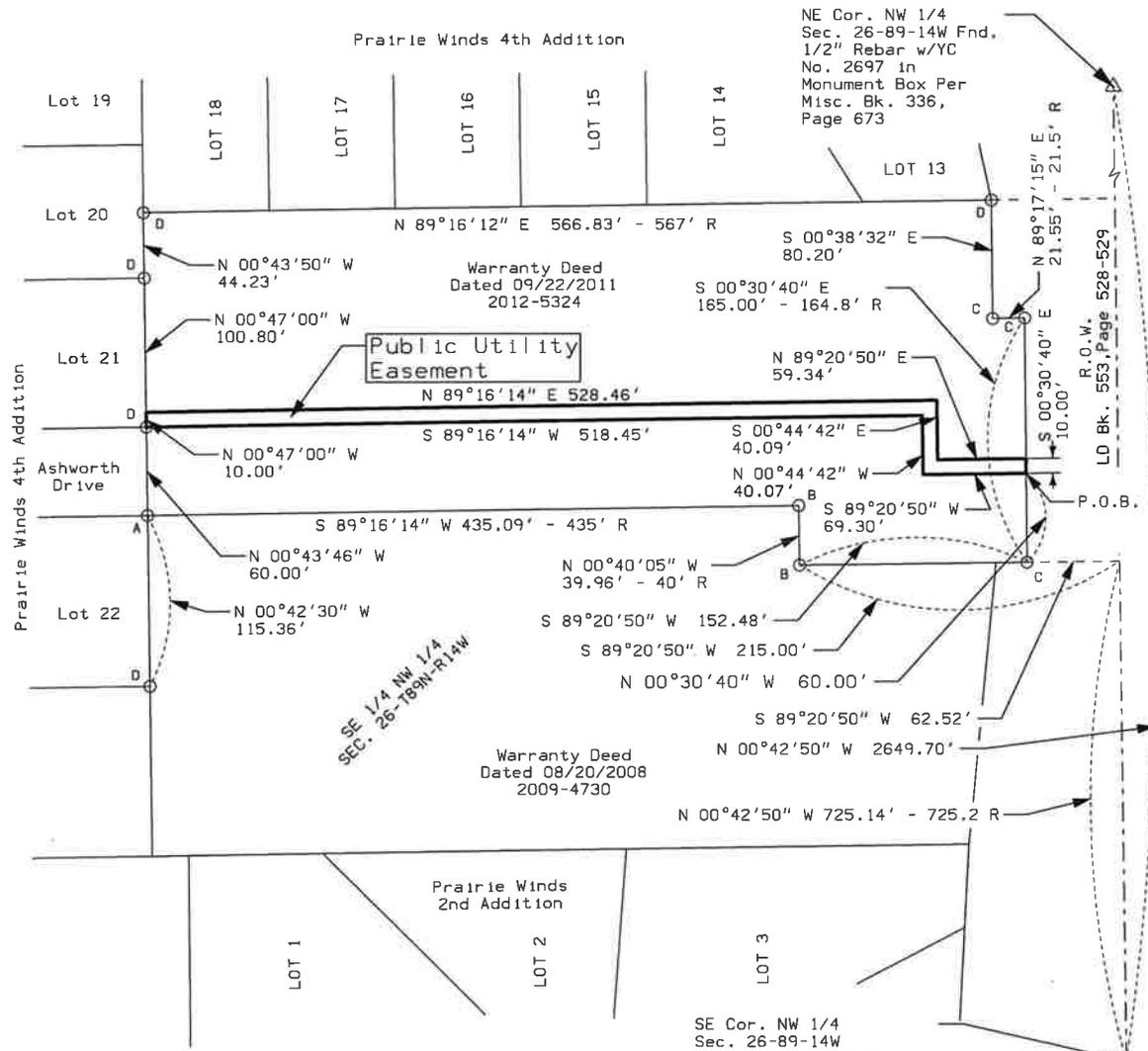
\_\_\_\_\_  
Notary Public in and for the State of Iowa

Reserved for County Recorder's Use

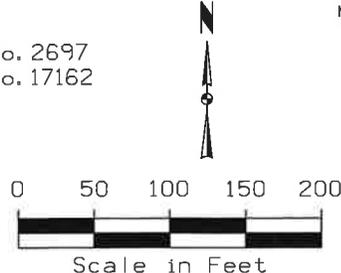
Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return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

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

Public Utility Easement - 6,279 Square Feet or 0.14 Acre



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



SE Cor. NW 1/4  
 Sec. 26-89-14W  
 Fnd. 1/2" Rebar in  
 Monument Box Per  
 Misc. Bk. 333, Page 311

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



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 4-6-2022  
 MICHAEL R. FAGLE  
 License number: 8505  
 My license renewal date: 11.2022  
 Pages or sheets covered by this seal: 224  
 Sheets 1 and 2 of 2

Public Utility Easement Plat  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.  
City of Cedar Falls, County of Black Hawk, State of Iowa  
Owner: David A. Nicol and Tamara M. Nicol

Item 19.

#### DESCRIPTION OF PUBLIC UTILITY EASEMENT

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26; a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, a distance of 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697; thence North 00°30'40" West, along said presently established Westerly right-of-way of Hudson Road, a distance of 60.00 feet to the Point of Beginning; thence South 89°20'50" West, 69.30 feet; thence North 00°44'42" West, 40.07 feet; thence South 89°16'14" West, 518.45 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point also being on the West line of the parcel of land described in Document No. 2012-5324, point being a 1/2 inch rebar with License Number 17162; thence North 00°47'00" West along the East line of said Lot 21, also being the West line of the parcel of land described in said Document No. 2012-5324, a distance of 10.00 feet; thence North 89°16'14" East, 528.46 feet; thence South 00°44'42" East, 40.09 feet; thence North 89°20'50" East, 59.34 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'40" East, along the presently established Westerly right-of-way line of Hudson Road, 10.00 feet to the Point of Beginning.

Containing 6,279 Square Feet or 0.14 Acre.

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

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

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 8th day of April, 2022, by David A. Nicol and Tamara M. Nicol (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee” or “City”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Construction Easement Plat and Legal Description attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon the earlier of (a) twenty-four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

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

GRANTOR:

By: David Nicol  
By: Tamara M Nicol  
\_\_\_\_\_

State of IOWA )  
County of BLACK HAWK )

This record was acknowledged before me on the 8th day of April,  
2021, by David A. Nicol and Tamara M. Nicol.

Richard R. Morris  
\_\_\_\_\_  
Signature of notarial officer

Stamp  [

Title of Office

[My commission expires: 2/19/25]

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:

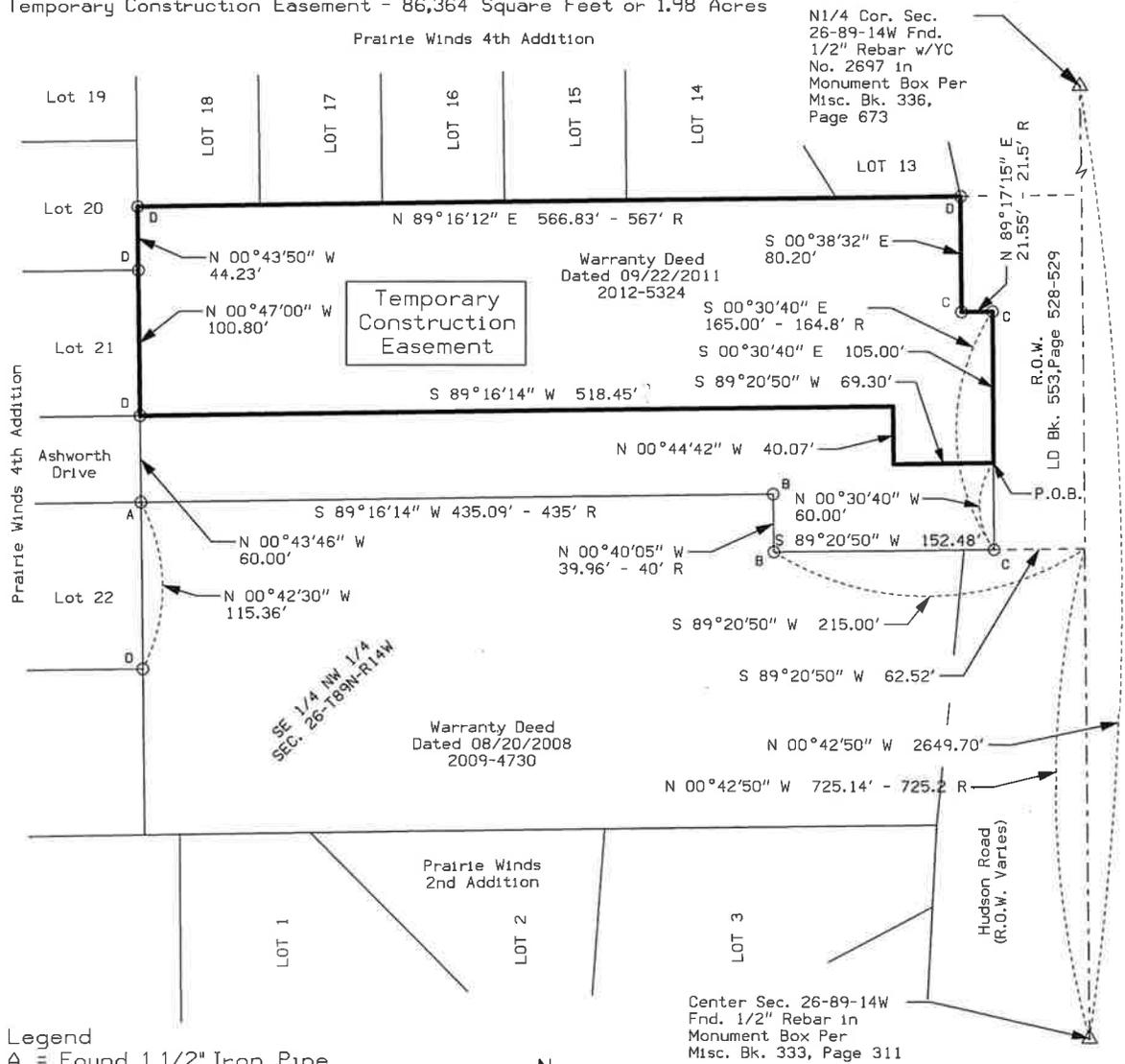
\_\_\_\_\_

Reserved for County Recorder's Use

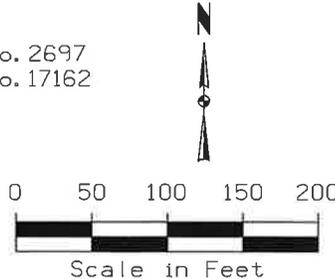
Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return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

Temporary Construction Easement Plat  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.  
City of Cedar Falls, County of Black Hawk, State of Iowa  
Owner: David A. Nicol and Tamara M. Nicol

Temporary Construction Easement - 86,364 Square Feet or 1.98 Acres  
Prairie Winds 4th Addition



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



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

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 4-6-2022  
MICHAEL R. FAGLE

License number 8505  
My license renewal date is 0

Pages or sheets covered by this seal: 230 022  
Sheets 1 and 2 of 2

Temporary Construction Easement Plat  
Part of the Southeast 1/4 of the Northwest 1/4  
Section 26, Township 89 North, Range 14 West of the 5th P.M.  
City of Cedar Falls, County of Black Hawk, State of Iowa  
Owner: David A. Nicol and Tamara M. Nicol

Item 19.

#### DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

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

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26; a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, a distance of 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697; thence North 00°30'40" West, along said presently established Westerly right-of-way of Hudson Road, a distance of 60.00 feet to the Point of Beginning; thence South 89°20'50" West, 69.30 feet; thence North 00°44'42" West, 40.07 feet; thence South 89°16'14" West, 518.45 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point also being on the West line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, being a 1/2" rebar with License Number 17162; thence North 00°47'00" West along the East line of said Lot 21, also being the West line of the parcel of land described in said Document 2012-5324, a distance of 100.80 feet, to the Southeast corner of Lot 20 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 00°43'50" West along the East line of said Lot 20, also being the West line of the parcel of land described in said Document 2012-5324, a distance of 44.23 feet, to the Southwest corner of Lot 18 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 89°16'12" East, along the South lines of Lots 18, 17, 16, 15, 14 and 13 of Prairie Wind 4th Addition, also being the North line of the parcel of land described in said Document 2012-5324, a distance of 566.83 feet (567.00 feet record), to the presently established Westerly right-of-way line of Hudson Road, point being a 1/2 inch rebar with License Number 17162; thence South 00°38'32" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 80.20 feet, point being a 1/2 inch rebar with License Number 2697; thence North 89°17'15" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 21.55 feet (21.50 feet record), point being a 1/2 inch rebar with License Number 2697; thence South 00°30'40" East, along the presently established Westerly right-of-way line of Hudson Road, a distance of 105.00 feet to the Point of Beginning.

Containing 86,364 Square Feet or 1.98 Acres of which 6,279 Square Feet or 0.14 Acre is a Public Utility Easement.

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

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

Prepared by and return to: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**TERMINATION OF AGREEMENT FOR EASEMENT  
AND  
RELEASE OF RIGHT-OF-WAY EASEMENT**

The undersigned successors to the parties to that certain Agreement for Easement dated July 8, 1986, filed as Document 9 Ease 430 in the office of the Recorder of Black Hawk County, Iowa, do hereby terminate said Agreement for Easement and do hereby fully and finally release the Right-of-Way Easement granted therein for the reason that a City street will be constructed within the area of said Easement and said Easement is no longer necessary. Said Easement premises is legally described as follows:

A part of the NW1/4 of Section 26, T89N, R14W of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows: Commencing at a point on the East line of the NW1/4 of said Section, 725.2 feet North of the Southeast corner of said NW1/4; thence West a distance of 215 feet; thence North a distance of 25 feet; thence East a distance of 215 feet to the East line of said NW1/4; thence South 25 feet along the East line of said NW1/4 to the point of beginning.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
David A. Nicol

\_\_\_\_\_  
Tamara M. Nicol

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022, by David A. Nicol and Tamara M. Nicol, husband and wife.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR IOWA  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Cory D. Johnson

\_\_\_\_\_  
Lisa M. Johnson

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2022. By Cory D. Johnson and Lisa M. Johnson, husband and wife.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR IOWA  
My commission expires: \_\_\_\_\_

**Return To:** Richard R Morris, 620 Lafayette St, Ste. 300, Waterloo, IA 50703  
**Taxpayer:** David Nicol and Tamara Nicol, 3019 Lovejoy Drive, Cedar Falls, IA 50613  
**Preparer:** Richard R Morris, 620 Lafayette St, Ste. 300, Waterloo, IA 50703,  
**Phone:** 3192341766



**QUIT CLAIM DEED**

For the consideration of One Dollar(s) and other valuable consideration, Cory Johnson and Lisa Johnson, husband and wife, do hereby Quit Claim to David Nicol and Tamara Nicol, as husband and wife as joint tenants with full rights of survivorship and not as tenants in common all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

**This deed is exempt according to Iowa Code 428A.2(21).**  
See attached Exhibit A

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

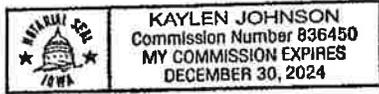
Dated: May 27, 2022.

  
\_\_\_\_\_  
Cory Johnson, Grantor

  
\_\_\_\_\_  
Lisa Johnson, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 27, 2022 by Cory Johnson and Lisa Johnson, husband and wife.



Kaylen Johnson  
Signature of Notary Public

## EXHIBIT A

A part of the South  $\frac{1}{2}$  of the Northwest Quarter of Section No. 26, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows, to-wit: Beginning at a point on the East line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter; thence West at right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the East line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning.

EXCEPT those parts conveyed for road purposes in 91 LD 491 and 553 LD 528.



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor and City Council  
**From:** Craig R. Berte, Acting Public Safety Director  
**Date:** May 23, 2022  
**Re:** Sturgis Falls – Prohibited Animals

---

Attached is a memo in reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival, the events for 2022 will be held Wednesday June 22<sup>nd</sup> at 5:00 p.m. through Sunday, June 26<sup>th</sup> at midnight

The city ordinance does require the City Council to designate the dates in order for the ordinance to take effect each year. We are requesting that you make that designation for this year's Sturgis Falls Celebration.



# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 11-01-2013

DATE: 5/23/22TO: Acting Director BerteFROM: Captain Jeff SitzmannSUBJECT: Animals Prohibited

In reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival, the events for 2022 will be held Wednesday June 22<sup>nd</sup> at 5:00 p.m. through Sunday, June 26<sup>th</sup> at midnight.

Per the ordinance, animals should not be permitted in the following locations, on the dates and times listed above. These locations would include parks, streets, sidewalks and parking lots.

Gateway Park and Merriam's Midway  
 Overman Park  
 Sturgis Park  
 Policeman's Park  
 Franklin and Clay Streets from 1<sup>st</sup> to 4<sup>th</sup> Streets  
 2<sup>nd</sup> and 3<sup>rd</sup> Streets from Washington to Franklin Streets  
 100-blk E. 2<sup>nd</sup> Street  
 100-400-blk State Street  
 State Street Plaza  
 Lincoln Street from 1<sup>st</sup> to McKinley Streets  
 1<sup>st</sup> Street from Main to the East side of the Main Street Bridge  
 Public Parking Area from Cedar City Creamery to Policeman's Park  
 Lincoln Street to the Railroad Tracks

Animals should not be permitted on the streets / sidewalks or in the area of the parade/parade route on Saturday June 25<sup>th</sup>, between the hours of 6:00 a.m. and Noon.

Streets impacted by this include:

Clay Street from 8<sup>th</sup> to 11<sup>th</sup> Streets  
11<sup>th</sup> Street from Clay to Main Streets  
Main Street from 11<sup>th</sup> to 3<sup>rd</sup> Streets  
3<sup>rd</sup> Street from Main to Franklin Streets  
Franklin Street from 3<sup>rd</sup> to 5<sup>th</sup> Streets

In addition, animals should not be permitted on the streets or in the area of the Arts 'n Crafts fair from 6:00 a.m. through 6:00 p.m. on Sunday, June 26<sup>th</sup>. Streets impacted by the Arts 'n Crafts fair are as follows:

3<sup>rd</sup> Street from Washington to Franklin  
Franklin and Clay Streets from 1<sup>st</sup> to 4<sup>th</sup> Streets

This request includes parks, streets and other areas that are currently planned to be used for the events. There is always the change of unexpected changes, due to bad weather or other unforeseen circumstances. For this reason I would recommend we be flexible and we allow other parks and streets that may be affected at the last minute. These changes or additions to the Sturgis Falls Celebration or Cedar Basin Music Festival would be approved without further notice to the Council. The Sturgis Falls Celebration committee intends to post notices at many park entrances notifying patrons of the ordinance.

Thank you,  
Captain Jeff Sitzmann



**James & Meryl Hearst Center for the Arts**  
304 West Seerley Boulevard  
Cedar Falls, Iowa 50613  
(319) 273-8641  
www.TheHearst.org



Item 21.

## M E M O R A N D U M

**DATE:** June 1, 2022

**TO:** The Honorable Mayor Robert Green and Cedar Falls City Council

**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager

**SUBJECT:** Lease of sculpture

**Summary:** The Cedar Falls Art and Culture Board and staff have reviewed the attached contract with artist Amelia Gotera to lease of a sculpture installed on the sculpture pad located at 311 Main Street in downtown Cedar Falls, Iowa. The board respectfully requests that the City Council consider it for approval.

**Financial Considerations:** The Cedar Falls Art & Culture Board has agreed (5/25/2022) to pay Ms. Gotera \$1000 for the lease of the selected work of art for one year. The board will have the first right to purchase the work of art as a permanent part of the public art collection, in which case Gotera will be notified of the intent to purchase it at least 60 days prior to the end of the lease agreement period.

**Selection Process:** The Cedar Falls Public Art Committee (PAC) asked Dan Perry, whom is part of the Public Art Incubator program at UNI and teach in the Department of Art, to help select student artworks to display for a year at a time on the "Miller Pad." This student sculpture program is funded by the C. Hugh Pettersen Estate and the PAC "In Memory of Reuben & Hazel Miller, Miller Shoe Store, 319 Main Street, 1916-2002. Perry recommended the sculpture to the PAC. The recommendation was unanimously accepted.

The Art & Culture Board recommend that City Council approve the agreement with Ms. Gotera. If you have any questions or comments, please feel free to contact me.

Thank you for your consideration of this request.

**PUBLIC ART COMMITTEE**  
**AGREEMENT FOR LEASE OF ARTWORK**

This agreement is between the Cedar Falls Public Art Committee (“PAC”), a committee of the Art & Culture Board of the City of Cedar Falls, located at the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613,

and,

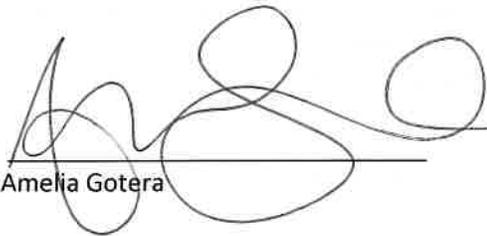
**Amelia Gotera** (“Artist”), 709 Iowa Street, Cedar Falls, IA 50613.

PAC seeks to improve the community aesthetic for public art and serve as an exhibitor for the Artist for the purpose of leasing the Artwork.

1. Artwork: The Artist has agreed to permit PAC to display the piece of art titled ***If You Build It*** (“Artwork”). A photograph of the Artwork is attached hereto as Attachment A and incorporated by reference herein.
2. Display of Artwork: Artwork will be on display in the City of Cedar Falls, Iowa (“City”) for a period of one year commencing on the date of installation in 2022 (“Display Period”).
3. Delivery and Installation of the Artwork: Artist shall install the Artwork in substantially the same condition as depicted on Attachment A on a public art pad located at 311 Main Street. Such installation shall be at Artist’s cost and sole risk. If the Artwork is not installed at the designated location or is not installed in substantially the same condition as depicted on Attachment A then this Agreement may be immediately terminated by PAC upon written notice to Artist, with no penalty or payment by PAC to artist. At the conclusion of the one (1) year Display Period, or upon termination of this agreement otherwise, deinstallation and delivery of the Artwork back to the Artist shall be the responsibility of the Artist at the Artist’s cost and sole risk. If the Artist does not remove the Artwork within sixty (60) days after the end of the Display Period or termination of the agreement, whichever occurs first, then the Artwork becomes the property of PAC and PAC may use the Artwork or dispose of it in any manner that PAC deems appropriate.
4. Right to Purchase: PAC shall have first right to purchase the Artwork at a mutually agreeable price. The Artist will be notified of the PAC’s intent to purchase at least sixty (60) days prior to the end of the Display Period.
5. Insurance & Liability: From the time the Artwork is installed until the Artist removes the Artwork or the Artwork becomes the property of PAC, PAC will provide general liability insurance for the Artwork and name the Artist as an additional insured on its policy during the term of this Agreement. PAC will not be responsible to the Artist for any damage, destruction, theft or other casualty to the Artwork. Any additional insurance coverage for the Artwork shall be the responsibility of the Artist to obtain at the Artist’s expense.
6. Hold Harmless: The Artist agrees to hold free and harmless the City and the PAC and their associated officers, employees, agents, and volunteers, whether they are current or former, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses,

in law or in equity, including but not limited to attorneys' fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss or damage to property, except as provided for herein, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork as a result of the duties and obligations as required by this Agreement.

- 7. Honorarium: PAC will pay the Artist an Honorarium of \$1000.00 for the lease of the Artwork, which shall be paid upon completion of installation.
- 8. Motion Pictures, Television Productions, and Photographs: The Artist gives PAC permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs taken in the City. In addition, the artist gives permission to the production company and/or photographer to exhibit all or any part of said film or photographs throughout the world.
- 9. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent contractor through the term of this Agreement and the Artist is totally responsible for the Artist's own materials, labor, costs, transportation and insurance.
- 10. No Assignment: The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party.
- 11. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the Artist, and Artist's heirs, beneficiaries, successors, and assigns.
- 12. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.

Artist  
 By:   
 Amelia Gotera

**City of Cedar Falls, Iowa**

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

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







## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 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:** May 27, 2022  
**SUBJECT:** Revision of West Fork Crossing Preliminary Plat

**REQUEST:** Request to amend the approved Preliminary Plat for West Fork Crossing

**PETITIONERS:** ISG Engineering, Engineers and Echo Development/Brent Dahlstrom;  
 Money Pit, LLC and Waterbury Property Investors, LLC, property owners.

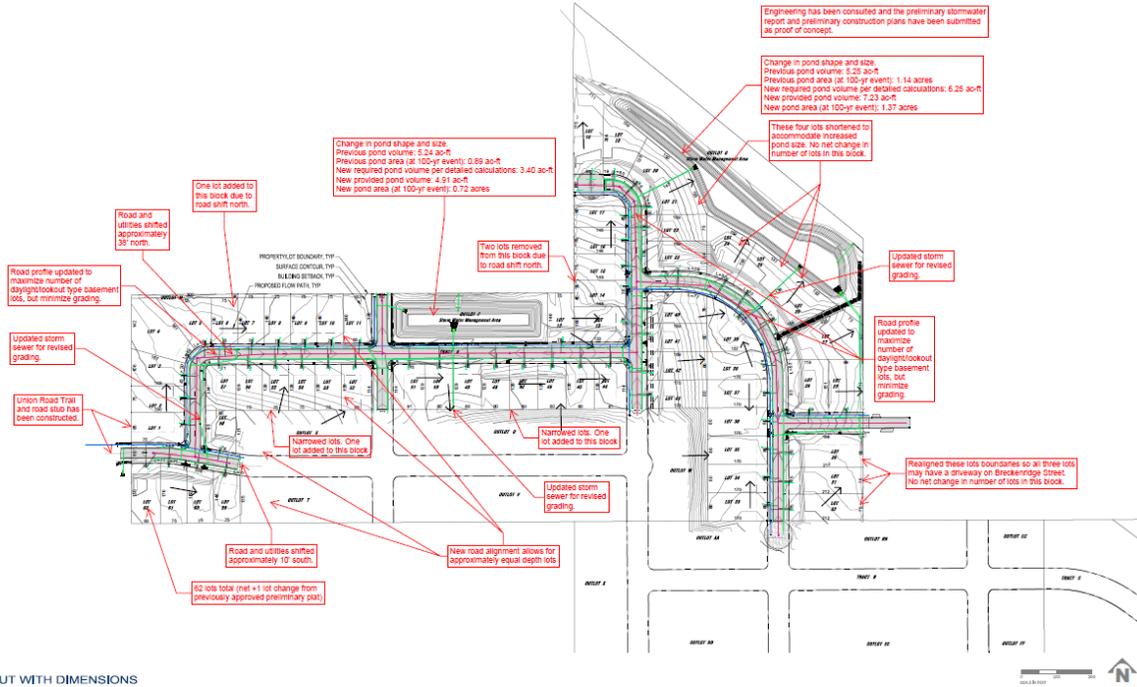
**LOCATION:** 120 acre parcel between Union Road and Waterbury Drive

**PROJECT #:** PP22-003 Minor Revision Preliminary Plat for West Fork Crossing

#### PROPOSAL

On November 15, 2021, the City Council approved PP21-003 West Fork Crossing. While refining the details of the plat in anticipation of the first phase of development, the developer realized that it would be beneficial to create more uniform lots as some were deeper than necessary and some were too shallow. Making the lots more uniform will require a shift of the roads and will change the size and shape of the stormwater basins. It will also result in one additional lot in Phase I. While these are fairly minor adjustments to the plat, staff recommended that the applicant bring these changes forward for review and approval to insure that the final plat will be in substantial conformance to the preliminary plat. This staff report will primarily focus on those changes to the lot configurations and stormwater management. A full detail of the minor changes are also attached.





PHASE 1 LAYOUT WITH DIMENSIONS

**BACKGROUND:**

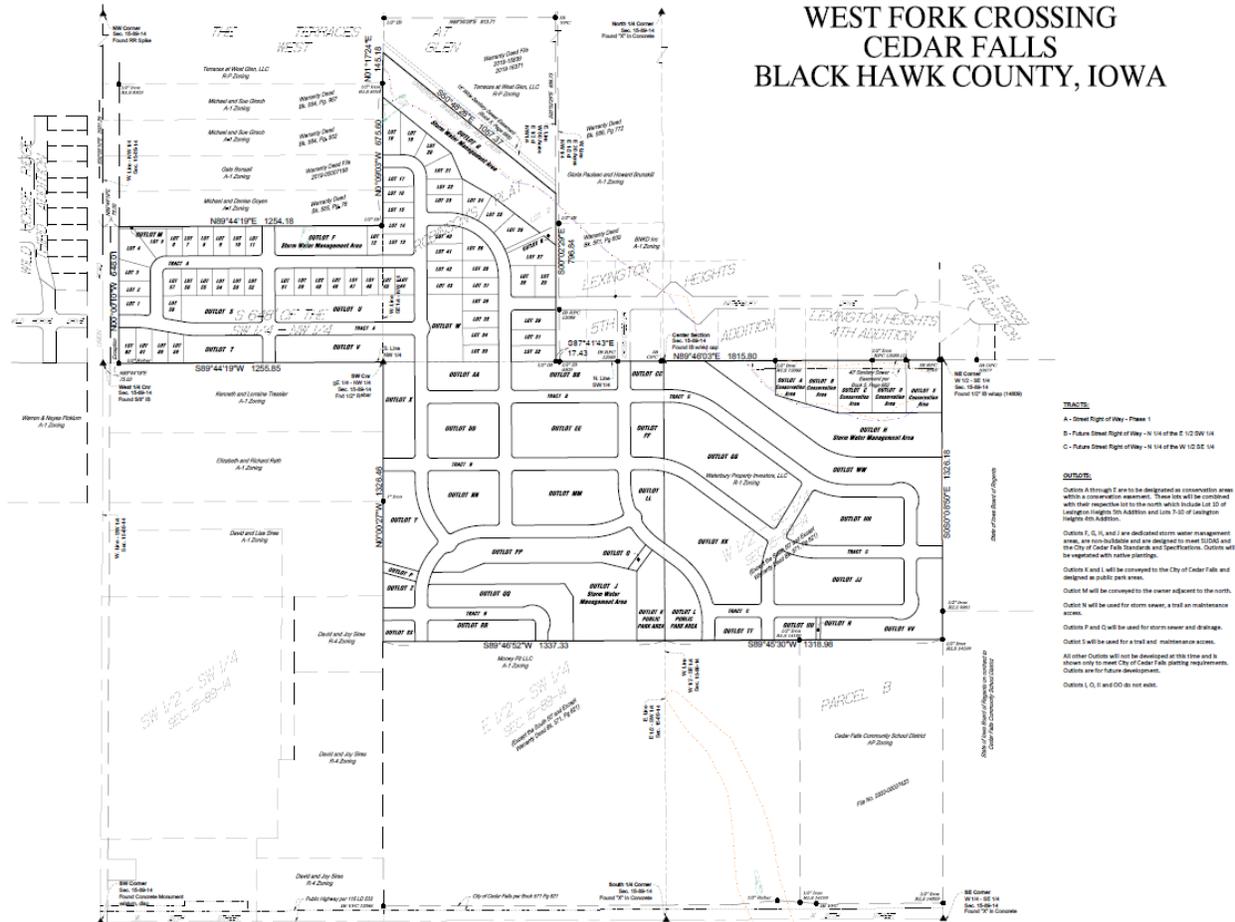
The approved preliminary subdivision plat for West Fork Crossings included 61 building lots and 29 outlots for future development on approximately 120 acres of land located north of W. 27<sup>th</sup> Street and east of Union Road near the site of the new Cedar Falls High School. The preliminary plat indicates the location of streets, trails, a neighborhood park, conservation areas, and stormwater management areas. Per the subdivision code regulations the applicant submitted a phasing plan, indicating that the subdivision will be final platted in six phases beginning with the northern 61 lots. The subdivision will be single-family residential development. The subject property is bordered by an R-1 zoned single-family subdivision (Lexington Heights) and an RP District (Terraces at West Glen) to the north. To the west of the site is a manufactured home development, zoned R-4 and several large single family lots. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located east and southeast of the subject property. The property is currently farmland.

Staff has reviewed the proposed revisions of preliminary plat approved last November (PP21-003) with regard to the new lot configurations, shift of the streets, and to ensure that the revised stormwater plans meet City code requirements. Other than those changes noted on the applicant’s drawing, all other aspects of the approved preliminary plat remain the same, including but not limited to, the phasing, parks and trails, and street connections. All conditions approved by City Council with the original preliminary plat will still apply.

# ANALYSIS

## Lot Configurations:

### PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS BLACK HAWK COUNTY, IOWA



The 62 building lots shown on the northern part of the subdivision are intended to be developed as the First Addition. As mentioned above, the applicant proposes the remaining phases to be broken down into outlots that will be reviewed in future preliminary plats prior to any final plats for the Second through the Sixth Additions.

The applicant proposes the West Fork Crossing First Addition to consist of 62 residential lots to be between 23,000 to 9,000 square feet in size. Each lot is at least 70 feet wide as measured from the front setback. Minimum principal building setbacks within the R-1 Zoning District are as follows: 30-foot front yard, 30-foot rear yard, and a side yard of 10% of the lot width. All 62 of the proposed buildable lots meet these standards. Lot 39 is the only odd-shaped lot within the First Addition, so the setbacks are delineated on the lot.

Tracts A, B, and C designate the area where streets will be constructed and dedicated to the City once the improvements are approved by the City. Tract A will be dedicated for streets with the approval of the West Fork Crossing First Addition final plat.

A wetland, the University Branch of Dry Run Creek, and the floodplain are found on Outlot G. Outlot F also contains a small wetland. The wetlands located in Outlot F are likely to be disturbed during construction of the stormwater facility proposed in this

location. Therefore, the applicant proposes to mitigate for this wetland F by purchasing wetland credits. The other small wetland in Outlot G and Lot 18 will not be disturbed. No development is proposed within the 100 and 500 year floodplain. A stormwater management area will be located outside the floodplain. (See more on stormwater management in PP21-003 staff report.)

**Street Network within the Subdivision:**

The applicant proposes to amend the lot sizes so they are more uniform (see attached graphic provided by the applicant), which shifts Broomfield Drive north approximately 38 feet and Wild Horse Drive south about 10 feet. Other than these shifts, the applicant has not changed the overall design of the street network.

The street layout for West Fork Crossings illustrates the intended pattern of streets and blocks that form a modified grid. Staff finds that the proposed plan provides good connectivity throughout the development and stubs the streets to the property boundary so that a similar street network can continue in adjacent properties. While some of the blocks exceed 600 feet in length, the general pattern is well designed and responds to the topography and environmental features of the site.

**Stormwater Management:**

The applicant proposes four outlots to be used for stormwater management areas: Outlot F, G, H, and J for the entire subdivision. The First Addition will consist of grading for Outlots F and G. The applicant has indicated that the grading for Outlot G will not encroach into the floodplain area. The applicant proposes to develop the stormwater management detention area on Outlot H during the Third Addition and the last stormwater detention area on Outlot J in Phase 5.

Stormwater easements are proposed throughout the preliminary plat to direct stormwater run-off to the four detention basins and similar easements will be proposed on future development outlots. These basins are designed to ensure that the water run-off from the new development is properly managed. According to the draft deed of dedication, the property owner will deed the stormwater management areas to the homeowners association to maintain as well as dedicate easements to the City. The City Engineer's office has reviewed the revised stormwater report and finds it acceptable.

**Process:**

Approval of a revised preliminary plat will allow the developer to proceed with the construction and installation of all required public infrastructure such as streets, sewers, and other utilities for the First Addition of West Fork Crossing. Final platting must follow the phasing plan as attached. No lot sales or new home construction can begin until a final plat is approved by the City Council. A final plat cannot be approved until infrastructure construction plans (streets, utilities, grading, etc.) are approved by the City Engineering Division and the infrastructure built and accepted by the City or a performance bond established. Further preliminary plat approvals are required for the outlots that are designated for future development prior to the submittal of construction drawings and/or final plat.

### TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the revised preliminary plat for the West Fork Crossing Development. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized water system from the existing 12" water mains on the west side of Union Road and the west end of Waterbury Drive. Included in the installation are valves, fire hydrants, and water service stubs for the new lots. Water main sizing and fire hydrant and valve placement locations will need to be modified. This will be done as a part of the construction plan review. The developer will need to make refundable investments for the installation of the electric and gas utilities to and throughout the addition. For a ten-year period after the installation, CFU will refund a portion of the refundable investments based upon the number of new service connections to the electric and gas distribution systems. There is no interest paid on the refundable investments and the total refunds will not exceed the original investment amounts. CFU will install the communication utility fiber system to serve the addition.

#### **Sewer:**

Sanitary sewer is available and will be connected from the Cherrywood Interceptor located along the northern boundary of the property. This sewer is located along the northern boundary of the property within the floodplain of Dry Run Creek. Staff finds that the proposed revisions will not affect the sanitary sewer as originally proposed. The service to the north will be adequate to serve West Fork Crossing. This sanitary sewer is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is \$294.63 per acre of development. This fee is paid by the developer at the time of final platting.

The City is also in the process of expanding sewer along W. 27<sup>th</sup> Street to serve the high school and new development along that area. Once the project is completed, staff anticipates that a new sewer tapping fee district will be created which may affect the Third Addition final plat tapping fee.

#### **Neighbor Notice:**

A courtesy notice to nearby property owners was mailed on May 17, 2022. No public comments were received.

### RECOMMENDATION

Planning and Zoning Commission recommends the approval of PP22-003, a revised preliminary plat for West Fork Crossings, subject to the following conditions pulled from PP21-003:

1. The applicant shall provide a temporary construction access road to 27th Street for the construction of the Third Addition.
2. The applicant shall provide a street connection to 27th Street prior to the development of the Fourth Addition.
3. For all phases, the applicant shall route the construction traffic from Union Road and W. 27th Street (not through the existing neighborhoods to the northeast).
4. Cost-share on Union Road trail equivalent to cost of a 5-foot sidewalk in this location to be paid at final plat.

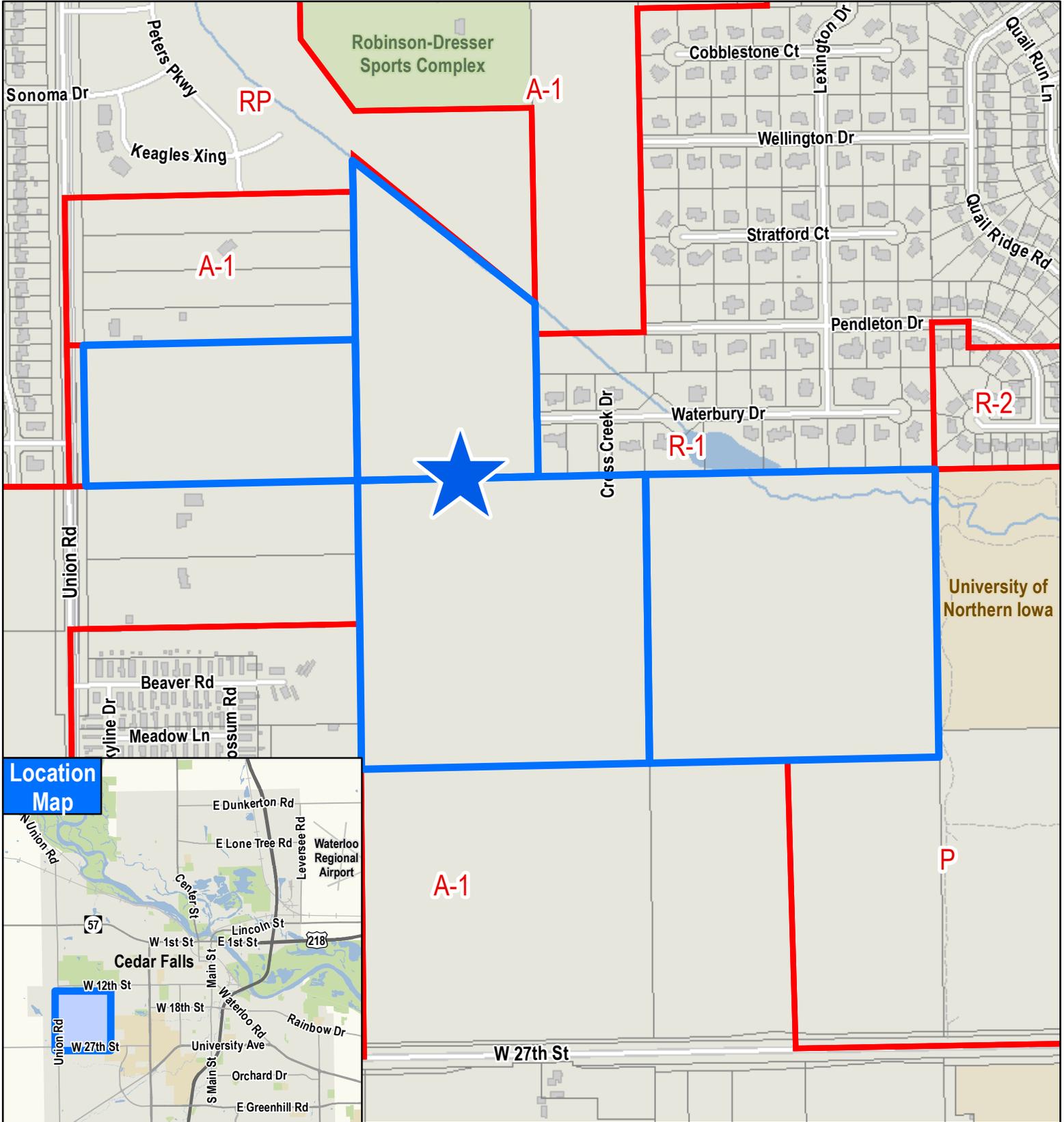
PLANNING AND ZONING

Discussion      The Commission then considered the final plat for Revision to West Fork  
5/25/22          Crossing Preliminary Plat. Chair Leeper introduced the item and Ms. Pezley  
provided background information. She explained the revisions proposed with  
shifting Wild Horse Drive south and Broomfield Drive north that will create  
more uniform lots. The changes also affect the stormwater basins. The  
applicant revised the Stormwater Report, which Engineering found meets the  
City's requirements. Ms. Pezley states that these are minor adjustments to  
the plat; staff recommended that the applicant bring these changes forward  
for review and approval to insure that the final plat will be in substantial  
conformance to the preliminary plat. Staff recommends approval of the plat  
with any comments or direction from the Planning and Zoning Commission  
move the decision to the June 8<sup>th</sup> meeting or the Commission has the option  
to gather information and condition the approve with the four conditions that  
were carried over from PP21-003.

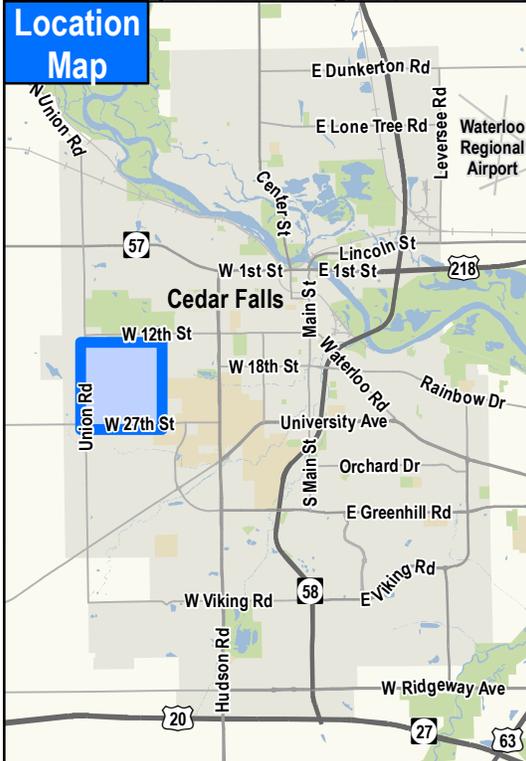
Ms. Saul made a motion to recommend approval to City Council. Mr. Larson  
seconded the motion. Mr. Larson pointed out that traffic from the high school  
could be a factor for this subdivision in the future. The motion was approved  
unanimously with 8 ayes (Crisman, Grybovych, Holst, Larson, Leeper,  
Lynch, and Saul), and 0 nays

# Cedar Falls Planning and Zoning Commission May 25, 2022

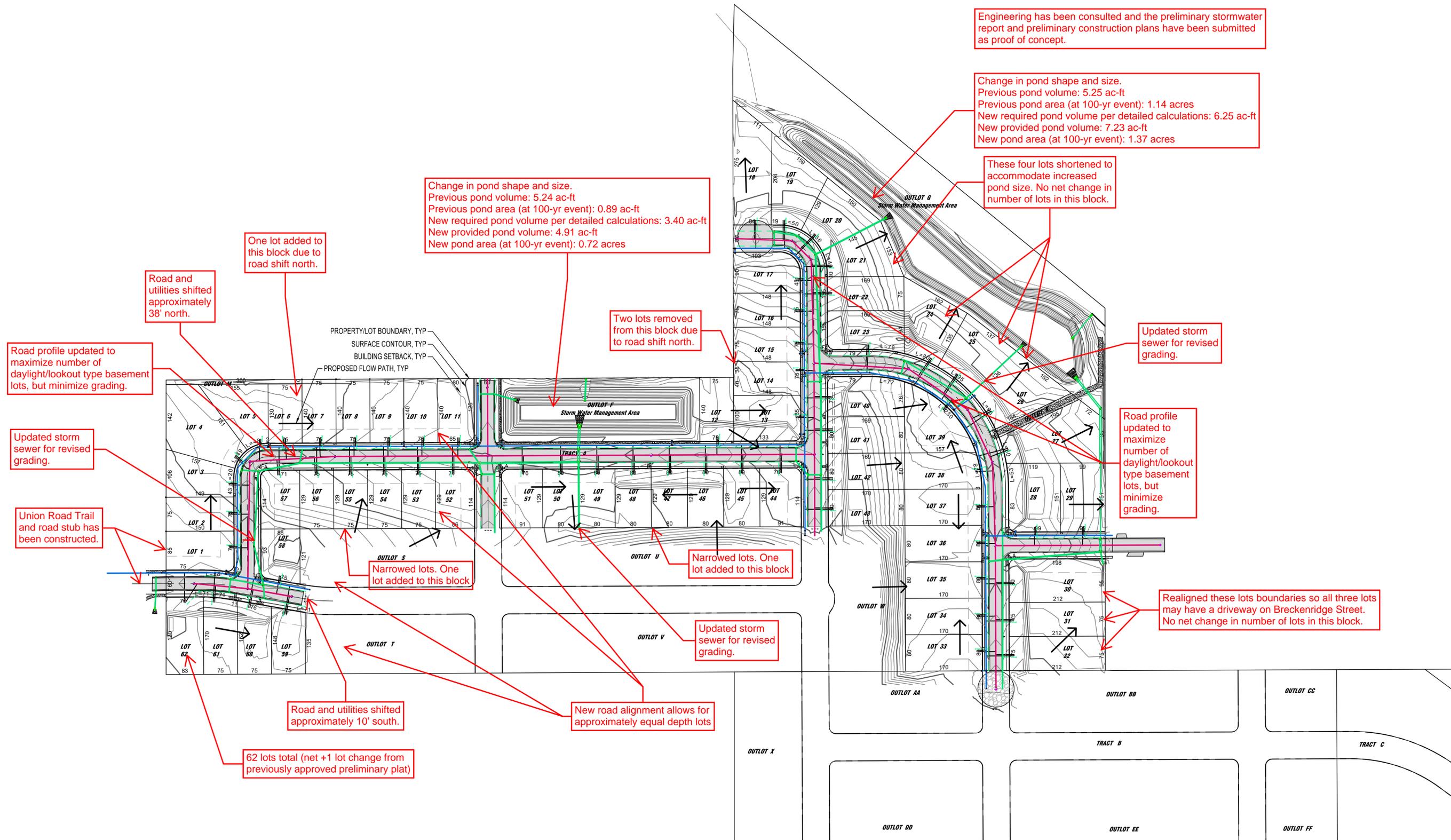
Item 22.



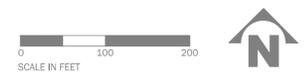
### Location Map



**(PP21-003) Preliminary Plat for  
West Fork Crossing  
North of W 27th St and East of Union**



PHASE 1 LAYOUT WITH DIMENSIONS



# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SEAL



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 AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RYAN R. REMLING

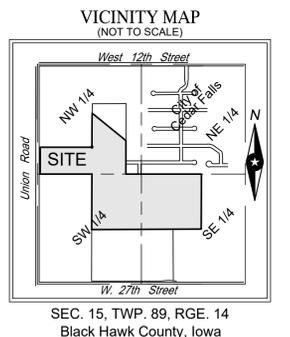
PRINTED SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SIGNATURE DATE \_\_\_\_\_

My license renewal date is 12/31/2027

REGISTRATION EXPIRES \_\_\_\_\_ DATE ISSUED \_\_\_\_\_

SHEETS COVERED BY THIS SEAL 9



### EXISTING LEGAL DESCRIPTION:

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

The South Half of the East Half of the Southwest Quarter of Section 15, Township 89 North, Range 14 West.

AND FURTHER ACCEPTING

The South Half of the West Half of the Southeast Quarter of Section 15, Township 89 North, Range 14 West.

AND FURTHER ACCEPTING

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2020-00007423.

AND FURTHER ACCEPTING

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

Total area to be platted - 120.88 Acres

### DEVELOPERS:

Echo Development  
Brent Dahlstrom  
604 Clay Street  
Cedar Falls, IA 50613

### SURVEYOR and ENGINEER:

ISG  
314 East 4th Street  
Waterloo, IA 50703  
(319) 234-1515

### OWNERS:

Money Pit, LLC  
P.O. Box 128  
Cedar Falls, IA 50613

Terraces @Waterbury Property Investors, LLC  
604 Clay Street  
Cedar Falls, IA 50613

### EXISTING PROPERTY:

ZONED: R-1 (1 & 2 Unit Residential)

### Building Setback:

Front - 30 feet  
Side - 10% - 20% of lot width  
Rear - 30 feet

### BEARING NOTE:

Orientation of this bearing system is based on IaRCS (Zone 5 - Waterloo).

### NOTES:

- West Fork Crossing will be graded to allow for residential construction with the proposed grading primarily following existing topographic features currently present on site.
- Public Street Right-of-Way width will be 60.00 feet.
- A 6' Bike trail is proposed as shown in the development that connects the future 10' bike trails along Union Road and West 27th Street.
- 4' wide sidewalks will be constructed along sides of public streets where the City's bike trail system is not located.
- A 10' Wide Utility Easement will be provided adjacent to all Street Right-of-Way.
- West Fork Crossing First Addition will connect 12" DIP water main along Union Road, and Waterbury Road in Lexington Heights as well as connecting to the north to Robinson Dresser Park. A 12" DIP water main will also be present along the proposed Peters Parkway to connect to Terraces at West Glen in the future. An 8" diameter water main will be present in the other applicable streets, unless a larger water main is required, to be determined during the development of construction plans.
- Storm sewer is generally designed for 10 year storm flows.
- Sanitary sewer will be 8" diameter through the development and comply with SUDAS and the City of Cedar Falls Standards and Specifications.
- Water service and sanitary sewer service will be stubbed to the back of the utility easement line for each residential unit.
- Gas main is generally located 8' behind curb, opposite side of street from water main. Location shall be coordinated with local utility provider.
- Underground electric and communication lines shall be generally located within 10' utility easements. Location shall be coordinated with local utility provider.
- Streets to be 31' back of curb to back of curb, Portland cement concrete, with a minimum 12" thick crushed stone base and sub drain tile on both sides of street system, connecting to storm sewer.
- Existing site features can be found on sheets 3-7.
- Future street improvements can be found on sheets 3-7.
- Proposed street improvements and proposed contours can be found on sheets 3-7.
- Proposed utilities for phase 1 are shown in color and can be found on sheets 3-7. Future utilities outside of phase 1 are preliminary and not finalized.
- Proposed easements and building setbacks can be found on sheets 3-7.
- Proposed lot corners located at street intersections have a 15' radius unless otherwise noted.
- Proposed Street Right of Way and future traffic calming circles are shown for future development.
- Existing flood hazard boundary lines are shown per FEMA map 19013C0163F dated July 18, 2011.
- Non-regulated wetlands are shown per ISG's wetland delineation from June 3, 2019. Wetland mitigation will be achieved via the purchase of wetland credits or by an alternative method approved by the City of Cedar Falls in the event no wetland credits are available.
- Approximate low structure opening (LSO) elevations are shown on sheet 8.

### TRACTS:

- A - Street Right of Way - Phase 1
- B - Future Street Right of Way - N 1/4 of the E 1/2 SW 1/4
- C - Future Street Right of Way - N 1/4 of the W 1/2 SE 1/4

### OUTLOTS:

- Outlots A through E are to be designated as conservation areas within a conservation easement. These lots will be combined with their respective lot to the north which include Lot 10 of Lexington Heights 5th Addition and Lots 7-10 of Lexington Heights 4th Addition.
- Outlots F, G, H, and J are dedicated storm water management areas, are non-buildable and are designed to meet SUDAS and the City of Cedar Falls Standards and Specifications. Outlots will be vegetated with native plantings.
- Outlots K and L will be conveyed to the City of Cedar Falls and designed as public park areas.
- Outlot M will be conveyed to the owner adjacent to the north.
- Outlot N will be used for storm sewer, a trail and maintenance access.
- Outlots P and Q will be used for storm sewer and drainage.
- Outlot S will be used for a trail and maintenance access.
- All other Outlots will not be developed at this time and is shown only to meet City of Cedar Falls platting requirements. Outlots are for future development.
- Outlots I, O, II and OO do not exist.

Lot Frontage at Building Setback for Irregular Shaped Lots	
Lot Number	Chord Distance (ft.)
3	71.4
4	70.0
5	68.0
24	94.7
25	104.2
26	104.2
27	72.6
39	81.5
40	58.3

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### PROJECT

## WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
4-25-22	City Submittal	JMW
5-16-22	Revisions to City Submittal	JMW

PROJECT NO.	19-22603
FILE NAME	X-22603-PRO-LOT-S
DRAWN BY	JW
DESIGNED BY	TV
REVIEWED BY	DS/RR
ORIGINAL ISSUE DATE	5/10/21
CLIENT PROJECT NO.	

# PRELIMINARY PLAT

SHEET **1** OF 8

### LEGEND

---<---	Existing Sanitary Sewer Line	---G---	Underground Gas Line	◆	Benchmark	⊗	Curb Stop
---<---	Proposed Sanitary Sewer Line	---UE---	Underground Electric Line	○	Drop Intake	⊗	Manhole/Catch Basin
---<---	Future Sanitary Sewer Line	---UTL---	Underground Utility Line	⊗ <sup>GGV</sup>	Gas Valve	⊗	Sign
---<<---	Existing Storm Sewer Line	---FBO---	Underground Fiber Optic Line	●	Iron Monument Found	⊗	Post
---<<---	Proposed Storm Sewer Line	---OHL---	Overhead Utility Line	▲	Section Corner Found	⊗	Deciduous Tree
---<---	Future Storm Sewer Line	---	Landscaping Edge	⊗	Transformer	⊗	Coniferous Tree
--- ---	Existing Water Line	---W---	Water's Edge	☀	Light Pole	⊗	Bush
--- ---	Proposed 8" Water Line	---WET---	Wetland Line	⊗	Utility Pedestal	⊗	Stump
--- ---	Proposed 12" Water Line	---	Treeline	⊗	Utility Pole/Guy Wire	⊗	Mailbox
--- ---	Future Water Line	---X---	Fence	⊗	Water Valve	⊗	
---	Proposed Building Setback Line	---	100 Year Floodplain Line	⊗	Hydrant		
		---	500 Year Floodplain Line				



# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

## WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

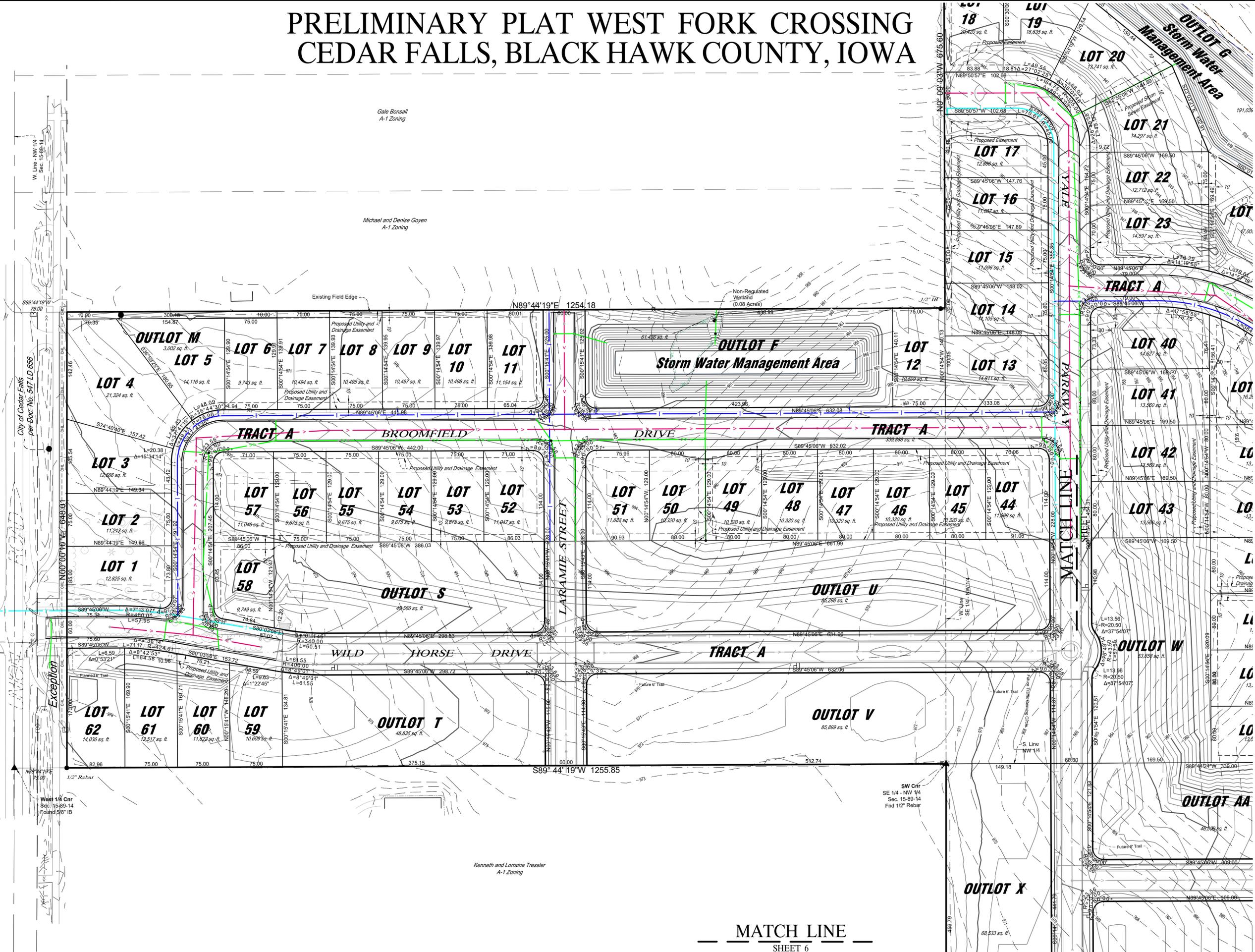
PROJECT NO. 19-22603  
 FILE NAME 22603 PPLAT  
 DRAWN BY JW  
 DESIGNED BY TV  
 REVIEWED BY DS  
 ORIGINAL ISSUE DATE 5-10-21  
 CLIENT PROJECT NO. -

TITLE

## PRELIMINARY PLAT

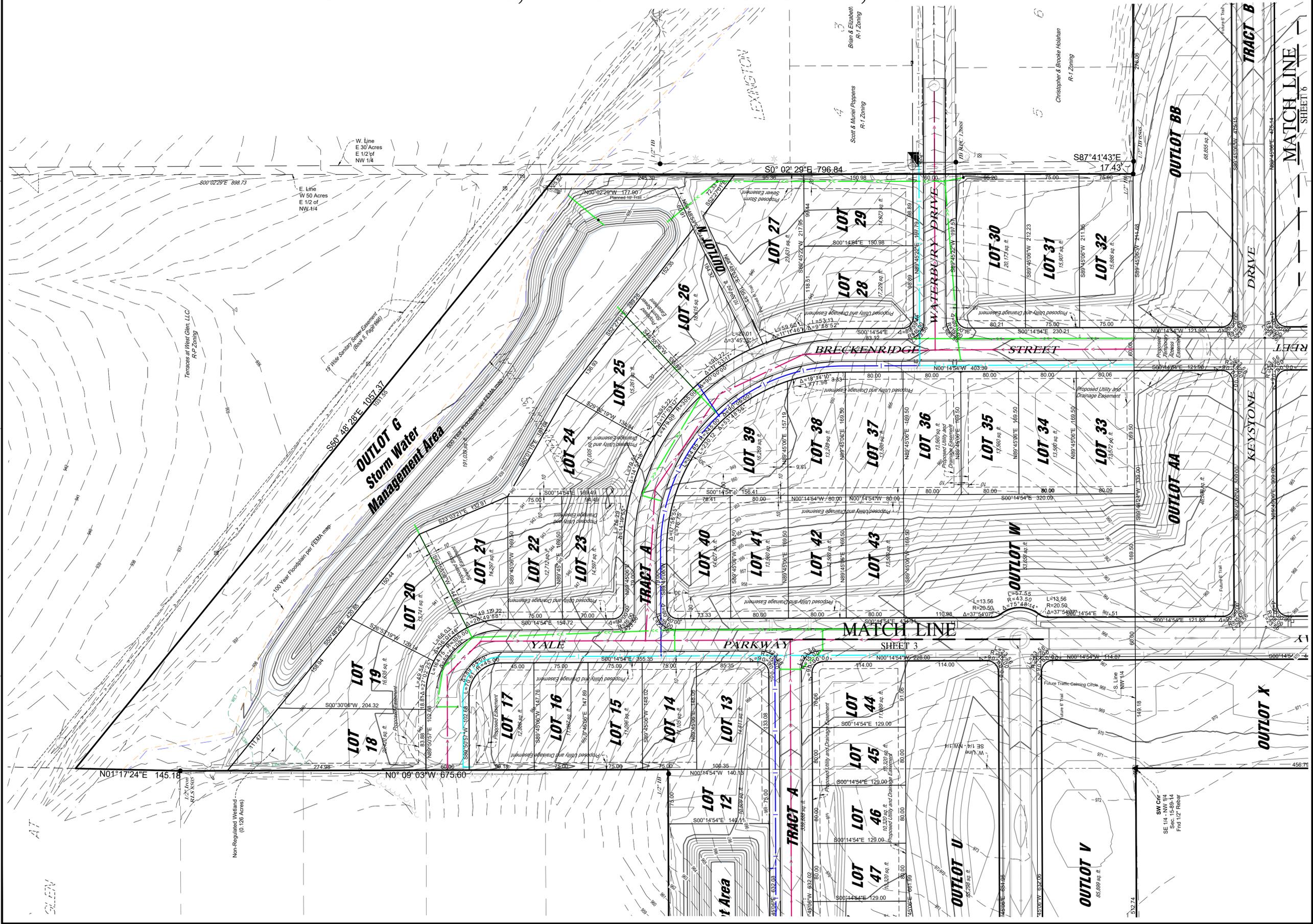
SHEET

# 3

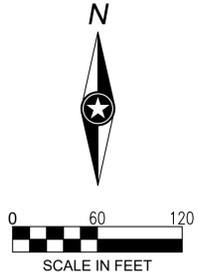
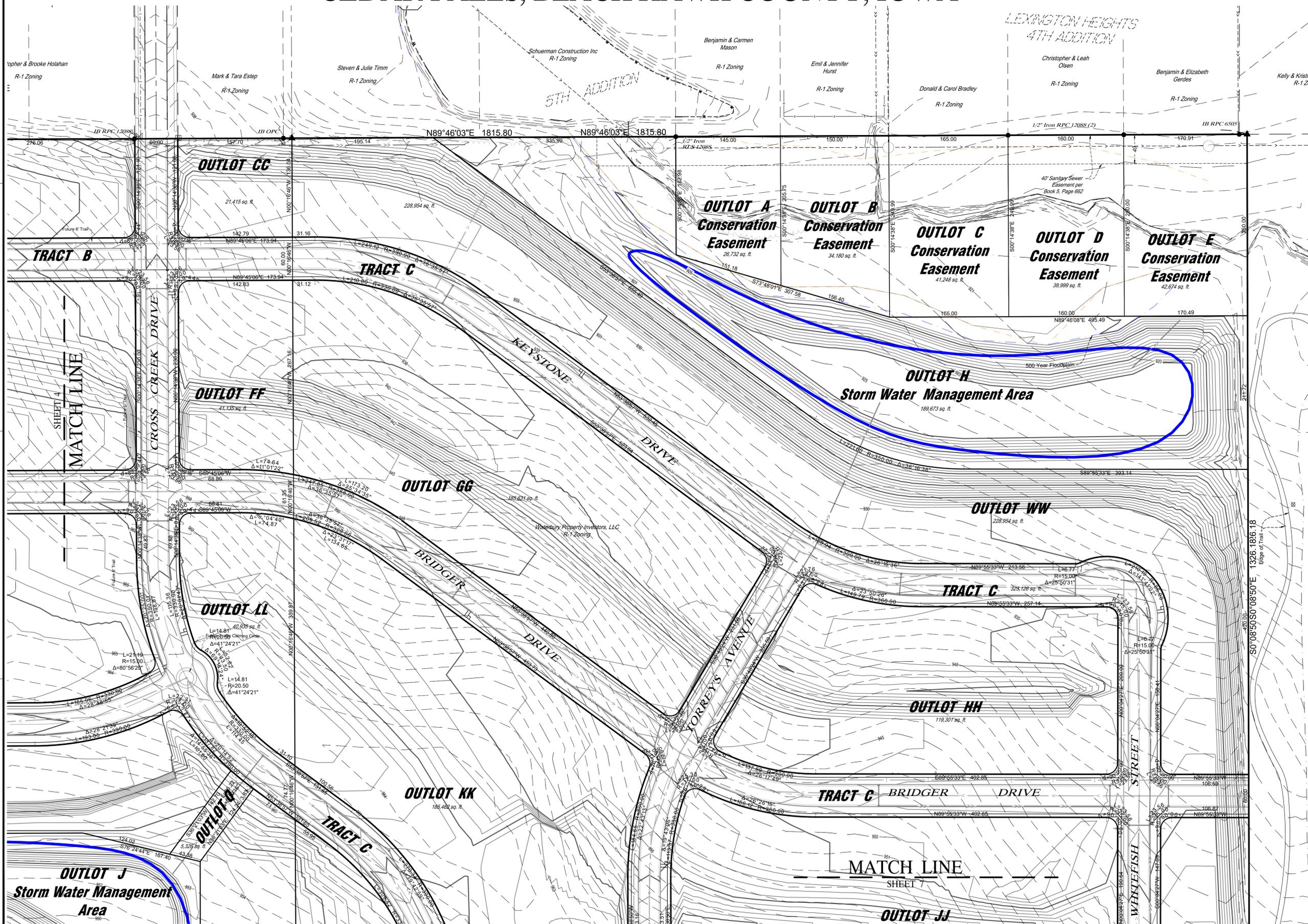


MATCH LINE  
 SHEET 6

# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



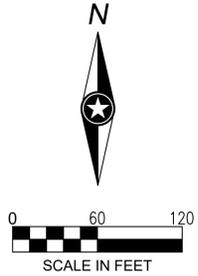
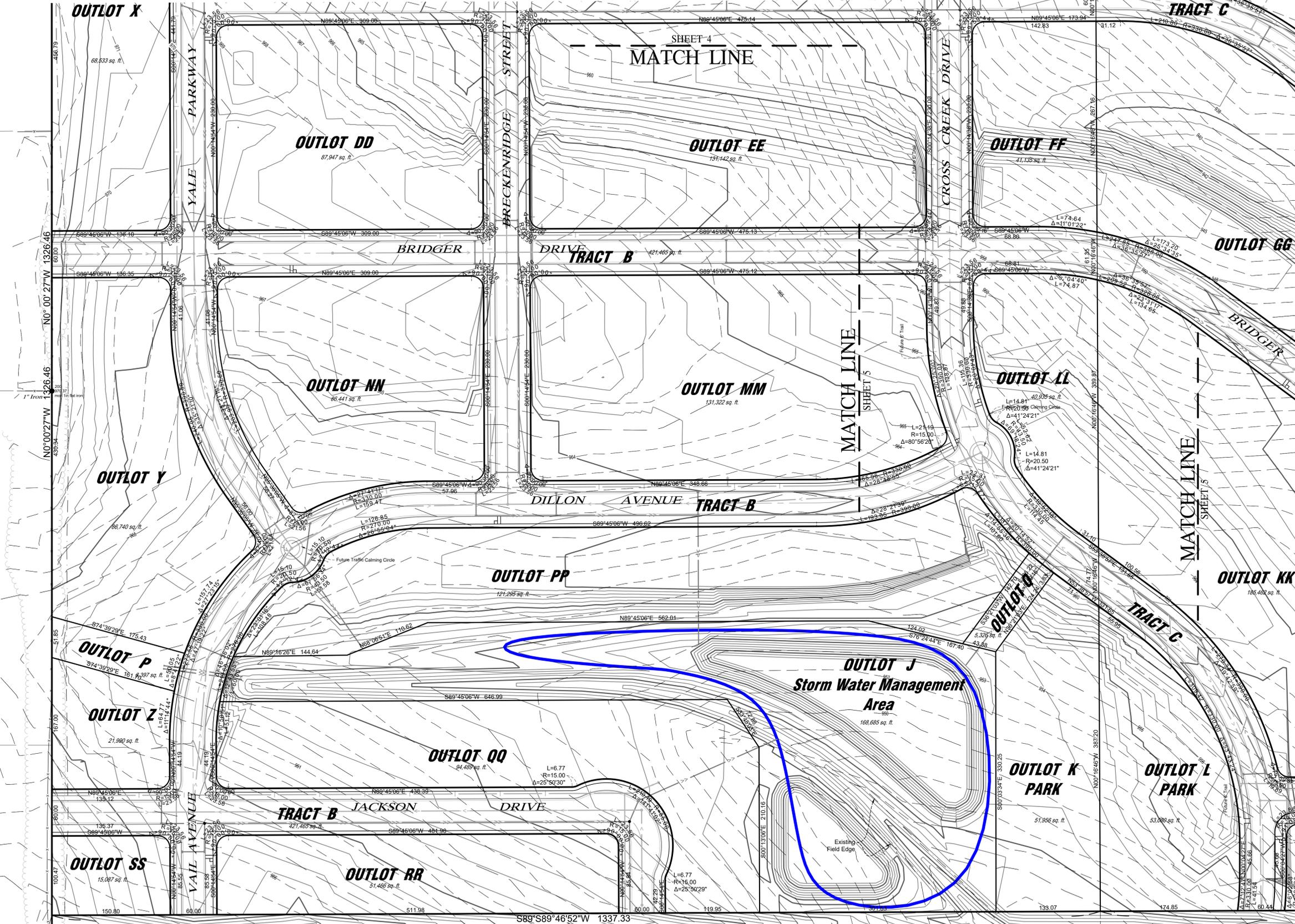
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PROJECT		
<b>WEST FORK CROSSING</b>		
CEDAR FALLS		IOWA
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22603
FILE NAME	22603 PPLAT
DRAWN BY	JW
DESIGNED BY	TV
REVIEWED BY	DS
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CLIENT PROJECT NO.	

TITLE  
**PRELIMINARY PLAT**

# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

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CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

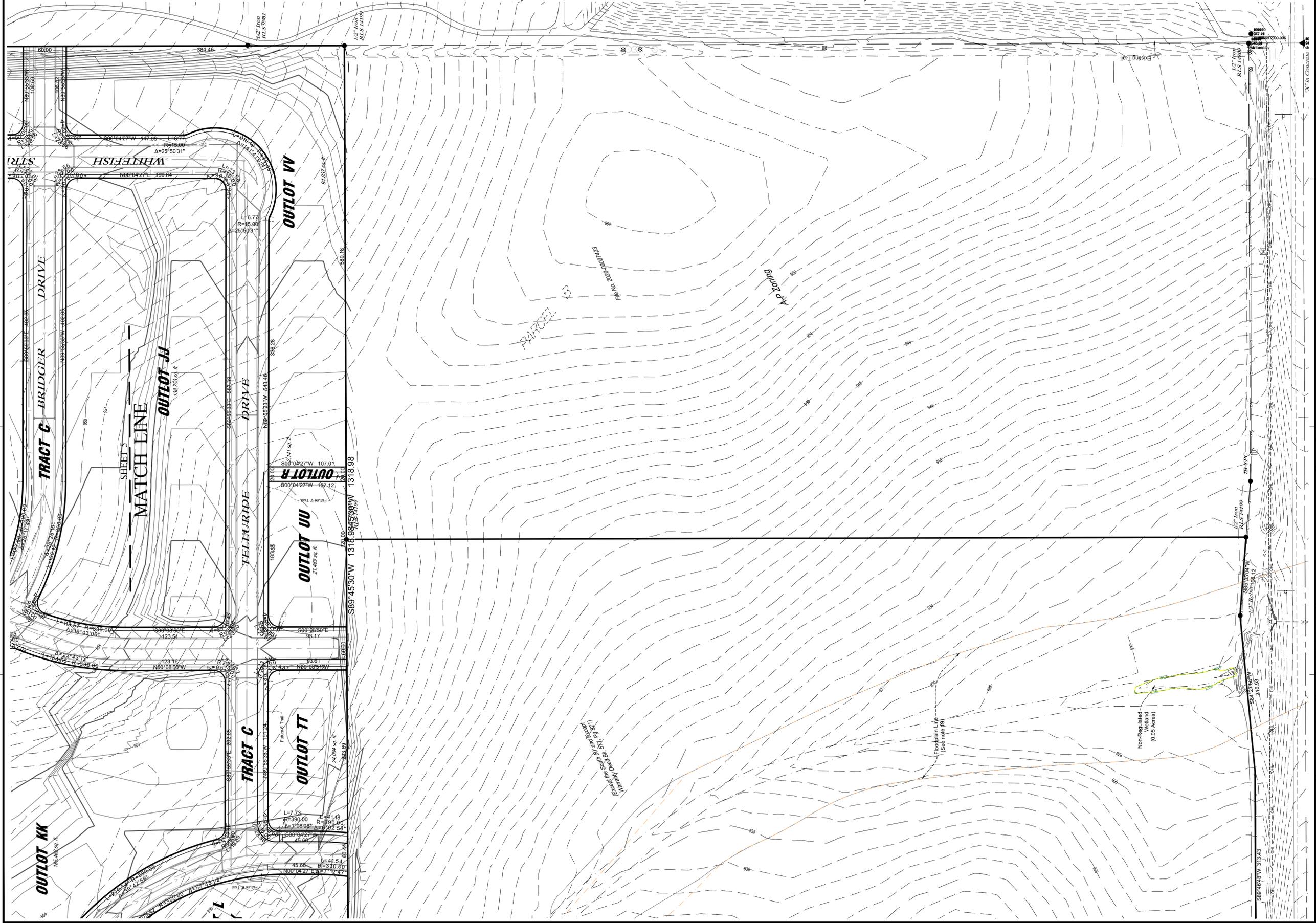
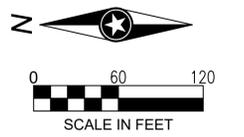
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### TITLE

## PRELIMINARY PLAT

SHEET  
**6**  
OF 8

# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

## WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

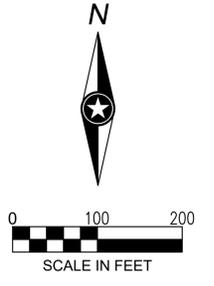
PROJECT NO.	19-22603
FILE NAME	22603 PPLAT
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REVIEWED BY	DS
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TITLE

## PRELIMINARY PLAT

SHEET

# PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

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CEDAR FALLS IOWA

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TITLE  
**PRELIMINARY PLAT**

SHEET  
**8** OF 8


**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:** Mayor Robert M. Green and City Council  
**FROM:** Jennifer Pickar  
**DATE:** May 31, 2022  
**SUBJECT:** COMMUNITY BETTERMENT GRANT AGREEMENTS FOR FY23

Mayor and Council, please approve and sign the attached agreements for FY23 Community Betterment Grants.

Organization	Project	Amount
Cedar Falls Historical Society	Roof repair at Behrens Rapp Station	\$6,500
Cedar Valley Soccer Club	Mission (Inclusive) Playground	\$5,750
College Hill Partnership	Seating for Pettersen Plaza	\$2,250
Grow Cedar Valley	Mural for Main Street Underpass	\$4,500
Volunteer Center of the Cedar Valley	Partners in volunteerism program	\$2,000
Waterloo-Cedar Falls Symphony	Evolution of African American Music Residency	\$3,000
<b>TOTAL</b>		<b>\$24,000</b>

I will be happy to return a copy of the signed agreements to each of the agencies.

Thank you.

Cc: Stephanie Houk Sheetz

**FY2023 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
CEDAR FALLS HISTORICAL SOCIETY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), 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 CFHS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the CFHS has proposed to the City its roof repair project whereby CFHS will use City funds to repair and maintain the roof of the Behrens-Rapp Station, in order to benefit the City of Cedar Falls; and

**WHEREAS**, CFHS's project is explained in CFHS's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFHS and the City; and

**WHEREAS**, the CFHS 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 CFHS 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 CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFHS 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, CFHS 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 CFHS by the City, the CFHS shall use the funds to repair and replace the roof of the Behrens-Rapp Station. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFHS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$6,500.00 in order to support implementation of the 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.** The CFHS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFHS'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 shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS 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 CFHS 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 Cedar Falls Historical Society 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.** CFHS 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, 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 (2017), 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 (2017).

14. **Legal Expenses.** The CFHS 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 CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the 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 CFHS'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.

Cedar Falls Historical Society

By: Carrie Elderts

City of Cedar Falls, Iowa

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

ATTEST:

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

**FY2023 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
CEDAR VALLEY SOCCER CLUB**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Cedar Valley Soccer Club (hereinafter "CVSC"), 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 CVSC is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the CVSC has proposed to the City its playground project whereby CVSC will use City funds to build an inclusive playground at the Cedar Valley Soccer Complex, in order to benefit the City of Cedar Falls; and

**WHEREAS**, CVSC's project is explained in CVSC's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CVSC and the City; and

**WHEREAS**, the CVSC 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 CVSC 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 CVSC shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CVSC 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, CVSC 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 CVSC by the City, the CVSC shall use the funds to build an inclusive playground at the Cedar Valley Soccer Complex. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CVSC agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,750.00 in order to support implementation of the 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.** The CVSC shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CVSC'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 shall be submitted by CVSC to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** CVSC agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CVSC does not use funds for the intended purpose(s) or in the event CVSC 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 CVSC 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 Cedar Valley Soccer Club 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.** CVSC 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, 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 (2017), 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 (2017).

14. **Legal Expenses.** The CVSC 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 CVSC's performance, or the performance of CVSC's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CVSC.

15. **Terms of Agreement Control Over the 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 CVSC'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.

Cedar Valley Soccer Club

By:  dotloop verified  
03/22/22 9:46 AM CDT  
MFQ0-5EHX-90IG-OZQO  
CVSC Board President

City of Cedar Falls, Iowa

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

ATTEST:

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

**FY2023 COMMUNITY BETTERMENT 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**, the 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 plaza project whereby CHP will use City funds to purchase tables for Pettersen Plaza, in order to benefit the City of Cedar Falls; and

**WHEREAS**, CHP's project is explained in CHP's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CHP and the City; and

**WHEREAS**, the 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;
- 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 use the funds to purchase tables for Pettersen Plaza. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,250.00 in order to support implementation of the 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.** 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 shall be submitted by CHP to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** CHP agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

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.** 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, 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 (2017), 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 (2017).

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 the 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,



**FY2023 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
GROW CEDAR VALLEY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between 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**, the GCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the GCV has proposed to the City its mural project whereby GCV will use City funds to support artist fees and materials to produce an underpass mural, in order to benefit the City of Cedar Falls; and

**WHEREAS**, GCV's project is explained in GCV's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the GCV and the City; and

**WHEREAS**, the 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.** The 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. The GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The 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, the GCV shall use the funds to support artist fees and materials for an underpass mural in Cedar Falls. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The GCV agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,500.00 in order to support implementation of the 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.** The 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 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCV to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** GCV agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **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 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 GCV 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, Grow Cedar Valley 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.** 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.

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, 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 (2017), 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 (2017).

14. **Legal Expenses.** The 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.

15. **Terms of Agreement Control Over the 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 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.

Grow Cedar Valley

By:   
Danny Lundrick

City of Cedar Falls, Iowa

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

ATTEST:

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

**FY2023 COMMUNITY BETTERMENT GRANT**  
**AGREEMENT IN SUPPORT**  
**OF THE**  
**VOLUNTEER CENTER OF CEDAR VALLEY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Volunteer Center of Cedar Valley (hereinafter "VCCV"), 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 VCCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the VCCV has proposed to the City its Employee Volunteer program whereby VCCV will use City funds to plan and manage efforts to motivate and enable employees to serve community needs, in order to benefit the City of Cedar Falls; and

**WHEREAS**, VCCV's project is explained in VCCV's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the VCCV and the City; and

**WHEREAS**, the VCCV 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 VCCV 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 VCCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The VCCV 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, VCCV 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 VCCV by the City, the VCCV shall use the funds to plan and manage efforts to motivate and enable employees to serve community needs. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The VCCV agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,000.00 in order to support implementation of the 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.** The VCCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining VCCV'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 shall be submitted by VCCV to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** VCCV agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event VCCV does not use funds for the intended purpose(s) or in the event VCCV 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 VCCV 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 Volunteer Center of Cedar Valley 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.** VCCV 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, 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 (2017), 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 (2017).

14. **Legal Expenses.** The VCCV 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 VCCV's performance, or the performance of VCCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of VCCV.

15. **Terms of Agreement Control Over the 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 VCCV's



**FY2023 COMMUNITY BETTERMENT GRANT**

**AGREEMENT IN SUPPORT  
OF THE  
WATERLOO-CEDAR FALLS SYMPHONY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Waterloo-Cedar Falls Symphony (hereinafter "WCFS"), 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 WCFS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

**WHEREAS**, the WCFS has proposed to the City its Evolution of African American Music Residency whereby WCFS will use City funds to bring the history of African American Music in America to classrooms and concert halls, in order to benefit the City of Cedar Falls; and

**WHEREAS**, WCFS's project is explained in WCFS's application filed with the City; and

**WHEREAS**, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the WCFS and the City; and

**WHEREAS**, the WCFS 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 WCFS 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 WCFS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The WCFS 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, WCFS 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 WCFS by the City, the WCFS shall use the funds to bring the history of African American Music in America to classrooms and concert halls. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The WCFS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$3,000.00 in order to support implementation of the 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.** The WCFS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining WCFS'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 shall be submitted by WCFS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. 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.** WCFS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event WCFS does not use funds for the intended purpose(s) or in the event WCFS 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 WCFS 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 Waterloo-Cedar Falls Symphony 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.** WCFS 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, 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 (2017), 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 (2017).

14. **Legal Expenses.** The WCFS 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 WCFS's performance, or the performance of WCFS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of WCFS.

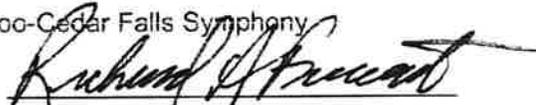
15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of WCFS's

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.

Waterloo-Cedar Falls Symphony  
By: 

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

ATTEST:

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



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Thom Weintraut, AICP, Planning III  
**DATE:** May 26, 2022  
**SUBJECT:** Master Plan Amendment Request: Pinnacle Prairie Business Center North, Parcel 'B', Lots 16, and 21-31 (Wild Rye Way)

**REQUEST:** To amend the Pinnacle Prairie Master Plan from Multi-Family and Mixed Use to Western Home.

**PETITIONER:** Western Home Communities

**LOCATION:** The north and south side of Wild Rye Way between Prairie Parkway and Bluebell Road

### PROPOSAL

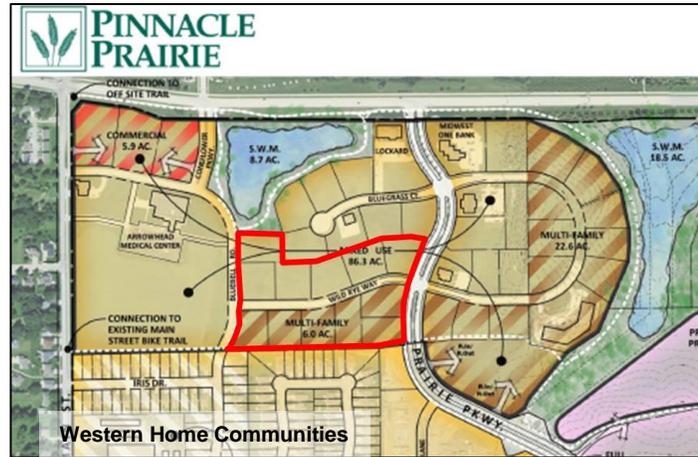
Western Homes Communities has requested to amend the Pinnacle Prairie Master Plan to allow the construction of 19 two-family dwellings on two lots. The applicant has submitted a concept plan for the area. The property is zoned MU Mixed Use Residential District which allows a wide range of residential use as well as "neighborhood commercial" types of uses, therefore a change to the underlying zoning will not be necessary. A request for a preliminary and final plat for the area will be coming forward to the Planning and Zoning Commission in the near future.

### BACKGROUND

In 2004, a Master Plan for Pinnacle Prairie was approved for approximately 620 acres. The subject property was part of an area of approximately 64 acres designated as mixed-use at the southeast corner of the intersection of S Main Street and Greenhill Road. The Mixed Use portion is outlined in black and the subject property in the amendment request is red (see right).



In 2015 the Master Plan was revised with the lots along the south side of Wild Rye Way designated as Multi-Family and the area north of Wild Rye Way as Mixed Use, which includes multi-family and townhome uses. The mixed use portion is outlined in black and the subject property in the amendment request is red (see right). This area was not changed in the recently approved update to the Master Plan in 2021.



### ANALYSIS

This area of development has had a mixed use land-use designation since 2004 and was amended in 2015 changing the lots south of Wild Rye Way to multi-family. The intent of mixed use is to provide a combination of neighborhood business uses to support a local residential population. Outside of the Fareway Market and Kwik-Star convenience store, most of the nonresidential development in the area has been office and medical uses. The area involved in the request has low visibility from Greenhill Road and limited visibility from Prairie Parkway, so it may have limited viability for commercial development. Residential development in the community is in high demand, so changing the master plan to allow for additional residential development will help to meet the need and additional residents will provide support for the neighborhood-serving uses already located in the area.

The current Master Plan does allow multiple unit development; however, the amendment to the plan would allow Western Home Communities to continue the development with a housing type that appeals to many in the community and has proven to meet the needs and desires of market. The proposal will provide a cohesive and seamless transition within the development.

### AMENDMENT TO THE PINNACLE PRAIRIE MASTER PLAN

In a larger MU District, such as Pinnacle Prairie, which encompasses more than 600 acres, build out takes years and portions of the master planned area may be sold to other developers, who will prepare detailed site plans for their portion of the development. Therefore, in practice, our expectation is that the master plan would address each of these elements generally, with the specific requirements met during subdivision review and site plan review for specific building sites once development is imminent.

Western Home Communities is proposing an amendment to the Pinnacle Prairie Master Plan to allow a multiple-dwelling condominium development of 19 units on two lots. The 2015 amendment to the master plan identified Western Home as a specific land use within the Pinnacle Prairie development. This area remained unchanged in the 2021 updated Master Plan (see attached). In 2016, the Pinnacle Prairie Design Guidelines incorporated guidelines for Western Home Community. The amendment to designate this area as “Western Home” will allow this development to use the guidelines that are in place for the Western Home property adjacent to the south.

There are a number of elements listed in the zoning code that are required to be addressed in the master plan. A majority of these have been addressed as part of the overall development; however, the following items should be examined specifically to this amendment:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (4) Architectural renderings of all sides of each building, including accessory structures.
- (5) Residential recreation or park areas.

The proposal consists of two lots on each side of Wild Rye Way, one on the north side of the street with ten two-family dwellings and one on the south side with nine two-family dwellings. As with their other residential areas, Western Home Communities plans to retain ownership of the land. The design and layout of the proposed dwellings will be similar to and complement the existing Western Home Community. All of the dwellings will have driveway access to Bluebell Road or Wild Rye Way, which have been constructed; however, there are four units which will have a private, shared driveway/access to Wild Rye Way in order to utilize the deeper lots originally platted for commercial development and to avoid individual driveway access to Prairie Parkway, a major street corridor. It should also be noted that driveways are placed at least 75 feet from the street intersections to provide for safer ingress and egress from these homes. The Coneflower Parkway Trail and the two sections of the Pinnacle Prairie Trail are adjacent to the proposed development, which provide good options for walking and biking for area residents.

The applicant has provided renderings of the proposed dwellings, which are similar to the product used in the Western Home Community. There are two models proposed, a plan with an extended garage and a plan with a three car garage (see next page).





Plan 1 (Three Stall Garage)



Existing Dwellings

The current land uses shown on the Master Plan are for multi-family and mixed use both of which would allow residential use. This area has limited visibility from both Green Hill Road and Prairie Parkway and may have limited viability for commercial uses. The demand for residential development in the community is high and the proposed housing type appeals to many in the community. The proposed land use change to Western Home would allow the new development to integrate into the existing community using the design guidelines established for the Western Home Community.

Technical Comments:

1. A preliminary and final plat will be required prior to any development within the planned area.
2. An amended Master Plan shall be provided before the public hearing at City Council.

PUBLIC NOTICE

City staff has sent letters to the surrounding property owners notifying them of the Master Plan Amendment.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the request to amend 12.39 acres in the Pinnacle Prairie Master Plan Business Center North Area along Wild Rye Way from Mixed Use and Multi-Family to Western Home Community land use.

PLANNING & ZONING COMMISSION

Introduction  
3/9/2022

Chair Leeper introduced the item and Mr. Weintraut presented information about the request. He explained that the proposal is to construct 19 two-family units on two lots and noted that there is no zoning change required. He provided information regarding the original master plan and the proposed uses at that time. He explained that there are not many commercial uses in the area and that commercial development would probably be a long way down the road. He discussed the proposed elevations and noted that staff recommends the discussion of the proposed amendments at this time and continuing to the next meeting.

Mr. Holst noted a conflict of interest on the item. Ms. Lynch noted that she also has a conflict of interest and will not be participating in the vote.

Ms. Saul felt like it was a good plan. As there was no further discussion, the item will be moved to the next meeting.

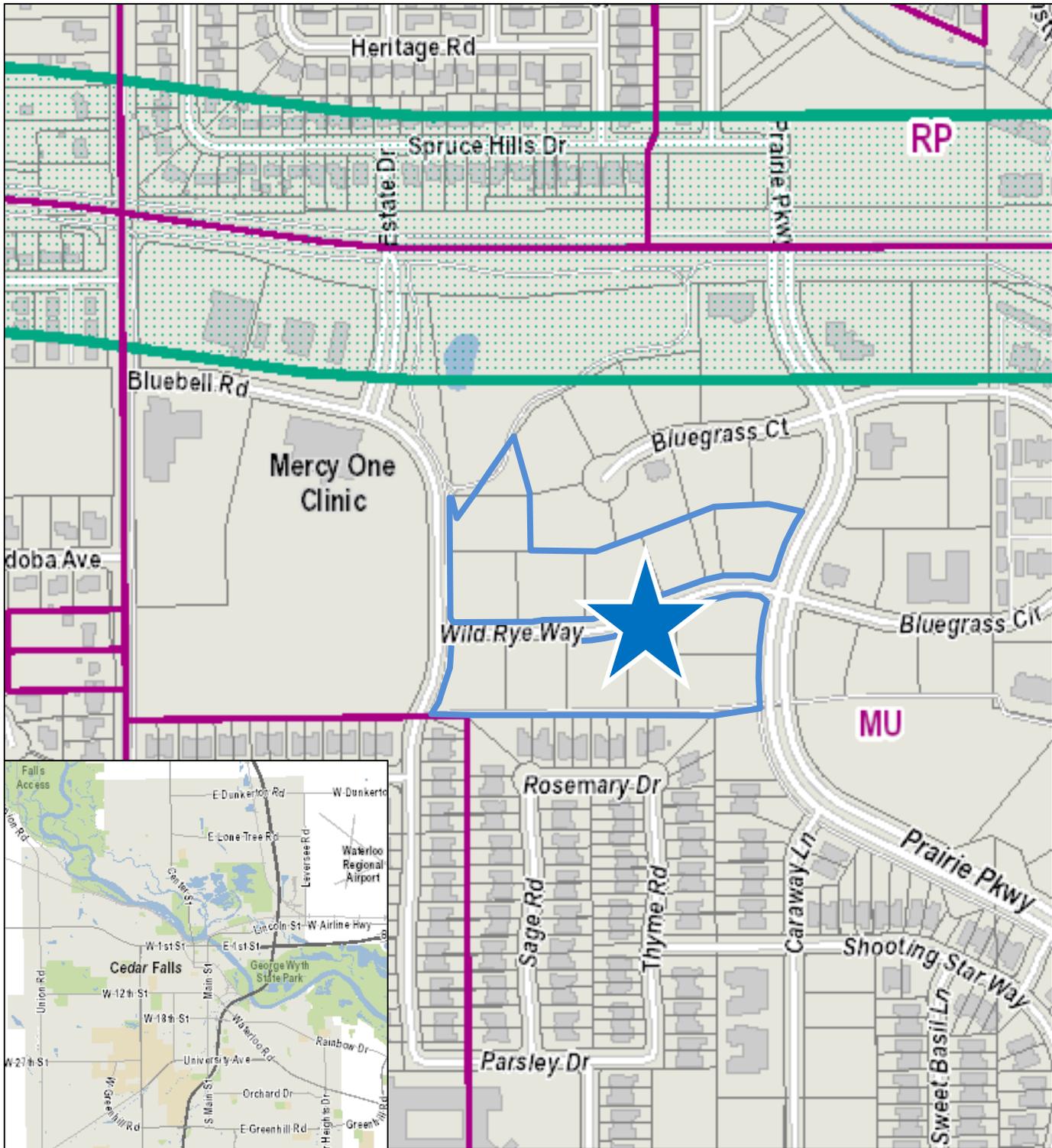
Discussion  
& Vote

Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that this item was discussed at the previous Planning and Zoning meeting. It is requested to amend the 2021 Pinnacle Prairie Master Plan land use from multi-family and mixed use to Western Home. They are proposing to build 19 two-family units on two lots on the north and south side of Wild Rye Way. He provided a rendering of the proposed master plan that showed how the homes will be laid out on the lot. He discussed the proposed elevations and made himself available for any questions. Staff recommends approval of the change.

Mr. Holst and Ms. Lynch abstained from the item.

Ms. Saul made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved with 6 ayes (Crisman, Hartley, Larson, Leeper, Moser and Saul), 2 abstentions (Holst and Lynch) and 0 nays.

Attachments: 2022 Proposed Pinnacle Prairie Master Plan  
Applicant's letter requesting map amendment



February 7, 2022



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

Re: Master Plan Amendment - Pinnacle Prairie  
Western Home Communities Villas Phase 10

Dear Karen,

We are requesting an amendment to the Pinnacle Prairie master plan to accommodate the proposed Western Home Communities Villas Phase 10 development. The Western Home has recently purchased this land on the northern border of their existing Pinnacle Prairie campus to expand their services in this area.

The requested amendment is for the lots on both the north and south side of Wild Rye Way between Bluebell Road on the west and Prairie Parkway on the east. These lot are currently identified as multi-family on the south and mixed use on the north side of Wild Rye Way. The proposed amendment is to change the use of these lots to residential to accommodate the development of independent senior living duplex units as depicted in the attached master plan for that area.

The Western Home has completely filled the areas on the existing campus designated for duplex Villas and would like to extend the Villas to the north. There is great demand for these units that meet a significant need for senior housing in our community. The land to the south is Villas currently and this site plan will be a natural extension of the existing neighborhood. The new villas will generally be the same as the existing ones to the south with some incremental design changes. A couple renderings of the typical Villa design is attached to this submission for reference as well.

The existing land was originally designated for multi-housing and mixed use. There has not been much market demand for those uses. The use of this area for additional Western Home Villas will be compatible with all the surrounding uses. The additional population created in this area will only enhance the demand for the commercial services in this area and hopefully create more demand for commercial development on the remaining properties of this development.

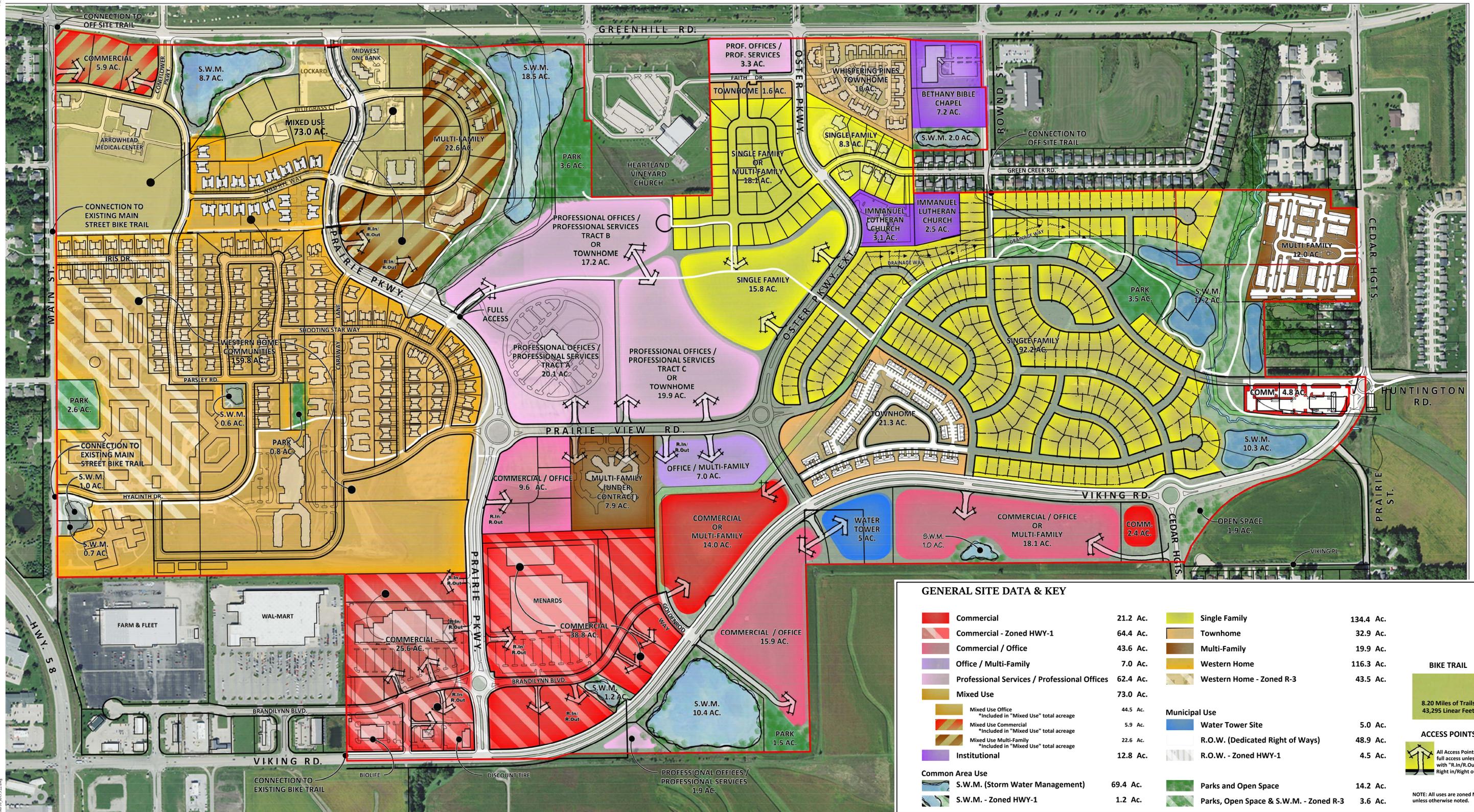
Please let me know if you need any additional information regarding this master plan amendment for Pinnacle Prairie.

Sincerely,  
Align Architecture & Planning, PLC



Martin P. Holst, AIA

enclosures: Rezoning Application Form  
Western Home 10th Addition Concept Plan  
Western Home Villa Rendering Examples



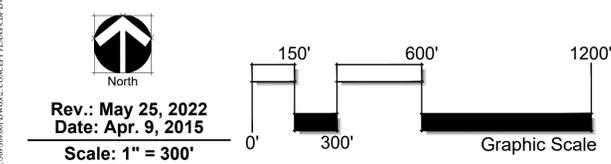
**GENERAL SITE DATA & KEY**

	Commercial	21.2 Ac.		Single Family	134.4 Ac.
	Commercial - Zoned HWY-1	64.4 Ac.		Townhome	32.9 Ac.
	Commercial / Office	43.6 Ac.		Multi-Family	19.9 Ac.
	Office / Multi-Family	7.0 Ac.		Western Home	116.3 Ac.
	Professional Services / Professional Offices	62.4 Ac.		Western Home - Zoned R-3	43.5 Ac.
	Mixed Use	73.0 Ac.		Municipal Use	
	Mixed Use Office *Included in "Mixed Use" total acreage	44.5 Ac.		Water Tower Site	5.0 Ac.
	Mixed Use Commercial *Included in "Mixed Use" total acreage	5.9 Ac.		R.O.W. (Dedicated Right of Ways)	48.9 Ac.
	Mixed Use Multi-Family *Included in "Mixed Use" total acreage	22.6 Ac.		R.O.W. - Zoned HWY-1	4.5 Ac.
	Institutional	12.8 Ac.		Parks and Open Space	14.2 Ac.
	Common Area Use			Parks, Open Space & S.W.M. - Zoned R-3	3.6 Ac.
	S.W.M. (Storm Water Management)	69.4 Ac.			
	S.W.M. - Zoned HWY-1	1.2 Ac.			

**BIKE TRAIL**  
8.20 Miles of Trails  
43,295 Linear Feet

**ACCESS POINTS**  
All Access Points are full access unless noted with "R.In/R.Out" for Right In/Right Out.

NOTE: All uses are zoned MU unless otherwise noted.



# UPDATED MASTER PLAN

Prepared For:  
**Oster Partners**

Prepared By:  
**sda**  
Schoppe Design Associates, Inc.  
LAND PLANNING & LANDSCAPE ARCHITECTURE  
126 S. Main Street  
Oswego, IL 60543  
p: 630 551-3355  
f: 630 551-3639  
schoppedesign.net

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING THE MASTER PLAN FOR LOTS 16, AND 21 THROUGH 31 IN THE PINNACLE PRAIRIE BUSINESS CENTER NORTH SUBDIVISION FROM MIXED USE AND MULTI-FAMILY TO WESTERN HOME

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the Pinnacle Prairie Master Plan for Lots 16, and 21 through 31 in the Pinnacle Prairie Business Center North subdivision from Mixed Use and Multi-Family to Western Home: and

WHEREAS, said Commission has recommended approval of said change to the MU District Master Plan for Pinnacle Prairie dated March 8, 2021; and

WHEREAS, it is desired to submit the same to the City Council for consideration; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the MU District Master Plan for Pinnacle Prairie is hereby amended to designate Lots 16 and 21 through 31 of the Pinnacle Prairie Business Center North subdivision as “Western Home, as illustrated on Exhibit A, attached hereto.”

ADOPTED this 6th day of June, 2022.

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

ATTEST:

\_\_\_\_\_  
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:** May 25, 2022

**SUBJECT:** Center Street Corridor Streetscape Project  
 City Project Number: MC-000-3206  
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to make streetscape improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping. The project will require the acquisition of temporary easements from twenty eight (28) properties to complete construction. The owner of the following property has accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
23	Casey's Marketing Company	2425 Center Street	Temporary

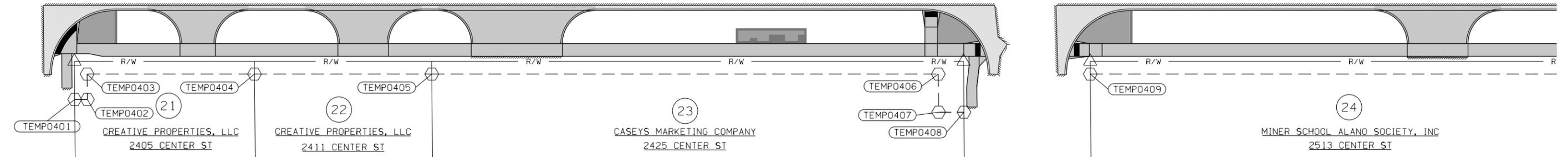
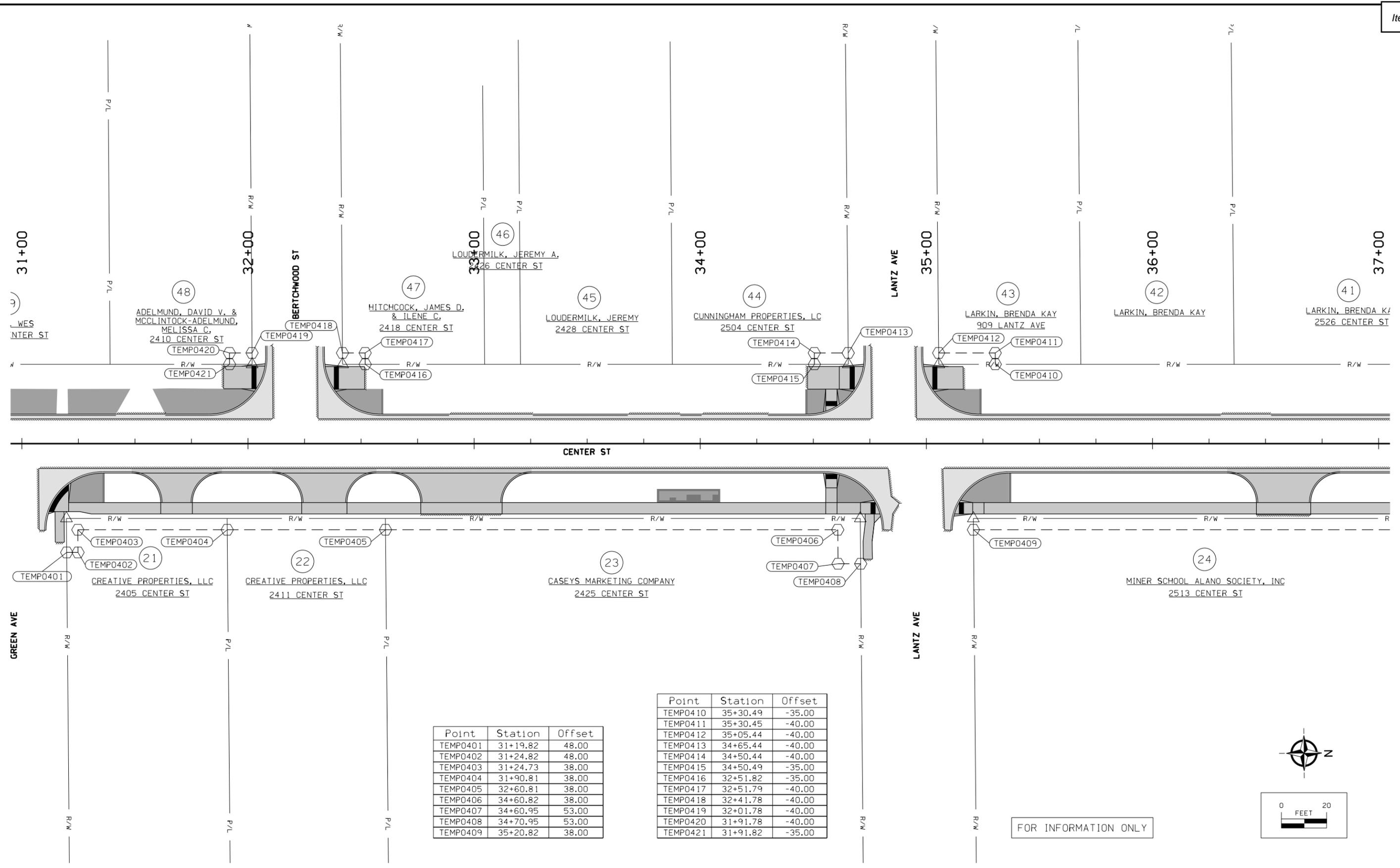
Attached is a map that identifies the location of these properties.

The City will use Emergency Reserve and Storm Water Funds for the design and right of way portion of this project. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 and FY23 under item number 113. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisition and authorize the Mayor to execute the agreement for the Center Street Corridor Streetscape Project.

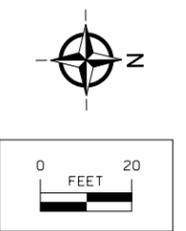
If you have any questions or need additional information, please feel free to contact me.

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



Point	Station	Offset
TEMPO401	31+19.82	48.00
TEMPO402	31+24.82	48.00
TEMPO403	31+24.73	38.00
TEMPO404	31+90.81	38.00
TEMPO405	32+60.81	38.00
TEMPO406	34+60.82	38.00
TEMPO407	34+60.95	53.00
TEMPO408	34+70.95	53.00
TEMPO409	35+20.82	38.00

Point	Station	Offset
TEMPO410	35+30.49	-35.00
TEMPO411	35+30.45	-40.00
TEMPO412	35+05.44	-40.00
TEMPO413	34+65.44	-40.00
TEMPO414	34+50.44	-40.00
TEMPO415	34+50.49	-35.00
TEMPO416	32+51.82	-35.00
TEMPO417	32+51.79	-40.00
TEMPO418	32+41.78	-40.00
TEMPO419	32+01.78	-40.00
TEMPO420	31+91.78	-40.00
TEMPO421	31+91.82	-35.00



FOR INFORMATION ONLY

PROJECT NO: 19C017.05  
 PROJECT DATE: 3/11/2022  
 CAD DATE: 3/21/2022 12:05:15 PM  
 CAD FILE: c:\pwworkdir\pwworking\19c017.05\_H04\_SHT.dgn

DESIGNED BY: T. LECLAIR  
 CHECKED BY: A. MONIZA  
 DRAWN BY: T. LECLAIR

NO	DATE	BY	REVISION DESCRIPTION



**CENTER STREET CORRIDOR STREETScape PROJECT**  
 CLAIR STREET TO W LONE TREE ROAD  
 CEDAR FALLS, IA

**CENTER STREET**  
 RIGHT-OF-WAY SHEETS

SHEET NO.  
**H.04**  
 297

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Caseys Marketing 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 the City.

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

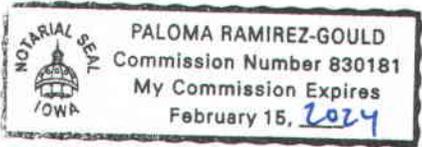
GRANTOR: Caseys Marketing Company

By: Sam James  
Name: Sam James  
Title: President

State of Iowa )  
County of Polk )

This record was acknowledged before me on the 10<sup>th</sup> day of May,  
2022 by Sam James, as President of  
Casey's Marketing Company.

[Signature]  
Signature of notarial officer



Stamp  
[ ]  
Title of Office

[My commission expires: 02/15/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by Jody Budde, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 23-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS  
CENTER STREET CORRIDOR STREETScape PROJECT  
2425 CENTER STREET  
PARCEL 23

PROPERTY OWNER:  
CASEYS MARKETING COMPANY  
P.O. BOX 54288  
LEXINGTON, KY 40555  
BOOK 649, PAGE 343



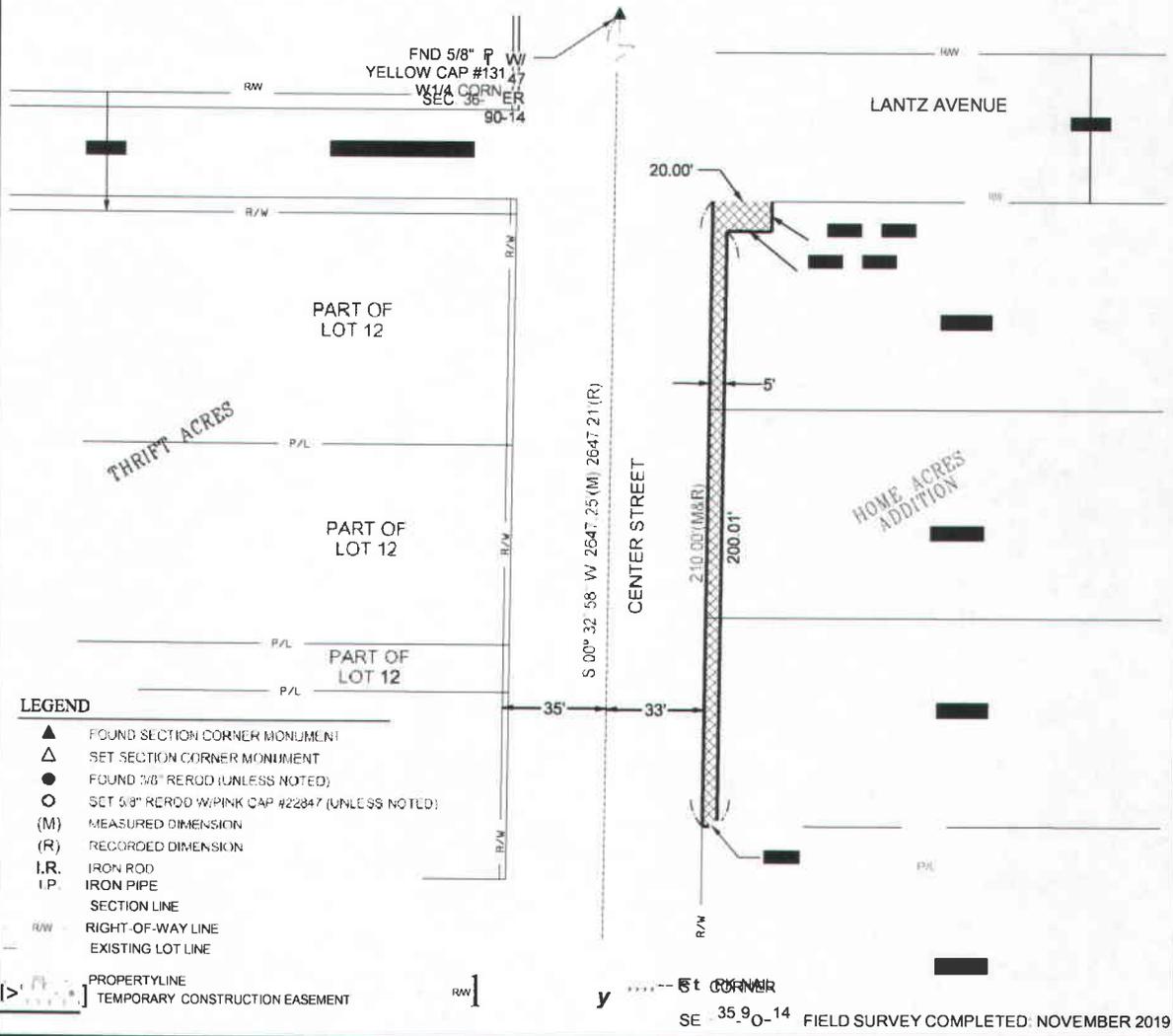
### LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 8, 9, & 10 OF HOME ACRES ADDITION, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 5.00 FEET OF SAID LOTS 8, 9, & 10 AND THE NORTH 10.00 FEET OF THE WEST 20.00 FEET OF SAID LOT 10 OF HOME ACRES ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,200 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO IOWA REGIONAL COORDINATE SYSTEM, ZONE 5, US SURVEY FOOT.



**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

FOTH PROJECT NO 19C017-05    DATE: 3/8/2022

**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2425 Center Street, Cedar Falls  
Parcel Number: 23  
Project Name: Center Street Corridor Streetscape Project

County Tax Parcel No: 9014-36-352-001  
Project Number: MC-000-3206

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_ day of \_\_\_\_\_, 2022,  
by and between Casey's Marketing Company, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey a temporary easement in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat (Exhibit A)

. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. 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	_____
\$ 419.52	on possession and conveyance	60 days after Buyer approval
\$ 419.52	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	1,200	sq. ft.	_____	\$ 419.52
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Severance Damages				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Construction Easement Agreement, in the form 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 to Seller's actual 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: UNKNOWN

- 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:** Casey's Marketing Company

Sam James 5/5/2022  
 \_\_\_\_\_ Date

State of Iowa

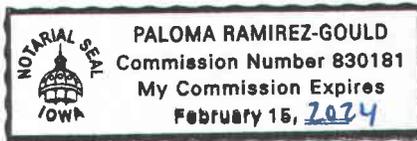
County of Polk

This record was acknowledged before me on the 5<sup>th</sup> day of May, 2022, by  
Sam James as President of Casey's Marketing Company.

Paloma Ramirez-Gould  
 \_\_\_\_\_  
 Signature of notarial officer

Paloma Ramirez-Gould  
 Printed name of notarial officer

02/15/2024  
 My commission expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by Jody Budde, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 Phone: 319-365-9565

# TEMPORARY EASEMENT

EXHIBIT 23-T

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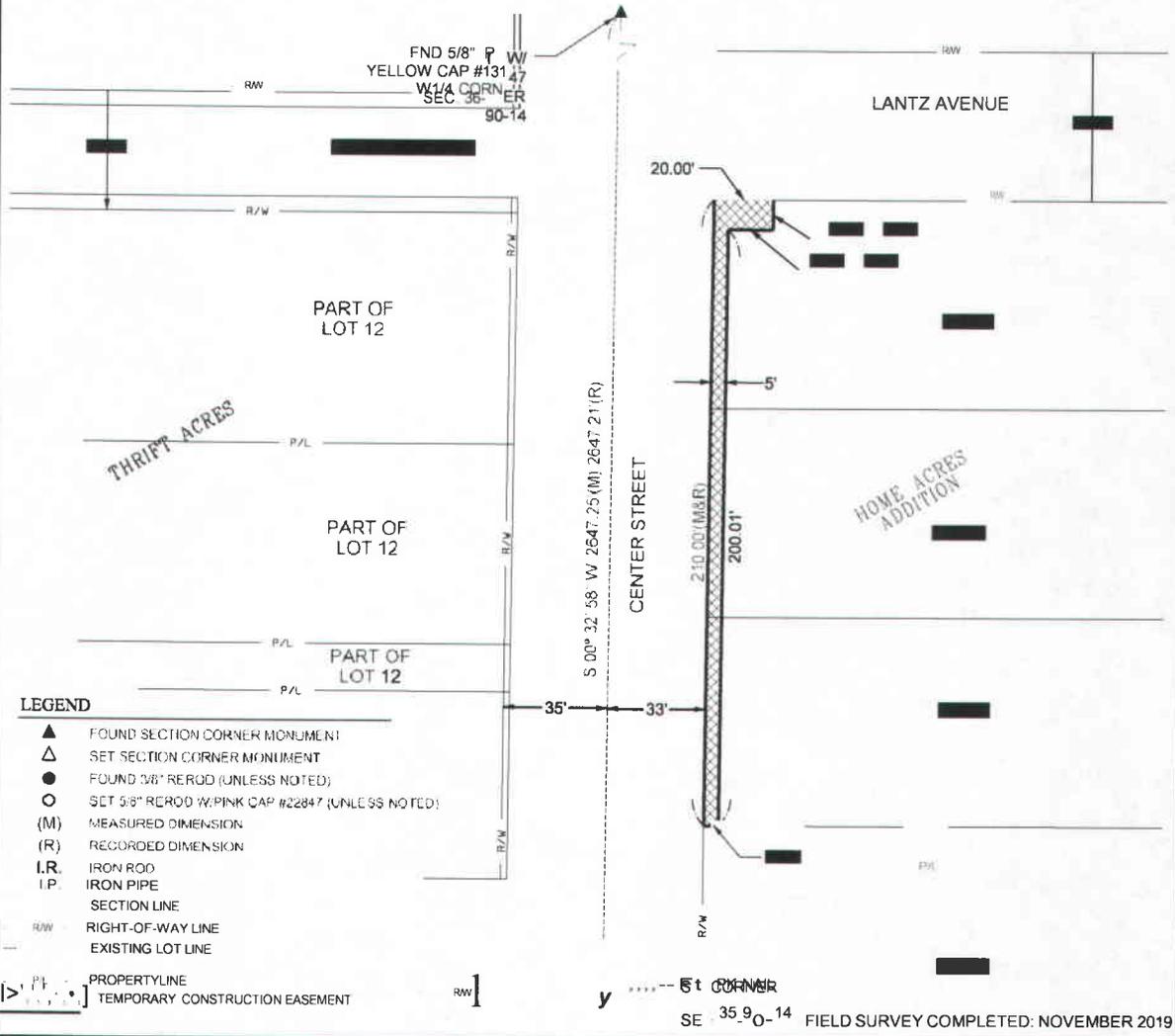
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**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600

FOTH PROJECT NO. 19C017-05    DATE: 3/8/2022

**Foth**  
Foth Infrastructure & Environment, LLC  
411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401-1931  
Phone: 319-365-9565

SHEET  
1 OF 1



## DEPARTMENT OF PUBLIC WORKS

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

## MEMORANDUM Engineering Division

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 27, 2022

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
 Supplemental Agreement No. 4  
 Cedar Heights Drive Reconstruction  
 City Project No. RC-000-3171

Please find attached Supplemental Agreement No. 4 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for Cedar Heights Drive Reconstruction Engineering Services. This supplemental agreement provides construction administration, observation and staking services for the construction of the project. Services will include: construction observation and testing services in accordance with Iowa DOT requirements, project monitoring and documentation, change order processing, pay application review and processing, project quantity reporting, Iowa DOT audit preparations, SWPPP inspections and general instruction/training to City staff as needed for the use of the Iowa DOT Doc Express electronic filing system.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Reconstruction Project on April 20, 2019. The construction project will utilize the Surface Transportation Block Grant (STBG) Programming Agreement of \$2,900,000 Federal-aid Swap funds and Traffic Safety Improvement Program (TSIP) funds of \$500,000, Local Match funding sources (GO Bonds, Street Construction Funds and Local Option Sales Tax Funds).

The attached supplemental agreement includes the construction services for Cedar Heights Drive Reconstruction Project. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$305,000.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 4 with Snyder & Associates, Inc. for construction services for the Cedar Heights Drive Reconstruction Project.

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

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



ENGINEERING DIVISION  
220 CLAY STREET  
319-268-5161  
FAX 319-268-5197

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

WATER RECLAMATION DIVISION  
501 E. 4TH STREET  
319-273-8633  
FAX 319-268-5566

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## SUPPLEMENTAL AGREEMENT NO. 4

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### Cedar Heights Drive Reconstruction Project Cedar Falls, Iowa City Project Number RC-000-3171

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated April 15, 2019 for the Cedar Heights Drive Reconstruction Project; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to modify the Scope of Services and Compensation for Construction Phase items as a part of the Cedar Heights Drive Reconstruction Project,

NOW THEREFORE, it is mutually agreed to amend the Scope of Services included with the Professional Services Agreement and specifically noted in Supplemental Agreement No. 3 as follows:

**I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation is as follows:

- F. The Construction Phase Support Services below shall be provided and replace the Construction Phase Scope items included in Supplemental Agreement No. 3, Task F- Construction Phase.

**Construction Phase Support Services**

The CLIENT will provide a staff member to serve as the Project Engineer for Iowa Department of Transportation (DOT) compliance and coordination. This person will be responsible for signing items uploaded to Doc Express. The CLIENT will provide a staff member to serve as the person in responsible charge for DOT compliance and coordination. The CONSULTANT shall provide staff to supplement CLIENT staff completing Construction Phase Support Services as requested during construction.

If the Contractor does not meet the completion period requirements, or if change orders or Project additions require additional construction time, the CONSULTANT will be compensated for any additional administration and construction observation when authorized by the CLIENT. Additionally, this agreement provides for an estimated maximum amount of construction phase support services. Additional time may be requested by the CLIENT.

**1.0 Construction Administration**

The CONSULTANT will provide periodic and/or supplemental construction administration to assist the CLIENT'S staff for the Project during the Construction Phase. The time spent is dependent upon the CLIENT'S request, contractor's schedule, rate of progress, and type of work. It is estimated that part time administration services will be provided. Below are tasks that the CONSULTANT should provide assistance with as requested by the CLIENT.

**1.1 Preconstruction Conference**

The CONSULTANT shall attend a pre-construction meeting scheduled and held by the CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction. The CONSULTANT shall be responsible for drafting meeting notices, facilitating the meeting, and meeting minutes. The CLIENT will be responsible for setup, coordination, follow-up for the meeting and distribution of the meeting minutes.

**1.2 Contractor Payment Requests**

The CONSULTANT shall work with the contractor to review and/or prepare bi-weekly pay requests for the work completed based on site observations. Pay requests shall be submitted to the CLIENT. The CLIENT shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated.

**1.3 Notification of Nonconformance**

The CONSULTANT shall be responsible for documenting any known work which does not generally conform to the construction contract, make recommendations for the correction of nonconforming work to the CLIENT and work with the CLIENT to see that the agreed-upon recommendations are implemented by the contractor.

**1.4 Shop Drawings**

The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract. Distribution of reviewed shop drawings shall be coordinated with the CLIENT and CONSULTANT.

**1.5 Change Orders**

The CONSULTANT shall negotiate and prepare change orders for approval by the CLIENT. The CONSULTANT shall prepare Information for distribution to the Contractor for additional direction and/or plan clarification.

**1.6 Pre-Pour Meeting**

The CLIENT shall schedule, prepare agendas and coordinate pre-pour meeting/s to review project. The CONSULTANT shall attend and participate in one pre-pour meeting for each of the 2021 and 2022 construction seasons.

**1.7 General Coordination**

The CLIENT shall be responsible for property owner coordination, organizing and scheduling as well as attending and conducting bi-weekly construction meetings, and provide monthly project updates for the City's website. The CONSULTANT shall be available to assist with property owner coordination and plan to attend every other bi-weekly construction meetings.

**1.8 Spring 2022 Kickoff Meeting**

The CONSULTANT shall assist with coordinating a spring 2022 construction kickoff meeting following winter shutdown. This meeting shall take place prior to construction beginning in the spring. Schedules and remaining construction activities shall be discussed. The CLIENT will be responsible for setup, coordination, follow-up for the meeting and distribution of the meeting minutes.

**1.9 Substantially Complete and Final Project Walkthrough**

The CLIENT shall perform a project walkthrough to determine if the PROJECT is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list

of items to be completed by the contractor for completion along with subsequent site review and correspondence. The CONSULTANT shall be available to assist with the (1) final project walkthrough which may include CLIENT staff (including Engineering, Public Works and Water Reclamation staff), the Contractor and DOT personnel. The CONSULTANT shall also be available for general assistance related to tasks included with this item.

**1.10 Final Acceptance**

It is understood that the CLIENT will accept any portion of a Project only after their review of the construction. Final acceptance and associated work is NOT part of the services to be provided by the CONSULTANT.

**1.11 As-Built Drawings**

The CONSULTANT shall be responsible for documenting construction and preparing as-built drawings (i.e. a PDF with significant construction modifications and/or changes noted) for the PROJECT. Such as-built drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/CONSULTANT approval.

The as-built drawings will include new water main fittings and valve locations and elevations, new storm sewer pipe flowline elevations and slopes, and new sanitary sewer main flowline elevations and slopes. As-built information for the water main fittings and valve locations and elevations is to be provided by the CLIENT and incorporated into the as-built drawings. The CONSULTANT is to survey new storm sewer pipe flowline elevations and slopes as well as new sanitary sewer main flowline elevations and slopes.

**2.0 Construction Staking**

Construction staking and associated work is NOT part of the services to be provided by the CONSULTANT as part of this agreement.

**3.0 Construction Observation**

The CONSULTANT will provide fulltime and/or periodic/supplemental site observation as requested by the CLIENT to assist the CLIENT'S staff for the Project during the Construction Phase. The time spent on site is dependent upon the CLIENT'S request, contractor's schedule, rate of progress, and type of work. If a Contractor requests a waiver of any provisions of the plans and specifications, the CONSULTANT will assist the CLIENT with a recommendation and/or drafting a response to the request. The CLIENT will provide the responses to the Contractor. The CONSULTANT will give guidance to the Project during the construction period as requested by the CLIENT, including the following:

**3.1 Observation**

The CONSULTANT shall provide staff when requested by the CLIENT for fulltime observation needs or supplement observation of the work, as requested by the CLIENT, for general compliance with plans and specifications. It is estimated that fulltime observation services will be provided starting in 2022 and for the duration of construction.

**3.2 Record/Log**

The CONSULTANT shall keep a record of Contractor's activities as requested by the CLIENT during construction, including notation on the nature and cost of any extra work or changes ordered during construction.

**3.3 Resident Construction Services**

The CONSULTANT shall provide representation at the job site as requested by the CLIENT during the Construction Phase of the Project, which results in an increase in the probability

that the Project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement.

**3.4 Testing/Monitoring**

The CLIENT will coordinate the acceptance testing and monitoring according to the specifications, including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the CLIENT. The CLIENT shall be responsible for PCC air, slump and strength testing (if maturity is not utilized), certified plant monitoring, and aggregate testing. It is anticipated that the Contractor will be responsible for compaction, moisture and density, and special compaction testing. Testing and monitoring services and associated work is NOT part of the services to be provided by the CONSULTANT.

**II. COMPENSATION**

Compensation for this scope of Services modification shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Three Hundred Five Thousand Dollars (\$305,000). This compensation shall be added to and included with the services and monthly invoice for this project. The CONSULTANT shall notify the CLIENT when approximately Twenty-Thousand Dollars (\$20,000) of budget remains on this project. This should allow for the CLIENT to consider and determine if additional budget should be added for Construction Phase Support services needed. Services are anticipated to end during the summer of 2023.

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated April 15, 2019 and as previously modified by supplemental agreements.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT.**

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

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

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

Date: May 27, 2022



**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
**Engineering Division**

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

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

**DATE:** June 1, 2022

**SUBJECT:** 2020 Street Construction Project  
 City Project Number: RC-000-3185  
 Final Acceptance

The 2020 Street Construction Project is completed and ready for final acceptance. This project involved the full removal and replacement of three (3) streets and HMA overlay with curb and gutter replacement on seven (7) streets. In addition the project includes cold-in-place recycled asphalt pavement on North Union Road. This project was under contract with Peterson Contractors, Inc. of Reinbeck, Iowa. Attached please find the following final documents:

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

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

<p><u>Peterson Contractors, Inc. Suppliers:</u>                  Utility Equipment Co.                  Midstates Precast Products                  Benton's Ready Mixed Concrete                  BMC Aggregates, LC                  Bob Walkers Son Trucking                  Leymaster Tile, LLC                  Northern IA Construction Products                  Talaska Trucking                  Municipal Pipe Tool Company LLC                  Service Signing LC</p>	<p><u>Peterson Contractors, Inc. subcontractors:</u>                  K Cunningham Construction Co.                  - Logan Contractor's Supply                  - Benton's Ready Mixed Concrete                  Matthias Landscaping Co.                  - Oleson Sod Co.                  ASPRO, Inc.                  - WK Construction                  - Bituminous Materials &amp; Supply Co., LP                  - BMC Aggregates, LC                  - Utility Equipment Company                  Bower's Masonry                  - Benton's Ready Mixed Concrete                  - Stetson Building Products                  Meli, LLC                  - Benton's Ready Mixed Concrete                  - Stetson Building Products                  - Utility Equipment Co.                  Dave Schmitt Construction Co., Inc.                  - BMC Aggregates, LC                  - Benton's Ready Mixed Concrete                  - Midstates Precast Products                  - Utility Equipment Co.                  Laser Line Striping &amp; Sweeping                  Dave Gardner Construction</p>
--	--

This project was primarily funded by the "Local Option Sales Tax". Below is a breakdown of final contract costs for all funding sources:

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund	\$100,000.00
Local Options Sales Tax	\$2,671,859.17
GO 2020	\$60,000.00
Sanitary Sewer Rental Fund	\$225,018.98
Cedar Falls Utilities	\$390,754.39

With Council approval a transfer of funds from the following funding sources to the Street Repair Fund (LOST) will be made per Iowa Code 545-2.5.

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund	\$100,000.00
GO 2020	\$60,000.00
Sanitary Sewer Rental Fund	\$225,018.98

I certify that the public improvements for the 2020 Street Construction Project were completed in reasonable compliance with the project plans and specifications.

*Benjamin Claypool*

6/1/22

Benjamin Claypool

Date

xc: Chase Schrage, Director of Public Works  
David Wicke, P.E., City Engineer  
Lisa Roeding, Controller/City Treasurer



**CONTRACTOR'S APPLICATION FOR PAYMENT**

**Retainage Release**

**Pay Application**

<b>2020 Street Construction Project</b>		Application Period: 12/19/20 to 05/18/22	Application Date: 05/20/22
Project Number: RC-000-3185		To (Owner): City of Cedar Falls	Via (Engineer): Ben Claypool
Contract Completion Date: 12/31/20		From (Contractor): Peterson Contractors Inc.	Civil Engineer II

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 9,758.94	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
<b>Totals</b>	<b>\$ 9,758.94</b>	<b>\$ -</b>

<b>Net Change by Change Orders</b>	
(a) + (b) = (c)	\$ 9,758.94

**Contractor's Certification**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): **Matt Bohlen**  
Digitally signed by Matt Bohlen  
 DN: c=US, e=matb@pcis.com,  
 o=Peterson Contractors Inc.,  
 CN=Matt Bohlen  
 Date: 2022.05.23 08:23:07-05'00'

Date: Matt Bohlen, Project Manager

<b>1. ORIGINAL CONTRACT PRICE</b>	\$	<b>3,385,340.30</b>
<b>2. NET CHANGE BY CHANGE ORDERS (c)</b>	\$	9,758.94
<b>3. CURRENT CONTRACT PRICE</b>	\$	3,395,099.24
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Total Column F on Progress Estimate)	\$	3,506,972.44
<b>5. RETAINAGE</b>		
a. 0% x \$ 3,506,972.44 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
<b>6. CUMULATIVE LIQUIDATED DAMAGES CHARGED</b> 63 Days x \$ 1,000.00 Per Day	\$	63,000.00
<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c - Line 6)	\$	3,443,972.44
<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 From Prior Application)	\$	3,268,623.82
<b>9. AMOUNT DUE THIS APPLICATION</b>	\$	175,348.62
<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c)	\$	3,443,972.44
<b>11. % OF COMPLETION</b>		
Original Contract Price (Line 10 ÷ Line 1)		102%
Current Contract Price (Line 10 ÷ Line 3)		101%

Payment of: **\$ 175,348.62** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: *Benjamin Claypool* 5/23/22  
 Ben Claypool, Civil Engineer II Date

CONTRACTOR'S APPLICATION FOR PAYMENT													No. Retainage Release			Estimate	
2020 Street Construction Project			Application Period:		12/19/20		to		05/18/22		Application Date:		05/2		Item 32.		
Project Number: RC-000-3185			To (Owner):		City of Cedar Falls		Via (Engineer):		Ben Cl								
Contract Completion Date: 12/31/20			From (Contractor):		Peterson Contractors Inc.		Civil Engineer II										
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O			
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed		
1	REMOVAL OF PAVEMENT	S.Y.	10,564	\$ 4.75	\$ 50,179.00	10,679.10	-	\$ -	10,679.10	\$ 50,725.73	\$ -	\$ 50,725.73	101%	\$ (546.73)	X		
2	REMOVAL OF A.C.C. SURFACING	S.Y.	9,029	\$ 3.65	\$ 32,955.85	9,029.50	-	\$ -	9,029.50	\$ 32,957.68	\$ -	\$ 32,957.68	100%	\$ (1.82)	X		
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	5,648	\$ 5.25	\$ 29,652.00	5,670.00	-	\$ -	5,670.00	\$ 29,767.50	\$ -	\$ 29,767.50	100%	\$ (115.50)	X		
4	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1,988	\$ 36.40	\$ 72,363.20	1,675.50	-	\$ -	1,675.50	\$ 60,988.20	\$ -	\$ 60,988.20	84%	\$ 11,375.00	X		
5	REMOVAL OF CURB	L.F.	2,545	\$ 10.00	\$ 25,450.00	2,965.30	-	\$ -	2,965.30	\$ 29,653.00	\$ -	\$ 29,653.00	117%	\$ (4,203.00)	X		
6	REMOVAL OF DRIVEWAY	S.Y.	1,628	\$ 4.50	\$ 7,326.00	1,393.90	-	\$ -	1,393.90	\$ 6,272.55	\$ -	\$ 6,272.55	86%	\$ 1,053.45	X		
7	REMOVAL OF SIDEWALK	S.Y.	98	\$ 12.00	\$ 1,176.00	106.00	-	\$ -	106.00	\$ 1,272.00	\$ -	\$ 1,272.00	108%	\$ (96.00)	X		
8	REMOVALS AS PER PLAN	UNITS	72	\$ 500.00	\$ 35,875.00	72.75	-	\$ -	72.75	\$ 36,375.00	\$ -	\$ 36,375.00	101%	\$ (500.00)	X		
9	SAW CUTTING FOR REMOVALS	L.F.	3,844	\$ 6.00	\$ 23,064.00	4,675.00	-	\$ -	4,675.00	\$ 28,050.00	\$ -	\$ 28,050.00	122%	\$ (4,986.00)	X		
10	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	4,040	\$ 10.50	\$ 42,420.00	4,122.90	-	\$ -	4,122.90	\$ 43,290.45	\$ -	\$ 43,290.45	102%	\$ (870.45)	X		
11	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	404	\$ 10.50	\$ 4,242.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 4,242.00	X		
12	EXCAVATION, CLASS 12, BOULDERS	C.Y.	25	\$ 30.00	\$ 750.00	5.00	-	\$ -	5.00	\$ 150.00	\$ -	\$ 150.00	20%	\$ 600.00	X		
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10,564	\$ 41.45	\$ 437,877.80	10,680.97	-	\$ -	10,680.97	\$ 442,726.21	\$ -	\$ 442,726.21	101%	\$ (4,848.41)	X		
14	HMA, (ST), SURF., 1/2", PG58-28S	TON	3,890	\$ 113.70	\$ 442,293.00	4,231.99	-	\$ -	4,231.99	\$ 481,177.26	\$ -	\$ 481,177.26	109%	\$ (38,884.26)	X		
15	HMA, (ST), BASE, 3/4", PG58-28S	TON	1,448	\$ 110.20	\$ 159,569.60	1,445.16	-	\$ -	1,445.16	\$ 159,256.63	\$ -	\$ 159,256.63	100%	\$ 312.97	X		
16	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	2,240	\$ 18.20	\$ 40,768.00	2,786.60	-	\$ -	2,786.60	\$ 50,716.12	\$ -	\$ 50,716.12	124%	\$ (9,948.12)	X		
17	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	43	\$ 66.00	\$ 2,838.00	102.90	-	\$ -	102.90	\$ 6,791.40	\$ -	\$ 6,791.40	239%	\$ (3,953.40)	X		
18	CURB, PCC 8 IN. 5.0 FT WIDTH, TYPE "C" CLASS III	L.F.	305	\$ 42.80	\$ 13,054.00	316.60	-	\$ -	316.60	\$ 13,550.48	\$ -	\$ 13,550.48	104%	\$ (496.48)	X		
19	COMPACTION OF SUBGRADE	STA.	26	\$ 250.00	\$ 6,500.00	5.10	-	\$ -	5.10	\$ 1,275.00	\$ -	\$ 1,275.00	20%	\$ 5,225.00	X		
20	GEOGRID	S.Y.	10,309	\$ 3.25	\$ 33,504.25	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 33,504.25	X		
21	MODIFIED SUBBASE, 12 IN.	S.Y.	13,448	\$ 14.00	\$ 188,272.00	12,059.10	-	\$ -	12,059.10	\$ 168,827.40	\$ -	\$ 168,827.40	90%	\$ 19,444.60	X		
22	SURFACING, 1-INCH ROADSTONE	TONS	30	\$ 35.00	\$ 1,050.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,050.00	X		
23	TOPSOIL, FURNISH & SPREAD	C.Y.	922	\$ 22.00	\$ 20,284.00	925.50	-	\$ -	925.50	\$ 20,361.00	\$ -	\$ 20,361.00	100%	\$ (77.00)	X		
24	SOD, PROVIDE AND PLACE	S.F.	47,300	\$ 0.62	\$ 29,326.00	78,408.00	-	\$ -	78,408.00	\$ 48,612.96	\$ -	\$ 48,612.96	166%	\$ (19,286.96)	X		
25	HYDRAULIC SEEDING	S.F.	1,000	\$ 0.75	\$ 750.00	10,394.00	-	\$ -	10,394.00	\$ 7,795.50	\$ -	\$ 7,795.50	1039%	\$ (7,045.50)	X		
26	WATERING SOD	M-GAL	60	\$ 135.00	\$ 8,100.00	48.50	-	\$ -	48.50	\$ 6,547.50	\$ -	\$ 6,547.50	81%	\$ 1,552.50	X		
27	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	1,552	\$ 45.75	\$ 71,004.00	1,451.60	-	\$ -	1,451.60	\$ 66,410.70	\$ -	\$ 66,410.70	94%	\$ 4,593.30	X		
28	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	574	\$ 47.00	\$ 26,978.00	601.30	-	\$ -	601.30	\$ 28,261.10	\$ -	\$ 28,261.10	105%	\$ (1,283.10)	X		
29	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	88	\$ 50.00	\$ 4,400.00	105.40	-	\$ -	105.40	\$ 5,270.00	\$ -	\$ 5,270.00	120%	\$ (870.00)	X		
30	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	38	\$ 50.00	\$ 1,900.00	38.00	-	\$ -	38.00	\$ 1,900.00	\$ -	\$ 1,900.00	100%	\$ -	X		
31	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	50	\$ 150.00	\$ 7,500.00	41.70	-	\$ -	41.70	\$ 6,255.00	\$ -	\$ 6,255.00	83%	\$ 1,245.00	X		
32	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	50	\$ 155.00	\$ 7,750.00	8.00	-	\$ -	8.00	\$ 1,240.00	\$ -	\$ 1,240.00	16%	\$ 6,510.00	X		
33	INTAKE, SW-507	EACH	2	\$ 5,500.00	\$ 11,000.00	1.50	-	\$ -	1.50	\$ 8,250.00	\$ -	\$ 8,250.00	75%	\$ 2,750.00	X		
34	INTAKE, SW-509	EACH	1	\$ 7,000.00	\$ 7,000.00	1.00	-	\$ -	1.00	\$ 7,000.00	\$ -	\$ 7,000.00	100%	\$ -	X		
35	INTAKE, TYPE B	EACH	2	\$ 5,200.00	\$ 10,400.00	3.00	-	\$ -	3.00	\$ 15,600.00	\$ -	\$ 15,600.00	150%	\$ (5,200.00)	X		
36	INTAKE, TYPE D	EACH	18	\$ 5,850.00	\$ 105,300.00	18.00	-	\$ -	18.00	\$ 105,300.00	\$ -	\$ 105,300.00	100%	\$ -	X		
37	INTAKE, TYPE C TOP & INSERT	EACH	4	\$ 3,200.00	\$ 12,800.00	4.00	-	\$ -	4.00	\$ 12,800.00	\$ -	\$ 12,800.00	100%	\$ -	X		
38	INTAKE, TYPE E TOP & INSERT	EACH	1	\$ 3,700.00	\$ 3,700.00	1.50	-	\$ -	1.50	\$ 5,550.00	\$ -	\$ 5,550.00	150%	\$ (1,850.00)	X		
39	INTAKE, SINGLE FLAT INSERT	EACH	1	\$ 2,200.00	\$ 2,200.00	5.00	-	\$ -	5.00	\$ 11,000.00	\$ -	\$ 11,000.00	500%	\$ (8,800.00)	X		
40	INTAKE, DOUBLE FLAT INSERT	EACH	1	\$ 3,200.00	\$ 3,200.00	2.00	-	\$ -	2.00	\$ 6,400.00	\$ -	\$ 6,400.00	200%	\$ (3,200.00)	X		
41	INTAKE, TYPE B INSERT	EACH	4	\$ 1,900.00	\$ 7,600.00	4.00	-	\$ -	4.00	\$ 7,600.00	\$ -	\$ 7,600.00	100%	\$ -	X		
42	INTAKE, TYPE D INSERT	EACH	1	\$ 2,600.00	\$ 2,600.00	1.00	-	\$ -	1.00	\$ 2,600.00	\$ -	\$ 2,600.00	100%	\$ -	X		
43	MANHOLE, ADJUSTMENT, MINOR	EACH	16	\$ 1,000.00	\$ 16,000.00	12.00	-	\$ -	12.00	\$ 12,000.00	\$ -	\$ 12,000.00	75%	\$ 4,000.00	X		
44	MANHOLE, STORM SEWER, SW-401	EACH	2	\$ 4,000.00	\$ 8,000.00	2.00	-	\$ -	2.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	X		
45	MANHOLE, SANITARY SEWER, SW-301	EACH	4	\$ 5,850.00	\$ 23,400.00	2.50	-	\$ -	2.50	\$ 14,625.00	\$ -	\$ 14,625.00	63%	\$ 8,775.00	X		
46	SEWER, STORM, 15 IN. HDPE	L.F.	2,190	\$ 54.00	\$ 118,260.00	2,200.00	-	\$ -	2,200.00	\$ 118,800.00	\$ -	\$ 118,800.00	100%	\$ (540.00)	X		
47	SEWER, STORM, 15 IN. RCP, 2000D	L.F.	84	\$ 57.00	\$ 4,788.00	84.00	-	\$ -	84.00	\$ 4,788.00	\$ -	\$ 4,788.00	100%	\$ -	X		
48	SEWER, STORM, 18 IN. HDPE	L.F.	406	\$ 60.00	\$ 24,360.00	406.00	-	\$ -	406.00	\$ 24,360.00	\$ -	\$ 24,360.00	100%	\$ -	X		
49	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	32	\$ 60.00	\$ 1,920.00	32.00	-	\$ -	32.00	\$ 1,920.00	\$ -	\$ 1,920.00	100%	\$ -	X		
50	SEWER, STORM, 24 IN. HDPE	L.F.	652	\$ 68.00	\$ 44,336.00	662.00	-	\$ -	662.00	\$ 45,016.00	\$ -	\$ 45,016.00	102%	\$ (680.00)	X		
51	SEWER, STORM, 24 IN. R.C.P. 2000D	L.F.	58	\$ 76.00	\$ 4,408.00	58.00	-	\$ -	58.00	\$ 4,408.00	\$ -	\$ 4,408.00	100%	\$ -	X		
52	SEWER, STORM, 30 IN. HDPE	L.F.	10	\$ 110.00	\$ 1,100.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,100.00	X		
53	GRANULAR SHOULDERING, TYPE A	TONS	942	\$ 28.50	\$ 26,847.00	462.14	-	\$ -	462.14	\$ 13,170.99	\$ -	\$ 13,170.99	49%	\$ 13,676.01	X		
54	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2	\$ 500.00	\$ 1,000.00	5.00	-	\$ -	5.00	\$ 2,500.00	\$ -	\$ 2,500.00	250%	\$ (1,500.00)	X		
55	GRANULAR BACKFILL	TONS	1,600	\$ 26.00	\$ 41,600.00	6,717.18	-	\$ -	6,717.18	\$ 174,646.68	\$ -	\$ 174,646.68	420%	\$ (133,046.68)	X		
56	SUBDRAIN, PERFORATED, 6 IN.	L.F.	6,119	\$ 10.00	\$ 61,190.00	4,787.00	-	\$ -	4,787.00	\$ 47,870.00	\$ -	\$ 47,870.00	78%	\$ 13,320.00	X		
57	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	23	\$ 300.00	\$ 6,900.00	13.00	-	\$ -	13.00	\$ 3,900.00	\$ -	\$ 3,900.00	57%	\$ 3,000.00	X		
58	SUBDRAIN, SUMP PUMP TAP	EACH	81	\$ 275.00	\$ 22,275.00	75.00	-	\$ -	75.00	\$ 20,625.00	\$ -	\$ 20,625.00	93%	\$ 1,650.00	X		
59	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	30	\$ 20.00	\$ 600.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 600.00	X		
60	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	28	\$ 400.00	\$ 11,200.00	28.00	-	\$ -	28.00	\$ 11,200.00	\$ -	\$ 11,200.00	100%	\$ -	X		
61	TRAFFIC CONTROL	L.S.	1	\$ 62,000.00	\$ 62,000.00	1.00	-	\$ -	1.00	\$ 62,000.00	\$ -	\$ 62,000.00	100%	\$ -	X		
62	FLAGGERS	DAYS	10	\$ 1,000.00	\$ 10,000.00	25.00	-	\$ -	25.00	\$ 25,000.00	\$ -	\$ 25,000.00	250%	\$ (15,000.00)	X		
63	VALVE ADJUSTMENT	EACH	10	\$ 175.00	\$ 1,750.00	6.00	-	\$ -	6.00	\$ 1,050.00	\$ -	\$ 1,050.00	60%	\$ 700.00	X		
64	SPRINKLER HEADS, REMOVE & PLUG	EACH	5	\$ 375.00	\$ 1,875.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,875.00	X		
65	PAVEMENT MARKINGS, PAINTED	STA.	199	\$ 37.00	\$ 7,363.00	199.00	-	\$ -	199.00	\$ 7,363.00	\$ -	\$ 7,363.00	100%	\$ -	X		
66	PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	5	\$ 60.00	\$ 300.00	5.00	-	\$ -	5.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	X		

A	B		C	D	E	F	G	H	I	J	K	L	M	N	O	P
Bid Item Number	Item		Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Item 32.	
	Description														(M + F)	(M + F)
67	INTAKE WELL, SEDIMENT FILTER	EACH	21	\$ 200.00	\$ 4,200.00	21.00	-	\$ -	-	21.00	\$ 4,200.00	\$ -	\$ 4,200.00	100%	\$ -	X
68	INTAKE, SEDIMENT FILTER	L.F.	396	\$ 14.00	\$ 5,544.00	187.00	-	\$ -	-	187.00	\$ 2,618.00	\$ -	\$ 2,618.00	47%	\$ 2,926.00	X
69	CLEANING OF SEDIMENT FILTER BASINS	EACH	21	\$ 85.00	\$ 1,785.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 1,785.00	X
70	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	EACH	15	\$ 102.00	\$ 1,530.00	15.00	-	\$ -	-	15.00	\$ 1,530.00	\$ -	\$ 1,530.00	100%	\$ -	X
71	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	15	\$ 35.00	\$ 525.00	15.00	-	\$ -	-	15.00	\$ 525.00	\$ -	\$ 525.00	100%	\$ -	X
72	TYPE A SIGNS, ALUMINUM	EACH	15	\$ 97.00	\$ 1,455.00	15.00	-	\$ -	-	15.00	\$ 1,455.00	\$ -	\$ 1,455.00	100%	\$ -	X
73	STREET SWEEPING	HRS.	31	\$ 175.00	\$ 5,425.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 5,425.00	X
74	BASE, CLEANING AND PREPARATION	S.Y.	31.842	\$ 1.15	\$ 36,618.30	31,840.00	-	\$ -	-	31,840.00	\$ 36,616.00	\$ -	\$ 36,616.00	100%	\$ 2.30	X
75	SEWER, SANITARY, 12" TRUSS PIPE	L.F.	1,254	\$ 62.00	\$ 77,748.00	1,254.00	-	\$ -	-	1,254.00	\$ 77,748.00	\$ -	\$ 77,748.00	100%	\$ -	X
76	SEWER SERVICES SANITARY, 4" SDR 23.5	L.F.	440	\$ 65.00	\$ 28,600.00	440.00	-	\$ -	-	440.00	\$ 28,600.00	\$ -	\$ 28,600.00	100%	\$ -	X
77	PIPE, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40	\$ 56.00	\$ 2,240.00	6.00	-	\$ -	-	6.00	\$ 336.00	\$ -	\$ 336.00	15%	\$ 1,904.00	X
78	PIPE, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20	\$ 66.50	\$ 1,330.00	37.00	-	\$ -	-	37.00	\$ 2,460.50	\$ -	\$ 2,460.50	185%	\$ (1,130.50)	X
79	PIPE 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,280	\$ 58.50	\$ 133,380.00	2,285.50	-	\$ -	-	2,285.50	\$ 133,701.75	\$ -	\$ 133,701.75	100%	\$ (321.75)	X
80	BEND, 4" MJ 90°	EACH	6	\$ 250.00	\$ 1,500.00	4.00	-	\$ -	-	4.00	\$ 1,000.00	\$ -	\$ 1,000.00	67%	\$ 500.00	X
81	BEND, 6" MJ 90°	EACH	4	\$ 300.00	\$ 1,200.00	5.00	-	\$ -	-	5.00	\$ 1,500.00	\$ -	\$ 1,500.00	125%	\$ (300.00)	X
82	BEND, 8" MJ 90°	EACH	2	\$ 350.00	\$ 700.00	2.00	-	\$ -	-	2.00	\$ 700.00	\$ -	\$ 700.00	100%	\$ -	X
83	TEE, 8" X 6" MJ	EACH	2	\$ 420.00	\$ 840.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 840.00	X
84	TEE, 8" X 8" MJ	EACH	1	\$ 475.00	\$ 475.00	1.00	-	\$ -	-	1.00	\$ 475.00	\$ -	\$ 475.00	100%	\$ -	X
85	TEE, 6" X 6" MJ X SW	EACH	1	\$ 375.00	\$ 375.00	3.00	-	\$ -	-	3.00	\$ 1,125.00	\$ -	\$ 1,125.00	300%	\$ (750.00)	X
86	TEE, 8" X 6" MJ X SW	EACH	6	\$ 415.00	\$ 2,490.00	5.00	-	\$ -	-	5.00	\$ 2,075.00	\$ -	\$ 2,075.00	83%	\$ 415.00	X
87	CROSS, 6" X 6" MJ X MJ	EACH	1	\$ 475.00	\$ 475.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 475.00	X
88	CROSS, 8" X 8" MJ X MJ	EACH	1	\$ 525.00	\$ 525.00	1.00	-	\$ -	-	1.00	\$ 525.00	\$ -	\$ 525.00	100%	\$ -	X
89	REDUCER, 6" X 4" MJ X PE	EACH	1	\$ 300.00	\$ 300.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 300.00	X
90	REDUCER, 8" X 4" MJ X PE	EACH	3	\$ 300.00	\$ 900.00	2.00	-	\$ -	-	2.00	\$ 600.00	\$ -	\$ 600.00	67%	\$ 300.00	X
91	REDUCER, 8" X 6" MJ X PE	EACH	1	\$ 300.00	\$ 300.00	3.00	-	\$ -	-	3.00	\$ 900.00	\$ -	\$ 900.00	300%	\$ (600.00)	X
92	SLEEVE, 4" X 12" SOLID	EACH	1	\$ 300.00	\$ 300.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 300.00	X
93	SLEEVE, 6" X 12" SOLID	EACH	1	\$ 325.00	\$ 325.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 325.00	X
94	SLEEVE, 8" X 12" SOLID	EACH	1	\$ 400.00	\$ 400.00	1.00	-	\$ -	-	1.00	\$ 400.00	\$ -	\$ 400.00	100%	\$ -	X
95	VALVE, 6" MJ GATE W/ BOX	EACH	1	\$ 1,850.00	\$ 1,850.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 1,850.00	X
96	VALVE, 8" MJ GATE W/ BOX	EACH	7	\$ 2,100.00	\$ 14,700.00	10.00	-	\$ -	-	10.00	\$ 21,000.00	\$ -	\$ 21,000.00	143%	\$ (6,300.00)	X
97	CAP, 4" MJ	EACH	4	\$ 275.00	\$ 1,100.00	2.00	-	\$ -	-	2.00	\$ 550.00	\$ -	\$ 550.00	50%	\$ 550.00	X
98	CAP, 6" MJ	EACH	3	\$ 300.00	\$ 900.00	5.00	-	\$ -	-	5.00	\$ 1,500.00	\$ -	\$ 1,500.00	167%	\$ (600.00)	X
99	HYDRANT ASSEMBLY	EACH	7	\$ 5,000.00	\$ 35,000.00	7.00	-	\$ -	-	7.00	\$ 35,000.00	\$ -	\$ 35,000.00	100%	\$ -	X
100	REMOVE HYDRANT ASSEMBLY	EACH	5	\$ 1,275.00	\$ 6,375.00	5.00	-	\$ -	-	5.00	\$ 6,375.00	\$ -	\$ 6,375.00	100%	\$ -	X
101	MECHANICAL JOINT RESTRAINT, 4"	EACH	15	\$ 125.00	\$ 1,875.00	12.00	-	\$ -	-	12.00	\$ 1,500.00	\$ -	\$ 1,500.00	80%	\$ 375.00	X
102	MECHANICAL JOINT RESTRAINT, 6"	EACH	11	\$ 125.00	\$ 1,375.00	16.00	-	\$ -	-	16.00	\$ 2,000.00	\$ -	\$ 2,000.00	145%	\$ (625.00)	X
103	MECHANICAL JOINT RESTRAINT, 8"	EACH	24	\$ 135.00	\$ 3,240.00	50.00	-	\$ -	-	50.00	\$ 6,750.00	\$ -	\$ 6,750.00	208%	\$ (3,510.00)	X
104	JOINT RESTRAINT GASKET, 4"	EACH	1	\$ 175.00	\$ 175.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 175.00	X
105	JOINT RESTRAINT GASKET, 6"	EACH	4	\$ 200.00	\$ 800.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 800.00	X
106	JOINT RESTRAINT GASKET, 8"	EACH	19	\$ 215.00	\$ 4,085.00	24.00	-	\$ -	-	24.00	\$ 5,160.00	\$ -	\$ 5,160.00	126%	\$ (1,075.00)	X
107	SERVICE SHORTSIDE, 3/4"	EACH	21	\$ 1,500.00	\$ 31,500.00	21.00	-	\$ -	-	21.00	\$ 31,500.00	\$ -	\$ 31,500.00	100%	\$ -	X
108	SERVICE LONGSIDE, 3/4"	EACH	20	\$ 1,850.00	\$ 37,000.00	19.00	-	\$ -	-	19.00	\$ 35,150.00	\$ -	\$ 35,150.00	95%	\$ 1,850.00	X
109	6" NITRILE GASKETS	EACH	3	\$ 125.00	\$ 375.00	-	-	\$ -	-	-	\$ -	\$ -	\$ -	0%	\$ 375.00	X
110	8" NITRILE GASKETS	EACH	68	\$ 150.00	\$ 10,200.00	47.00	-	\$ -	-	47.00	\$ 7,050.00	\$ -	\$ 7,050.00	69%	\$ 3,150.00	X
111	CASTING/CHIMNEY REPLACEMENT PCC MANHOLE IN PAVEMENT	EACH	12	\$ 2,100.00	\$ 25,200.00	12.00	-	\$ -	-	12.00	\$ 25,200.00	\$ -	\$ 25,200.00	100%	\$ -	X
112	FOAMED ASPHALT BINDER 52-345	TON	78	\$ 494.00	\$ 38,532.00	53.18	-	\$ -	-	53.18	\$ 26,270.92	\$ -	\$ 26,270.92	68%	\$ 12,261.08	X
113	COLD-IN-PLACE RECYCLED ASPHALT PAVEMENT, 5"	S.Y.	14,134	\$ 3.95	\$ 55,829.30	14,134.00	-	\$ -	-	14,134.00	\$ 55,829.30	\$ -	\$ 55,829.30	100%	\$ -	X
114	APRON, CONCRETE 30" (TYPE 2)	EACH	2	\$ 2,400.00	\$ 4,800.00	2.00	-	\$ -	-	2.00	\$ 4,800.00	\$ -	\$ 4,800.00	100%	\$ -	X
115	REVTMENT STONE, CLASS "E"	TONS	20	\$ 60.00	\$ 1,200.00	22.15	-	\$ -	-	22.15	\$ 1,329.00	\$ -	\$ 1,329.00	111%	\$ (129.00)	X
116	PIPE LINING, 30" RCP STORM SEWER	L.S.	1	\$ 95,000.00	\$ 95,000.00	1.00	-	\$ -	-	1.00	\$ 95,000.00	\$ -	\$ 95,000.00	100%	\$ -	X
117	3000 LB. PCC MIX	C.Y.	15	\$ 520.00	\$ 7,800.00	27.00	-	\$ -	-	27.00	\$ 14,040.00	\$ -	\$ 14,040.00	180%	\$ (6,240.00)	X
118	MOBILIZATION	L.S.	1	\$ 200,000.00	\$ 200,000.00	1.00	-	\$ -	-	1.00	\$ 200,000.00	\$ -	\$ 200,000.00	100%	\$ -	X
8000	Pilot Cars on Union (EWO #1)	LS	1	\$ 4,070.00	\$ 4,070.00	1.00	-	\$ -	-	1.00	\$ 4,070.00	\$ -	\$ 4,070.00	100%	\$ -	X
8001	Water Service Line Upsizing (EWO #2)	LS	1	\$ 4,022.00	\$ 4,022.00	1.00	-	\$ -	-	1.00	\$ 4,022.00	\$ -	\$ 4,022.00	100%	\$ -	X
8002	Seeding and Matting Union Road (EWO #3)	LS	1	\$ 1,666.94	\$ 1,666.94	1.00	-	\$ -	-	1.00	\$ 1,666.94	\$ -	\$ 1,666.94	100%	\$ -	X
<b>Totals</b>						\$ 3,395,099.24			\$ -		\$ 3,506,972.44	\$ -	\$ 3,506,972.44		\$ (111,873.20)	

FUNDING SOURCE BREAKDOWN

2020 Street Construction Project

05/20/22

Item 32.

Project Number: RC-000-3185

Ben Claypool

Contract Completion Date: 12/31/20

Civil Engineer II

A	B	C	D	E	F	J	K	Distribution of Funds					Item Completed
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	SRF	SCF	GO	CFU	Item Completed
1	REMOVAL OF PAVEMENT	S.Y.	10,564	\$ 4.75	\$ 50,179.00	10,679.10	\$ 50,725.73	\$ 50,527.65	\$ -	\$ -	\$ -	\$ 198.08	X
2	REMOVAL OF A.C.C. SURFACING	S.Y.	9,029	\$ 3.65	\$ 32,955.85	9,029.50	\$ 32,957.68	\$ 32,957.68	\$ -	\$ -	\$ -	\$ -	X
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	5,648	\$ 5.25	\$ 29,652.00	5,670.00	\$ 29,767.50	\$ 29,767.50	\$ -	\$ -	\$ -	\$ -	X
4	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1,988	\$ 36.40	\$ 72,363.20	1,675.50	\$ 60,988.20	\$ 60,988.20	\$ -	\$ -	\$ -	\$ -	X
5	REMOVAL OF CURB	L.F.	2,545	\$ 10.00	\$ 25,450.00	2,965.30	\$ 29,653.00	\$ 29,653.00	\$ -	\$ -	\$ -	\$ -	X
6	REMOVAL OF DRIVEWAY	S.Y.	1,628	\$ 4.50	\$ 7,326.00	1,393.90	\$ 6,272.55	\$ 6,272.55	\$ -	\$ -	\$ -	\$ -	X
7	REMOVAL OF SIDEWALK	S.Y.	98	\$ 12.00	\$ 1,176.00	106.00	\$ 1,272.00	\$ 1,272.00	\$ -	\$ -	\$ -	\$ -	X
8	REMOVALS AS PER PLAN	UNITS	72	\$ 500.00	\$ 35,875.00	72.75	\$ 36,375.00	\$ 36,375.00	\$ -	\$ -	\$ -	\$ -	X
9	SAW CUTTING FOR REMOVALS	L.F.	3,844	\$ 6.00	\$ 23,064.00	4,675.00	\$ 28,050.00	\$ 28,050.00	\$ -	\$ -	\$ -	\$ -	X
10	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	4,040	\$ 10.50	\$ 42,420.00	4,122.90	\$ 43,290.45	\$ 43,290.45	\$ -	\$ -	\$ -	\$ -	X
11	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	404	\$ 10.50	\$ 4,242.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X
12	EXCAVATION, CLASS 12, BOULDERS	C.Y.	25	\$ 30.00	\$ 750.00	5.00	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -	\$ -	X
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10,564	\$ 41.45	\$ 437,877.80	10,680.97	\$ 442,726.21	\$ 442,726.21	\$ -	\$ -	\$ -	\$ -	X
14	HMA, (ST), SURF., 1/2", PG58-285	TON	3,890	\$ 113.70	\$ 442,293.00	4,231.99	\$ 481,177.26	\$ 481,177.26	\$ -	\$ -	\$ -	\$ -	X
15	HMA, (ST), BASE, 3/4", PG58-285	TON	1,448	\$ 110.20	\$ 159,569.60	1,445.16	\$ 159,256.63	\$ 159,256.63	\$ -	\$ -	\$ -	\$ -	X
16	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	2,240	\$ 18.20	\$ 40,768.00	2,786.60	\$ 50,716.12	\$ 50,716.12	\$ -	\$ -	\$ -	\$ -	X
17	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	43	\$ 66.00	\$ 2,838.00	102.90	\$ 6,791.40	\$ 6,791.40	\$ -	\$ -	\$ -	\$ -	X
18	CURB, PCC 8 IN. 5.0 FT WIDTH, TYPE "C" CLASS III	L.F.	305	\$ 42.80	\$ 13,054.00	316.60	\$ 13,550.48	\$ 13,550.48	\$ -	\$ -	\$ -	\$ -	X
19	COMPACTION OF SUBGRADE	STA.	26	\$ 250.00	\$ 6,500.00	5.10	\$ 1,275.00	\$ 1,275.00	\$ -	\$ -	\$ -	\$ -	X
20	GEOGRID	S.Y.	10,309	\$ 3.25	\$ 33,504.25	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X
21	MODIFIED SUBBASE, 12 IN.	S.Y.	13,448	\$ 14.00	\$ 188,272.00	12,059.10	\$ 168,827.40	\$ 168,827.40	\$ -	\$ -	\$ -	\$ -	X
22	SURFACING, 1-INCH ROADSTONE	TONS	30	\$ 35.00	\$ 1,050.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X
23	TOPSOIL, FURNISH & SPREAD	C.Y.	922	\$ 22.00	\$ 20,284.00	925.50	\$ 20,361.00	\$ 20,361.00	\$ -	\$ -	\$ -	\$ -	X
24	SOD, PROVIDE AND PLACE	S.F.	47,300	\$ 0.62	\$ 29,326.00	78,408.00	\$ 48,612.96	\$ 48,612.96	\$ -	\$ -	\$ -	\$ -	X
25	HYDRAULIC SEEDING	S.F.	1,000	\$ 0.75	\$ 750.00	10,394.00	\$ 7,795.50	\$ 7,795.50	\$ -	\$ -	\$ -	\$ -	X
26	WATERING SOD	M-GAL	60	\$ 135.00	\$ 8,100.00	48.50	\$ 6,547.50	\$ 6,547.50	\$ -	\$ -	\$ -	\$ -	X
27	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	1,552	\$ 45.75	\$ 71,004.00	1,451.60	\$ 66,410.70	\$ 66,410.70	\$ -	\$ -	\$ -	\$ -	X
28	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	574	\$ 47.00	\$ 26,978.00	601.30	\$ 28,261.10	\$ 28,261.10	\$ -	\$ -	\$ -	\$ -	X
29	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	88	\$ 50.00	\$ 4,400.00	105.40	\$ 5,270.00	\$ 5,270.00	\$ -	\$ -	\$ -	\$ -	X
30	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	38	\$ 50.00	\$ 1,900.00	38.00	\$ 1,900.00	\$ 1,900.00	\$ -	\$ -	\$ -	\$ -	X
31	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	50	\$ 150.00	\$ 7,500.00	41.70	\$ 6,255.00	\$ -	\$ -	\$ -	\$ -	\$ 6,255.00	X
32	PATCH, HMA (ST) SURFACE, 1/2", PG58-285	TONS	50	\$ 155.00	\$ 7,750.00	8.00	\$ 1,240.00	\$ 1,240.00	\$ -	\$ -	\$ -	\$ -	X
33	INTAKE, SW-507	EACH	2	\$ 5,500.00	\$ 11,000.00	1.50	\$ 8,250.00	\$ 8,250.00	\$ -	\$ -	\$ -	\$ -	X
34	INTAKE, SW-509	EACH	1	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	X
35	INTAKE, TYPE B	EACH	2	\$ 5,200.00	\$ 10,400.00	3.00	\$ 15,600.00	\$ 15,600.00	\$ -	\$ -	\$ -	\$ -	X
36	INTAKE, TYPE D	EACH	18	\$ 5,850.00	\$ 105,300.00	18.00	\$ 105,300.00	\$ 105,300.00	\$ -	\$ -	\$ -	\$ -	X
37	INTAKE, TYPE C TOP & INSERT	EACH	4	\$ 3,200.00	\$ 12,800.00	4.00	\$ 12,800.00	\$ 12,800.00	\$ -	\$ -	\$ -	\$ -	X
38	INTAKE, TYPE E TOP & INSERT	EACH	1	\$ 3,700.00	\$ 3,700.00	1.50	\$ 5,550.00	\$ 5,550.00	\$ -	\$ -	\$ -	\$ -	X
39	INTAKE, SINGLE FLAT INSERT	EACH	1	\$ 2,200.00	\$ 2,200.00	5.00	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	X
40	INTAKE, DOUBLE FLAT INSERT	EACH	1	\$ 3,200.00	\$ 3,200.00	2.00	\$ 6,400.00	\$ 6,400.00	\$ -	\$ -	\$ -	\$ -	X
41	INTAKE, TYPE B INSERT	EACH	4	\$ 1,900.00	\$ 7,600.00	4.00	\$ 7,600.00	\$ 7,600.00	\$ -	\$ -	\$ -	\$ -	X
42	INTAKE, TYPE D INSERT	EACH	1	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	X
43	MANHOLE, ADJUSTMENT, MINOR	EACH	16	\$ 1,000.00	\$ 16,000.00	12.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	X
44	MANHOLE, STORM SEWER, SW-401	EACH	2	\$ 4,000.00	\$ 8,000.00	2.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	X
45	MANHOLE, SANITARY SEWER, SW-301	EACH	4	\$ 5,850.00	\$ 23,400.00	2.50	\$ 14,625.00	\$ -	\$ 14,625.00	\$ -	\$ -	\$ -	X
46	SEWER, STORM, 15 IN. HDPE	L.F.	2,190	\$ 54.00	\$ 118,260.00	2,200.00	\$ 118,800.00	\$ 118,800.00	\$ -	\$ -	\$ -	\$ -	X
47	SEWER, STORM, 15 IN. RCP, 2000D	L.F.	84	\$ 57.00	\$ 4,788.00	84.00	\$ 4,788.00	\$ 4,788.00	\$ -	\$ -	\$ -	\$ -	X
48	SEWER, STORM, 18 IN. HDPE	L.F.	406	\$ 60.00	\$ 24,360.00	406.00	\$ 24,360.00	\$ 24,360.00	\$ -	\$ -	\$ -	\$ -	X
49	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	32	\$ 60.00	\$ 1,920.00	32.00	\$ 1,920.00	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -	X
50	SEWER, STORM, 24 IN. HDPE	L.F.	652	\$ 68.00	\$ 44,336.00	662.00	\$ 45,016.00	\$ 45,016.00	\$ -	\$ -	\$ -	\$ -	X
51	SEWER, STORM, 24 IN. R.C.P. 2000D	L.F.	58	\$ 76.00	\$ 4,408.00	58.00	\$ 4,408.00	\$ 4,408.00	\$ -	\$ -	\$ -	\$ -	X
52	SEWER, STORM, 30 IN. HDPE	L.F.	10	\$ 110.00	\$ 1,100.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X
53	GRANULAR SHOULDERING, TYPE A	TONS	942	\$ 28.50	\$ 26,847.00	462.14	\$ 13,170.99	\$ 13,170.99	\$ -	\$ -	\$ -	\$ -	X
54	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2	\$ 500.00	\$ 1,000.00	5.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	X
55	GRANULAR BACKFILL	TONS	1,600	\$ 26.00	\$ 41,600.00	6,717.18	\$ 174,646.68	\$ 1,654.64	\$ 92,045.98	\$ -	\$ -	\$ 80,946.06	X
56	SUBDRAIN, PERFORATED, 6 IN.	L.F.	6,119	\$ 10.00	\$ 61,190.00	4,787.00	\$ 47,870.00	\$ 47,870.00	\$ -	\$ -	\$ -	\$ -	X
57	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	23	\$ 300.00	\$ 6,900.00	13.00	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	X
58	SUBDRAIN, SUMP PUMP TAP	EACH	81	\$ 275.00	\$ 22,275.00	75.00	\$ 20,625.00	\$ 20,625.00	\$ -	\$ -	\$ -	\$ -	X
59	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	30	\$ 20.00	\$ 600.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X
60	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	28	\$ 400.00	\$ 11,200.00	28.00	\$ 11,200.00	\$ 11,200.00	\$ -	\$ -	\$ -	\$ -	X

A		B		C	D	E	F	J	K	Distribution of Funds				Item 32.		
Bid Item	Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	SRF	SCF	GO	Item	Item 32.		
61		TRAFFIC CONTROL	L.S.	1	\$ 62,000.00	\$ 62,000.00	1.00	\$ 62,000.00	\$ 62,000.00	\$ -	\$ -	\$ -	\$ -	X		
62		FLAGGERS	DAYS	10	\$ 1,000.00	\$ 10,000.00	25.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	X		
63		VALVE ADJUSTMENT	EACH	10	\$ 175.00	\$ 1,750.00	6.00	\$ 1,050.00	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	X		
64		SPRINKLER HEADS, REMOVE & PLUG	EACH	5	\$ 75.00	\$ 375.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
65		PAVEMENT MARKINGS, PAINTED	STA.	199	\$ 37.00	\$ 7,363.00	199.00	\$ 7,363.00	\$ 7,363.00	\$ -	\$ -	\$ -	\$ -	X		
66		PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	5	\$ 60.00	\$ 300.00	5.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	X		
67		INTAKE WELL, SEDIMENT FILTER	EACH	21	\$ 200.00	\$ 4,200.00	21.00	\$ 4,200.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -	X		
68		INTAKE, SEDIMENT FILTER	L.F.	396	\$ 14.00	\$ 5,544.00	187.00	\$ 2,618.00	\$ 2,618.00	\$ -	\$ -	\$ -	\$ -	X		
69		CLEANING OF SEDIMENT FILTER BASINS	EACH	21	\$ 85.00	\$ 1,785.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
70		SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	EACH	15	\$ 102.00	\$ 1,530.00	15.00	\$ 1,530.00	\$ 1,530.00	\$ -	\$ -	\$ -	\$ -	X		
71		RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	15	\$ 35.00	\$ 525.00	15.00	\$ 525.00	\$ 525.00	\$ -	\$ -	\$ -	\$ -	X		
72		TYPE A SIGNS, ALUMINUM	EACH	15	\$ 97.00	\$ 1,455.00	15.00	\$ 1,455.00	\$ 1,455.00	\$ -	\$ -	\$ -	\$ -	X		
73		STREET SWEEPING	HRS.	31	\$ 175.00	\$ 5,425.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
74		BASE, CLEANING AND PREPARATION	S.Y.	31,842	\$ 1.15	\$ 36,618.30	31,840.00	\$ 36,616.00	\$ 36,616.00	\$ -	\$ -	\$ -	\$ -	X		
75		SEWER, SANITARY, 12" TRUSS PIPE	L.F.	1,254	\$ 62.00	\$ 77,748.00	1,254.00	\$ 77,748.00	\$ -	\$ 77,748.00	\$ -	\$ -	\$ -	X		
76		SEWER SERVICES SANITARY, 4" SDR 23.5	L.F.	440	\$ 65.00	\$ 28,600.00	440.00	\$ 28,600.00	\$ -	\$ 28,600.00	\$ -	\$ -	\$ -	X		
77		PIPE, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40	\$ 56.00	\$ 2,240.00	6.00	\$ 336.00	\$ -	\$ -	\$ -	\$ -	\$ 336.00	X		
78		PIPE, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20	\$ 66.50	\$ 1,330.00	37.00	\$ 2,460.50	\$ -	\$ -	\$ -	\$ -	\$ 2,460.50	X		
79		PIPE 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,280	\$ 58.50	\$ 133,380.00	2,285.50	\$ 133,701.75	\$ -	\$ -	\$ -	\$ -	\$ 133,701.75	X		
80		BEND, 4" MJ 90°	EACH	6	\$ 250.00	\$ 1,500.00	4.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	X		
81		BEND, 6" MJ 90°	EACH	4	\$ 300.00	\$ 1,200.00	5.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	X		
82		BEND, 8" MJ 90°	EACH	2	\$ 350.00	\$ 700.00	2.00	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ 700.00	X		
83		TEE, 8" X 6" MJ	EACH	2	\$ 420.00	\$ 840.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
84		TEE, 8" X 8" MJ	EACH	1	\$ 475.00	\$ 475.00	1.00	\$ 475.00	\$ -	\$ -	\$ -	\$ -	\$ 475.00	X		
85		TEE, 6" X 6" MJ X SW	EACH	1	\$ 375.00	\$ 375.00	3.00	\$ 1,125.00	\$ -	\$ -	\$ -	\$ -	\$ 1,125.00	X		
86		TEE, 8" X 6" MJ X SW	EACH	6	\$ 415.00	\$ 2,490.00	5.00	\$ 2,075.00	\$ -	\$ -	\$ -	\$ -	\$ 2,075.00	X		
87		CROSS, 6" X 6" MJ X MJ	EACH	1	\$ 475.00	\$ 475.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
88		CROSS, 8" X 8" MJ X MJ	EACH	1	\$ 525.00	\$ 525.00	1.00	\$ 525.00	\$ -	\$ -	\$ -	\$ -	\$ 525.00	X		
89		REDUCER, 6" X 4" MJ X PE	EACH	1	\$ 300.00	\$ 300.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
90		REDUCER, 8" X 4" MJ X PE	EACH	3	\$ 300.00	\$ 900.00	2.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00	X		
91		REDUCER, 8" X 6" MJ X PE	EACH	1	\$ 300.00	\$ 300.00	3.00	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ 900.00	X		
92		SLEEVE, 4" X 12" SOLID	EACH	1	\$ 300.00	\$ 300.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
93		SLEEVE, 6" X 12" SOLID	EACH	1	\$ 325.00	\$ 325.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
94		SLEEVE, 8" X 12" SOLID	EACH	1	\$ 400.00	\$ 400.00	1.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ 400.00	X		
95		VALVE, 6" MJ GATE W/ BOX	EACH	1	\$ 1,850.00	\$ 1,850.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
96		VALVE, 8" MJ GATE W/ BOX	EACH	7	\$ 2,100.00	\$ 14,700.00	10.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00	X		
97		CAP, 4" MJ	EACH	4	\$ 275.00	\$ 1,100.00	2.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ 550.00	X		
98		CAP, 6" MJ	EACH	3	\$ 300.00	\$ 900.00	5.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	X		
99		HYDRANT ASSEMBLY	EACH	7	\$ 5,000.00	\$ 35,000.00	7.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	X		
100		REMOVE HYDRANT ASSEMBLY	EACH	5	\$ 1,275.00	\$ 6,375.00	5.00	\$ 6,375.00	\$ -	\$ -	\$ -	\$ -	\$ 6,375.00	X		
101		MECHANICAL JOINT RESTRAINT, 4"	EACH	15	\$ 125.00	\$ 1,875.00	12.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	X		
102		MECHANICAL JOINT RESTRAINT, 6"	EACH	11	\$ 125.00	\$ 1,375.00	16.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	X		
103		MECHANICAL JOINT RESTRAINT, 8"	EACH	24	\$ 135.00	\$ 3,240.00	50.00	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ 6,750.00	X		
104		JOINT RESTRAINT GASKET, 4"	EACH	1	\$ 175.00	\$ 175.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
105		JOINT RESTRAINT GASKET, 6"	EACH	4	\$ 200.00	\$ 800.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
106		JOINT RESTRAINT GASKET, 8"	EACH	19	\$ 215.00	\$ 4,085.00	24.00	\$ 5,160.00	\$ -	\$ -	\$ -	\$ -	\$ 5,160.00	X		
107		SERVICE SHORTSIDE, 3/4"	EACH	21	\$ 1,500.00	\$ 31,500.00	21.00	\$ 31,500.00	\$ -	\$ -	\$ -	\$ -	\$ 31,500.00	X		
108		SERVICE, LONGSIDE, 3/4"	EACH	20	\$ 1,850.00	\$ 37,000.00	19.00	\$ 35,150.00	\$ -	\$ -	\$ -	\$ -	\$ 35,150.00	X		
109		6" NITRILE GASKETS	EACH	3	\$ 125.00	\$ 375.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	X		
110		8" NITRILE GASKETS	EACH	68	\$ 150.00	\$ 10,200.00	47.00	\$ 7,050.00	\$ -	\$ -	\$ -	\$ -	\$ 7,050.00	X		
111		CASTING/CHIMNEY REPLACEMENT PCC MANHOLE IN PAVEMENT	EACH	12	\$ 2,100.00	\$ 25,200.00	12.00	\$ 25,200.00	\$ 25,200.00	\$ -	\$ -	\$ -	\$ -	X		
112		FOAMED ASPHALT BINDER 52-34S	TON	78	\$ 494.00	\$ 38,532.00	53.18	\$ 26,270.92	\$ 26,270.92	\$ -	\$ -	\$ -	\$ -	X		
113		COLD-IN-PLACE RECYCLED ASPHALT PAVEMENT, 5"	S.Y.	14,134	\$ 3.95	\$ 55,829.30	14,134.00	\$ 55,829.30	\$ 55,829.30	\$ -	\$ -	\$ -	\$ -	X		
114		APRON, CONCRETE 30" (TYPE 2)	EACH	2	\$ 2,400.00	\$ 4,800.00	2.00	\$ 4,800.00	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	X		
115		REVTMENT STONE, CLASS "E"	TONS	20	\$ 60.00	\$ 1,200.00	22.15	\$ 1,329.00	\$ 1,329.00	\$ -	\$ -	\$ -	\$ -	X		
116		PIPE LINING, 30" RCP STORM SEWER	L.S.	1	\$ 95,000.00	\$ 95,000.00	1.00	\$ 95,000.00	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	X		
117		3000 LB, PCC MIX	C.Y.	15	\$ 520.00	\$ 7,800.00	27.00	\$ 14,040.00	\$ 14,040.00	\$ -	\$ -	\$ -	\$ -	X		
118		MOBILIZATION	L.S.	1	\$ 200,000.00	\$ 200,000.00	1.00	\$ 200,000.00	\$ 45,736.94	\$ -	\$ 94,263.06	\$ 60,000.00	\$ -	X		
8000		Pilot Cars on Union (EWO #1)	LS	1	\$ 4,070.00	\$ 4,070.00	1.00	\$ 4,070.00	\$ -	\$ -	\$ 4,070.00	\$ -	\$ -	X		
8001		Water Service Line Upsizing (EWO #2)	LS	1	\$ 4,022.00	\$ 4,022.00	1.00	\$ 4,022.00	\$ -	\$ -	\$ -	\$ -	\$ 4,022.00	X		
8002		Seeding and Matting Union Road (EWO #3)	LS	1	\$ 1,666.94	\$ 1,666.94	1.00	\$ 1,666.94	\$ -	\$ -	\$ 1,666.94	\$ -	\$ -	X		
8003		Terracon & Questcon Invoices	LS	1	\$ 3,660.10	\$ 3,660.10	1.00	\$ 3,660.10	\$ 3,660.10	\$ -	\$ -	\$ -	\$ -	X		
8004		Liquidated Damages	DAYS	63	\$ (1,000.00)	\$ (63,000.00)	63.00	\$ (63,000.00)	\$ (63,000.00)	\$ -	\$ -	\$ -	\$ -	X		
						<b>Totals</b>		\$ 3,335,759.34		\$ 3,447,632.54	\$ 2,671,859.17	\$ 225,018.98	\$ 100,000.00	\$ 60,000.00	\$ 390,750.00	<b>318</b>

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 107205492

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Three Hundred Eighty Five Thousand Three Hundred Forty and 30/100 (\$ 3,385,340.30), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2020, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2020 Street Construction Project  
Paving/ Subdrainage  
Project RC-000-3185**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. RC-000-3185

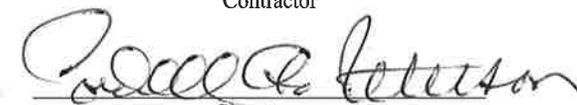
Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Surety Countersigned By:

**PRINCIPAL:**

Not required  
Signature of Agent

Peterson Contractors, Inc.  
Contractor

By:   
Signature  
president  
Title

Printed Name of Agent

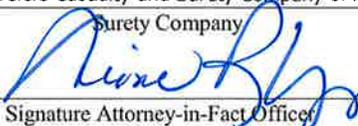
Company Name

**SURETY:**

Company Address

Travelers Casualty and Surety Company of America  
Surety Company

City, State, Zip Code

By:   
Signature Attorney-in-Fact Officer

Company Telephone Number

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent  
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

**FORM APPROVED BY:**

Waukee, IA 50263  
City, State, Zip Code

Attorney for Owner

(515) 223-6800  
Company Telephone Number

**NOTE:**

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

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

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

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

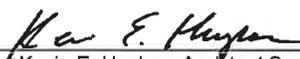
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020



  
Kevin E. Hughes, Assistant Secretary

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

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

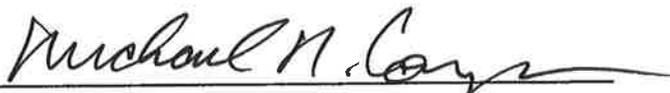
2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Utility Equipment Co

Date: DECEMBER 31, 2020

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



Lienor or Claimant MICHAEL R CORYM, PRESIDENT

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

DECEMBER 31, 2020

Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction

in the City of Cedar Falls, Iowa

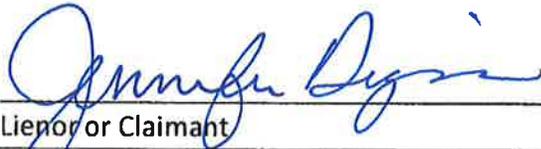
And furnished in the execution and fulfillment of contract between said contractor and

Midstates Precast Products

Date:

3-12-21

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



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

3-12-21

Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Bentons Ready Mixed Concrete

Date: 12-31-20

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

*Cemler Benton*

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

\_\_\_\_\_  
Position or Title of Lienor with Subcontractor/Supplier Company:

12-31-20

\_\_\_\_\_  
Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

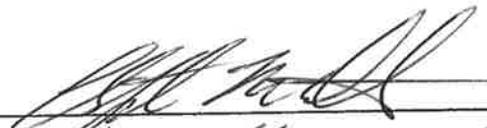
2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

BMC Aggregates LC

Date: 1/4/2021

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

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

1/4/2021  
Date Signed

### RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Bob Walters Son Trucking

Date: 1-4-2021

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

Barbara Walters owner Bob Walters + Son Trucking, Inc.  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1-4-2021  
Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Leymaster Tile LLC

Date: 12.31.20

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

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

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

12.31.20  
\_\_\_\_\_  
Date Signed

### RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Northern IA Construction Products

Date: 1-4-20

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

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

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

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

### RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Talaska Trucking

Date: 1/12/21

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



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/12/21  
Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Municipal Pipe Tool Co LLC

Date: 4/27/2022

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

*Sharon Waschkat*

Sharon Waschkat

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

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

4/27/2022  
\_\_\_\_\_  
Date Signed

**RELEASE AND WAIVER OF LIEN**

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Service Signing LC

Date: April 27, 2022

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

*Cristi Hagador* Office Manager  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

April 27, 2022  
Date Signed

**RELEASE AND WAIVER OF LIEN**

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Owen Contracting Inc. (Formerly Cunningham Construction Co)

Date: 4/27/22

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

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

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

4/27/22  
\_\_\_\_\_  
Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

K Cunningham Construction Co

Contractor

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

Cedar Falls Street Construction 2020

And furnished in the execution and fulfillment of contract between  
Said Contractor and

Benton's Ready Mix

Subcontractor/Supplier

Dated: 10-21-20

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



Lienor or Claimant

10-21-20

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

K Cunningham Construction Co

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Cedar Falls Street Construction 2020

And furnished in the execution and fulfillment of contract between Said Contractor and

Logan Contractor's Supply

Subcontractor/Supplier

Dated: October 22, 2020

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

Julie Kroll

Lienor or Claimant

Julie Kroll, CFO

October 22, 2020

Date Signed

INV# P20392

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Matthias Landscaping Co

Date: 4-27-22

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



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

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

4-27-22  
\_\_\_\_\_  
Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

**WAIVER OF MECHANIC'S LIEN**

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

**Cedar Falls Street Reconstruction**

Cedar Falls IA

**General Contractor:**

Peterson Contractors Inc

104 Blackhawk St

Reinbeck, IA 50669

In Black Hawk Country, Iowa,

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

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

COMPANY: Oleson Sod Co

2508 Hearst Rd

Cedar Falls, IA 50613

BY: Jack Oleson

Title: Pres.

### RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Aspro Inc

Date: 4-27-2022

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



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

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

4-27-2022  
\_\_\_\_\_  
Date Signed

WAIVER OF MECHANIC'S LIEN

STATE OF IOWA Black Hawk COUNTY, ss.

CEDAR FALLS, IOWA, \_\_\_\_\_, 2020

I/we, the undersigned, have been employed by ASPRO, INC. to furnish labor and/or materials for the construction, repair, reconstruction or improvements to the job known as N/A Street, in the city of Cedar Falls, Iowa, and situated on real estate described as follows:

2020 STREET CONSTRUCTION  
CEDAR FALLS, IOWA  
RC-000-3185

in Black Hawk County, Iowa.

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

Executed at Waterloo, Iowa, this 06 day of November, 2020.

UTILITY EQUIPMENT COMPANY

by: Brian Hagen

**WAIVER OF MECHANIC'S LIEN**

Form 115-A

STATE OF IOWA Black Hawk COUNTY, ss.

CEDAR FALLS, IOWA, \_\_\_\_\_, 2020

I/we, the undersigned, have been employed by ASPRO, INC. to furnish labor and/or materials for the construction, repair, reconstruction or improvements to the job known as N/A Street, in the city of Cedar Falls, Iowa, and situated on real estate described as follows:

2020 STREET CONSTRUCTION  
CEDAR FALLS, IOWA  
RC-000-3185

in Black Hawk County, Iowa.

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

Executed at Des Moines, Iowa, this 6 day of November, 2020.

BITUMINOUS MATERIALS & SUPPLY CO, LP

Steve Rooney  
by: Steve Rooney

WAIVER OF MECHANIC'S LIEN

Form 115-A

STATE OF IOWA Black Hawk COUNTY, ss.

CEDAR FALLS, IOWA, December 15, 2020

I/we, the undersigned, have been employed by ASPRO, INC. to furnish labor and/or materials for the construction, repair, reconstruction or improvements to the job known as N/A Street, in the city of Cedar Falls, Iowa, and situated on real estate described as follows:

2020 STREET CONSTRUCTION  
CEDAR FALLS, IOWA  
RC-000-3185

in Black Hawk County, Iowa.

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

Executed at Middletown, <sup>WI</sup> Iowa, this 15<sup>th</sup> day of December, 2020.

W K CONSTRUCTION

William Kohl

by: President

**WAIVER OF MECHANIC'S LIEN**

STATE OF IOWA Black Hawk COUNTY, ss.

CEDAR FALLS, IOWA, \_\_\_\_\_, 2020

I/we, the undersigned, have been employed by ASPRO, INC. to furnish labor and/or materials for the construction, repair, reconstruction or improvements to the job known as N/A Street, in the city of Cedar Falls, Iowa, and situated on real estate described as follows:

2020 STREET CONSTRUCTION  
CEDAR FALLS, IOWA  
RC-000-3185

in Black Hawk County, Iowa.

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

Executed at Waterloo, Iowa, this 16 day of November, 2020.

UTILITY EQUIPMENT COMPANY

by: Brian Hagen

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Bowers Masonry, Inc.

Date:

4-27-22

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



Lienor or Claimant

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

4-27-22

Date Signed

## RELEASE AND WAIVER OF LIEN

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

Bowers Masonry, Inc.

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

2020 Cedar Falls Street Reconstruction Project

in the City of Cedar Falls, Iowa

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

Bentons Ready Mixed Concrete

Date:

Date 11-9-20

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

*Candler Benton*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company

11-9-20  
Date Signed

### RELEASE AND WAIVER OF LIEN

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

Bowers Masonry, Inc.

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

2020 Cedar Falls Street Reconstruction Project  
in the City of Cedar Falls, Iowa

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

Stetson Building Products LLC,

Date: Date 11-9-20

\$ 15,018.70

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

*Michelle Mohr*

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company

11/11/2020  
Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Meli LLC

Date: 02-10-21

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

SMETA MEKANOVIC

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

02-10-21  
Date Signed

RELEASE BY CLAIMANTS

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

Meli Inc

CONTRACTOR

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

2020 Cedar Falls Street Construction

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

Mility Equipment  
OWNER

Dated APRIL 28, 2022  
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Thomas C. Coryn  
LIENOR OR CLAIMANT  
THOMAS C CORYN, V. PRESIDENT

APRIL 28, 2022  
DATE SIGNED

RELEASE BY CLAIMANTS

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

Meli LLC

\_\_\_\_\_  
CONTRACTOR

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

2020 Cedar Falls Street Construction

\_\_\_\_\_

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

Stebons Building Products  
OWNER

Dated \_\_\_\_\_  
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Wilde Jay MSJ  
LIENOR OR CLAIMANT

28 April 2022  
DATE SIGNED

RELEASE BY CLAIMANTS

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

Meli LLC

CONTRACTOR

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

2020 Cedar Falls Street Construction

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

Bentons Ready Mixed  
OWNER

Dated \_\_\_\_\_ do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Candler Benton  
LIENOR OR CLAIMANT

4-28-22  
DATE SIGNED



RECEIVED  
FEB 25 2021

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

DAVE SCHMITT CONSTRUCTION CO., INC.

Contractor

Dated: 2/8/21

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

2020 CEDAR FALLS STREET RECONSTRUCTION

And furnished in the execution and fulfillment of contract between  
Said Contractor and

BMC AGGREGATES L.C.

Subcontractor/Supplier

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

Julie Koch, Assistant Secretary  
Lienor or Claimant

2-23-21

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

RECEIVED  
FEB 22 2021

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

DAVE SCHMITT CONSTRUCTION CO., INC.

Contractor

Dated: 2/8/21

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

2020 CEDAR FALLS STREET RECONSTRUCTION

And furnished in the execution and fulfillment of contract between  
Said Contractor and

BENTON'S REDY MIXED CONCRETE

Subcontractor/Supplier

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

  
\_\_\_\_\_

Lienor or Claimant

2/18/21

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

RECEIVED  
FEB 26 2021

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

DAVE SCHMITT CONSTRUCTION CO., INC.

Contractor

Dated: 2/8/21

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

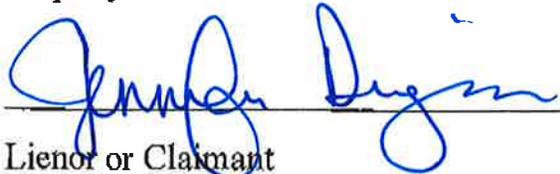
2020 CEDAR FALLS STREET RECONSTRUCTION

And furnished in the execution and fulfillment of contract between  
Said Contractor and

MIDSTATES PRECAST PRODUCTS

Subcontractor/Supplier

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

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

2-17-21

Date Signed

FINAL LIEN WAIVER  
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,  
Materials, supplies, or equipment supplied to:

DAVE SCHMITT CONSTRUCTION CO., INC.

Contractor

Dated: 2/8/21

Or to any subcontractor/supplier, in the construction or repair of the  
Improvements upon the property located at:

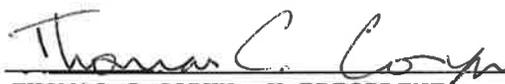
2020 CEDAR FALLS STREET RECONSTRUCTION

And furnished in the execution and fulfillment of contract between  
Said Contractor and

UTILITY EQUIPMENT CO.

Subcontractor/Supplier

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

  
\_\_\_\_\_  
THOMAS C CORYN, V. PRESIDENT  
Lienor or Claimant

JANUARY 8, 2021

Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction

in the City of Cedar Falls, Iowa

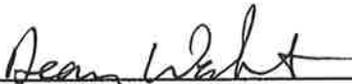
And furnished in the execution and fulfillment of contract between said contractor and

Laser Line Striping & Sweeping

Date:

4/28/22

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



Liener or Claimant

Position or Title of Liener with Subcontractor/Supplier Company: *Owner*

4/28/22

Date Signed

## RELEASE AND WAIVER OF LIEN

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

Peterson Contractors, Inc.

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

2020 Cedar Falls Street Construction  
in the City of Cedar Falls, Iowa

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

Dave Gardner Construction

Date: 7/3/2020

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

Dave Gardner  
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

4/8/2021  
Date Signed

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
***Engineering Division***

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

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** May 25, 2022

**SUBJECT:** 2022 Alley Reconstruction Project  
City Project Number: RC-000-3268  
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 2022 Alley Reconstruction Project.

This project consists the reconstruction of six (6) alleys, three (3) of which are concrete and three (3) are permeable alleys. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb & gutter; subdrain; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete, asphalt or gravel driveway replacement.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Owen Contracting, Inc. for the construction of the 2022 Alley Reconstruction Project.

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

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

## FORM OF CONTRACT

This Contract entered into in 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, Iowa, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2022 ALLEY RECONSTRUCTION PROJECT, Project No. RC-000-3268 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 6<sup>th</sup> day of June 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. RC-000-3268 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. Bidder 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. 54242712

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 Five hundred eight thousand one hundred thirty three and 06/100ths (\$ 508,133.06), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

**2022 Alley Reconstruction Project  
Paving / Pavers / Storm Sewer  
Project RC-000-3268**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. RC-000-3268

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

Surety Countersigned By:

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

\_\_\_\_\_  
Printed Name of Agent

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

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

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

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

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

Owen Contracting, Inc.  
Contractor

By:   
Signature  
President  
Title

**SURETY:**

United Fire & Casualty Company  
Surety Company

By:   
Signature Attorney-in-Fact Officer

Joseph I. Schmit  
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC  
Company Name

4200 University Ave, Suite 200  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code

515-244-0166  
Company Telephone Number

**NOTE:**

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



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 Dep  
 118 Second  
 Cedar Rapids, IA 52401 Item 33.

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, LORIS 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE: 05 Item 33

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

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

<b>PRODUCER</b> The Sinnott Agency, Inc. 622 W 4th St., PO Box 1918 Waterloo, IA 50704 Steven Sinnott	319-233-6103	<b>CONTACT NAME:</b> Janan Timmer <b>PHONE (A/C, No, Ext):</b> 319-233-6103 <b>E-MAIL ADDRESS:</b> janant@sinnottagency.com <b>FAX (A/C, No):</b> 319-234-8133																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Continental Western Group</td> <td>10804</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Continental Western Group	10804	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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<b>INSURED</b> OWEN CONTRACTING, INC. 1325 RAIL WAY CEDAR FALLS, IA 50613																						

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPA3220313-23	04/20/2022	04/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPA3220313-23	04/20/2022	04/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CPA3220313-23	04/20/2022	04/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA3220314-23	04/20/2022	04/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$ 500,000 E. L. DISEASE - EA EMPLOYEE \$ 500,000 E. L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> LEASED/RENTED EQUIPMENT			CPA3220313-23	04/20/2022	04/20/2023	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**WHEN REQUIRED IN WRITTEN CONTRACT. SEE 2ND PAGE.**

**PROJECT: 2022 ALLEY CONSTRUCTION, PROJECT NO. RC-000-3268**

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

**NOTEPAD:**

HOLDER CODE CITYOCF  
INSURED'S NAME OWEN CONTRACTING, INC.

OWENC-1  
OP ID: JT

PA  
Date 05/19 Item 33.

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.  
GOVERNMENTAL IMMUNITITES ENDORSEMENT INCLUDED PER CW3358 10/11.  
GENERAL LIABILITY WAIVER OF SUBROGATION PER CLCG00492 10/18.  
30 DAY CANCELLATION NOTICE PER CLIL0012 11/10.

PROJECT: 2022 ALLEY CONSTRUCTION, PROJECT NO. RC-000-3268

**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:**

<p>City of Cedar Falls 220 Clay St Cedar Falls, IA 50613</p>
--

**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.

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

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
<b>A.</b>	Miscellaneous Additional Insureds	Included
<b>B.</b>	Expected Or Intended Injury Or Damage	Included
<b>C.</b>	Knowledge Of Occurrence	Included
<b>D.</b>	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
<b>E.</b>	Medical Payments	See Declarations
<b>F.</b>	Mobile Equipment Redefined	Included
<b>G.</b>	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
<b>H.</b>	Who Is An Insured – Amendment	Included
<b>I.</b>	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
<b>J.</b>	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
<b>K.</b>	Unintentional Omission Or Unintentional Error In Disclosure	Included
<b>L.</b>	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
<b>M.</b>	Liberalization Clause	Included
<b>N.</b>	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 INSURED**

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 OR 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

1. 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":
- The "Each Occurrence Limit" shown in the Declarations does not apply.
  - Paragraph 7. Of **Section III - Limits of Insurance** does not apply.
  - 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:
    - Insureds;
    - Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits".
  - The following are added to **Section III - Limits of Insurance**:
    - Subject to paragraph 2. or 3., whichever applies, the most we will pay for the sum of:
      - Damages under **Coverage A**; and
      - 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:

- Paragraph 9.c. is deleted in its entirety and replaced with the following:  
Any easement or license agreement;
- 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**:

- We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:
  - Personal property of others while in the care, custody and control of the insured; or
  - 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.
- 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.
- 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".
- A deductible of \$500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.
- 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**

<b>Paragraph No.</b>	<b>Name Of Extension</b>	<b>Limit or Included</b>
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 INSURED**

**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 INSURED**, 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

Premium

Insurance Company:  
Union Insurance Company

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.

POLICY NUMBER: CPA 3220313 - 23

COMMERCIAL LIABILITY UMBRELLA  
CU 24 78 11 16**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  
2022 ALLEY RECONSTRUCTION PROJECT  
NO. RC-000-3268  
CITY OF CEDAR FALLS, IOWA**

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 2022 ALLEY RECONSTRUCTION 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 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	CLEARING AND GRUBBING	L.S.	1
2	TOPSOIL, FURNISH & SPREAD	C.Y.	196
3	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	1239
4	MODIFIED SUBBASE, 6"	S.Y.	2041
5	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6
6	VALVE EXTENSION	EACH	1
7	7" CURB & GUTTER, P.C.C., 2.5' WIDE	L.F.	368
8	REMOVAL OF DRIVEWAY	S.Y.	390
9	REMOVAL OF SIDEWALK	S.Y.	179
10	SIDEWALK, 6" P.C.C.	S.Y.	179
11	DRIVEWAY, 6" P.C.C.	S.Y.	751
12	DRIVEWAY, GRANULAR, 1" ROADSTONE	S.Y.	116.7
13	REMOVAL OF CURB & GUTTER	L.F.	368
14	ENGINEERING FABRIC	S.Y.	1451
15	SUBDRAIN, 6" PLASTIC PERFORATED	L.F.	933
16	SUBDRAIN, 8" PLASTIC PERFORATED	L.F.	441
17	STORAGE AGGREGATE, 8"	S.Y.	1114
18	FILTER AGGREGATE, 4"	S.Y.	1114
19	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	3318
20	6", P.C.C. PAVEMENT	S.Y.	2789
21	TRAFFIC CONTROL	L.S.	1
22	HYDRAULIC SEEDING	S.F.	10539
23	WATTLE, STRAW, 9"	L.F.	100
24	INLET PROTECTION DEVICE	EACH	2
25	INLET PROTECTION DEVICE MAINTENANCE	EACH	2
26	MOBILIZATION	L.S.	1
27	PATCH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	20
28	INTAKE, SINGLE FLAT	EACH	2
29	INTAKE, SW-512 (CASE 1) WITH SW-604 TYPE 4A CASTING	EACH	1

**TOTAL CONSTRUCTION BASE BID: \$ 508,133.06**

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 (Items 1-29). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. 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-responsive. 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 forty-five (45) calendar days after the bid 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 Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of (10% of the construction base bid) in the form of (a bid bond utilizing the City of Cedar Fall's standard form), is submitted herewith in accordance with the Instructions to Bidders.

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

The Bidder has received the following Addendum or Addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
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.C.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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** May 26, 2022

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Dupaco CCU, 126 Brandilynn Blvd, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Dupaco CCU, 126 Brandilynn Blvd, Cedar Falls, IA and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Chris Helle, Facilities Manager, Dupaco CCU, Po Box 179, Dubuque, IA 52004

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **Dupaco Community Credit Union**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

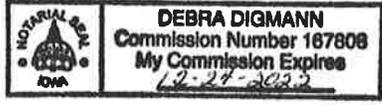
IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): Chris Helle  
Printed Name: Chris Helle  
Title: Facilities Manager

STATE OF Iowa )  
 ) SS  
COUNTY OF Dubuque )

This instrument was acknowledged before me on the 10<sup>th</sup> day of May,  
2022 by Chris Helle as Facilities Manager of Dupaco  
(Printed Name) (Title)

*Community Credit Union*



Debra Digmann  
Notary Public in and for the State of Iowa

**City of Cedar Falls, Iowa**

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

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2022 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

## Exhibit A

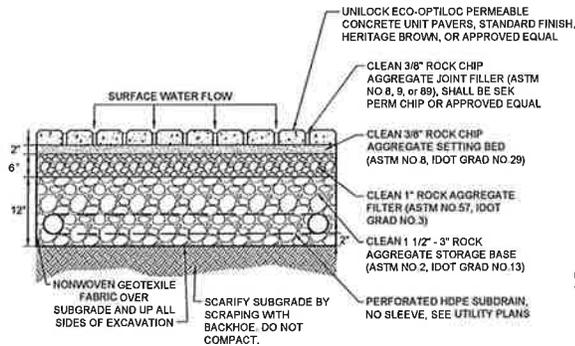
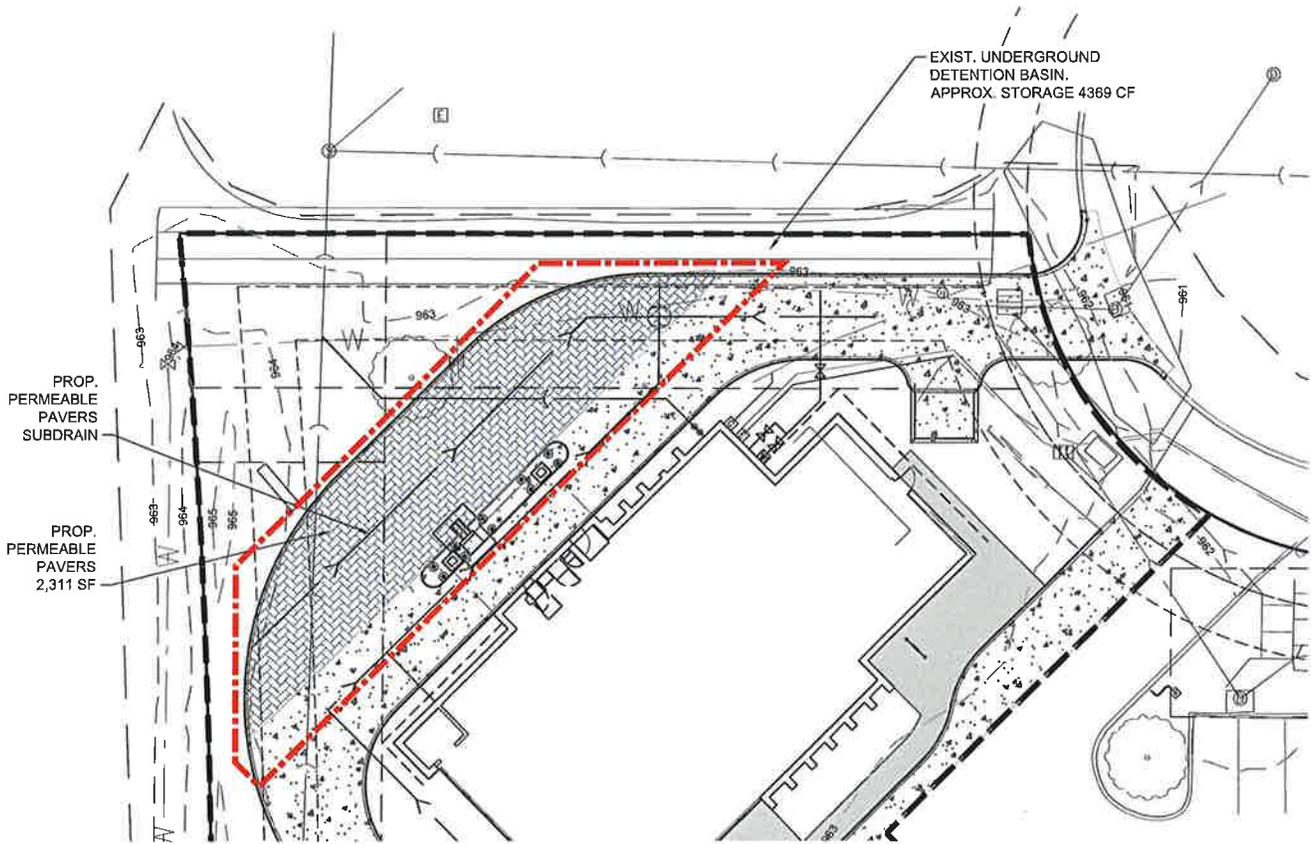
### Legal Description

Lot 1, T&L Plaza, a Replat of Lot 1, Blain's Corner, Cedar Falls, Black Hawk County, Iowa, except that part conveyed to State of Iowa in Doc, #2018-13060 and except that part conveyed to City of Cedar Falls in Doc #2018-13061.

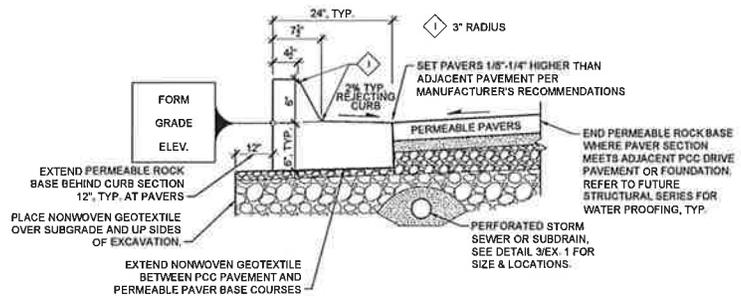
# Exhibit B

## Stormwater Management Facilities

A permeable paver section on the northwest corner of the lot has been set up to provide water quality for the newly built portion of this site. All collected water of the newly installed building, parking area, and drive through will be collected and filtered by the permeable pavers and then released into the existing underground detention facility located partly under the north property line of this site.



1 PERMEABLE PAVERS SECTION - PER SUDAS 7080.101  
NOT TO SCALE



2 6" CURB & GUTTER SECTION WITH PAVERS - PER SUDAS SECTION 7080.101  
NOT TO SCALE

## Exhibit C

## Underground Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows:  
Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The surface of the underground detention basin</i></b>	The permeable brick pavers are clogged with sediment and not collecting water.	Restore the paver joints to allow proper functioning of the permeable paver system.
	Vegetation is present.	Remove vegetation from permeable paver joints.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**OWNER/LEGAL ENTITY:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**INITIAL DATE OF OPERATION:** \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS





## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

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

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** May 27, 2022

**SUBJECT:** 2022 University Avenue Bio Cells  
 City Project Number: ST-115-3147  
 Request for PS&E Approval

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

We recommend setting Monday, June 20, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, June 24, 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 10, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, June 10, 2022, allowing for two (2) weeks of review before contract letting.

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 funded by Dry Run Creek Watershed Improvement Project Funds and Storm Water Fund.

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

PLAN SET NO.

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

## PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2022 UNIVERSITY AVENUE BIO CELLS

PROJECT NO. ST-115-3147  
PREPARED BY THE CITY ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF CEDAR FALLS, IOWA  
MAY, 2022

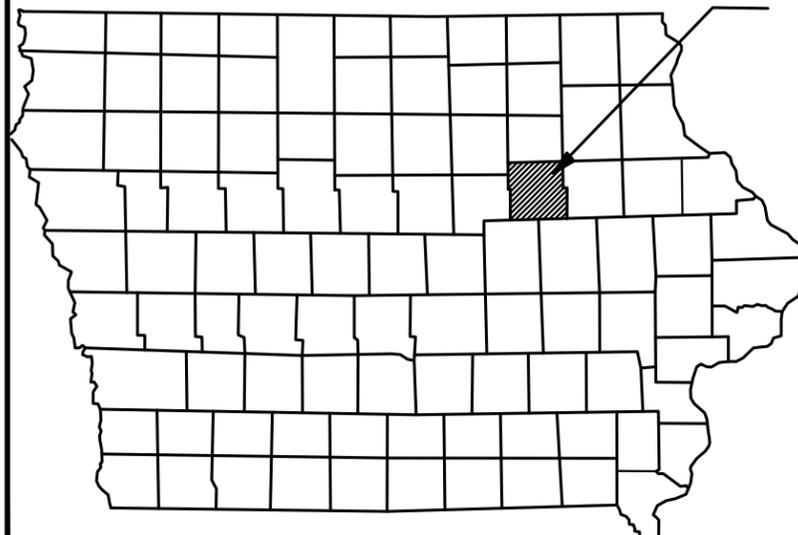
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2022 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

2022 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
4020.211	04/17/18	STORM SEWER PIPE CONNECTION (SW-211)
4040.231	10/21/14	SUBDRAINS
4040.232	CURRENT	SUBDRAIN CLEANOUT
6010.507	04/21/20	SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX
9040.102	10/17/17	FILTER BERM AND FILTER SOCKS
CFD.01	3/20/21	SUBDRAIN OUTLET DETAIL
CFD.05	3/20/21	SQUARE TUBING POST & SIGN DETAIL
7001-110-111	3/11/16	DRAIN BASIN & INTAKE DRAIN
7001-110-197	3/20/21	8" DOME GRATE ASSEMBLY

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01 - A.02	TITLE SHEET, LOCATION SHEET
B.01 - B.05	TYPICAL SECTIONS AND DETAILS
C.01 - C.05	GENERAL NOTES, ESTIMATED QUANTITIES, ESTIMATE REFERENCE, TABULATIONS, PLANT LAYOUT
D.01 - D.02	LOCATIONS

BLACK HAWK CO.



**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DAVID A. WICKE, P.E. IA. LIC. NO. 25684  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: \_\_\_\_\_

MAYOR  
ROBERT GREEN

COUNCIL PERSONS  
Gill Schultz  
Susan deBuhr  
Daryl Kruse  
Simon Harding  
Dustin Ganfield  
Kelly Dunn  
Dave Sires

CHASE SCHRAGE  
DIRECTOR, PUBLIC WORKS

DAVID A. WICKE, PE  
CITY ENGINEER

RONALD S. GAINES, PE  
CITY ADMINISTRATOR

SHEET NO.	A.01				
TOTAL SHEETS	14	NO.	DATE	REVISION	INIT.

2022 UNIVERSITY AVENUE BIO CELLS

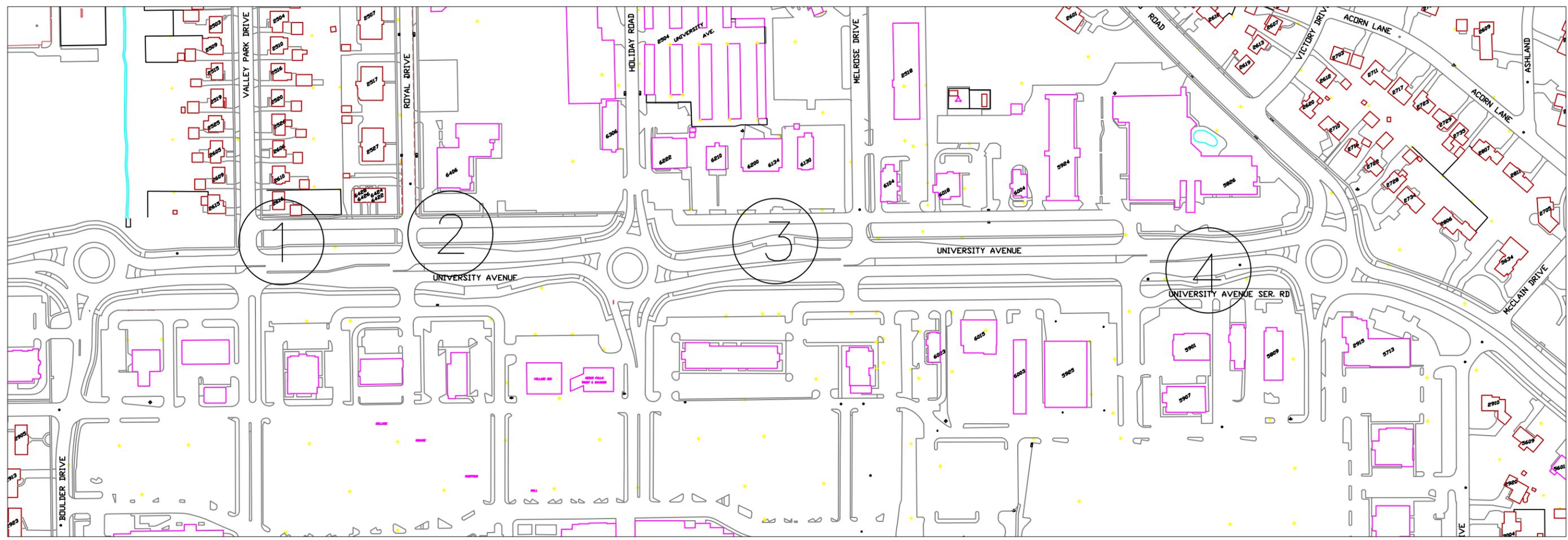
TITLE SHEET



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	A.01
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Drawing Name: G:\users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg By: Brett Armstrong Plot Date: May 27, 2022 - 3:20 PM



Locations:

1. East of Valley Park Drive
2. East of Royal Drive
3. Bus Stop in Front of Autozone
4. Bus Stop in Front of Wendy's

SHEET NO.	A.02				
TOTAL SHEETS	14	NO.	DATE	REVISION	INIT.

2022 UNIVERSITY AVENUE BIO CELLS

LOCATION MAP

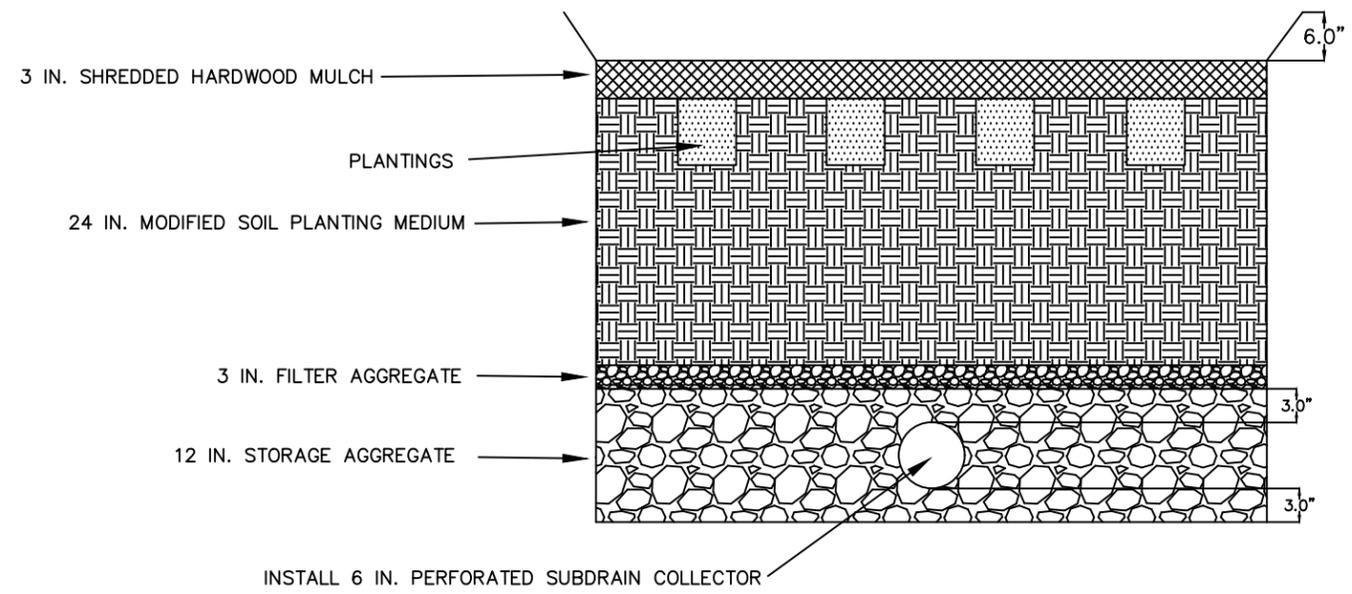


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

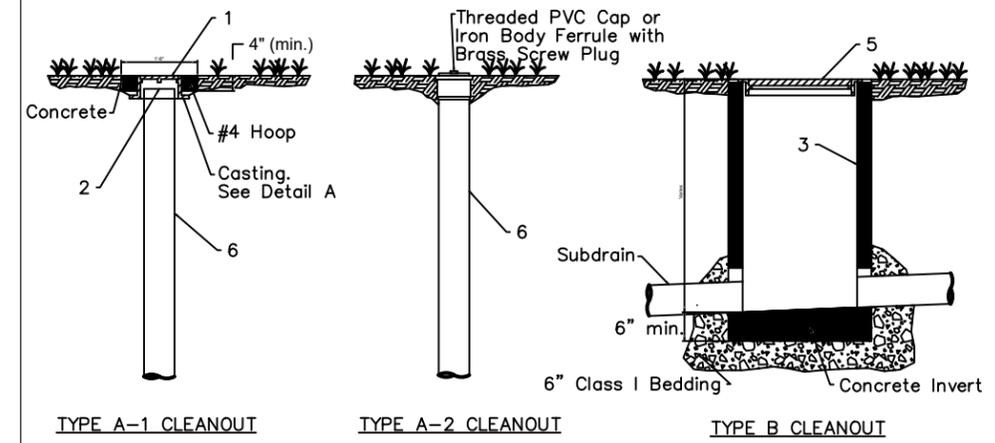
CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	A.02
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Plot Date: May 27, 2022 - 3:20 PM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg

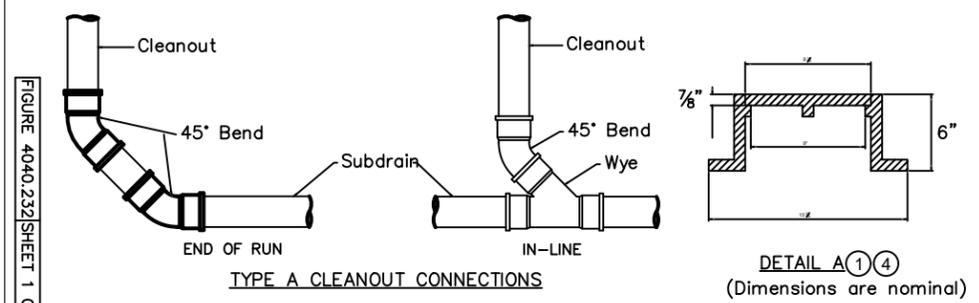
# TYPICAL BIORETENTION CROSS-SECTION



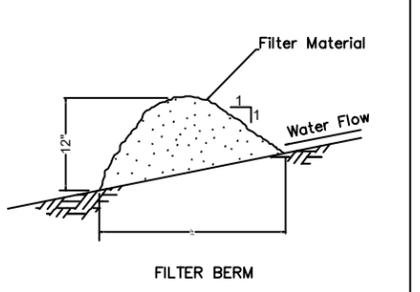
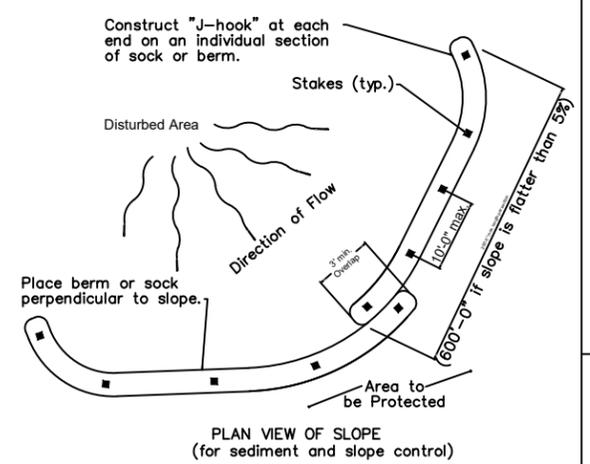
- NOTES:
1. MODIFIED SOIL MIX PER CONTRACT DOCUMENTS.
  2. NO EQUIPMENT IN BIORETENTION UNIT AFTER PLACEMENT OF MODIFIED SOIL.



- Use in non-traffic areas.
- ① Light duty casting. Label lid with "Storm" or "Storm C.O."
  - ② Do not allow casting to bear on top of riser pipe; provide 2 inch clearance, minimum.
  - ③ A manufactured cleanout may be used in lieu of a Type B cleanout, if approved by the Engineer.
  - ④ Design is intended for use in conjunction with 8 inch PVC riser pipe. Other sized caps may be used with smaller pipe, as approved by the Engineer.
  - ⑤ Provide Type G casting, as required to fit pipe size.
  - ⑥ PVC riser pipe; match diameter of subdrain (8 inches maximum).



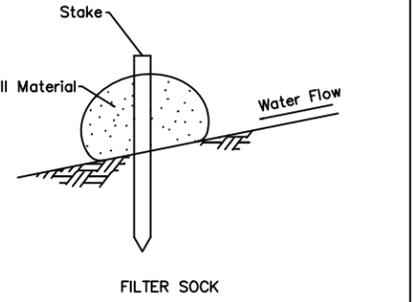
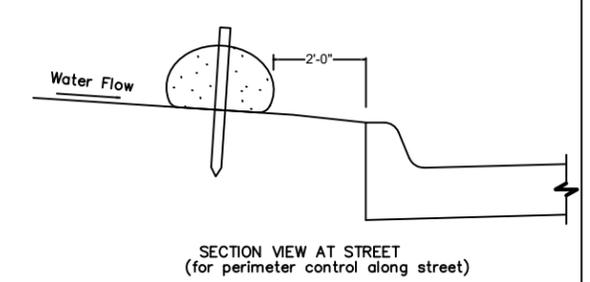
REVISION	
3	2020 Edition
4040.232	
SHEET 1 of 1	
SUBDRAIN CLEANOUTS	



Berm shown is typical for slopes flatter than 3:1. For steeper slopes, increase berm size as directed by the Engineer.

Place berm in uncompacted windrow perpendicular to the slope at locations specified in the contract documents.

Filter sock diameter as specified in the contract documents.



REVISION	
4	10-17-17
9040.102	
SHEET 1 of 1	
FILTER BERM AND FILTER SOCK	

TYPICAL PLACEMENT OF BERM OR SOCK

SHEET NO.	B.01				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

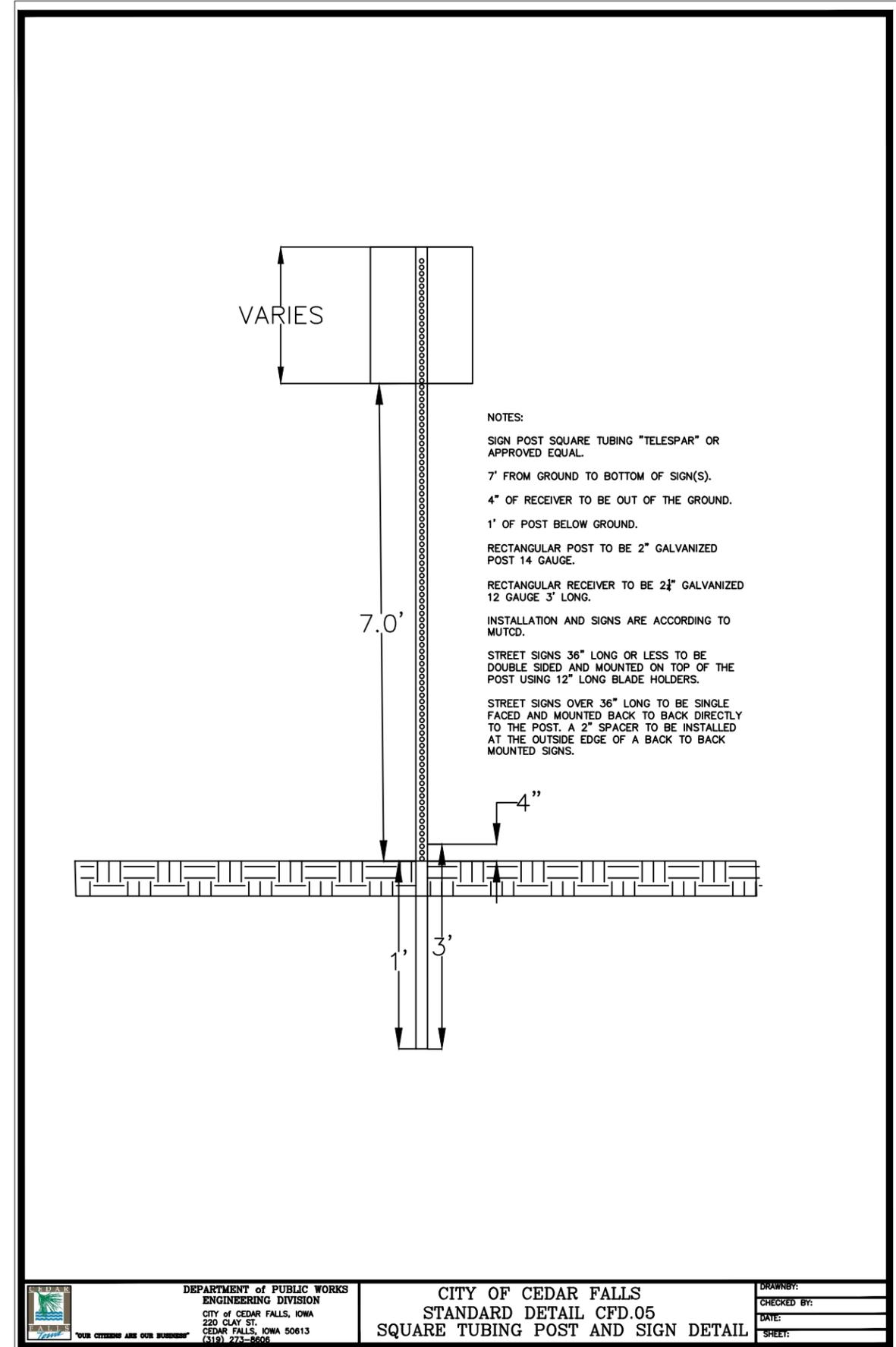
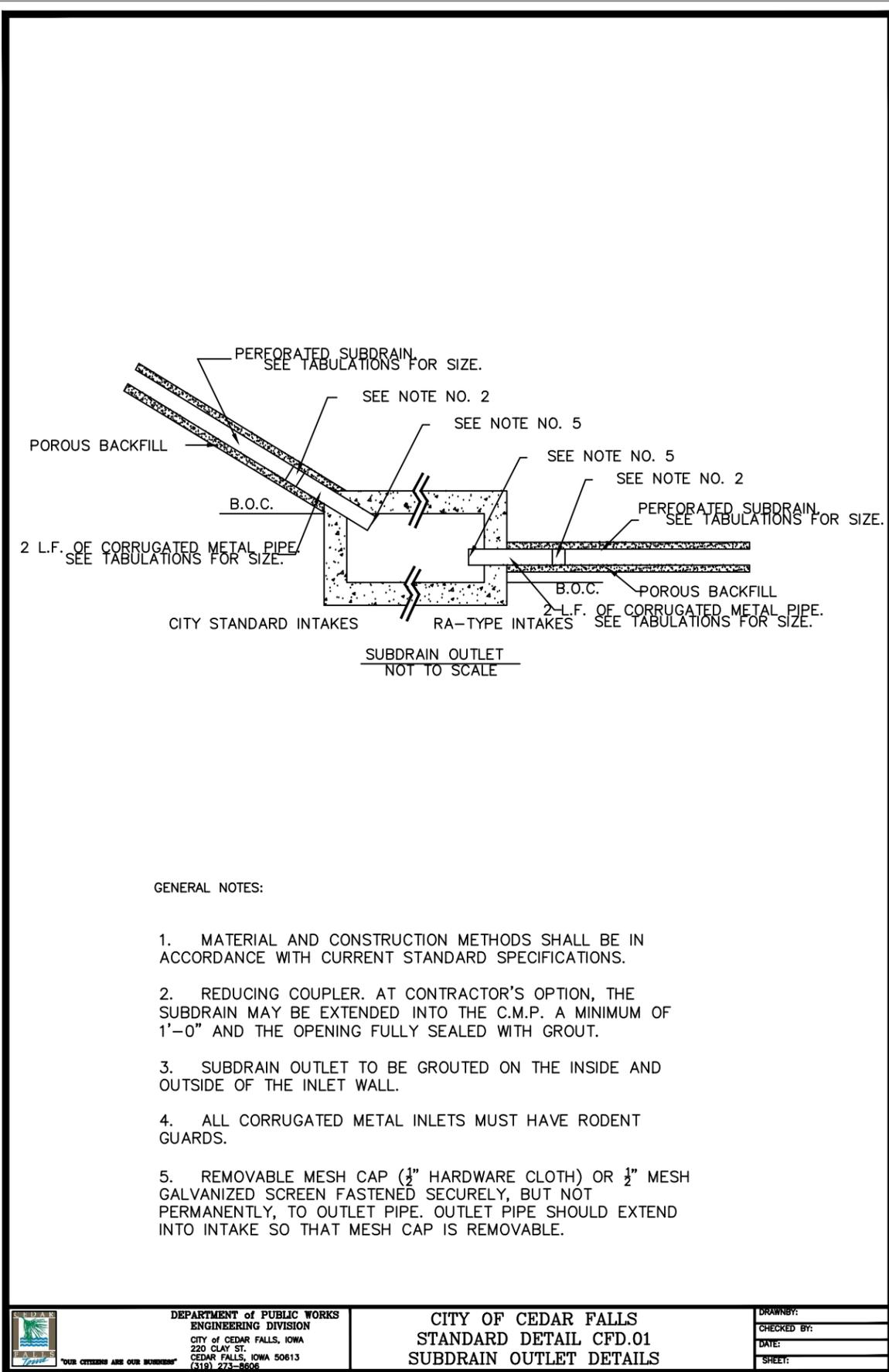
TYPICAL DETAILS



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CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	B.01
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Plot Date: May 27, 2022 - 3:20 PM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg



	DEPARTMENT of PUBLIC WORKS ENGINEERING DIVISION CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 275-8606	CITY OF CEDAR FALLS STANDARD DETAIL CFD.01 SUBDRAIN OUTLET DETAILS	DRAWN BY: CHECKED BY: DATE: SHEET:
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	DEPARTMENT of PUBLIC WORKS ENGINEERING DIVISION CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 275-8606	CITY OF CEDAR FALLS STANDARD DETAIL CFD.05 SQUARE TUBING POST AND SIGN DETAIL	DRAWN BY: CHECKED BY: DATE: SHEET:
	"OUR CITIZENS ARE OUR BUSINESS"		

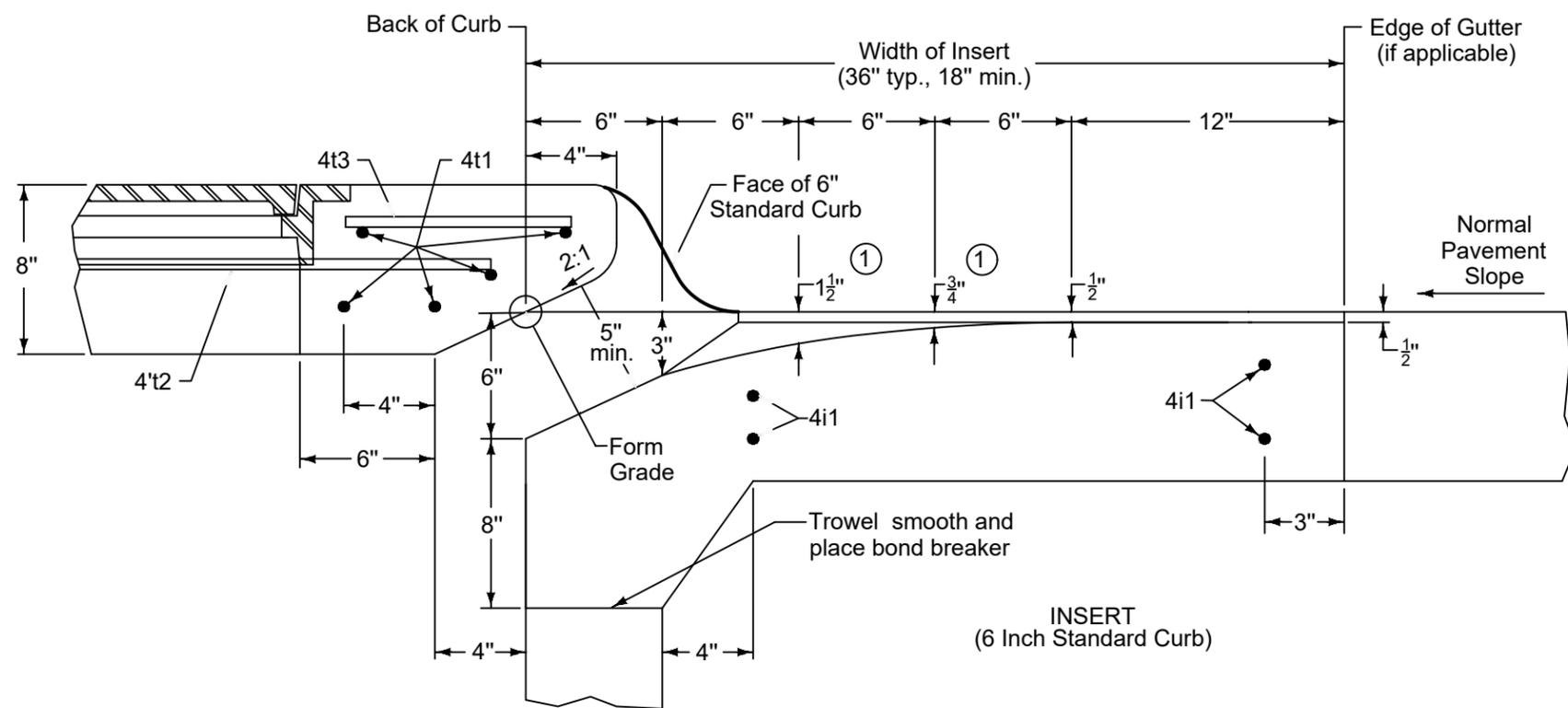
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TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

TYPICAL DETAILS

	DEPARTMENT of PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161	CITY PROJECT NUMBER ST-115-3147	SHEET NO. B.02
	"OUR CITIZENS ARE OUR BUSINESS"		TOTAL SHEETS 14
		DRAWN BY: BJA CHECKED BY: DAW	

Drawing Name: C:\Users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg  
 By: Brett Armstrong  
 Plot Date: May 27, 2022 - 3:20 PM



① Insert shaping may be modified for insert widths less than 36 inches. For an 18 inch insert, reduce dimensions indicated by 1/2 inch.

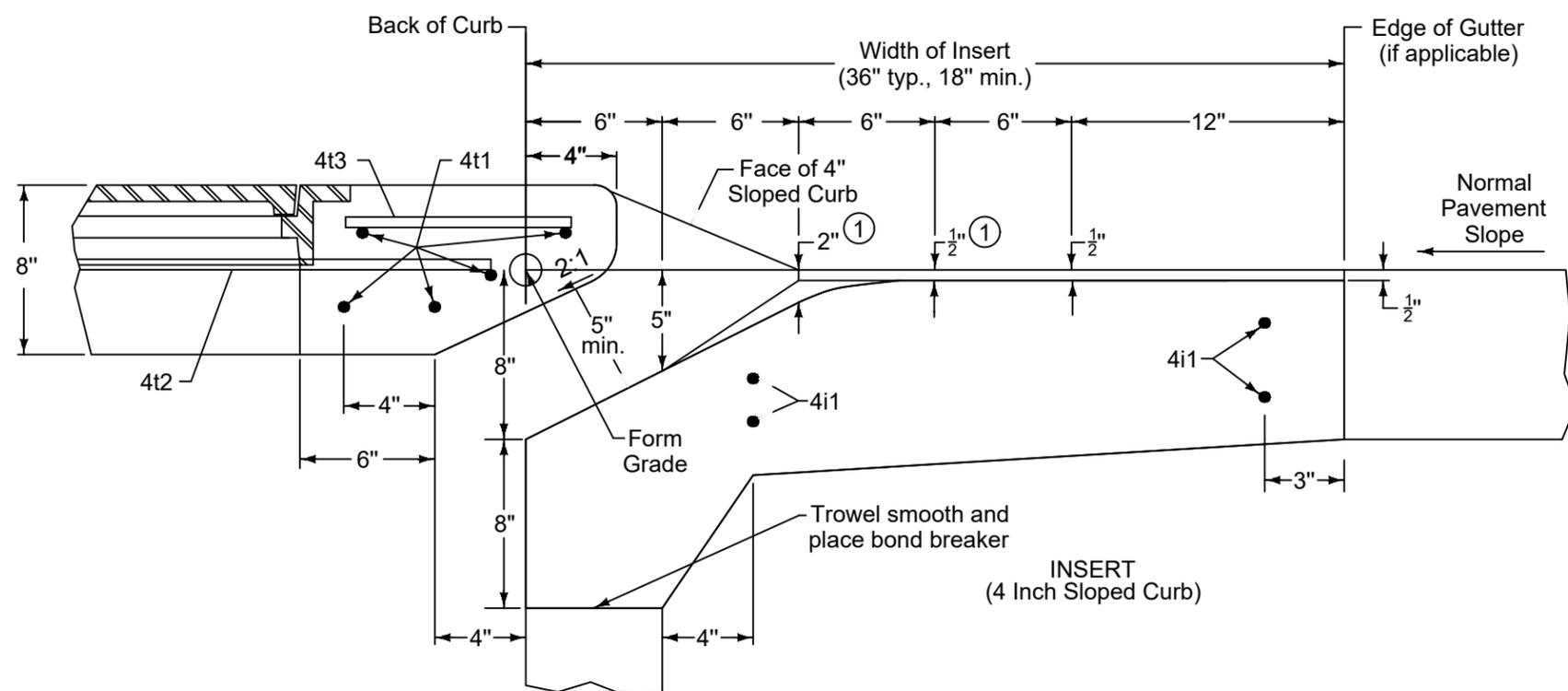


FIGURE 6010.507 SHEET 1 OF 2

REVISION	
4	04-21-20
<b>SW-507</b>	
SHEET 1 of 2	
REVISIONS: Added Class I Bedding Material and changed maximum box out length to 17"	
SUPAS DIRECTOR	DESIGN METHODS ENGINEER
<b>SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX</b>	

SHEET NO.	B.03				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

TYPICAL DETAILS

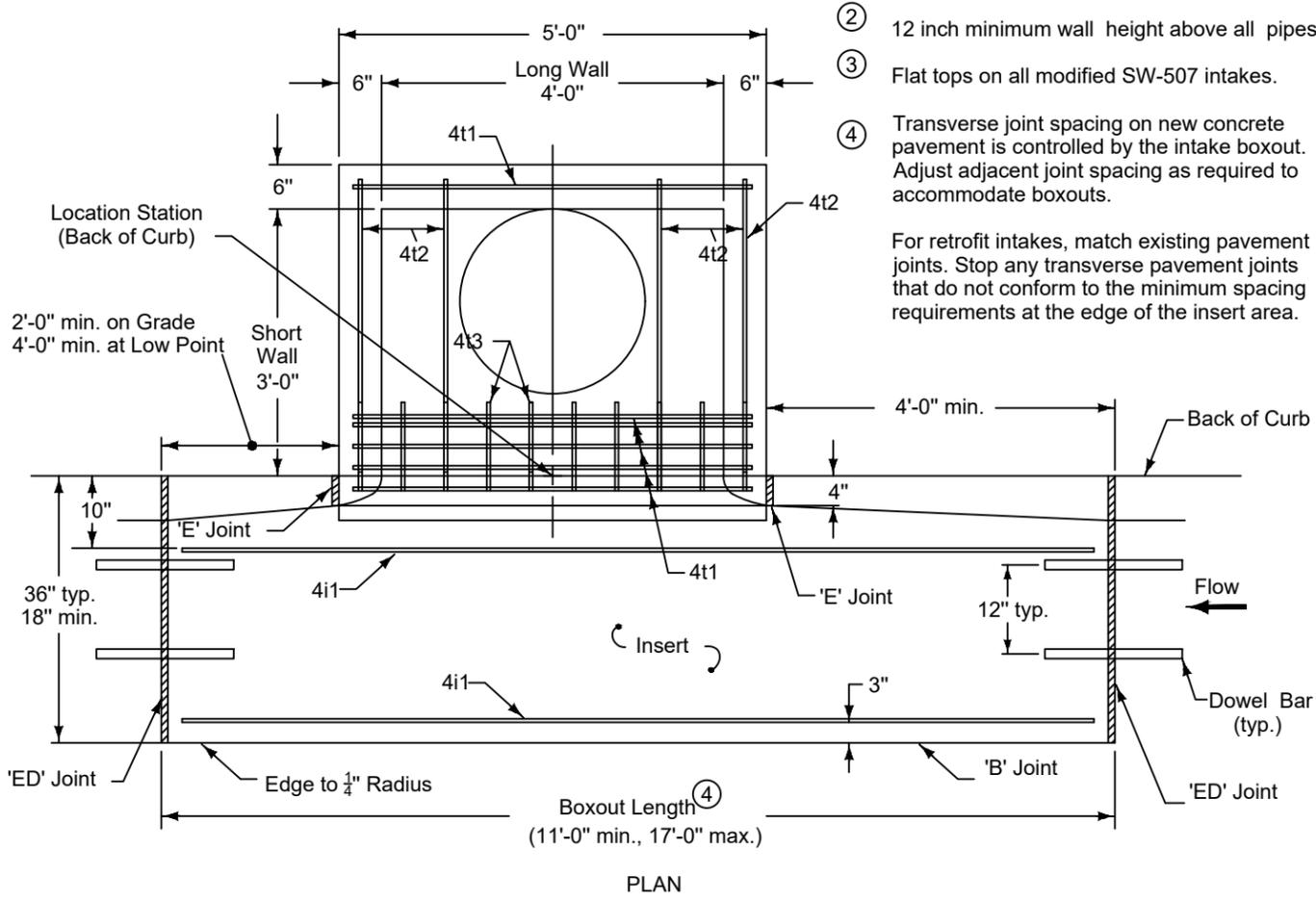
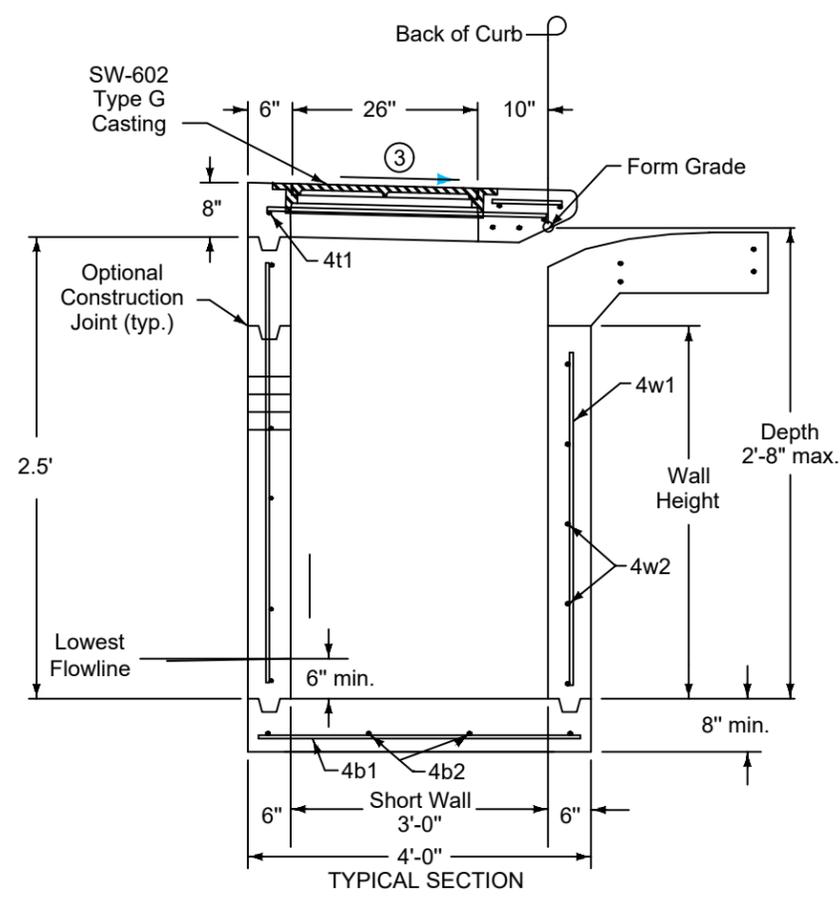
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES

CITY OF CEDAR FALLS, IOWA  
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(319) 268-5161

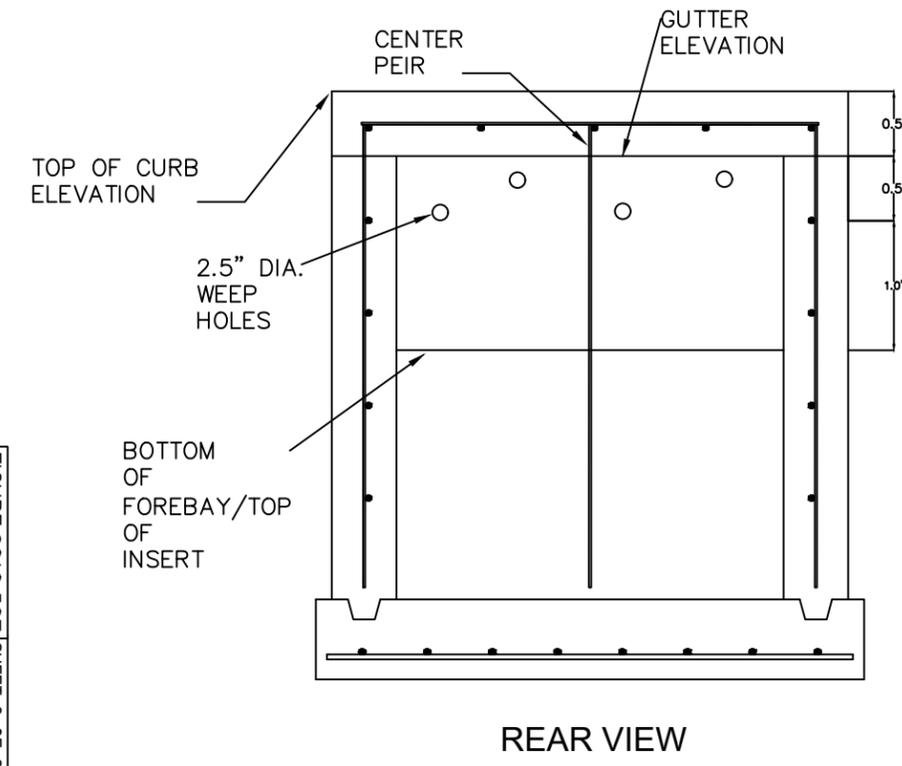
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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	B.03
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Drawing Name: C:\Users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg  
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Plot Date: May 27, 2022 - 3:20 PM



- ② 12 inch minimum wall height above all pipes.
  - ③ Flat tops on all modified SW-507 intakes.
  - ④ Transverse joint spacing on new concrete pavement is controlled by the intake boxout. Adjust adjacent joint spacing as required to accommodate boxouts.
- For retrofit intakes, match existing pavement joints. Stop any transverse pavement joints that do not conform to the minimum spacing requirements at the edge of the insert area.



REINFORCING BAR LIST						
Mark	Size	Location	Shape	Count	Length	Spacing
4t1	4	Top	—	6	4'-8"	See Insert
4t2	4	Top	—	4	3'-6"	12"
4t3	4	Top	—	10	10"	6"
4b1	4	Base	—	6	3'-6"	1 1"
4b2	4	Base	—	5	4'-6"	10"
4i1	4	Insert	—	4	Boxout Length minus 8"	See Plan
4w1	4	Walls	—	14	Wall Height minus 4"	14"
4w2	4	Long Walls	—	Varies	4'-8"	12"
4w3	4	Short Walls	—	Varies	3'-8"	12"

REVISION		4	04-21-20
FIGURE 6010.507		STANDARDROADPLAN	
		<b>SW-507</b>	
		SHEET 2 of 2	
REVISIONS: Added Class 1 Bedding Material and changed maximum box out length to 17"			
SUDAS DIRECTOR		DESIGN METHODS ENGINEER	
<b>SINGLE OPEN-THROAT CURB INTAKE, SMALL BOX</b>			

FIGURE 6010.507 SHEET 2 OF 2

SHEET NO.	B.04				
TOTAL SHEETS	14	NO.	DATE	REVISION	INIT.

2022 UNIVERSITY AVENUE BIO CELLS

TYPICAL DETAILS

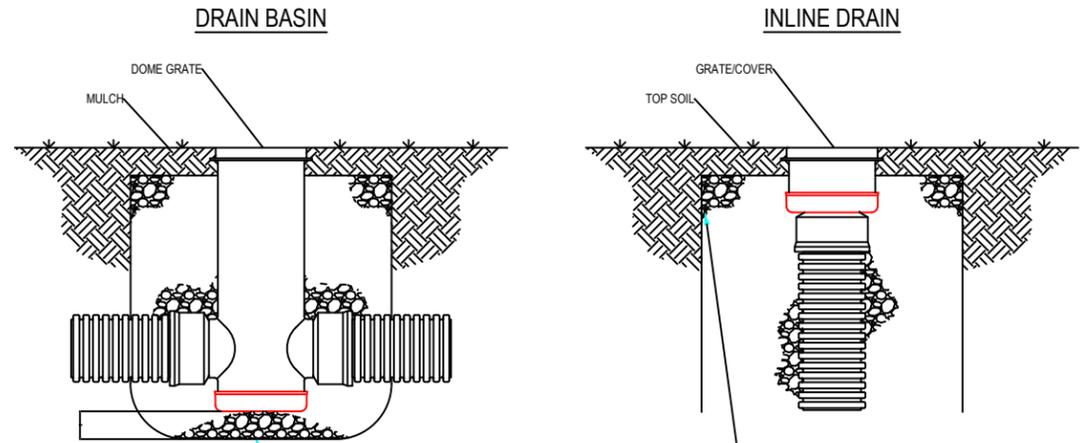


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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	B.04
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Plot Date: May 27, 2022 - 3:20 PM By: Brett Armstrong Drawing Name: C:\Users\eng\projects\3147 - 2022 University Avenue Bio Cells\08\_Design\Drawings\CAD\A-C\_SHEETS.dwg

NON TRAFFIC INSTALLATION



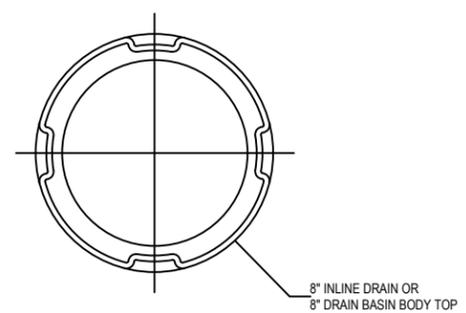
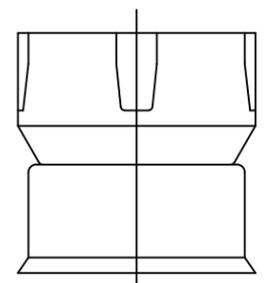
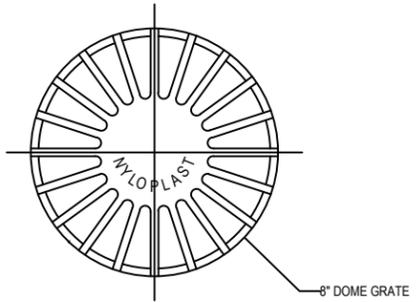
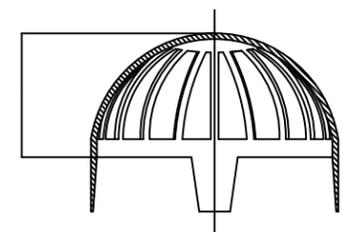
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

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0899CGD

APPROX. DRAIN AREA = 30.00 SQ IN  
APPROX. WEIGHT = 4.54 LBS



DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY. DIMENSIONS ARE IN INCHES. QUALITY: MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05. PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT. LOCKING DEVICE AVAILABLE UPON REQUEST SEE DRAWING NO. 7001-110-228.

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As Specified

1'-0" Backfill Material

Engineering Fabric (when specified)

Porous Backfill Material

6" Pipe

12" min.

2" min.

CASE A TYPE 1

2'-0"

Backfill Material

Subbase Material

Engineering Fabric (when specified)

Porous Backfill Material

6" Pipe

12" min.

2" min.

CASE B TYPE 1

3'-0"

Backfill Material

Subbase Material

Engineering Fabric (when specified)

Porous Backfill Material

6" Pipe

12" min.

2" min.

CASE C TYPE 1

As Specified

1'-0" Backfill Material

Engineering Fabric (when specified)

Porous Backfill Material

Pipe Diameter as Specified

4" min.

CASE D TYPE 2

2'-0"

Backfill Material

Subbase Material

Engineering Fabric (when specified)

Porous Backfill Material

Pipe Diameter as Specified

4" min.

CASE E TYPE 2

Depth (varies)

Depth (varies)

FIGURE 4040.231 SHEET 1 OF 1

TYPE 1 installation is for longitudinal subdrain only. Type 2 installation is for combination subdrain/footing drain collectors.

- Place perforations down for all installations.
- When concrete pipe is specified, wrap pipe joints with engineering fabric. Do not apply joint sealant. Comply with Figure 4020.211

REVISION	
1	10-21-14
4040.231	
SHEET 1 OF 1	

SUBDRAINS

SHEET NO.	B.05				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

TYPICAL DETAILS



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
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CEDAR FALLS, IOWA 50613  
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CITY PROJECT NUMBER	ST-115-3147
DRAWN BY:	BJA
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SHEET NO.	B.05
TOTAL SHEETS	14

Plot Date: May 27, 2022 - 3:20 PM Drawing Name: G:\users\eng\projects\3147 - 2022 University Avenue Bio Cells\08\_Design\Drawings\CAD\A-C\_SHEETS.dwg By: Brett Armstrong

GENERAL NOTES:

1. PROJECT SCHEDULE – THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT – THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
3. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
4. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP, OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
5. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.  
  
THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES:  
  
1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR’S FUTURE USE.  
2. DISPOSE OF IN A LICENSED LANDFILL.
6. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
7. THE CONTRACTOR SHALL PLACE 8 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT.
8. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
9. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
10. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY EXCEPT FOR THE MODIFIED SOILS WITHIN THE BIORETENTION CELL STRUCTURES.
11. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER’S WATER OR ELECTRICITY.
12. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.  
  
IT IS THE CONTRACTOR’S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH WORK DAY AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER.
13. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
14. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS3 DURABILITY.
15. CURING COMPOUNDS USED SHALL MEET REQUIREMENTS OF SUDAS STANDARD SPECIFICATIONS.
16. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING.
17. AECOM WILL FURNISH THE REQUIRES STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM.
18. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR’S CARELESSNESS SHALL BE REPLACED AT THEIR

EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY’S EXPENSE.

19. UTILITIES – LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE INCIDENTAL TO OTHER APPLICABLE WORK.
20. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ECT., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFULLY PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.
21. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).

UTILITY CONTACT PERSON

CEDAR FALLS UTILITIES:

GAS	JERALD LUKENSMEYER	319-268-5330
ELECTRIC	JOHN OSTERHAUS	319-268-5298
COMMUNICATIONS	MIKE SMITH	319-268-5224
WATER	TRAVIS SCHRAGE	319-268-5336
CENTURYLINK	BRENT GIESE	319-240-4937
MEDIACOM	KEVIN PARKER	319-240-4937
WINDSTREAM	FELICIA HODGES	501-748-4743
CEDAR FALLS WATER RECLAMATION	MIKE NYMAN	319-273-8633
CEDAR FALLS POLICE DEPARTMENT		319-273-8612

22. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
23. ORANGE MESH SAFETY FENCES SHALL MEET THE REQUIREMENTS OF SECTION 2518 AND SECTION 4188.03 OF THE IOWA D.O.T. SPECIFICATIONS
24. EXISTING STREET SIGNS, TRAFFIC SIGNS AND PRIVATE SIGNS TO BE REMOVED AND REINSTALLED SHALL BE STORED BY THE CONTRACTOR, ANY SIGNS DAMAGED OR LOST WILL BE REPLACED AT THE CONTRACTOR’S EXPENSE.
25. IT IS THE CONTRACTOR’S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR’S OPERATIONS WILL BE THE CONTRACTOR’S RESPONSIBILITY.
26. ALL UTILITY WORK IS TO BE COORDINATED AND FIELD VERIFIED WITH CFU. ALL NEW CONDUIT OR CONDUIT ADJUSTMENTS ARE TO BE INSTALLED TO CEDAR FALLS UTILITIES SPECIFICATIONS. THE LIGHTING CIRCUIT SHALL CONSIST OF 3-1C #10 WITHIN 1.5" SCHEDULE 40 CONDUIT. STREET LIGHTING CIRCUIT SHALL BE SPLICED WITH L AND Y CONNECTORS IN LIGHT POLE BASES.
27. THE FOLLOWING EVENTS LISTEN BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

2022 STREET RECONSTRUCTION PROJECT  
 STURGIS FALLS CELEBRATION – JUNE 24-26, 2022  
 UNI SPRING CLASSES END – MAY 13, 2022  
 LAST DAY OF CEDAR FALLS PUBLIC SCHOOLS (TENTATIVE) – MAY 27, 2022  
 UNI FALL CLASSES RESUME – AUGUST 22, 2022  
 CEDAR FALLS PUBLIC SCHOOLS RESUME (TENTATIVE) – AUGUST 22, 2022

SHEET NO.	C.01				
TOTAL SHEETS	14				
		NO.	DATE	REVISION	INIT.

2022 UNIVERSITY AVENUE BIO CELLS

GENERAL NOTES



DEPARTMENT OF PUBLIC WORKS  
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 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	C.01
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

Drawing Name: G:\users\eng\projects\3147 - 2022 University Avenue Bio Cells\08. Design\Drawings\CAD\A-C SHEETS.dwg  
 By: Brett Armstrong  
 Plot Date: May 27, 2022 - 3:20 PM

ESTIMATE REFERENCE:

1. STRIPPING AND STOCKPILING TOPSOIL; PREPARING THE TOPSOIL PLACEMENT AREA BY TILLAGE OR RIPPING; RE-SPREADING THE TOPSOIL; ADDITIONAL TILLAGE TO ADDRESS COMPACTION DURING PLACEMENT; AND REMOVAL OF CLODS, ROOTS, STONES, AND OTHER UNDESIRABLE MATERIALS ARE ALL INCIDENTAL TO THIS ITEM. SEE STANDARD SPECIFICATION 2010-2.01 FOR MATERIAL ACCEPTANCE. ESTIMATED QUANTITY IS BASED ON FURNISHING OF 8" OF TOPSOIL ON ALL AREAS DISTURBED WITHIN THE SEEDING LIMITS.
2. NO MEASUREMENT WILL BE MADE FOR THIS ITEM. PAYMENT TO BE BASED OFF PLAN QUANTITY.
3. THIS ITEM INCLUDES EXCAVATION; FURNISHING; AND INSTALLING PIPE; FURNISHING; PLACING, AND COMPACTING BEDDING AND BACKFILL MATERIAL; BASE; STRUCTURAL CONCRETE; REINFORCING STEEL; PRECAST UNITS (IF USED); CONCRETE FILLETS; PIPE CONNECTIONS; CASTINGS; AND ADJUSTMENT RING. THIS ITEM CAN BE PRE-CAST OR CAST IN PLACE.
4. THIS ITEM INCLUDES FINAL SUBGRADE/SUBBASE PREPARATION, BARS, AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, AND BOXOUT FOR FIXTURES.
5. THIS ITEM INCLUDES FINAL SUBGRADE/SUBBASE PREPARATION, BARS, AND REINFORCEMENT, JOINTS AND SEALING, SURFACE CURING AND PAVEMENT PROTECTION, AND BOXOUT FOR FIXTURES.
6. REMOVE ALL CURB AND GUTTER, SHOWN IN THE D SHEETS, FROM JOINT TO JOINT. SAW CUTTING, HAULING AND DISPOSAL OF MATERIAL IS INCIDENTAL TO THIS ITEM.
7. FURNISHING, HAULING, PLACING, AND COMPACTING STORAGE AGGREGATE. THE STORAGE AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4122, GRADATION #3, CLASS 2 DURABILITY, 1.5"-2" CLEAN.
8. FURNISHING, HAULING, PLACING FILTER, AND COMPACTING AGGREGATE. THE FILTER AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4115, GRADATION #3, CLASS 2 DURABILITY, 3/8"-1" CLEAN.
9. ALL TRAFFIC CONTROL SHALL COMPLY WITH PART VI, STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENTAL MANAGEMENT OPERATIONS. ALL TRAFFIC CONTROL OPERATIONS ARE INCIDENTAL TO THIS BID ITEM (PART VI, MUTCD 2009)
9. REMOVAL OF ROCK AND OTHER DEBRIS FROM THE AREA; REPAIRING RILLS AND WASHES; PREPARING THE SEEDBED; FURNISHING AND PLACING SEED, INCLUDING ANY TREATMENT REQUIRED; FURNISHING AND PLACING FERTILIZER AND MULCH; AND FURNISHING WATER AND OTHER CARE DURING THE CARE PERIOD; UNLESS THESE ITEMS ARE BID SEPARATELY.
10. DELIVERY, EXCAVATION, INSTALLATION, WATERING, PLACING BACKFILL MATERIAL, MULCHING, WRAPPING, STAKING, HERBICIDE, MAINTENANCE DURING THE ESTABLISHMENT AND WARRANTY PERIODS, AND REPLACEMENT.
11. REFER TO C SHEETS FOR PLANTING LAYOUT AND SCHEDULE INFORMATION. IF POTTED PLANTINGS HAVE LIMITED AVAILABILITY, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW ANY VARIANCE TO THE PLANTING SCHEDULE.
12. THIS ITEM WILL BE PAID ACCORDING TO THE CONTRACT UNTIL PRICE PER CUBIC YARD AND SHALL INCLUDE FURNISHING ALL TOOLS, EQUIPMENT, LABOR, AND MATERIALS NECESSARY FOR PLACEMENT OF MODIFIED SOIL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. MODIFIED SOIL TO BE USED AS A PLANTING MEDIUM SHALL HAVE A DEPTH OF 2- FEET. REFER TO THE SPECIAL PROVISIONS FOR ORGANICS, SAND AND SOIL MIXTURE REQUIREMENTS. THIS BID ITEM INCLUDES THE LISTED QUANTITY IN THE ESTIMATE QUANTITY TABLE WITH A 15% SHRINKAGE FACTORED. SOIL TESTING IS INCIDENTAL TO THIS ITEM AND TO BE VERIFIED BY ENGINEER.
13. REFER TO B SHEETS FOR MULCH LAYER THICKNESS.
14. COMPLY WITH SUDAS SPECIFICATIONS 4040 FOR MATERIALS. MAINTAIN A MINIMUM 0.5% SLOPE ON ALL SUBDRAIN. INCIDENTAL TO THIS ITEM IS TRENCH EXCAVATION, FURNISHING

- AND PLACING BEDDING MATERIAL, ELBOWS, TEES, AND ENGINEERING FABRIC FOR TRENCH.
15. SEE D SHEETS FOR LOCATIONS. REFER TO SUDAS DETAIL 4040.232, TYPE A-1 SHALL BE USED. STANDPIPE SHALL BE SOLID PVC. TEE SHALL BE INSTALLED ON LONGITUDINAL SUBDRAIN SO THAT FLOWLINE IS ABLE TO BE OBSERVED. THE UNIT PRICE INCLUDES: PIPE, WYES, FITTINGS, CASTING, AND FURNISH/PLACEMENT OF BEDDING AND BACKFILL MATERIAL.
  16. STAKES USED TO ANCHOR WATTLES ARE INCIDENTAL TO THIS ITEM. PLACE WATTLES DOWNSTREAM OF AREAS THAT WILL BE DISTURBED.
  17. THIS ITEM INCLUDES RESTORATION OF THE AREA TO FINISHED GRADE AND OFF-SITE DISPOSAL OF WATTLE AND ACCUMULATED SEDIMENT.
  18. THIS IS A LUMP SUM ITEM TO BE PAID OUT IN SEGMENTS ACCORDING TO THE PERCENTAGE OF PROJECT COMPLETED.
  19. PROVIDE CONCRETE WASHOUT FOR CONTAINMENT, COLLECTION, AND DISPOSAL OF ALL CONCRETE WASTE.
  20. THE SPECIALTY STONE IS TO BE SEPTIC GRAVEL MIX 3/4" TO 2.5" (50% 3/4") AND IS TO BE PLACED AT A DEPTH OF 8" AS RIP RAP BEHIND ALL MODIFIED SW-507 LOCATIONS, AS SHOWN IN D SHEETS, WITH ENGINEERING FABRIC UNDERNEATH.
  21. ENGINEERING FABRIC IS TO BE PLACED UNDER ALL SPECIALTY STONE AND IN ACCORDANCE WITH SUDAS SPECIFICATIONS.
  22. DEVICE TO BE REMOVED AT THE END OF THE PROJECT.
  23. INLET PROTECTION DEVICES TO BE CLEANED AND MAINTAINED THROUGHOUT PROJECT TO ENSURE THEY ARE IN WORKING ORDER AT ALL TIMES. THIS INCLUDES THE REMOVAL AND DISPOSAL OFF-SITE OF ALL ACCUMULATED SEDIMENT.
  24. THE EROSION CONTROL BLANKET IS TO BE 4' IN WIDTH. THIS ITEM INCLUDES EXCAVATION, STAPLES, ANCHORING DEVICES, AND MATERIAL FOR ANCHORING SLOTS. THIS SHALL BE PLACED ON TOP OF MULCH BEFORE THE PLANTINGS ARE PLACED.
  25. TO BE INSTALLED ACCORDING TO NYLOPLAST SPECIFICATIONS FOR NYLOPLAST ITEM NUMBERS 7001-110-111 & 7001-110-197.
  26. THIS ITEM IS TO BE FIELD VERIFIED AND TO BE INSTALLED TO CEDAR FALLS UTILITIES SPECIFICATIONS. THE LIGHTING CIRCUIT SHALL CONSIST OF 3-1C #10 WITHIN 1.5" SCHEDULE 40 CONDUIT. STREET LIGHTING CIRCUIT SHALL BE SPLICED WITH L AND Y CONNECTORS IN LIGHT POLE BASES.

QUANTITIES				
ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY
1	2010-D-1	TOPSOIL, ON-SITE	C.Y.	74.50
2	2010-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	336.00
3	6010-B	INTAKE, SW-507, MODIFIED	EACH	4.00
4	7010-E	CURB & GUTTER, 3' WIDE, 9", P.C.C., TYPE "C" CLASS III	LF	32.00
5	7010-E	CURB & GUTTER, 3' WIDE, 10", P.C.C., TYPE "C" CLASS III	LF	32.00
6	7030-B	REMOVAL OF CURB & GUTTER	LF	64.00
7	7080-D	STORAGE AGGREGATE - BASE LAYER, 12"	S.Y.	119.00
8	7080-E	FILTER AGGREGATE - CHOKER LAYER, 3"	S.Y.	119.00
9	8030-A	TEMPORARY TRAFFIC CONTROL	L.S.	1.00
10	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND HYDRAULIC MULCHING	S.Y.	216.50
11	9030-B	PLANTS WITH WARRANTY, VARIOUS TYPES	EACH	987.00
12		MODIFIED SOIL, PLANTING MEDIUM	C.Y.	79.50
13		MULCH - SHREDDED HARDWOOD	C.Y.	10.00
14	4040-A	SUBDRAIN, 6", HDPE	LF	282.00
15	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4.00
16	9040-F-1	WATTLE, STRAW, 9"	LF	376.00
17	9040-F-2	WATTLE, REMOVAL	LF	376.00
18	11,020-A	MOBILIZATION	L.S.	1.00
19	11,050-A	CONCRETE WASHOUT	L.S.	1.00
20		SPECIALTY STONE	TON	5.75
21	7080-B	ENGINEERING FABRIC	S.F.	556.75
22	9040-T-1	INLET PROTECTION DEVICE	EACH	4.00
23	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4.00
24	9040-E	TEMPORARY RECP, TYPE 2-A	S.Y.	119.00
25		DOME GRATE & DRAIN BASIN ASSEMBLY, 8"	EACH	4.00
26		LIGHT POLE ELECTRIC CONDUIT	LF	300.00

SHEET NO.	C.02				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

ESTIMATE REFERENCE

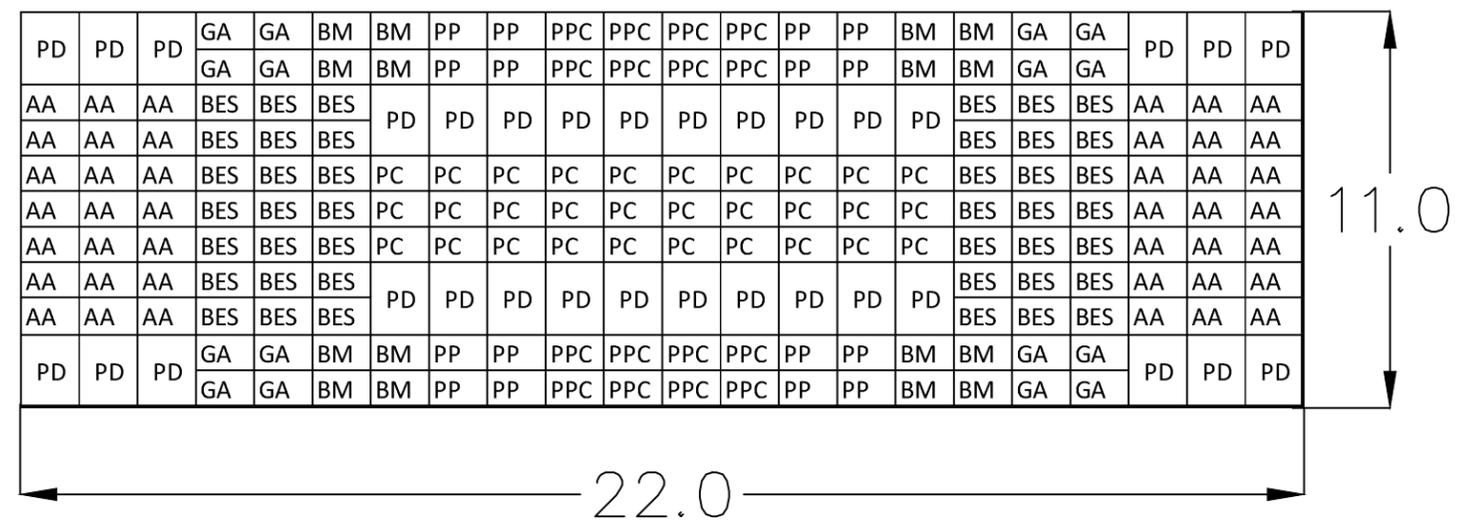


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	C.02
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

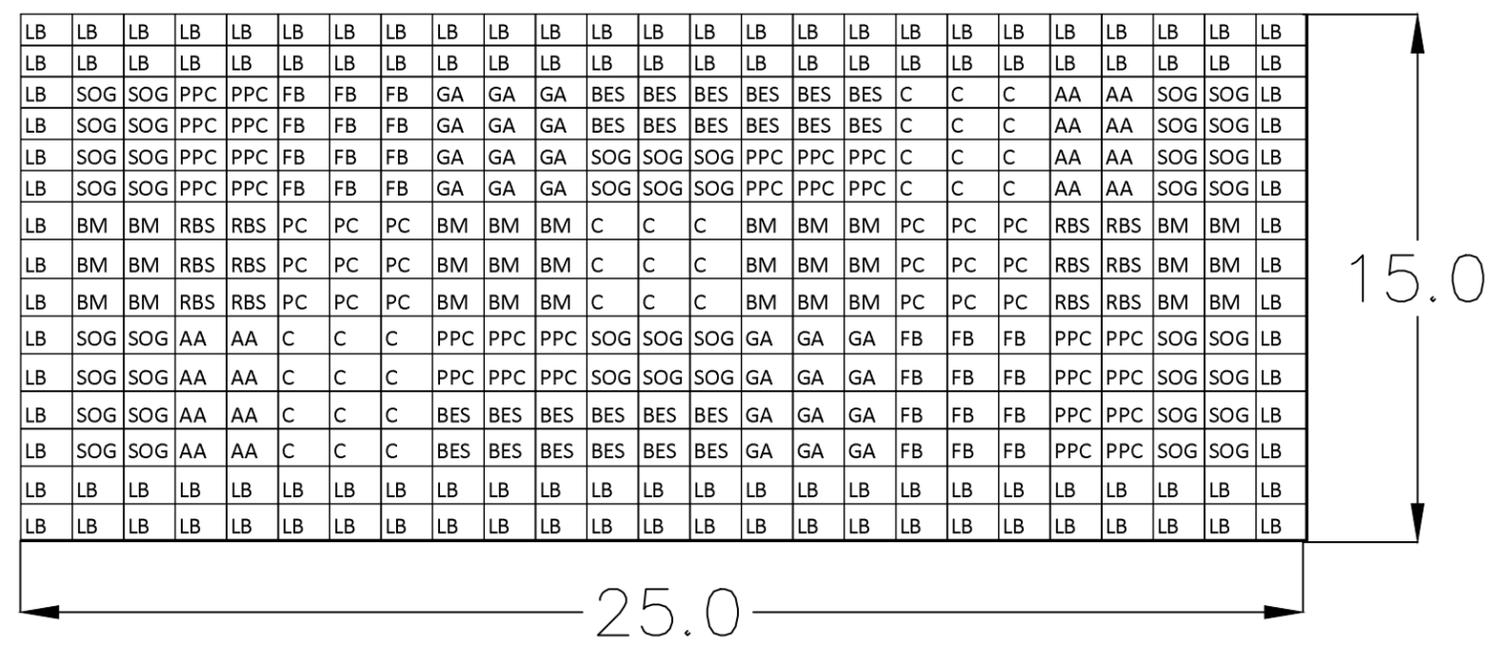
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### Location 1



SYMBOL	COMMON NAME	HEIGHT	SOIL MOISTURE	BLOOM PERIOD	AMOUNT
GA	Golden Alexander	24-36	moist to mesic	May-Jun	16
PP	Prairie Phlox	12 to 24	moist to mesic	May-Jun	16
BM	Butterfly Milkweed	12 to 24	mesic to dry	Jun-Sep	16
BES	Blacked-eyed Susan	12 to 36	mesic-dry	Jun-Sep	42
PC	Purple Coneflower	24 - 36	moist to mesic	Jul-Sep	30
PPC	Purple Prairie Clover	12 to 24	mesic to dry	Jul-Sep	16
PD	Prairie Dropseed	>24	moist to dry	Aug-Oct	32
AA	Aromatic Aster	24-36	moist to dry	Aug-Oct	42

### Location 2



SYMBOL	COMMON NAME	HEIGHT	SOIL MOISTURE	BLOOM PERIOD	AMOUNT
C	Columbine	12 to 24	moist to mesic	Apr-Jun	33
GA	Golden Alexander	24 - 36	moist to mesic	May-Jun	24
FB	Foxglove Beardtongue	>36	moist to mesic	May-Jun	24
BES	Blacked-eyed Susan	12 to 36	mesic-dry	Jun-Sep	24
BM	Butterfly Milkweed	12 to 24	mesic to dry	Jun-Sep	30
PPC	Purple Prairie Clover	12 to 24	mesic to dry	Jul-Sep	28
PC	Purple Coneflower	24 - 36	moist to mesic	Jul-Sep	18
RBS	Rough Blazing Star	24-36	mesic to dry	Jul-Sep	12
LB	Little Bluestem	24-36	moist to dry	Jul-Oct	122
SOG	Sideoats Gramma	12 to 24	mesic to dry	Aug-Sep	44
AA	Aromatic Aster	24-36	moist to dry	Aug-Oct	16

SHEET NO.	C.03				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

PLANTING LAYOUT

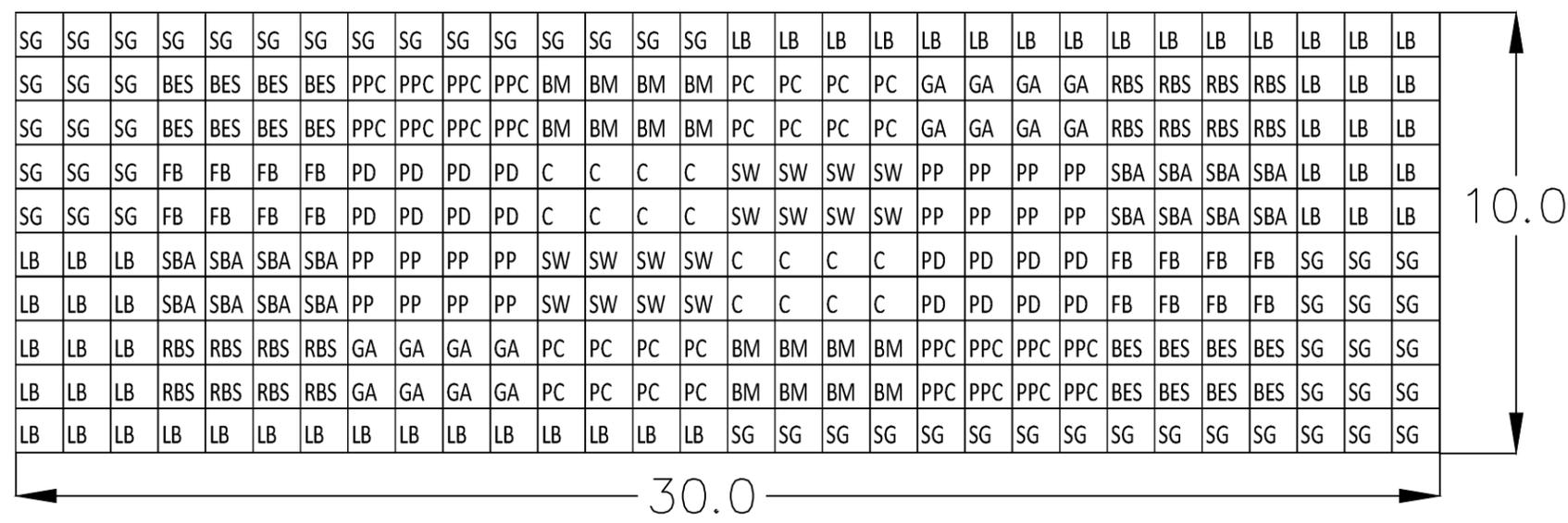


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CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	C.03
DRAWN BY:	BJA	TOTAL SHEETS	14
CHECKED BY:	DAW		

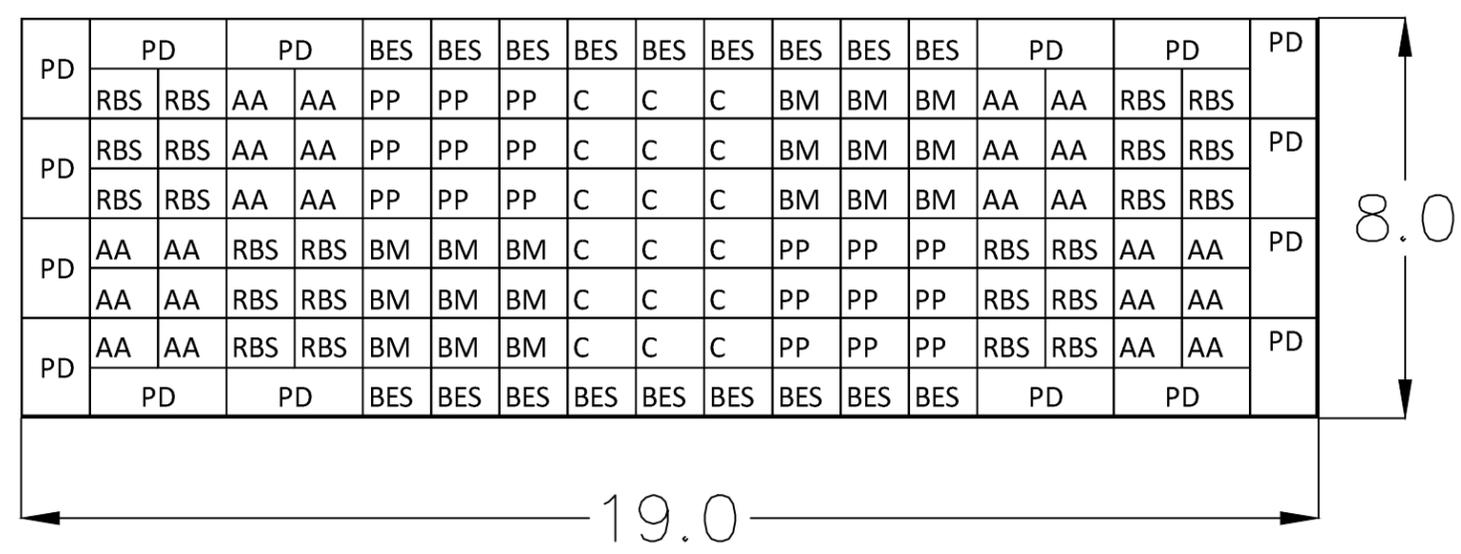
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### Location 3



SYMBOL	COMMON NAME	HEIGHT	SOIL MOISTURE	BLOOM PERIOD	AMOUNT
C	Columbine	12 to 24	moist to mesic	Apr-Jun	16
FB	Foxglove Beardtongue	>36	moist to mesic	May-Jun	16
GA	Golden Alexander	24 - 36	moist to mesic	May-Jun	16
PP	Prairie Phlox	12 to 24	moist to mesic	May-Jun	16
BM	Butterfly Milkweed	12 to 24	mesic to dry	Jun-Sep	16
BES	Blacked-eyed Susan	12 to 36	mesic-dry	Jun-Sep	16
PPC	Purple Prairie Clover	12 to 24	mesic to dry	Jul-Sep	16
RBS	Rough Blazing Star	24-36	mesic to dry	Jul-Sep	16
PC	Purple Coneflower	24 - 36	moist to mesic	Jul-Sep	16
SG	Switchgrass	>36	moist to dry	Jul-Sep	28
LB	Little Bluestem	24-36	moist to dry	Jul-Oct	54
SW	Sneezeweed	12-36+	wet to moist	Aug-Oct	16
AA	Aromatic Aster	24-36	moist to dry	Aug-Oct	16
PD	Prairie Dropseed	>24	moist to dry	Aug-Oct	8

### Location 4



SYMBOL	COMMON NAME	HEIGHT	SOIL MOISTURE	BLOOM PERIOD	AMOUNT
C	Columbine	12 to 24	moist to mesic	Apr-Jun	18
PP	Prairie Phlox	12 to 24	moist to mesic	May-Jun	18
BES	Blacked-eyed Susan	12 to 36	mesic-dry	Jun-Sep	18
BM	Butterfly Milkweed	12 to 24	mesic to dry	Jun-Sep	18
RBS	Rough Blazing Star	24-36	mesic to dry	Jul-Sep	24
PD	Prairie Dropseed	>24	moist to dry	Aug-Oct	16
AA	Aromatic Aster	24-36	moist to dry	Aug-Oct	24

SHEET NO.	C.04				
TOTAL SHEETS	14	NO.	DATE	REVISION	INIT.

2022 UNIVERSITY AVENUE BIO CELLS

PLANTING LAYOUT

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	C.04
DRAWN BY:	BJA	TOTAL SHEETS	14
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SUBDRAIN SCHEDULE									
LINE	LOCATION	FROM	TO	DIA. (IN)	LENGTH (FT)	OUTLET LOCATION	FL OUTLET ELEVATION	Slope (%)	POROUS BACKFILL (C.Y.)
SD-1	1	CO-1	ACCESS ROAD EXISTING INTAKE (I-1)	6	59	EXISTING INTAKE (I-1)	873.93	0.5	1.8
SD-2	2	CO-2	ACCESS ROAD EXISTING INTAKE (I-3)	6	40	EXISTING INTAKE (I-3)	876.842	0.5	1.2
SD-3	3	CO-3	UNIVERSITY AVENUE EXISTING (I-5)	6	159.5	EXISTING INTAKE (I-5)	888.015	0.5	4.8
SD-4	4	CO-4	UNIVERSITY AVENUE EXISTING (I-7)	6	23.5	EXISTING INTAKE (I-7)	922.935	0.5	0.7

SUBDRAIN CLEANOUTS			
CLEANOUT NO.	LOCATION	TYPE	SURFACE ELEVATION
CO-1	1	A-1	877.223
CO-2	2	A-1	880.041
CO-3	3	A-1	891.816
CO-4	4	A-1	926.056

CURB & GUTTER			
LOCATION	WIDTH (Ft)	LENGTH (FT)	DEPTH (IN)
1	3	16	9
2	3	20	9
3	3	17	10
4	3	15	10

INTAKES							
INTAKE NO.	LOCATION	TYPE	FORM GRADE ELEVATION	INLET	FL INLET ELEVATION	OUTLET ELEVATION	BOTTOM WELL ELEVATION
I-1	1	EXISTING	877.03	(1) GUTTER (2)SD-1 (3) EXISTING PIPE	(1) 877.081 (2) 873.930 (3) 872.82	872.72	872.22
I-2	1	MODIFIED SW-507	877.703	GUTTER	877.748	877.211	876.211
I-3	2	EXISTING	879.79	(1) GUTTER (2) SD-2 (3) EXISTING PIPE	(1) 880.016 (2) 876.592 (3) 876.58	876.49	875.99
I-4	2	MODIFIED SW-507	880.393	GUTTER	880.438	880.019	879.019
I-5	3	EXISTING	889.34	(1) GUTTER (2) SD-3	(1) 889.78 (2) 888.015	885.34	884.84
I-6	3	MODIFIED SW-507	892.494	GUTTER	892.539	891.895	890.895
I-7	4	EXISTING	925.92	(1) GUTTER (2) SD-4 (3) EXISTING PIPE	(1) 926.45 (2) 922.935 (3) 918.92	918.83	918.33
I-8	4	MODIFIED SW-507	926.625	N/A	926.67	924.693	924.526

OVERFLOW STRUCTURES				
STRUCTURE NO.	LOCATION	TYPE	ELEVATION	BOTTOM OF PIPE ELEVATION
S-1	1	NYLOPLAST (REFER TO SHEET B.05)	877.128	873.878
S-2	2	NYLOPLAST (REFER TO SHEET B.05)	879.938	876.688
S-3	3	NYLOPLAST (REFER TO SHEET B.05)	891.679	888.429
S-4	4	NYLOPLAST (REFER TO SHEET B.05)	925.967	922.717

Common Name	Scientific Name	Total	Spacing (ft)
Black-eyed Susan	<i>Rudbeckia hirta</i>	100	1
Butterfly Milkweed	<i>Asclepias tuberosa</i>	80	1
Columbine	<i>Aquilegia canadensis</i>	67	1
Foxglove Beardtongue*	<i>Penstemon digitalis</i>	40	1
Golden Alexander	<i>Zizia aurea</i>	56	1
Little Bluestem	<i>Schizachyrium scaparium</i>	176	1
Prairie Dropseed	<i>Sporobolus heterolepis</i>	56	2
Prairie Phlox	<i>Phlox pilosa</i>	50	1
Purple Coneflower	<i>Echinacea purpurea</i>	64	1
Purple Prairie Clover	<i>Dalea purpurea</i>	60	1
Rough Blazing Star	<i>Liatris aspera</i>	52	1
Sideoats gramma	<i>Bouteloua curtipendula</i>	44	1
Aromatic Aster	<i>Symphyotrichum oblongifolium</i>	98	1
Sneezeweed**	<i>Helenium autumnale</i>	16	1
Switchgrass	Switchgrass	28	2
<b>Total</b>	<b>Total</b>	<b>987</b>	

\* can be substituted with *Penstemon grandiflorus* or *Penstemon hirsutus*  
 \*\* can be substituted by Black-eyed Susan

SHEET NO.	C.05				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIO CELLS

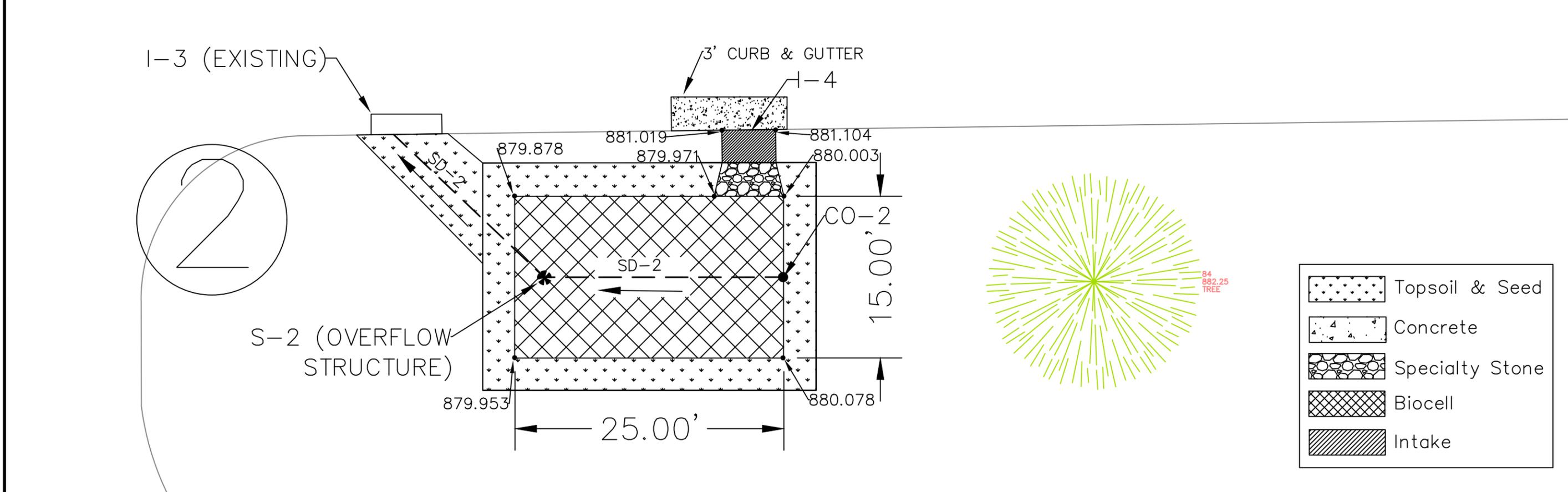
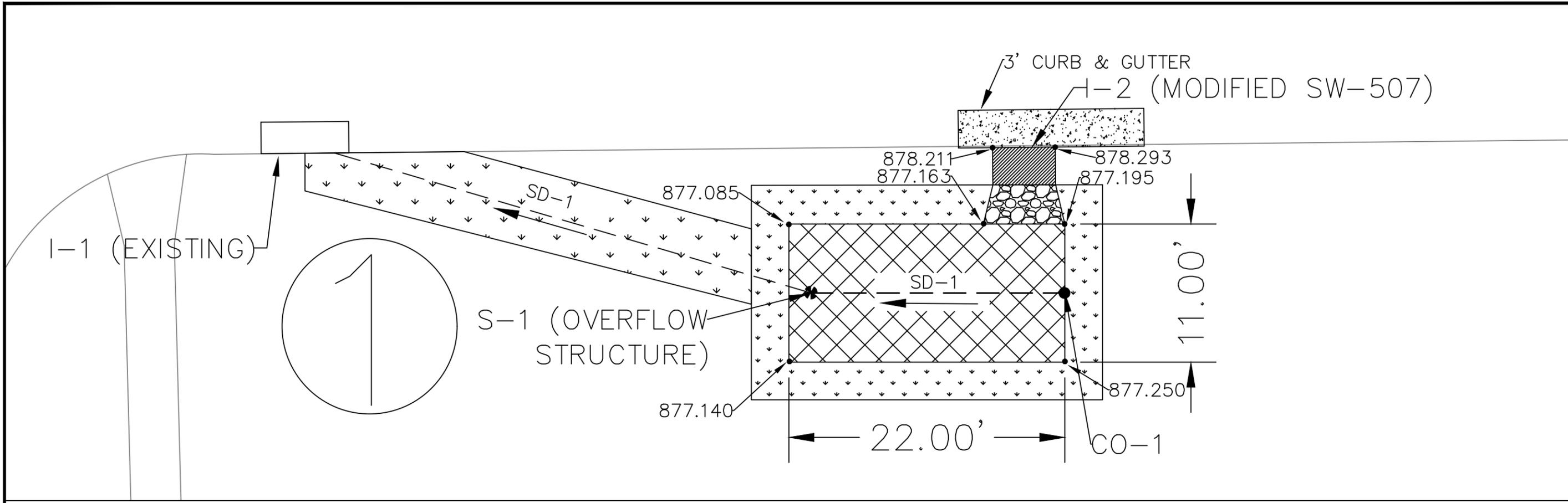
TABULATIONS



DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
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CITY PROJECT NUMBER	ST-115-3147	SHEET NO.	C.05
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	Topsoil & Seed
	Concrete
	Specialty Stone
	Biocell
	Intake

SHEET NO.	D.01				
TOTAL SHEETS	14				
	NO.	DATE	REVISION	INIT.	

2022 UNIVERSITY AVENUE BIOCELLS

LOCATIONS

DEPARTMENT OF COMMUNITY DEVELOPMENT  
ENGINEERING DIVISION

CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 273-8606

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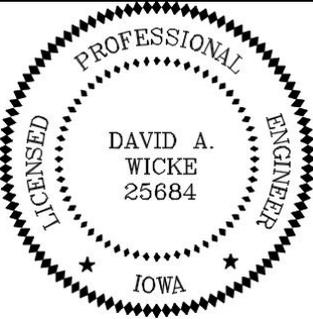


**PROJECT SPECIFICATIONS  
FOR  
2022 UNIVERSITY AVENUE BIOCELL PROJECT**

**BLACK HAWK SOIL AND WATER CONSERVATION  
DISTRICT FUNDED PROJECT**

**PROJECT No. ST-115-3147**

**Cedar Falls, Iowa**

<b>ENGINEER'S CERTIFICATION</b>	
	<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 style="text-align: right;">Date: <u>5/27/2022</u></p> <p>David A. Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: <u>All</u></p>

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### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2022 Edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

This “Standard Specification” is amended by the current City of Cedar Falls’ Supplemental Specifications to the latest edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:

[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

### **DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

23-24

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE  
2022 UNIVERSITY AVENUE BIOCELL PROJECT  
IN THE CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the 2022 UNIVERSITY AVENUE BIOCELL Project in said City at 7:00 p.m. on the 20<sup>th</sup> day of June, 2022, said meeting to be held at the Community Center, 528 Main Street, Cedar Falls, Iowa.

Said Plans, Specifications, and Form of Contract are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

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

**NOTICE TO BIDDERS**  
**2022 UNIVERSITY AVENUE BIOCELL PROJECT**  
**IN THE CITY OF CEDAR FALLS, IOWA**

Time and Place of Pre-Bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00pm on the 24<sup>th</sup> day of June, 2022.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00pm on the 24<sup>th</sup> day of June, 2022 at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 5<sup>th</sup> day of July, 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. The Contractor shall fully complete the project no later than October 28<sup>th</sup>, 2022. Liquidated damages in the amount of \$800 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://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 material, or both, in the execution of the work provide for in the contract.

Contract Documents: The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questcdn.com](http://www.questcdn.com). This contract is **QuestCDN project number 8222526**. 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](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those

desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

If any prospective bidder is in doubt as the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Brett Armstrong  
 Civil Engineer I  
 319-268-5163  
 220 Clay Street  
 Cedar Falls, Iowa  
[brett.armstrong@cedarfalls.com](mailto:brett.armstrong@cedarfalls.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 give or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from the at state or foreign country. The preferences allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

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 will be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

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

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

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

## **DIVISION 1 – Instruction to Bidders**

The work comprising the 2022 UNIVERSITY AVENUE BIOCELL Project shall be constructed in accordance with the 2022 edition of the Iowa “SUDAS” and as further modified by the current City of Cedar Falls’ Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### **01 Definition & Terms**

*Add the following to Standard Specification Section 1010 – 1.03:*

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Project Manager: Stormwater Specialist of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2022 UNIVERSITY AVENUE BIOCELL Project; Project No. ST-115-3147

### **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](http://www.cedarfalls.com/QuestCDN) and [www.questcdn.com](http://www.questcdn.com). This contract is QuestCDN **project number 8222526**. 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](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

### **04 Taxes**

*Add the following to Standard Specification Section 1020 – 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

### **05 Submission of the Proposal, Identity of Bidder & Bid Security**

*Add the following to Standard Specification Section 1020 – 1.12:*

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk  
City of Cedar Falls  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

Proposal for: 2022 UNIVERSITY AVENUE BIOCELL Project  
Project No. ST-115-3147

**FORM OF PROPOSAL**  
**2022 UNIVERSITY AVENUE BIOCELL PROJECT**  
**CITY OF CEDAR FALLS, IOWA**  
**PROJECT NO. ST-115-3147**

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 2022 UNIVERSITY AVENUE BIOCELL 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	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010-D-1	TOPSOIL, ON-SITE	C.Y.	74.5		
2	2010-E	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	336		
3	6010-B	INTAKE, SW-507, MODIFIED	EACH	4		
4	7010-E	CURB & GUTTER, 2.5", 9", P.C.C., TYPE "C" CLASS III	LF	32		
5	7010-E	CURB & GUTTER, 2.5", 10", P.C.C., TYPE "C" CLASS III	LF	32		
6	7030-B	REMOVAL OF CURB AND GUTTER	LF	64		
7	7080-D	STORAGE AGGREGATE - BASE LAYER	TONS	119		
8	7080-E	FILTER AGGREGATE - CHOKER LAYER	TONS	119		
9	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1		
10	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SY	216.5		
11	9030-B	PLANTS WITH WARRANTY, VARIOUS TYPES	EACH	987		
12		MODIFIED SOIL, PLANTING MEDIUM	C.Y.	79.5		
13		MULCH - SHREDDED HARDWOOD	C.Y.	10		
14	4040-A	SUBDRAIN, 6", HDPE	LF	282		
15	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4		
16	9040-F-1	WATTLE, (STRAW), (9")	LF	376		
17	9040-F-2	WATTLE, REMOVAL	LF	376		
18	11,020-A	MOBILIZATION	LS	1		
19	11,050-A	CONCRETE WASHOUT	LS	1		
20		SPECIALTY STONE	TONS	5.75		
21	7080-B	ENGINEERING FABRIC	SF	556.75		
22	9040-T-1	INLET PROTECTION DEVICE	EACH	4		
23	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4		
24	9040-E	TEMPORARY RECP, TYPE 2-A	SY	119		
25		DOME GRATE & DRAIN BASIN ASSEMBLY, 8"	EACH	4		
26		LIGHT POLE ELECTRIC CONDUIT	LF	300		

TOTAL CONSTRUCTION BASE BID: \$ \_\_\_\_\_

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

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

The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The bidder has filled in all blanks on this Proposal.

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

Name of bidder

\_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Title

**BID BOND**  
**PROJECT NO. ST-115-3147**

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)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness

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: 2022 UNIVERSITY AVENUE BIOCELL PROJECT; PROJECT NO. ST-115-3147 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 6th day of June, 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 2022 UNIVERSITY AVENUE BIOCELL 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

## **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the “SUDAS” Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

### **01 Award of Contract**

*Add the following to Standard Specification Section 1030 – 1.03:*

The lowest responsive bidder will be required to furnish a performance, payment, and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

### **02 Availability of Site**

*Add the following to Standard Specification Section 1050 – 1.04:*

During construction of this project, the Contractor will be required to coordinate all work operations with the Department of Public Works, City project contractors, and / or others involved with, but not limited to, the following events:

- 1) Public Works garbage collection operations
- 2) Street Restoration - 2022
- 3) Street Reconstruction – 2022
- 4) Cedar Falls Util. Co. electrical, communications, gas & water main projects
- 5) 2022 Public Sidewalk & Patching Project
- 6) College Hill Arts Festival – June 17 thru 18, 2022
- 7) Sturgis Falls Celebration – June 24 thru 26, 2022

### **03 Subletting or Assignment of Contract**

*Add the following to Standard Specification Section 1080 – 1.01:*

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. An item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

#### **04 Contract Time**

*Add the following to Standard Specification Section 1080 – 1.02:*

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, Contractor should plan to finish by October 24<sup>th</sup>, 2022.

Liquidated damages in the amount of \$800 per calendar day shall be assessed for each calendar day that work remains uncompleted after October 24<sup>th</sup>, 2022.

#### **05 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. Work on Saturdays, Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

#### **06 Liquidated Damages**

*Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:*

Liquidated damages in the amount of eight hundred (\$800.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

#### **07 Progress Payments**

*Add the following to Standard Specification Section 1090 – 1.01:*

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

#### **08 Pollution Prevention Plan**

##### 1. Project Description

This work shall consist of furnishing and installing four bio-retention cells located along the University Avenue corridor which will include placement of 6 inch diameter storm sub-drains, placement of four modified storm sewer intakes, subdrain clean outs, curb and gutter replacement, engineered soil placement, and a variety of native plantings in selected areas of the city and in accordance with the contract documents.

## 2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the site(s). If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the pollution prevention plan as described.
2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

## 3. Certification Statement

### **N.P.D.E.S. CERTIFICATION**

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

**09 METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2022 UNIVERSITY AVENUE BIOCELL PROJECT in accordance with the 2022 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) for public improvements and as further modified by the current City of Cedar Falls’ Supplemental Specifications.

**10 BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2022 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS) as amended by the current City of Cedar Falls’ Supplemental Specifications to the latest edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS), except as amended or supplemented as follows:

## DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2022 UNIVERSITY AVENUE BIOCELL PROJECT in accordance with the 2022 Edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS) as amended by the current City of Cedar Falls’ Supplemental Specifications to the latest edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS), except as amended or supplemented as follows:

### **Item No.10 – Hydraulic Seeding, Fertilizing, and Hydraulic Mulching:**

Seed shall be Type 1, Permanent Lawn Mixture. The subgrade area shall be free of debris and rocks; and raked smooth before applying the hydraulic mulch/seed mix. The seed type shall be Type 1, permanent lawn mixture. The Contractor shall follow SUDAS Specification 9010.305 for the site preparation and the application procedure.

### **Item No. 12 – Modified Soil, Planting Medium**

1. General, 1.08 MEASUREMENT AND PAYMENT, following paragraph “M” insert the following:

“N. MODIFIED SOIL, PLANTING MEDIUM:

1. **MEASUREMENT:** Measurement will be the plan quantity in cubic yards, without final field measurement. The plan quantity will be based upon the proposed excavated area to be filled with modified soil, plus an additional 5% to account for anticipated shrinkage. Adjustments may be made to the plan quantities of agreed to by both the Engineer and the Contractor.
  2. **PAYMENT:** Payment will be at the unit price per cubic yard of modified soil.
  3. **INCLUDES:** Unit price includes, but is not limited to, furnishing, hauling, blending, and placing modified soil.
2. Division 2 – Earthwork, Section 2010 – Earthwork, Subgrade, and Subbase, under PART 2 – PRODUCTS, following section “2.04” insert the following:

“2.05 MODIFIED SOIL

- A. **ORGANIC MATERIAL:** Provide suitable organic material composed of products from plant material such as:
  - i. Compost complying with the requirements for mulch for pneumatic seeding in SUDAS section 9010, 2.07.C.
  - ii. Finely chipped bark (3/8” diameter or less)
  - iii. Finely shredded, partially decomposed mulch
  - iv. Peat and sphagnum peat moss

Other organic material specified by a design engineer or landscape architect provided it has no detrimental chemical compounds, does not have high nutrient content that would increase nutrient loading in leachate, will increase the water holding capacity of the soil media and will enhance the ability to the media to capture pollutants to facilitate breakdown is also acceptable. Compost shall

comply with the requirements for mulch specified in the Iowa SUDAS Specifications Manual, Division 9, Section 9010, Part 2.07.C.

- B. SAND:** Provide clean sand complying with Iowa DOT section 4110, Gradation No. 1.
- C. SOIL:** Provide soil taken from the top 6 inches of the A-horizon, have dark brown to black color, have a granular structure and clay content less than 25% verified with a ribbon test that yields to no more than 1”.
- D. MIXTURE:** The texture of the modified soil mixture will be loamy sand or sandy loam according to the USDA Soil Classification system, soil texture triangle. A laboratory analysis for particle size or a simplified dispersal method for sand content only can also be used to verify soil texture. Thoroughly blend organic materials, sand and soil to provide a mixture with 0-10% suitable organic material, 75-90% sand and 0-25% soil by volume.”

### **Item No. 13 – Shredded Mulch**

Mulch shall be single or double shredded hardwood mulch. The mulch layer should be free of other materials, such as weed seeds, soil, roots, ect. The mulch be applied to a maximum depth of three inches. Grass clippings should not be used as mulch. A sample shall be submitted to the engineer for review and approval prior to installation.

### **Item No. 20 – Specialty Stone**

The specialty stone is to be septic gravel mix ¾“ to 2.5” (50% ¾“) and is to be placed at a depth of 8” as rip rap behind all modified SW-507 locations with engineering fabric underneath, as shown in the D sheets of the plans.

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
					<b>TOTAL:</b>	<b>\$ 103,445.50</b>



## DEPARTMENT OF PUBLIC WORKS

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 31, 2022

**SUBJECT:** 2022 Seal Coat Project  
 City Project Number: SC-000-3273  
 Request for PS&E Approval

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

We recommend setting Monday, June 20, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, June 24, 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 10, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, June 10, 2022, allowing for two (2) weeks of review before contract letting.

This project consists 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

# PROJECT PLANS & SPECIFICATIONS FOR THE SEAL COAT – 2022 PROJECT

Project No. SC-000-3273  
Cedar Falls, Iowa  
July 2022

ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>5/27/2022</u></p> <p>David Wicke, P.E. Iowa License No. P25684 My license renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: <u>All</u></p>

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### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2022 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

The “Standard Specification” is amended by the City of Cedar Falls’ 2022 Supplemental Specifications to the 2022 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:

[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, & ESTIMATE OF COST FOR THE  
SEAL COAT - 2022 PROJECT IN THE  
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, & 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 Contract Cost for the construction of the SEAL COAT – 2022 project in said City at the 7:00 p.m. meeting on the 20<sup>th</sup> day of June 2022, said meeting to be held at the Community Center, 528 Main Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Contract 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 person(s) interested.

Any person(s) interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the Estimated Total Contract Cost of making said improvement.

This notice is 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**  
**SEAL COAT - 2022**

Time and Place of Pre-Bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00pm on the 24<sup>th</sup> day of June, 2022.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00pm on the 24<sup>th</sup> day of June, 2022 at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 5<sup>th</sup> day of July, 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 & Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date as 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 twenty-five (25) working days. Working days will be accumulated concurrently from the date as set forth in the written Notice to Proceed.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://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 material, or both, in the execution of the work provide for in the contract.

Contract Documents: The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questcdn.com](http://www.questcdn.com). This contract is **QuestCDN project number 8226176**. 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](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders

must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

If any prospective bidder is in doubt as the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Matthew Tolan  
Cedar Falls Engineering Department  
220 Clay Street  
Cedar Falls, IA 50613  
[matthew.tolan@cedarfalls.com](mailto:matthew.tolan@cedarfalls.com)

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. 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 Jurisdiction or the Engineer.

Preference for Iowa Products & 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 project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa, Sections 423.2 and 423.45.

Project Description: This Project involves seal coating 16 street sections, multiple single lane drives within 3 cemeteries and 1 parking lot, covering 51,040.00 S.Y. Work shall include proper surface preparation and proper placement and compaction of the surface.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

## **DIVISION 1 – Instructions to Bidders**

The work comprising the Seal Coat - 2022 project shall be constructed in accordance with the 2022 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) and as further modified by the City of Cedar Falls’ 2022 Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

### **01 Definitions & Terms**

*Add the following to the Iowa “SUDAS” Section 1010, 1.03:*

Code of Iowa: The latest edition of the Iowa Code

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: SEAL COAT - 2022 Project No. SC-000-3273

### **02 Qualifications of the Bidders**

*Add the following to the Iowa “SUDAS” Section 1020, 1.01:*

To demonstrate a Bidder’s qualifications to perform the work, within five (5) 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 amounts 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 a similar rate of progress; such additional information as will assist the Owner in determining whether the Bidder is adequately prepared to fulfill the contract. The Owner's decision as to qualifications of the Bidder will be final.

The Owner hereby notifies all Bidders that it will affirmatively ensure that pursuant to advertisement, that any disadvantaged business enterprise will be afforded full opportunity to submit a Proposal in response to said advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration of the awarding of this Project's Contract.

### **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](http://www.cedarfalls.com/QuestCDN) and [www.questcdn.com](http://www.questcdn.com). This contract is QuestCDN **project number 8226176**. 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](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Haley Habinck. No drop-ins will be allowed.

### **04 Taxes**

*Add the following to the Iowa "SUDAS" Section 1020, 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

## **05 Submission of the Proposal, Identity of Bidder, & Bid Security**

*Add the following to the Iowa "SUDAS" Section 1020, 1.12:*

The Bid Security must be in the minimum amount of ten (10%) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to the 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 the current Code of Iowa Chapter 533B are not acceptable bid security.

The Bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or an extension that has been provided for any item that has been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal", followed by: the project name, the project number, the City of Cedar Falls, Iowa, and the Bidder's name. The Form of Proposal shall then include the item numbers, descriptions, units, and quantities. The Bidder shall specify a unit price in figures of dollars and cents for all bid items, extension figures for the respective unit prices, and quantities in a column provided for that purpose, and the total amount of the proposal obtained by adding the correct extensions for each of the bid items. The Form of Proposal shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated Proposal then is to be attached to the supplied Form of Proposal, included herewith, which has the following entries completed: Bid Security sum and form, the name of the Bidder, Bidder's official address, the legible printed name of the Bidder's Representative and title, and the Representative's signature. Also, the "entry area for total bid" line on the supplied Form of Proposal shall be completed with the entry of "see attached."

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk  
 City of Cedar Falls  
 City Hall  
 Cedar Falls, Iowa 50613  
 Proposal for: SEAL COAT - 2022  
 Project No.: SC-000-3273

**Form of Proposal**  
**Seal Coat - 2022**  
Project No. SC-000-3273  
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 SEAL COAT - 2022 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, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	35,430.00		
2	Seal Coat	S.Y.	51,040.00		
4	Pavement Markings, Painted	STA.	11.79		
5	Pavement Markings, Handicapped Symbols	EA.	2.00		
6	Mobilization	L.S.	1.00		
7	Traffic Control	L.S.	1.00		
Total Bid					

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru seven (7). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Proposal 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 Bid opening thereof, or any time thereafter before this proposal 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", as issued.

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_ is submitted herewith in accordance with the Instructions to Bidders.

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

The Bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The Bidder has filled in all blanks on this Proposal.

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

Name of Bidder:

\_\_\_\_\_

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)

\_\_\_\_\_  
Witness

By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Attorney-in-fact

**Bidder Status Form**

**To be completed by all bidders Part A**

Please answer "Yes" or "No" for each of the following:

Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*

Yes  No My company has an office to transact business in Iowa.

Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
 \_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
 \_\_\_\_\_  
 \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

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

**You must submit the completed form to the governmental body requesting bids  
 per 875 Iowa Administrative Code Chapter 156.  
 This form has been approved by the Iowa Labor Commissioner.  
 309-6001 02-14**

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14



## FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment, and construct the public improvement consisting of the: SEAL COAT - 2022 project, Project No. SC-000-3273, 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 6th day of June 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. SC-000-3273 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & 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. Form of Contract
- m. Non-Collusion Affidavit of Prime Bidder
- n. Bidder 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

## **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the Iowa 2022 edition of SUDAS, Standard Specifications, and the City of Cedar Falls' 2022 Supplemental Specifications to Iowa 2022 edition of SUDAS. All sections that are not amended or supplemented remain in full force and effect.

### **01 Award of Contract**

*Add the following to the Iowa "SUDAS" Section 1030, 1.03:*

The successful bidder will be required to furnish a Performance Bond in the sum equal to one hundred (100%) percent of the total proposal.

### **02 Availability of Site**

*Add the following to the Iowa "SUDAS" Section 1050, 1.04:*

Forty-eight (48 hrs.) hours prior to work on a project segment that allows regular parking, the Contractor shall post temporary (light duty non-waterproof cardboard) "No Parking" signage; obtained from the City of Cedar Falls' Public Safety Department, at 4600 South Main Street Road. It is the Contractor's responsibility to install signs on Contractor's uprights (wooden lathes), protect the signs from any inclement weather, if needed; and provide the proposed work dates on the signs.

During construction of this project, the Contractor will be required to coordinate all work operations with the City of Cedar Falls Municipal Operations & Programs Department, project Contractors, and / or others involved with, but not limited to, the following projects and events:

- 1) Municipal Operations street subgrades repair, patching, & preparation
- 2) Municipal Programs parks areas subgrade repair, patching, & preparation
- 3) 2022 Street Reconstruction Project
- 4) Public K-12 CF Community School Start – August 23<sup>rd</sup>, 2022
- 5) University of Northern Iowa (UNI) fall classes begin - August 22<sup>nd</sup>, 2022

### **03 Protection of Line and Grade Stakes**

*Add the following to the Iowa "SUDAS" Section 1050, 1.10:*

The Contractor shall notify the Engineer at least forty-eight (48 hrs.) hours prior to the need for survey stakes. The Contractor shall be responsible for preserving all survey stakes and marks; and if any survey stakes or marks are destroyed or disturbed by the Contractor, the Contractor will be charged for the replacement costs. Final project payment will only be eligible following the Contractor's payment of said replacement costs.

#### **04 Borrow and Waste Sites**

*Add the following to the Iowa "SUDAS" 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. The Engineer will review all proposed disposal sites, prior to their use, to determine acceptability. No payment for overhaul will be allowed for material hauled to these sites. Overhaul will not be measured or paid for but shall be considered incidental to pay items on this project.

#### **05 Subletting or Assignment of Contract**

*Add the following to the Iowa "SUDAS" Section 1080, 1.01:*

The Contractor's own organization shall perform work amounting to not less than thirty (30%) percent of the total contract cost unless otherwise specified. Items designated as specialty items may be performed by subcontract; and the cost of any such specialty items, as performed by subcontract, may be deducted from the total cost before computing the amount of work required by the Contractor's own organization. Any items that have been selected as specialty items for the contract are listed, as such, in the Special Provisions.

#### **06 Contract Time**

*Add the following to the Iowa "SUDAS" Section 1080, 1.02:*

The work on the Contract shall commence within ten (10) calendar days of the date as set forth in the written Notice to Proceed and shall be completed within twenty-five (25) working days.

#### **07 Work Progress and Schedule**

*Add the following to the Iowa "SUDAS" Section 1080, 1.03:*

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) 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 the Iowa "SUDAS" Section 1080, 1.06:*

Work, on project site areas to be seal coated, shall not begin before seven o'clock (7:00 a.m.) in the morning and shall stop at the time of sunset.

### **09 Liquidated Damages**

*Add the following to the Iowa "SUDAS" Section 1080, 1.12:*

Liquidated damages in the amount of eight hundred (\$800.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work. Final project payment will only be eligible following the Contractor's payment of said cost of liquidated damages.

### **10 Vouchers and Progress Payments**

*Add the following to the Iowa "SUDAS" Section 1090, 1.01:*

Before final payment is made, the Contractor shall supply "original certifications" to the Engineer, for all materials supplied, which indicate that the materials are in full conformance with the Base Specifications as amended and supplemented. The Contractor shall also furnish, to the Engineer, "original vouchers" with original signatures 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 payment for a period of ninety (90) calendar days following such completion and approval; unless satisfied that all materials and all laborers have been fully paid for.

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 Sales Tax and the proceeds of General Obligation Bonds. Other combinations of funds may be used at the discretion of the City Council.

A pay estimate will be submitted to the City Council for approval on the first (1st) and the third (3rd) Mondays of each month.

## **11 Pollutant Prevention Plan**

### 1. Site Description

This Project involves the work for seal coat construction which includes all materials, labor, and equipment use necessary to complete the work. See attached plans.

### 2. Erosion and Sediment Controls

All contractors and subcontractors operating on the work sites shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites and disposed of in a proper lawful manner. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids and dispose of in a proper lawful manner.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Storm Water Pollutant Prevention Plan as described.
2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during or at the conclusion of construction.

**National Pollutant Discharge Elimination System (NPDES) Certification**  
**Project No. SC-000-3273**

The Contractor certifies under penalty of law that Contractor understands 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 Contractor is becoming a co-permittee, along with the Owner 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 sites. 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 Water Pollutant Prevention Plan developed under the "NPDES" permit and the terms of the "NPDES" permit.

**12 Staging sites**

One (1) staging sites are available to the Contractor. One site is approximately three hundred (300') feet east of Cameo Street on the south side of Lake Street. The Lake Street site is a storage yard with an unimproved surface and has a locked gate. The Contractor shall determine if a staging site is ample for the purpose(s) intended. After all project work is completed, each staging site utilized, by the Contractor, shall be returned to an original condition that is acceptable to the Project Engineer and the Owner. Any damage(s) to the staging site(s) or any adjacent areas that the Project Engineer attributes to the use of the site(s) by the Contractor shall be restored by the Contractor; at no additional cost to the Owner. The Project Engineer's condition determination(s) of areas pertinent to the use of the staging sites will be final.

**13 Surface protection**

At a minimum of forty-eight (48 hrs.) hours prior to any surface placement, on street sections with project work having a posted speed limit greater than twenty-five (25 mph) miles per hour, the Contractor shall post temporary twenty-five (25 mph) miles per hour signage, being sustainable during high wind, wet weather events, at intervals not to exceed six hundred (600') feet; or closer, if so warranted per the Contractor. The "temporary speed control installation" shall remain in place until the surface becomes stable enough to show no "stripping of aggregate" at the regular speed limit(s). At the Contractor's option, a "pilot car system" may also be used in conjunction with the temporary speed limit signing. Surface protection will be incidental to the Traffic Control Bid Item. Construction Ahead and Reduced Speed signage shall also be properly placed ahead of the work area and warn of the upcoming work area. The Contractor shall also, in conjunction, cover all of the existing higher speed permanent control signage by a means that is sustainable during high wind, wet weather events.

## **14 Method of Measurement**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the Seal Coat - 2022 project in accordance with the 2022 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2022 Supplemental Specifications to the 2022 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

### **Item No. 1 – Surface Preparation**

The area of surface preparation will be computed in square yards (S.Y.) from surface measurements.

### **Item No. 2 – Seal Coat**

The area of one course seal coat will be computed in square yards (S.Y.) from surface measurements.

### **Item No. 3 – Pavement Markings, Painted**

Painted pavement markings will be measured as per the current "I.D.O.T. Specification" Section 2527.04, A., 1.

### **Item No. 4 – Pavement Markings, Handicapped Symbols**

Painted handicapped symbols will be measured, on a per each basis, as per the current "I.D.O.T. Specification" Section 2527.04, A., 4.

### **Item No. 5 - Mobilization**

Mobilization will be measured as per "SUDAS Standard Specification" Division 1, Section 1090, 1.05, D.

### **Item No. 6 – Traffic Control**

Traffic control will be measured on a lump sum (L.S.) basis, as per the current "I.D.O.T. Specification" Section 2528.04, A.

## **15 Basis of Payment**

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price, as bid, on the Form of Proposal for the Seal Coat – 2020 project in accordance with the 2020 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2020 Supplemental Specifications to the 2020 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

### **Item No. 3 – Pavement Markings, Painted**

Pavement markings, painted will be paid for as per the current "I.D.O.T. Specification" 2527.05, A., 1. The number of stations (Sta.) of painted pavement markings of the type

specified and placed with traffic paint, including both temporary and permanent marking, the Contractor will be paid the contract unit price per station (Sta.).

Item No. 4 – Pavement Markings, Handicapped Symbols

Pavement markings, handicapped symbols will be paid for as per the current “I.D.O.T. Specification” 2527.05, A., 4.; with the following modification: For each painted symbol of the type specified and placed with the type of traffic paint specified in the contract documents, the Contractor will be paid the contract unit price.

Item No. 6 - Traffic Control

Traffic Control will be paid for as per the current “I.D.O.T. Specification” Section 2528.05, A., 1.

## SEAL COAT - 2022 PROJECT

### Project No. SC-000-3273

### PROJECT PLAN

**MAYOR**  
Robert M. Green

**COUNCIL MEMBERS**

Dave Sires  
Gill Schultz  
Susan deBuhr  
Dustin Ganfield  
Daryl Kruse  
Simon Harding  
Kelly Dunn

Chase Schrage  
Director, Public Works

David Wicke, P.E.  
City Engineer

Matthew Tolan  
Project Engineer

Index/Plan	
Sht. No.	Description
26	Plan Format Title Sheet
27-28	General Notes
29	Area Tabulations
30	Pavement Markings Tabulation
31	Location Map
<b>Public Works (Street/Parks) Areas</b>	
40	Park Dr (Oakland to Cooley)
41A	Winter Ridge Rd (Parish to Cul-de-sac) (Include Winter Ridge Ln to dead end)
41B	Winter Ridge Ln (Winter Ridge Rd. to dead end)
42	Leversee Rd (Dunkerton Rd to Lonetree Rd)
43	Fleshner Ln (2415 Union to City Limits)
44	Union Rd (W Viking Rd to University Ave)
45	W 28 <sup>th</sup> St (Walnut St to East dead end)
46A	309 Building (Between Concrete and E 4 <sup>th</sup> St)
46B	E 5 <sup>th</sup> St loop to E 4 <sup>th</sup> St (Pending CFU Repair)
47A	Greeley St (Lincoln St to Gateway Parking Lot) (Include parking area by playground)
47B	A St (Lincoln St to Grant St)
47C	B St (Lincoln St to Sturgis Stage)
47D	Grant St (B St to Greeley St)
47E	Logan St (Lincoln St to Grant St)
<b>Public Works (Water Reclamation) Areas</b>	
48	Cottonwood Ln (include turn around in front of lift station) (Scenic to Lift Station) <b>SEWER PRIORITY</b>
49	1024 Lakeview Dr Lane (include turn around in front of lift station) (Lakeview Dr to Lift Station)
<b>Public Works (Cemeteries) Areas</b>	
50	Fairview Cemetery
51	Hillside Cemetery
52	Greenwood Cemetery

## General Notes

- 1) The "Engineer", as indicated in these plans, is defined as:  
     The City Engineer of Cedar Falls, Iowa or an authorized representative  
     Engineering Division  
     City Hall, 220 Clay St.  
     Cedar Falls, IA 50613  
     (319-268-5161)
- 2) The Contractor, in the absence of its principle field agent, shall have on the work site at all times as the Contractor's agent, a competent Superintendent, capable of reading and thoroughly understanding the plans, specifications, and other contract documents; said Superintendent shall be thoroughly experienced in the type of work being performed. The Superintendent shall supervise, direct, and control the Contractor's operations, all personnel, all work, and the coordination of all work of the sub-contractor(s). The Superintendent shall have full authority to execute orders or directions of the Engineer without delay; and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. The Contractor shall give the Engineer written notification of the name and all contact information of the Superintendent. The Superintendent's copy of the specifications, plans, and other contract documents that are needed to perform the work shall be available on the project site(s) at all times.
- 3) It is the Contractor's responsibility to maintain all existing storm and sanitary sewer systems in an open and functioning condition during all phases of the work. Any cost(s) associated with maintaining the existing systems including cleaning, removing debris, and necessary repairs resulting from the Contractor's operations will be the Contractor's responsibility.
- 4) During construction work of this project, the Contractor will be required to coordinate all operations with those of other contractors working within the same areas of the following projects and events:
  - Cedar Falls Public Works Division seal coat street patching and preparation
  - Cedar Falls Parks Division seal coat area patching and preparation
  - 2022 Street Construction Project
  - W. 27<sup>th</sup> Street Reconstruction Project
  - UNI Fall Classes start – August 22<sup>nd</sup>
  - Public Grade Schools begin - August 23
- 5) The Contractor shall notify the Engineer of all proposed traffic control changes prior to any change being made so that all emergency authorities, and public and private entities that would most likely be impacted, can be notified.
- 6) The Contractor shall not use any property owner's water, electricity or utility without written permission from that property owner. Prior to the use of any property owner's water, electricity or utility, a copy of the written permission must be submitted to the Engineer.
- 7) The Contractor shall furnish all necessary traffic control devices and the cost shall be incidental to the Traffic Control bid item on this project. All traffic control devices shall

conform to the latest revision of the Part VI (Temporary Traffic Control) of the Manual on Uniform Traffic Control Devices (MUTCD). All temporary "No Parking" signs shall be removed after each phase of work, on a street segment, is done and all barricades erected for each phase of work, on a street segment, shall be removed or otherwise dismantled to prevent driver apathy. Safety closures shall conform to I.D.O.T. specification 2518. The Contractor's use of flaggers and pilot cars, when use is chosen by the Contractor to achieve surface stability and prevent "stripping of aggregate" at the regular speed limit and/or to limit the Contractor's liability in protecting the public, shall be incidental to the Traffic Control bid item.

- 8) The State of Iowa Statewide Urban Design and Specifications (SUDAS) for public improvements, 2015 Edition with the exception of the State of Iowa SUDAS Division 4, Section 4060, 3.04, D. and the current City of Cedar Falls' 2015 Supplemental Specifications to the SUDAS specifications shall apply to the work performed on this project.
- 9) This design presumes temporary stockpiling of materials can be accomplished within the limits of the multiple City staging sites provided for this improvement. The Contractor may elect to procure private staging easements outside of the City staging and work areas at the Contractor's own expense to facilitate the work. Prior to the use of a Contractor procured private staging easement, a copy of the written easement permission must be submitted to the Engineer. The Contractor shall determine if a City staging site has ample area for the purpose(s) intended. After all project work is completed, each staging site utilized, by the Contractor, shall be returned to an original condition that is acceptable to the Project Engineer and the Owner. Any damage(s) to the staging site(s) or any adjacent areas that the Project Engineer attributes to the use of the site(s) by the Contractor shall be restored by the Contractor; at no additional cost to the Owner. The Project Engineer's condition determination(s) of areas pertinent to the use of staging sites will be final.
- 10) The Contractor shall leave each work site free of debris at the end of EACH working day. The Contractor shall clean up each portion of the total work area as it is completed. The Contractor shall clean up and remove all rubbish, debris, and surplus material(s). The Contractor shall leave all sites in a neat condition acceptable to the Engineer and the Owner.
- 11) The Contractor shall not disturb any desirable grass areas or any desirable trees. Any cost(s) associated with any disturbance and necessary repair(s) and/or replacement(s), to restore the condition(s) equal to or better than original as determined by the Engineer, resulting from the Contractor's operations will be the Contractor's responsibility

SEAL COAT - 2022 PROJECT  
Area Tabulation

Item 36.

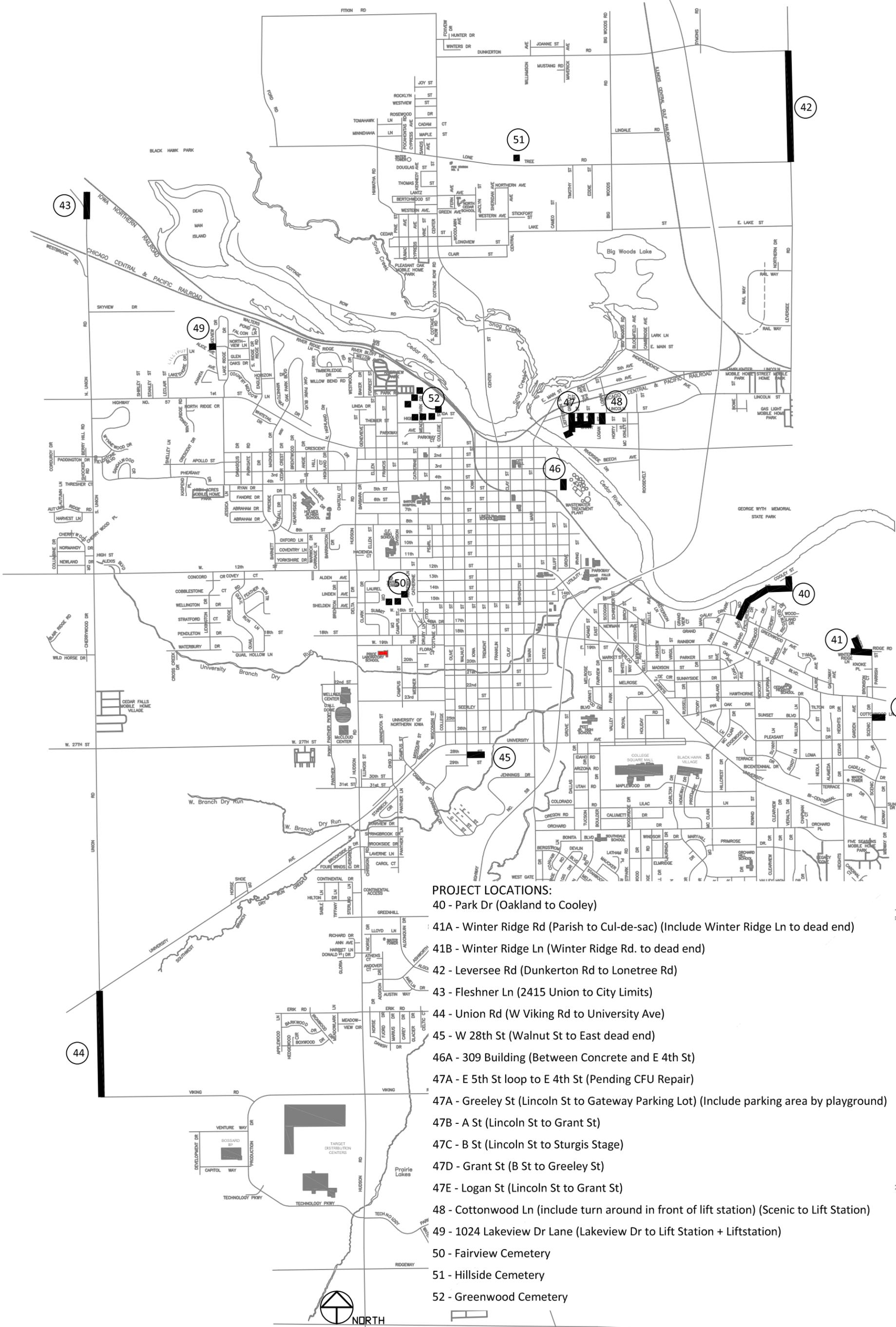
Location Area Number	Item	Bid Item Number					
		1	2	4	5	6	7
		Surface Preparation	One Course Seal Coat	Pavement Markings, Painted	Pavement Markings, Handicap Symbols	Mobilization	Traffic Control
		S.Y.	S.Y.	Sta.	Ea.	L.S.	L.S.
40	Park Dr (Oakland to Cooley)	5,200	5,200	---	---	0.101881	0.101881
41A	Winter Ridge Rd (Parish to Cul-de-sac) (Include Winter Ridge Ln to dead end)	2,250	2,250	---	---	0.044083	0.044083
41B	Winter Ridge Ln (Winter Ridge Rd. to dead end)						
42	Leversee Rd (Dunkerton Rd to Lonetree Rd)	8,330	8,330	---	---	0.163205	0.163205
43	Fleshner Ln (2415 Union to City Limits)	780	780	---	---	0.015282	0.015282
44	Union Rd (W Viking Rd to University Ave)	8,700	8,700	11.79	---	0.170455	0.170455
45	W 28th St (Walnut St to East dead end)	1,150	1,150	---	---	0.022531	0.022531
46A	309 Building (Between Concrete and E 4th St)	2,010	2,010	---	---	0.039381	0.039381
46B	E 5th St loop to E 4th St (Pending CFU Repair)						
47A	Greeley St (Lincoln St to Gateway Parking Lot) (Include parking area by playground)						
47B	A St (Lincoln St to Grant St)	5,000	5,000	---	2	0.097962	0.097962
47C	B St (Lincoln St to Sturgis Stage)						
47D	Grant St (B St to Greeley St)						
47E	Logan St (Lincoln St to Grant St)	1,000	1,000			0.019592	0.019592
48	Cottonwood Ln (include turn around in front of lift station) (Scenic to Lift Station) SEWER PRIORITY	490	490			0.009600	0.009600
49	1024 Lakeview Dr Lane (include turn around in front of lift station) (Lakeview Dr to Lift Station)	520	520			0.010188	0.010188
50	Fairview Cemetery	0	3,400	---	---	0.066614	0.066614
51	Hillside Cemetery	0	1,200	---	---	0.023511	0.023511
52	Greenwood Cemetery	0	11,010		---	0.215713	0.215713
<b>Totals:</b>		<b>35,430.00</b>	<b>51,040.00</b>	<b>11.79</b>	<b>2.00</b>	<b>1.00</b>	<b>1.00</b>

Pavement Markings, Painted Tabulation

Item	Broken Lane Line (Yellow)	Edge Line (White)	Edge Line (Yellow)	No Passing, North/East/Bound	No Passing, South/West/Bound	Solid Parking Lines (White)	Stop Bars (White)	R.R. Crossing and bars @ symbols (white)	R.R. Crossing Symbol(s) (white)	Handicapped Symbol(s)	
	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Each	Each	
40 Park Dr (Oakland to Cooley)											
41A Winter Ridge Rd (Parish to Cul-de-sac) (Include Winter Ridge Ln to dead end)											
41B Winter Ridge Ln (Winter Ridge Rd. to dead end)											
42 Leversee Rd (Dunkerton Rd to Lonetree Rd)											
43 Fleshner Ln (2415 Union to City Limits)											
44 Union Rd (W Viking Rd to University Ave)				4.14	4.14		0.24				
45 W 28th St (Walnut St to East dead end)											
46A 309 Building (Between Concrete and E 4th St)											
46B E 5th St loop to E 4th St (Pending CFU Repair)											
47A Greeley St (Lincoln St to Gateway Parking Lot) (Include parking area by playground)										2.00	
47B A St (Lincoln St to Grant St)											
47C B St (Lincoln St to Sturgis Stage)											
47D Grant St (B St to Greeley St)											
47E Logan St (Lincoln St to Grant St)											
48 Cottonwood Ln (include turn around in front of lift station) (Scenic to Lift Station) SEWER PRIORITY											
49 1024 Lakeview Dr Lane (include turn around in front of lift station) (Lakeview Dr to Lift Station)											
50 Fairview Cemetery											
51 Hillside Cemetery											
52 Greenwood Cemetery											
Subtotals, field measure	0.00	0.00	0.00	4.14	4.14	0.00	0.24	0.00	0.00	2.00	
Item Multipliers	0.25	1.00	1.00	1.25	1.25	1.00	6.00	3.00	1.00	1.00	
Subtotals, adjusted	0.00	0.00	0.00	5.18	5.18	0.00	1.44	0.00	0.00	2.00	
Stations Total									11.79		
Symbol Count Total									0.00		2.00

# CITY OF CEDAR FALLS

## SEAL COAT 2022 PROJECT LOCATION MAP



- PROJECT LOCATIONS:**
- 40 - Park Dr (Oakland to Cooley)
  - 41A - Winter Ridge Rd (Parish to Cul-de-sac) (Include Winter Ridge Ln to dead end)
  - 41B - Winter Ridge Ln (Winter Ridge Rd. to dead end)
  - 42 - Lerversee Rd (Dunkerton Rd to Lonetree Rd)
  - 43 - Fleshner Ln (2415 Union to City Limits)
  - 44 - Union Rd (W Viking Rd to University Ave)
  - 45 - W 28th St (Walnut St to East dead end)
  - 46A - 309 Building (Between Concrete and E 4th St)
  - 47A - E 5th St loop to E 4th St (Pending CFU Repair)
  - 47A - Greeley St (Lincoln St to Gateway Parking Lot) (Include parking area by playground)
  - 47B - A St (Lincoln St to Grant St)
  - 47C - B St (Lincoln St to Sturgis Stage)
  - 47D - Grant St (B St to Greeley St)
  - 47E - Logan St (Lincoln St to Grant St)
  - 48 - Cottonwood Ln (include turn around in front of lift station) (Scenic to Lift Station)
  - 49 - 1024 Lakeview Dr Lane (Lakeview Dr to Lift Station + Liftstation)
  - 50 - Fairview Cemetery
  - 51 - Hillside Cemetery
  - 52 - Greenwood Cemetery

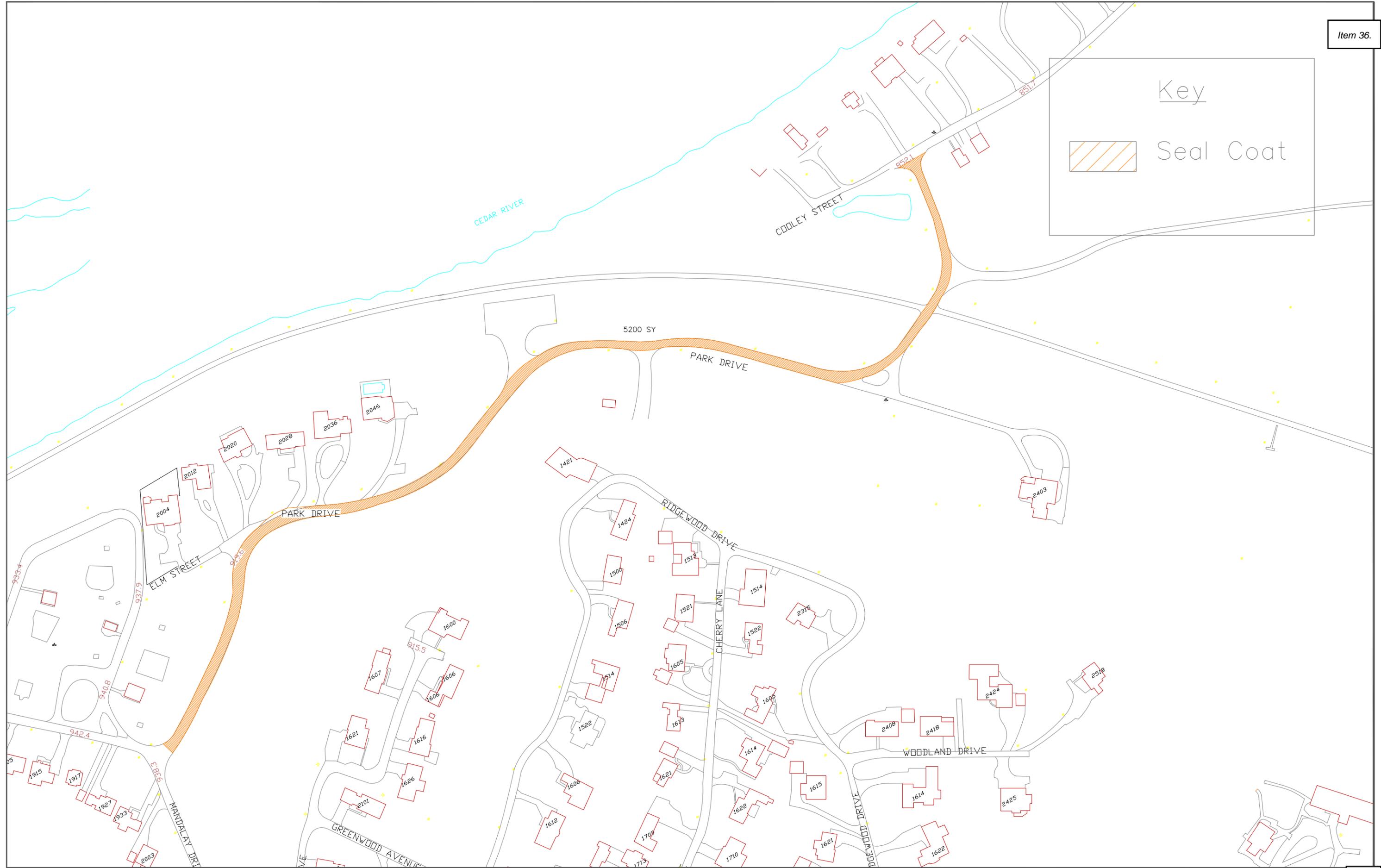


NOT TO SCALE

Key



Seal Coat



SHEET NO.	40				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Park Drive



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

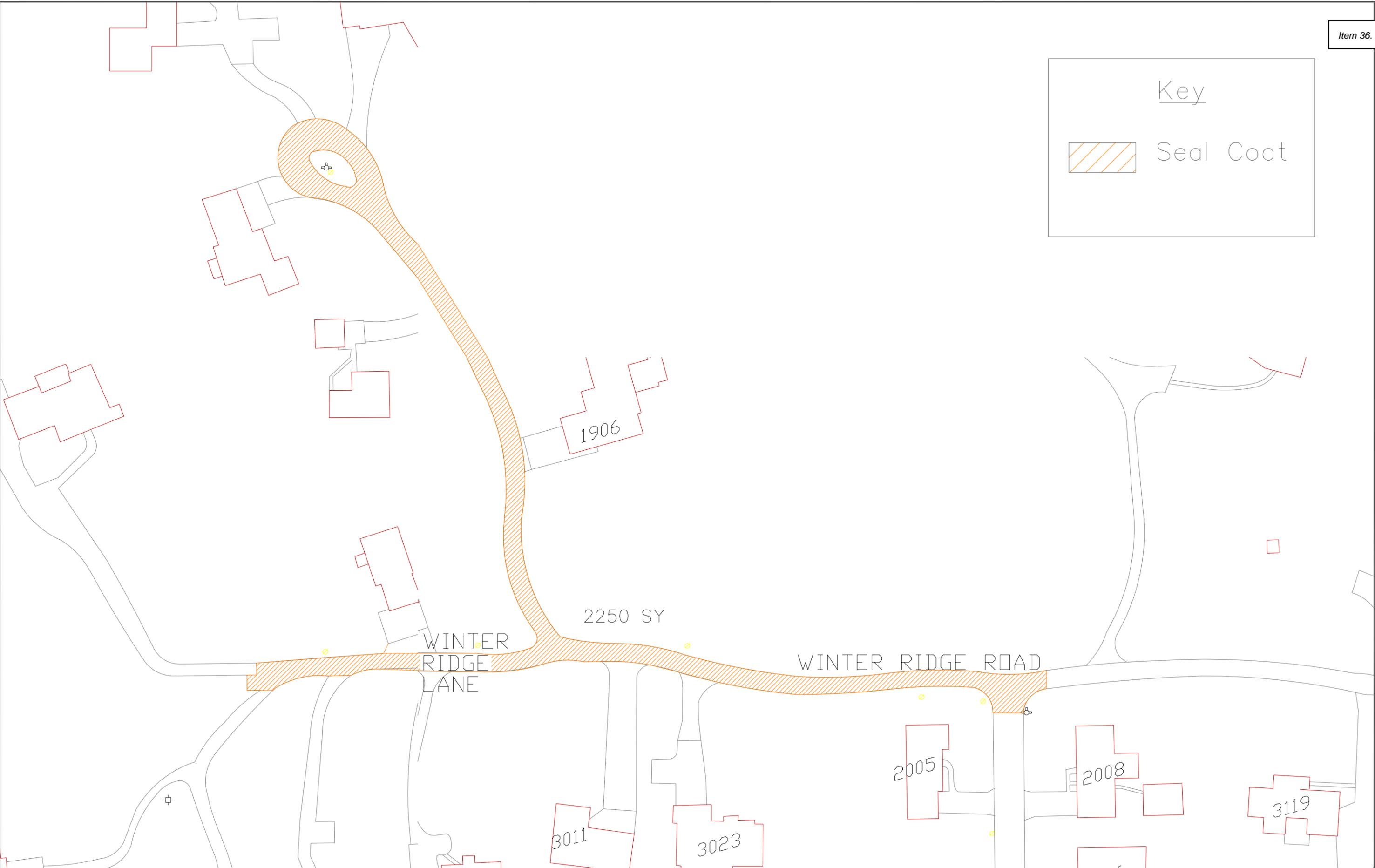
CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	482
TOTAL SHEETS	

Key



Seal Coat



SHEET NO.	41				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Winter Ridge



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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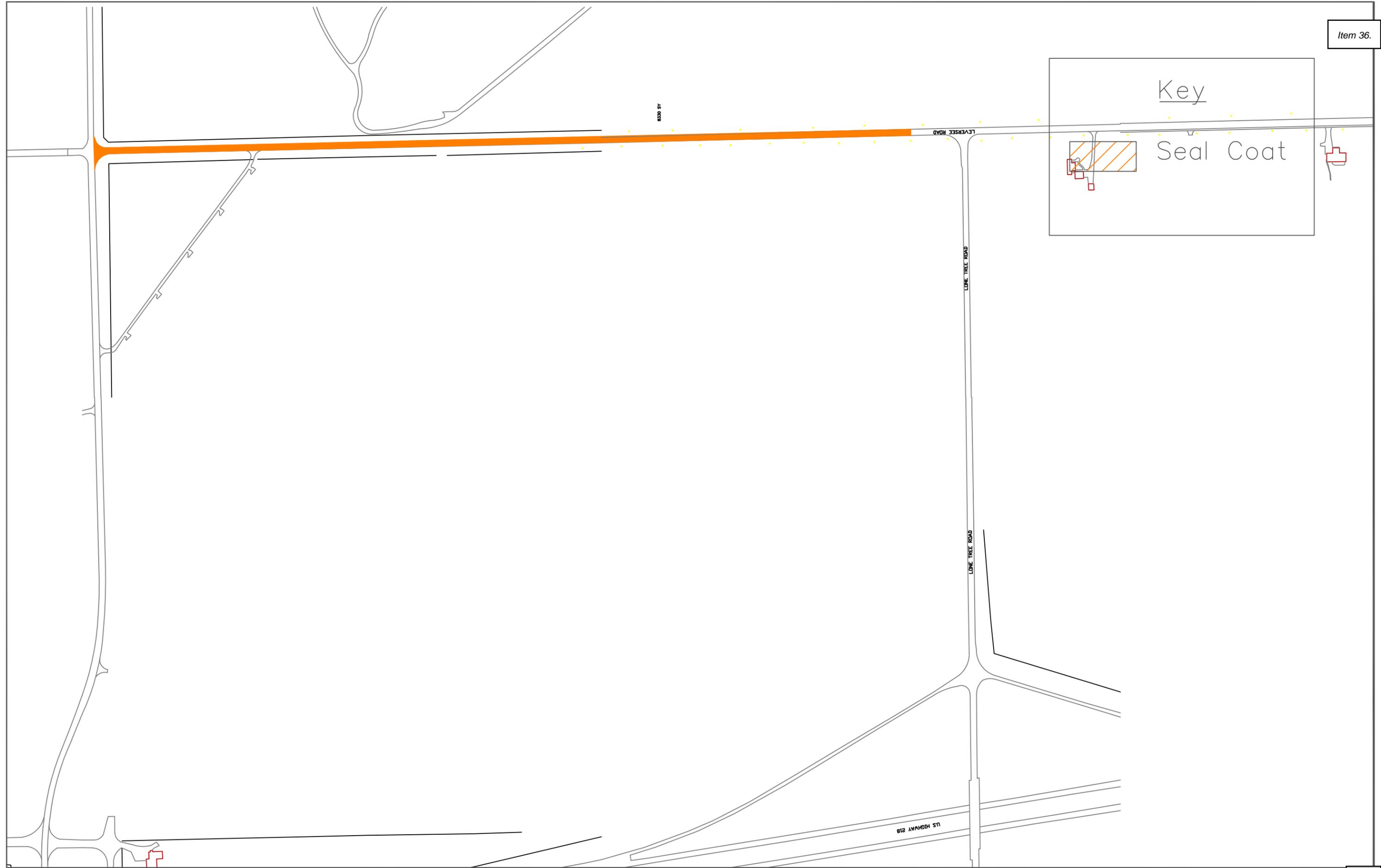
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DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	483
TOTAL SHEETS	

Key



Seal Coat



SHEET NO.	42				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Leverssee Road



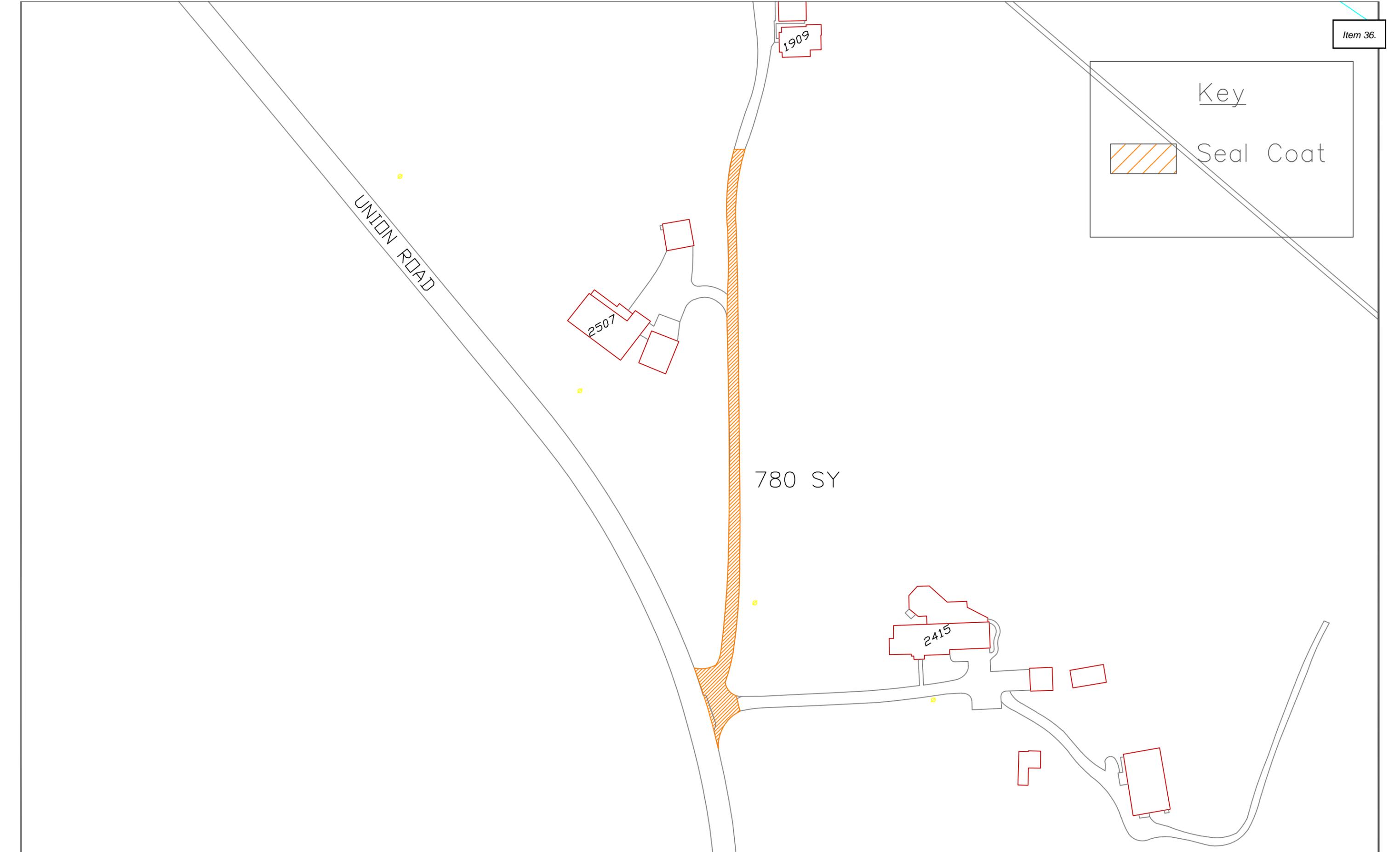
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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DRAWN BY:	MBT
CHECKED BY:	

Key



Seal Coat



SHEET NO.	43			
TOTAL SHEETS		NO.	DATE	REVISION
				INIT.

Seal Coat-2022 Project

Fleshner Lane

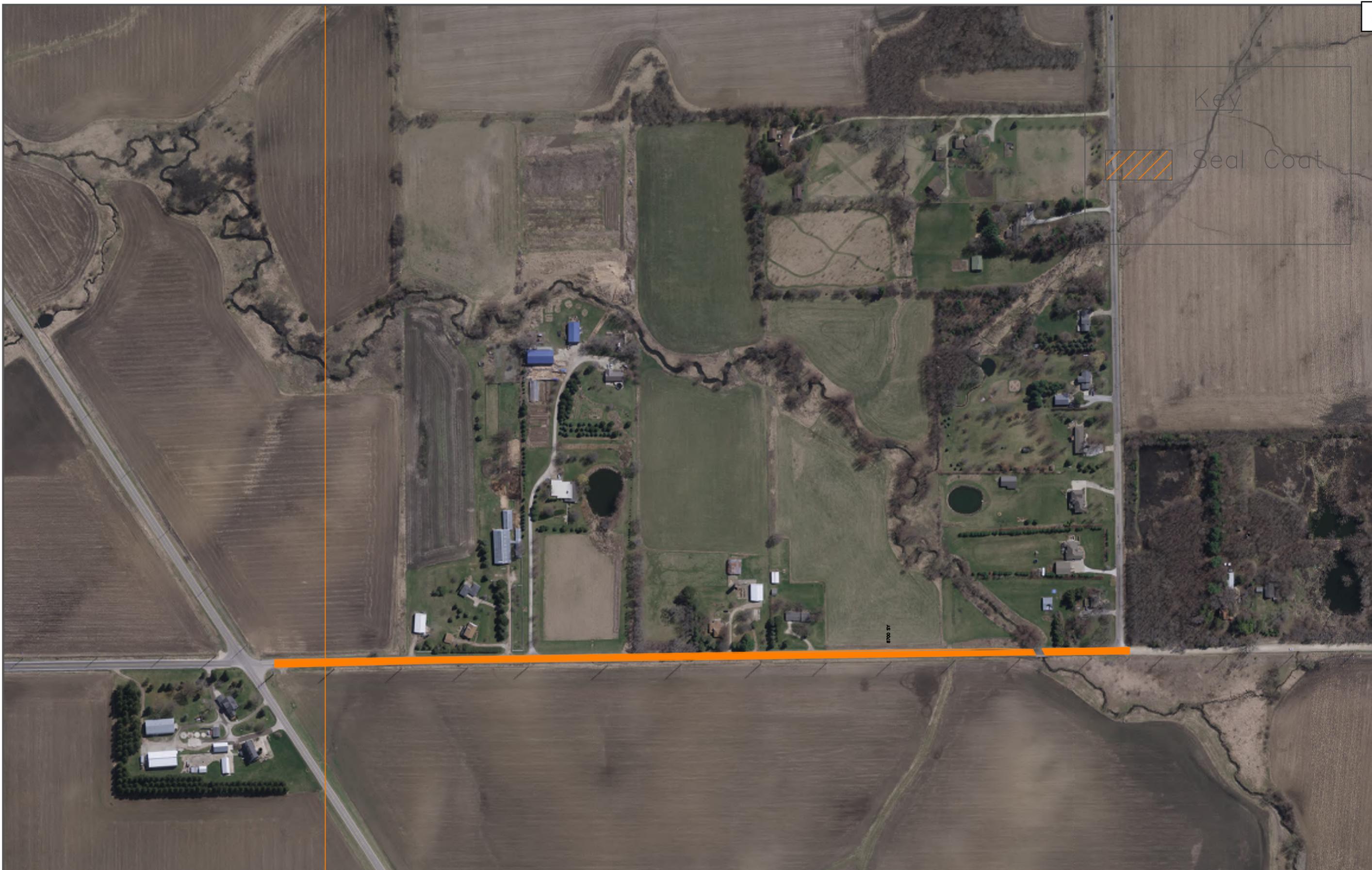


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161

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CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	



Key



Seal Coat

8700 BY

SHEET NO.	44			
TOTAL SHEETS		NO.	DATE	REVISION
				INIT.

Seal Coat-2022 Project

Union Road

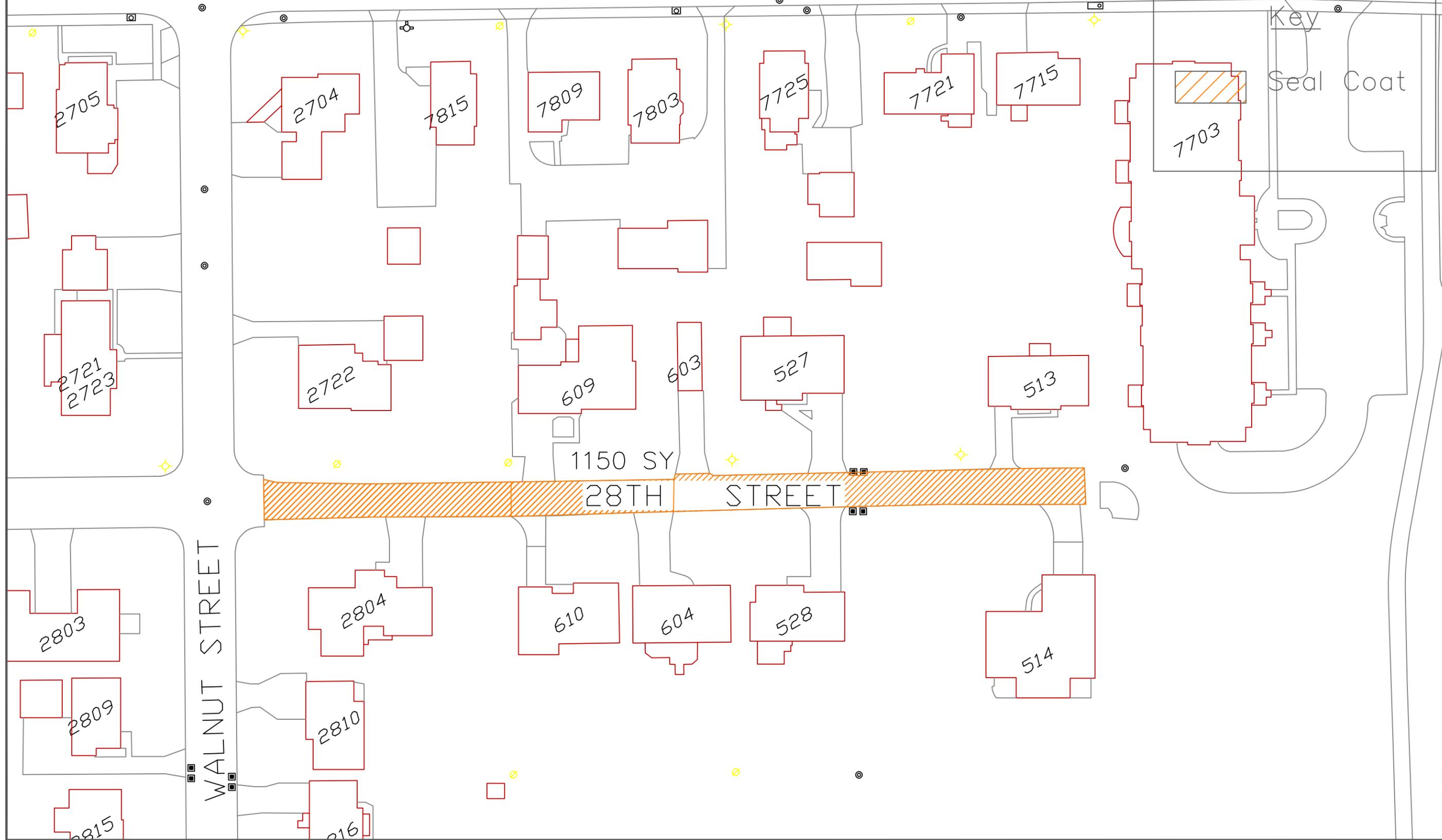


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ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	44
TOTAL SHEETS	

# UNIVERSITY AVENUE



Key  
Seal Coat

SHEET NO.	45				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

W. 28th Street

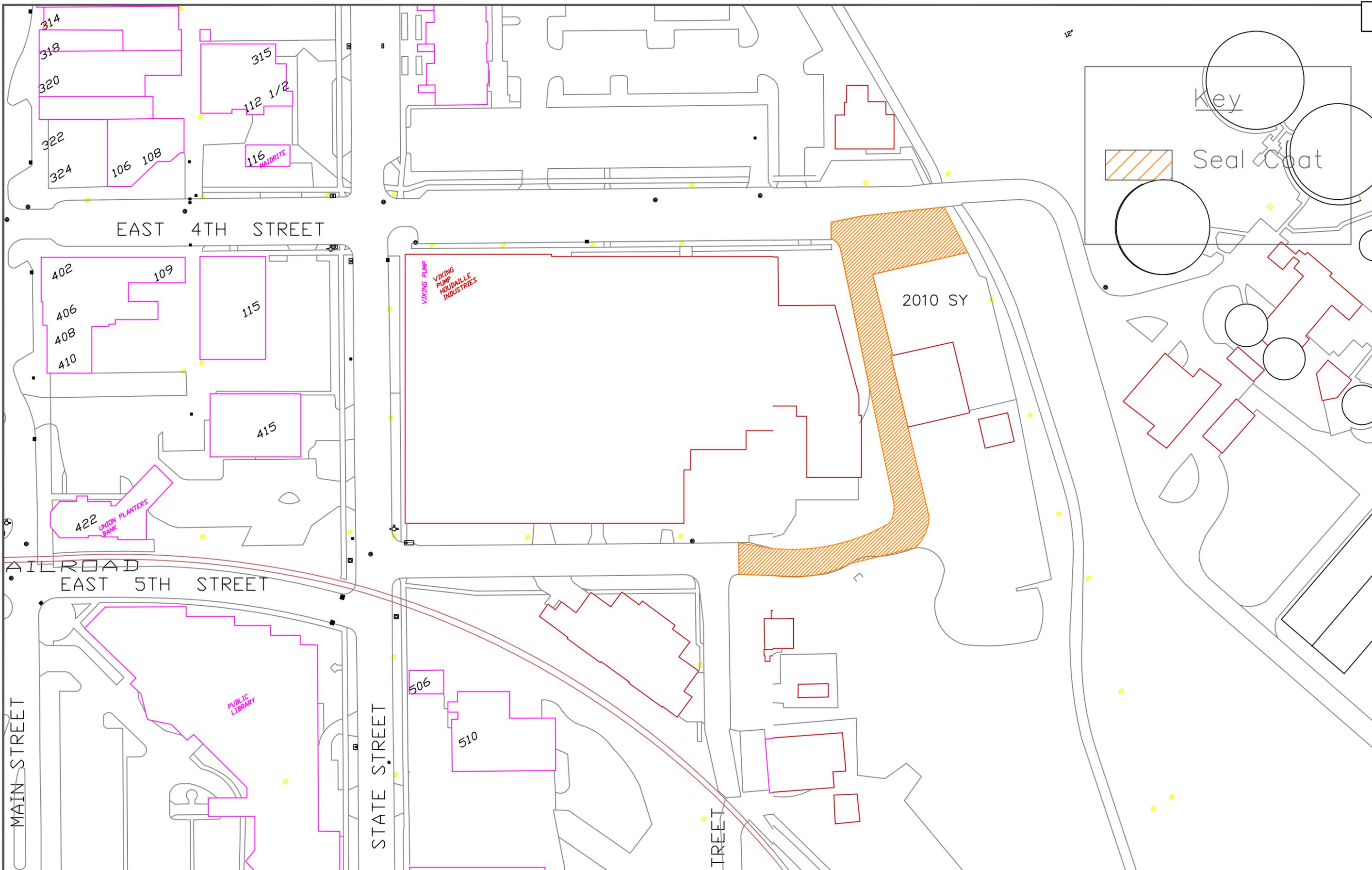


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
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CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	45
TOTAL SHEETS	

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 By: Matthew Tolon  
 Date: May 31, 2022 - 8:10 AM



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TOTAL SHEETS			
NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

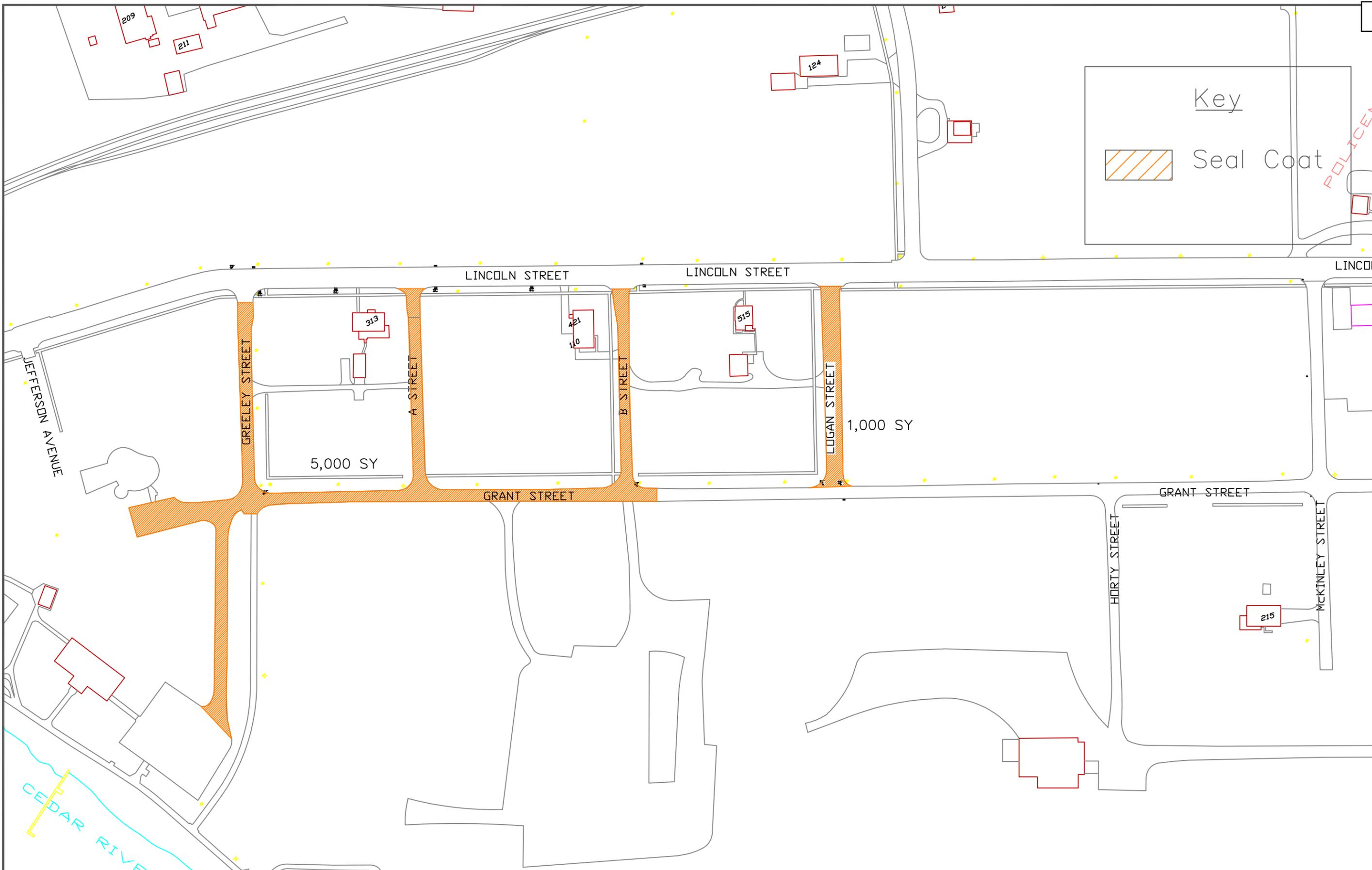
309 Building (E. 4th Street)



DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3273	SHEET NO.	46
DRAWN BY:	MBT	TOTAL SHEETS	
CHECKED BY:			

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SHEET NO.	47				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Greeley/Grant/A Street/B Street/ Logan

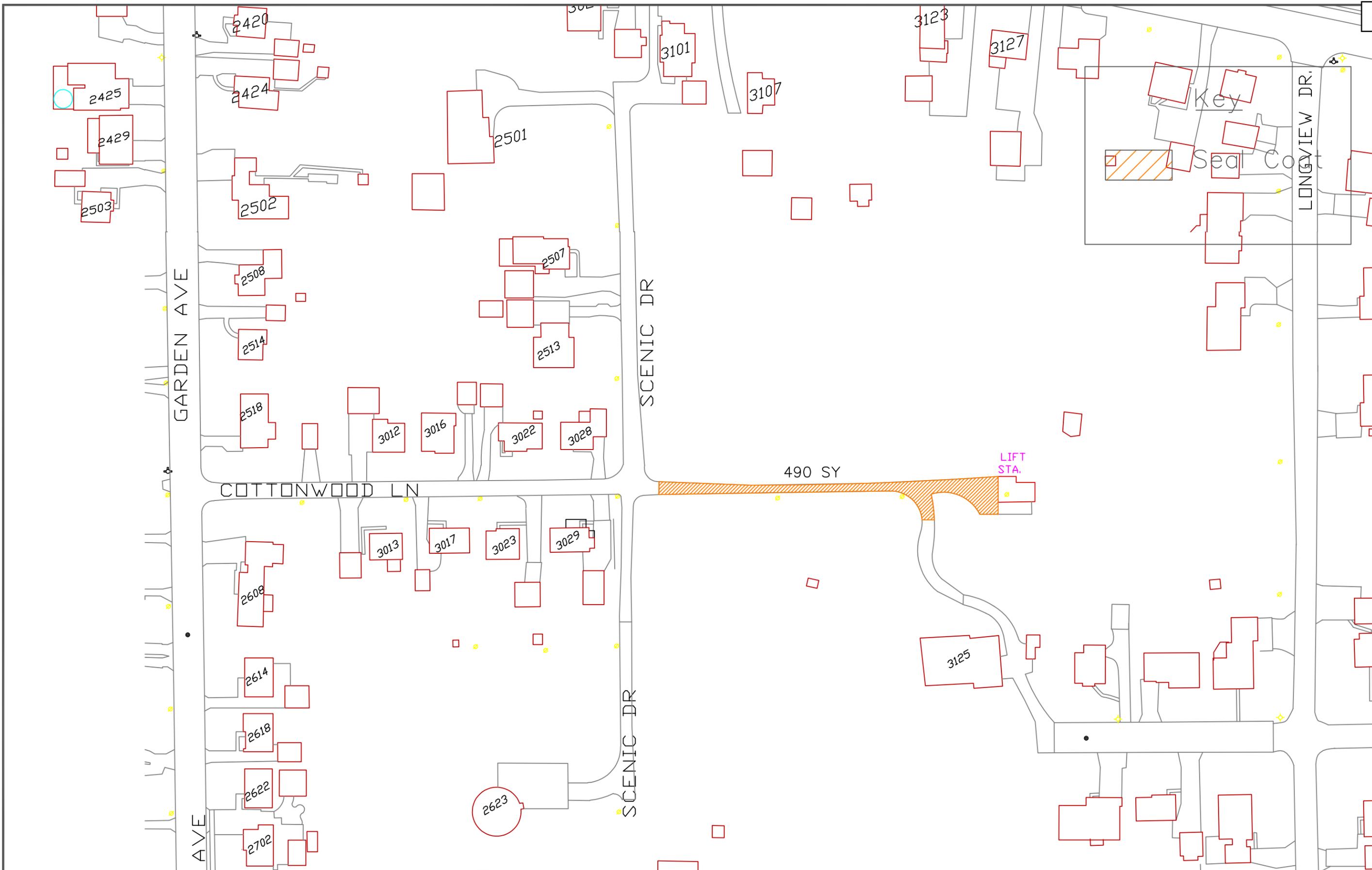


DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	47
TOTAL SHEETS	

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Date: May 31, 2022 - 8:11 AM



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TOTAL SHEETS		NO.	DATE	REVISION
				INIT.

Seal Coat-2022 Project

Cottonwood Lane Lift Station

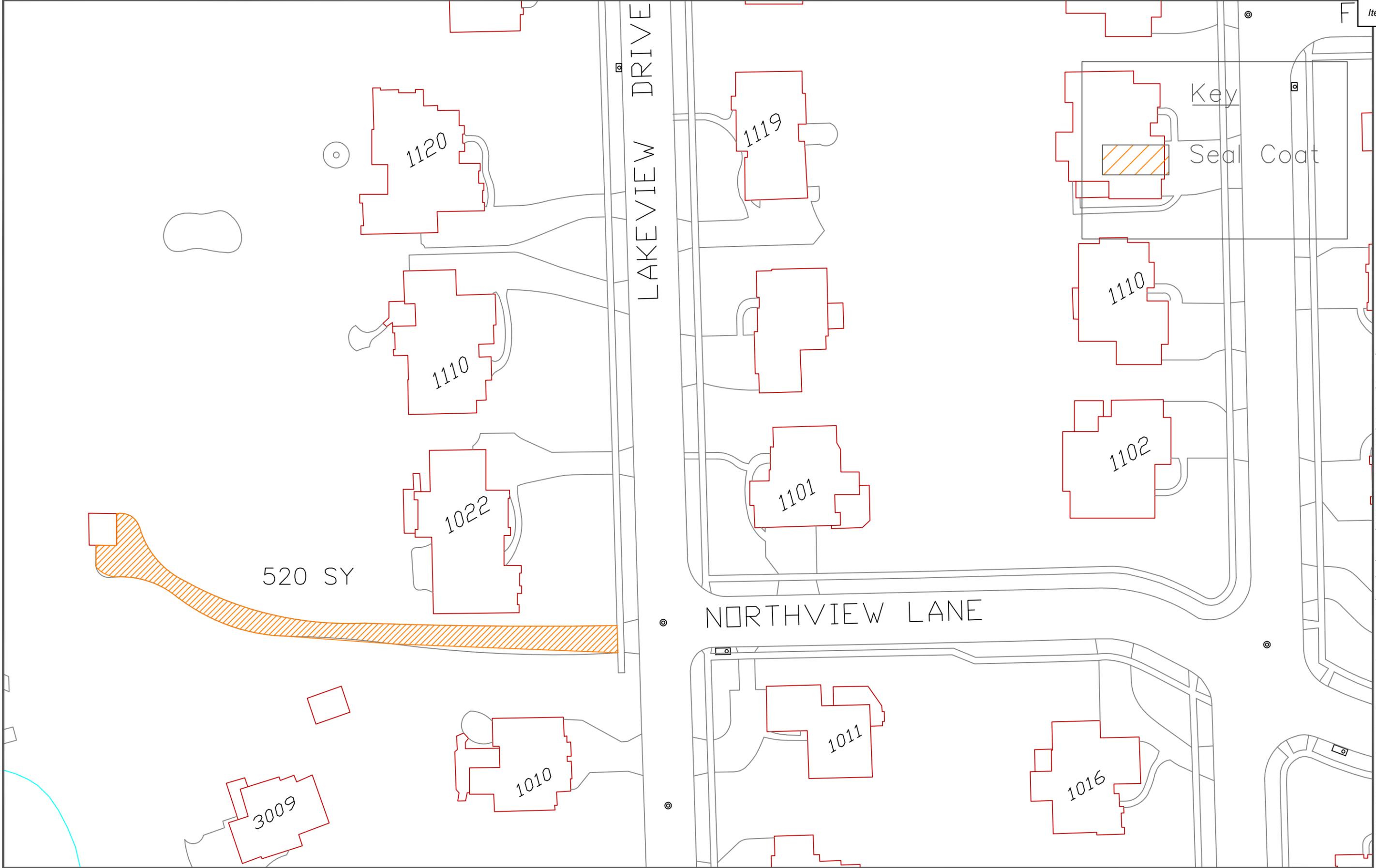


DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY of CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161

CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

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TOTAL SHEETS	

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 By: Matthew Tolon  
 Date: May 31, 2022 - 8:11 AM



SHEET NO.	49				
TOTAL SHEETS		NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Lake Street Lift Station

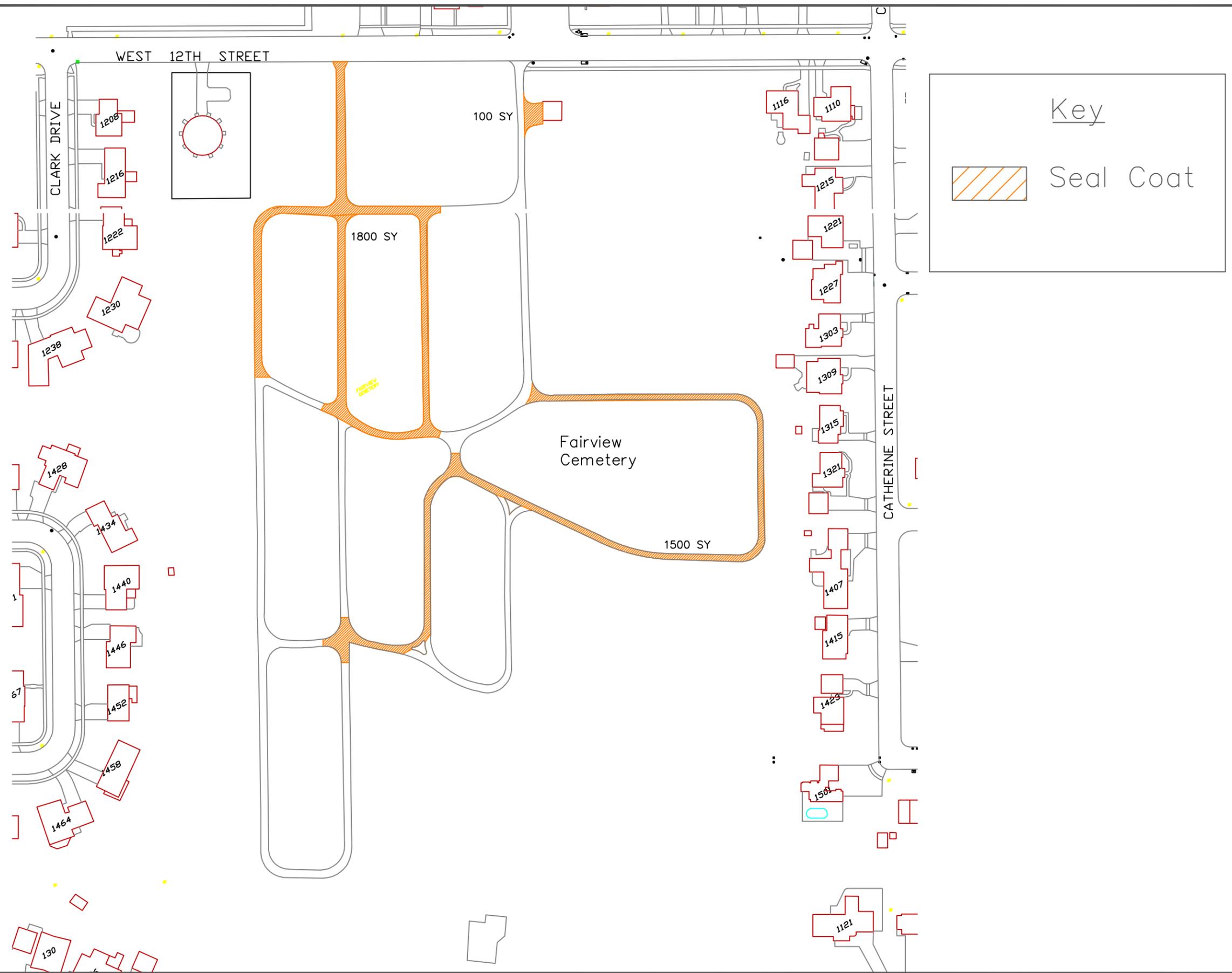


DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY of CEDAR FALLS, IOWA  
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CITY PROJECT NUMBER	SC-000-3273
DRAWN BY:	MBT
CHECKED BY:	

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TOTAL SHEETS	

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 By: Matthew Tolan  
 Date: May 31, 2022 - 8:12 AM



SHEET NO.	50			
TOTAL SHEETS		NO.	DATE	REVISION
				INIT.

Seal Coat-2022 Project

Fairview Cemetery



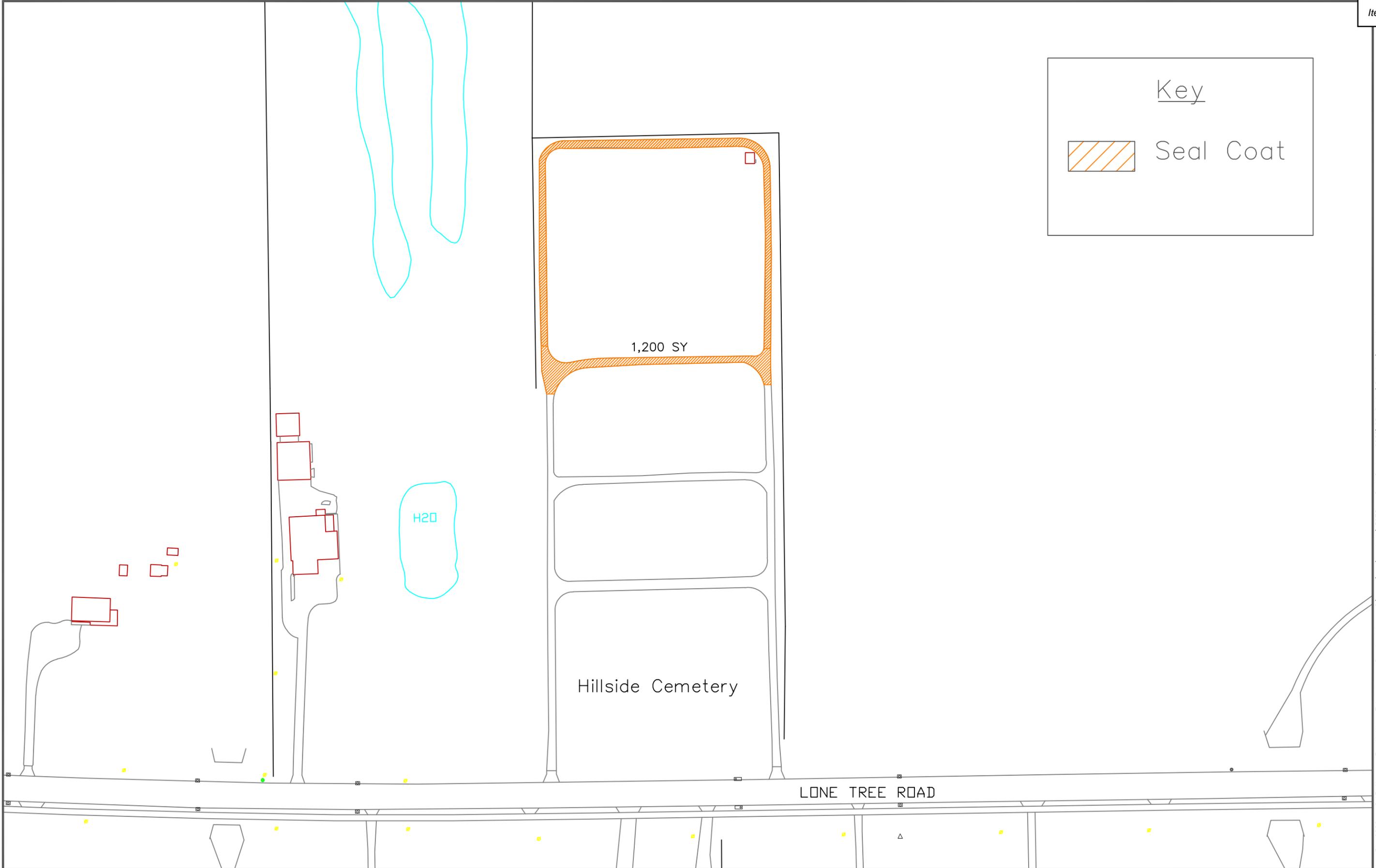
DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING SERVICES  
 CITY of CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
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CITY PROJECT NUMBER	SC-000-3272
DRAWN BY:	MBT
CHECKED BY:	

SHEET NO.	50
TOTAL SHEETS	

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Key

 Seal Coat


SHEET NO.	51			
TOTAL SHEETS		NO.	DATE	REVISION
				INIT.

Seal Coat-2022 Project

Hillside Cemetery



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-3161  
"OUR CITIZENS ARE OUR BUSINESS"

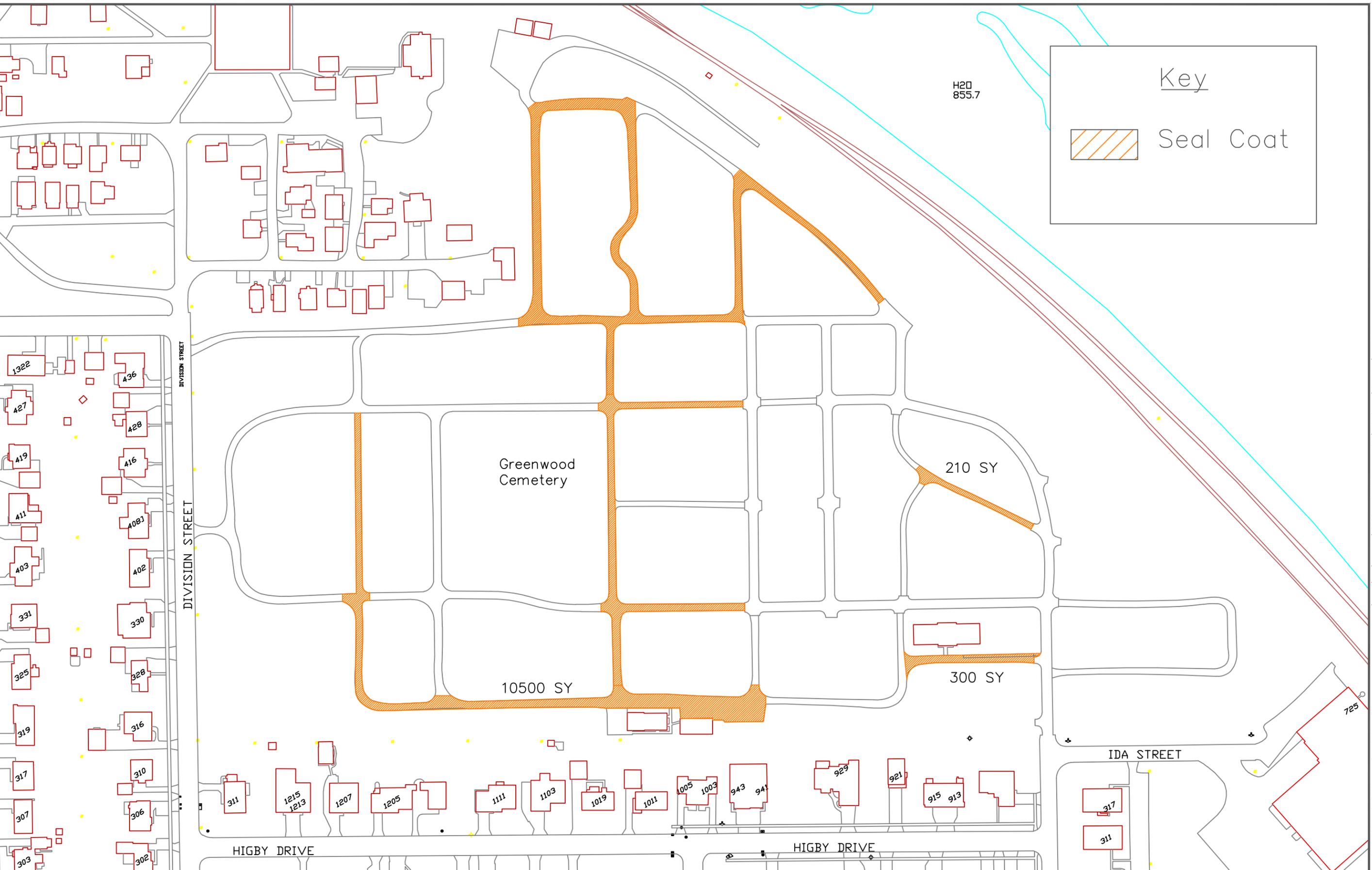
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CHECKED BY:			

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By: Matthew Tolon  
e: May 31, 2022 - 8:13 AM

Key



Seal Coat



SHEET NO.	52		
TOTAL SHEETS			
NO.	DATE	REVISION	INIT.

Seal Coat-2022 Project

Greenwood Cemetery



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING SERVICES  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
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CITY PROJECT NUMBER  
SC-000-3273  
DRAWN BY: MBT  
CHECKED BY:

SHEET NO.	52
TOTAL SHEETS	

Plot Date: May 31, 2022 - 8:13 AM By: Matthew Tolon Drawing Name: G:\users\eng\projects\3273 - Seal Coat - 2022\08\_Design\Drawings\Location Maps.dwg

## 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

# Daily Invoices for Council Meeting 6/6/22

PREPARED 05/31/2022, 9:01:29  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 11/2022

Item 37.

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION--- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1008-441.72-99					OPERATING SUPPLIES / POSTAGE				
2076			11/22 AP 05/24/22	0397043	CMRS-POC	136.63			05/26/22
			POC#8031880-REPL.POSTAGE		03/28/22-05/24/22				
ACCOUNT TOTAL						136.63	.00	136.63	
101-1028-441.72-99					OPERATING SUPPLIES / POSTAGE				
2076			11/22 AP 05/24/22	0397043	CMRS-POC	51.77			05/26/22
			POC#8031880-REPL.POSTAGE		03/28/22-05/24/22				
2076			11/22 AP 05/24/22	0397043	CMRS-POC	42.64			05/26/22
			POC#8031880-REPL.POSTAGE		03/28/22-05/24/22				
ACCOUNT TOTAL						94.41	.00	94.41	
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
2076			11/22 AP 05/24/22	0397043	CMRS-POC	9.97			05/26/22
			POC#8031880-REPL.POSTAGE		03/28/22-05/24/22				
ACCOUNT TOTAL						9.97	.00	9.97	
101-1038-441.81-32					PROFESSIONAL SERVICES / TUITION ASSISTANCE				
2015			11/22 AP 05/07/22	0397008	GETZ, JOSH	1,410.00			05/16/22
			TUITION REIMBURSEMENT		VICTIMOLOGY/CRIME SCENE+				
ACCOUNT TOTAL						1,410.00	.00	1,410.00	
101-1048-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
2076			11/22 AP 05/24/22	0397043	CMRS-POC	9.12			05/26/22
			POC#8031880-REPL.POSTAGE		03/28/22-05/24/22				
ACCOUNT TOTAL						9.12	.00	9.12	
101-1060-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
2012			12/22 AP 05/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	58.32			05/26/22
			65# WHITE CARDSTOCK						
1944			12/22 AP 05/09/22	0000000	SANDEE'S LIMITED	199.50			05/26/22
			STAFF NAME TAGS						
1944			12/22 AP 04/29/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.99			05/26/22
			6" RULER & PENCIL SHARPENR						
1944			12/22 AP 04/29/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	61.52			05/26/22
			POSTAGE METER LABELS (X8)						
1944			12/22 AP 04/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.36			05/26/22
			LEDGER SIZE PAPER (X2) &		POSTAGE METER LABELS (X2)				
1944			12/22 AP 04/27/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	145.44			05/26/22
			AVERY LABELS, LABEL MAKER		TAPE, LETTER SIZE PAPER				

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FUND 101 GENERAL FUND									
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued		
ACCOUNT TOTAL							506.13	.00	506.13
101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY									
1944				12/22	AP 04/22/22 0000000	SIGNS BY TOMORROW HOURS OF OPERATION	55.00		05/26/22
ACCOUNT TOTAL							55.00	.00	55.00
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22	AP 05/24/22 0397043	CMRS-POC	28.29		05/26/22
2012				12/22	AP 04/26/22 0000000	POC#8031880-REPL POSTAGE QUADIENT FINANCE USA, INC.	300.00		05/26/22
ACCOUNT TOTAL							328.29	.00	328.29
101-1060-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2051				12/22	AP 05/17/22 0000000	GIESLER, ROBERT TECHNOLOGY ASSISTANCE	80.00		05/26/22
ACCOUNT TOTAL							80.00	.00	80.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
2051				12/22	AP 05/12/22 0000000	GORDON FLESCH COMPANY INC COPIER CONTRACT	1,190.59		05/26/22
ACCOUNT TOTAL							1,190.59	.00	1,190.59
101-1060-423.85-01 UTILITIES / UTILITIES									
1944				12/22	AP 05/05/22 0000000	CEDAR FALLS UTILITIES LIBRARY UTILITIES	4,391.21		05/26/22
ACCOUNT TOTAL							4,391.21	.00	4,391.21
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1944				12/22	AP 05/03/22 0000000	SHRED-IT USA	48.15		05/26/22
1944				12/22	AP 04/30/22 0000000	DOCUMENT DESTRUCTION BLUE BIN RECYCLING	150.00		05/26/22
2012				12/22	AP 04/29/22 0000000	CURBSIDE RECYCLING ARAMARK	15.70		05/26/22
2012				12/22	AP 04/26/22 0000000	LIBRARY MAT SERVICE DE SOLUTIONS	840.00		05/26/22

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND						continued		
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
MICROFILM READER								
ACCOUNT TOTAL						1,053.85	.00	1,053.85
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS								
1944		12/22	AP	04/21/22	0000000	14.40		05/26/22
ADULT BOOKS (MEM RIEBE)								
ACCOUNT TOTAL						14.40	.00	14.40
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM								
2012		12/22	AP	05/16/22	0000000	161.45		05/26/22
FO TL:YA-YOUNG ADULT BOOKS								
1944		12/22	AP	04/26/22	0000000	52.32		05/26/22
INGRAM ENTERTAINMENT INC.								
GAMES								
1944		12/22	AP	04/22/22	0000000	117.45		05/26/22
BAKER & TAYLOR BOOKS								
FO TL:MEMORIAL-ADULT BOOKS								
1944		12/22	AP	04/22/22	0000000	110.00		05/26/22
SIGNS BY TOMORROW								
OF OPERATION INSTALLATION								
1944		12/22	AP	04/21/22	0000000	56.94		05/26/22
BAKER & TAYLOR BOOKS								
FO TL:YA-YOUNG ADULT BOOKS								
ACCOUNT TOTAL						498.16	.00	498.16
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.								
2012		12/22	AP	05/17/22	0000000	4.53		05/26/22
OFFICE EXPRESS OFFICE PRODUCT								
SIDED REMOVABLE TAPE								
2012		12/22	AP	05/16/22	0000000	28.34		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
2012		12/22	AP	05/11/22	0000000	125.77		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/10/22	0000000	19.14		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/09/22	0000000	250.00		05/26/22
BLANK PARK ZOO								
BLANK PARK ZOO MEMBERSHIP								
1944		12/22	AP	05/09/22	0000000	70.66		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/06/22	0000000	70.05		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/04/22	0000000	47.59		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/03/22	0000000	183.17		05/26/22
BAKER & TAYLOR BOOKS								
BOOKS								
1944		12/22	AP	05/02/22	0000000	2,025.00		05/26/22
NISSSEN, THOMAS								
MINECRAFT PROGRAM								
2029		11/22	AP	04/29/22	0397017	225.00		05/18/22
LIVING CHARACTERS								

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FUND 101 GENERAL FUND									
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						continued			
1944				12/22 AP 04/28/22	0000000	BERG 2 RMB SUMMERFEST BAKER & TAYLOR BOOKS	19.75		05/26/22
1944				12/22 AP 04/26/22	0000000	BERG 2 RMB SLP '22-YOUTH BOOKS	2,249.59		05/26/22
1944				12/22 AP 04/26/22	0000000	BERG 2 RMB SLP '22-YOUTH BOOKS	60.56		05/26/22
1944				12/22 AP 04/26/22	0000000	BERG 2 RMB SLP '22-YOUTH BOOKS	69.46		05/26/22
1944				12/22 AP 04/25/22	0000000	BERG 2 RMB SLP '22-YOUTH BOOKS	31.16		05/26/22
						BERG 2 RMB SLP '22-YOUTH BOOKS			
						ACCOUNT TOTAL	5,479.77	.00	5,479.77
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
2012				12/22 AP 05/13/22	0000000	DEMCO, INC	118.66		05/26/22
2012				1/4" FILAMENT & 2" BOOK		TAPES			
				12/22 AP 05/05/22	0000000	SHOWCASES	647.64		05/26/22
						DVD CASES (2, 3, 4, & 6- DISC CASES)			
						ACCOUNT TOTAL	766.30	.00	766.30
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1944				12/22 AP 05/01/22	0000000	OCLC, INC. CATALOG AND METADATA	743.86		05/26/22
						SUBSCRIPTION			
						ACCOUNT TOTAL	743.86	.00	743.86
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS									
1944				12/22 AP 05/09/22	0000000	OFFICE EXPRESS OFFICE PRODUCT REAMS)	29.32		05/26/22
1944				12/22 AP 05/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT BRUSH PENS & PENCILS	53.32		05/26/22
						ACCOUNT TOTAL	82.64	.00	82.64
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
2012				12/22 AP 05/16/22	0000000	BAKER & TAYLOR BOOKS	108.38		05/26/22
						ADULT BOOKS			
2012				12/22 AP 05/12/22	0000000	BAKER & TAYLOR BOOKS	347.42		05/26/22
						ADULT BOOKS			
2012				12/22 AP 05/11/22	0000000	BAKER & TAYLOR BOOKS	183.30		05/26/22
						ADULT BOOKS			
1944				12/22 AP 05/10/22	0000000	BAKER & TAYLOR BOOKS	18.99		05/26/22
						ADULT BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS							continued		
1944		12/22 AP		05/09/22	0000000	BAKER & TAYLOR BOOKS	541.27		05/26/22
						ADULT BOOKS			
1944		12/22 AP		05/06/22	0000000	BAKER & TAYLOR BOOKS	184.55		05/26/22
						ADULT BOOKS			
1944		12/22 AP		05/04/22	0000000	BAKER & TAYLOR BOOKS	323.26		05/26/22
						ADULT BOOKS			
1944		12/22 AP		05/03/22	0000000	BAKER & TAYLOR BOOKS	144.92		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/28/22	0000000	BAKER & TAYLOR BOOKS	106.53		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/28/22	0000000	BAKER & TAYLOR BOOKS	34.02		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/26/22	0000000	BAKER & TAYLOR BOOKS	104.27		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/26/22	0000000	BAKER & TAYLOR BOOKS	300.13		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/25/22	0000000	BAKER & TAYLOR BOOKS	360.02		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/22/22	0000000	BAKER & TAYLOR BOOKS	132.96		05/26/22
						ADULT BOOKS			
1944		12/22 AP		04/21/22	0000000	BAKER & TAYLOR BOOKS	406.16		05/26/22
						ADULT BOOKS			
ACCOUNT TOTAL							3,296.18	.00	3,296.18
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
2012		12/22 AP		05/16/22	0000000	BAKER & TAYLOR BOOKS	37.34		05/26/22
						YOUNG ADULT BOOKS			
2012		12/22 AP		05/12/22	0000000	BAKER & TAYLOR BOOKS	48.73		05/26/22
						YOUNG ADULT BOOKS			
2012		12/22 AP		05/11/22	0000000	BAKER & TAYLOR BOOKS	43.55		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		05/10/22	0000000	BAKER & TAYLOR BOOKS	356.15		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		05/09/22	0000000	BAKER & TAYLOR BOOKS	11.39		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		05/06/22	0000000	BAKER & TAYLOR BOOKS	29.60		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		05/03/22	0000000	BAKER & TAYLOR BOOKS	7.79		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		04/28/22	0000000	BAKER & TAYLOR BOOKS	26.49		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		04/26/22	0000000	BAKER & TAYLOR BOOKS	115.73		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		04/26/22	0000000	BAKER & TAYLOR BOOKS	14.24		05/26/22
						YOUNG ADULT BOOKS			
1944		12/22 AP		04/22/22	0000000	BAKER & TAYLOR BOOKS	52.98		05/26/22
						YOUNG ADULT BOOKS			

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FUND 101 GENERAL FUND										
101-1061-423.89-21			MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS					continued		
1944		12/22 AP	04/21/22	0000000			BAKER & TAYLOR BOOKS	10.25		05/26/22
							YOUNG ADULT BOOKS			
ACCOUNT TOTAL								754.24	0.00	754.24
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2012		12/22 AP	05/16/22	0000000			BAKER & TAYLOR BOOKS	103.03		05/26/22
							YOUTH BOOKS			
2012		12/22 AP	05/12/22	0000000			BAKER & TAYLOR BOOKS	23.32		05/26/22
							YOUTH BOOKS			
2012		12/22 AP	05/11/22	0000000			BAKER & TAYLOR BOOKS	129.23		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/10/22	0000000			BAKER & TAYLOR BOOKS	810.13		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/10/22	0000000			BAKER & TAYLOR BOOKS	22.21		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/09/22	0000000			BAKER & TAYLOR BOOKS	21.64		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/06/22	0000000			BAKER & TAYLOR BOOKS	14.36		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/04/22	0000000			BAKER & TAYLOR BOOKS	55.23		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	05/03/22	0000000			BAKER & TAYLOR BOOKS	58.18		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/28/22	0000000			BAKER & TAYLOR BOOKS	77.47		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/26/22	0000000			BAKER & TAYLOR BOOKS	47.08		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/26/22	0000000			BAKER & TAYLOR BOOKS	14.37		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/26/22	0000000			EAST WEST BOOKS	315.01		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/25/22	0000000			BAKER & TAYLOR BOOKS	50.32		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/22/22	0000000			BAKER & TAYLOR BOOKS	77.56		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/22/22	0000000			BAKER & TAYLOR BOOKS	890.36		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/21/22	0000000			BAKER & TAYLOR BOOKS	47.45		05/26/22
							YOUTH BOOKS			
1944		12/22 AP	04/19/22	0000000			WORLD BOOK SCHOOL AND LIBRARY	89.00		05/26/22
							YOUTH BOOKS			
ACCOUNT TOTAL								2,845.95	0.00	2,845.95
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
2012		12/22 AP	05/16/22	0000000			BAKER & TAYLOR BOOKS	31.12		05/26/22

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FUND 101 GENERAL FUND									
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS							continued		
						LARGE PRINT BOOKS			05/26/22
2012				12/22 AP 05/12/22	0000000	BAKER & TAYLOR BOOKS	19.20		05/26/22
						LARGE PRINT BOOKS			05/26/22
2012				12/22 AP 05/11/22	0000000	BAKER & TAYLOR BOOKS	17.39		05/26/22
						LARGE PRINT BOOKS			05/26/22
1944				12/22 AP 05/01/22	0000000	CENTER POINT LARGE PRINT	47.94		05/26/22
						LARGE PRINT BOOKS			05/26/22
1944				12/22 AP 04/25/22	0000000	BAKER & TAYLOR BOOKS	56.40		05/26/22
						LARGE PRINT BOOKS			05/26/22
1944				12/22 AP 04/22/22	0000000	CENGAGE LEARNING INC	21.00		05/26/22
						LARGE PRINT BOOKS			05/26/22
1944				12/22 AP 04/21/22	0000000	CENGAGE LEARNING INC	18.20		05/26/22
						LARGE PRINT BOOKS			
						ACCOUNT TOTAL	211.25	.00	211.25
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
2012				12/22 AP 05/12/22	0000000	BAKER & TAYLOR ENTERTAINMENT	69.58		05/26/22
						ADULT CD MUSIC			05/26/22
2012				12/22 AP 05/12/22	0000000	FINDAWAY WORLD LLC	292.45		05/26/22
						ADULT PLAYAWAYS			05/26/22
1944				12/22 AP 04/26/22	0000000	BAKER & TAYLOR BOOKS	16.49		05/26/22
						ADULT CD BOOKS			05/26/22
1944				12/22 AP 04/25/22	0000000	BAKER & TAYLOR ENTERTAINMENT	20.36		05/26/22
						ADULT CD MUSIC			05/26/22
1944				12/22 AP 04/22/22	0000000	BAKER & TAYLOR ENTERTAINMENT	12.73		05/26/22
						ADULT CD MUSIC			05/26/22
1944				12/22 AP 04/21/22	0000000	BAKER & TAYLOR BOOKS	57.18		05/26/22
						ADULT CD BOOKS			05/26/22
1944				12/22 AP 04/20/22	0000000	BAKER & TAYLOR ENTERTAINMENT	16.13		05/26/22
						ADULT CD MUSIC			
						ACCOUNT TOTAL	484.92	.00	484.92
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
2012				12/22 AP 05/13/22	0000000	BAKER & TAYLOR ENTERTAINMENT	136.41		05/26/22
						ADULT VIDEOS			05/26/22
2012				12/22 AP 05/11/22	0000000	BAKER & TAYLOR ENTERTAINMENT	17.49		05/26/22
						ADULT VIDEOS			05/26/22
1944				12/22 AP 05/06/22	0000000	BAKER & TAYLOR ENTERTAINMENT	228.07		05/26/22
						ADULT VIDEOS			05/26/22
1944				12/22 AP 05/02/22	0000000	BAKER & TAYLOR ENTERTAINMENT	162.28		05/26/22
						ADULT VIDEOS			05/26/22
1944				12/22 AP 04/29/22	0000000	BAKER & TAYLOR ENTERTAINMENT	33.58		05/26/22
						ADULT VIDEOS			05/26/22
1944				12/22 AP 04/22/22	0000000	BAKER & TAYLOR ENTERTAINMENT	16.79		05/26/22
						ADULT VIDEOS			

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1061-423.89-25					MISCELLANEOUS SERVICES / ADULT VIDEO	continued		05/26/22
1944		12/22	AP	04/20/22	0000000 BAKER & TAYLOR ENTERTAINMENT	118.19		
					ADULT VIDEOS			
					ACCOUNT TOTAL	712.81	.00	712.81
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES								
2012		12/22	AP	05/16/22	0000000 AUTHENTIC CREATIVES, LLC	50.00		05/26/22
					ICLIPART.COM SITE LICENSE			
					06/15/22-06/14/23			05/26/22
2012		12/22	AP	05/11/22	0000000 INGRAM ENTERTAINMENT INC.	120.31		
					ADULT VIDEO GAMES			05/26/22
2012		12/22	AP	05/11/22	0000000 INGRAM ENTERTAINMENT INC.	235.60		
					YOUNG ADULT VIDEO GAMES			05/26/22
2012		12/22	AP	05/11/22	0000000 INGRAM ENTERTAINMENT INC.	36.99		
					YOUNG ADULT VIDEO GAMES			05/26/22
1944		12/22	AP	05/03/22	0000000 INGRAM ENTERTAINMENT INC.	41.99		
					YOUNG ADULT VIDEO GAMES			05/26/22
1944		12/22	AP	04/26/22	0000000 INGRAM ENTERTAINMENT INC.	104.65		
					YOUNG ADULT VIDEO GAMES			05/26/22
					ACCOUNT TOTAL	589.54	.00	589.54
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS								
2012		12/22	AP	05/08/22	0000000 NEW YORK TIMES	624.00		05/26/22
					NEW YORK TIMES SUB.			
					5/8/22-5/6/23			
					ACCOUNT TOTAL	624.00	.00	624.00
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO								
2012		12/22	AP	05/11/22	0000000 BAKER & TAYLOR ENTERTAINMENT	10.18		05/26/22
					YOUTH CD MUSIC			
					ACCOUNT TOTAL	10.18	.00	10.18
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO								
1944		12/22	AP	04/21/22	0000000 MIDWEST TAPE, LLC	84.72		05/26/22
					YOUTH VIDEOS			
					ACCOUNT TOTAL	84.72	.00	84.72
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO								
1944		12/22	AP	05/06/22	0000000 BAKER & TAYLOR BOOKS	28.59		05/26/22
					YOUNG ADULT CD BOOKS			
1944		12/22	AP	04/22/22	0000000 BAKER & TAYLOR BOOKS	25.29		05/26/22
					YOUNG ADULT CD BOOKS			

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO <span style="float:right">continued</span>									
						ACCOUNT TOTAL	53.88	.00	53.88
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO									
2012				12/22	AP 05/13/22 0000000	BAKER & TAYLOR ENTERTAINMENT	24.49		05/26/22
						YOUNG ADULT VIDEOS			
2012				12/22	AP 05/11/22 0000000	BAKER & TAYLOR ENTERTAINMENT	269.42		05/26/22
						YOUNG ADULT VIDEOS			
						ACCOUNT TOTAL	293.91	.00	293.91
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1944				12/22	AP 05/06/22 0000000	OVERDRIVE, INC.	263.82		05/26/22
						ADULT E-BOOKS			
1944				12/22	AP 04/30/22 0000000	OVERDRIVE, INC.	170.99		05/26/22
						ADULT E-BOOKS			
1944				12/22	AP 04/22/22 0000000	OVERDRIVE, INC.	314.23		05/26/22
						ADULT E-BOOKS			
						ACCOUNT TOTAL	749.04	.00	749.04
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS									
1944				12/22	AP 05/02/22 0000000	OFFICE EXPRESS OFFICE PRODUCT LABEL MAKER, RULER, & SCISSORS	59.21		05/26/22
1944				12/22	AP 04/29/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COMPASS, PENCIL SHARPENER & AAA BATTERIES	25.08		05/26/22
						ACCOUNT TOTAL	84.29	.00	84.29
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22	AP 05/24/22 0397043	CMRS-POC	10.31		05/26/22
						POC#8031880-REPL.POSTAGE			
2076				11/22	AP 05/24/22 0397043	CMRS-POC	250.73		05/26/22
						POC#8031880-REPL.POSTAGE			
						ACCOUNT TOTAL	261.04	.00	261.04
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2057				11/22	AP 05/18/22 0397031	GRAHAM, SHANE	7.00		05/24/22
						RMB:PRKG.-ECON.DEV.CONF.			
2057				11/22	AP 04/28/22 0397030	GAINES, RON	194.22		05/24/22
						RMB:MILEAGE-3/22-4/28/22			
2057				11/22	AP 03/22/22 0397030	GAINES, RON	206.51		05/24/22
						RMB:MILEAGE-2/7-3/22/22			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)	continued		
						ACCOUNT TOTAL	407.73	.00	407.73
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2076				11/22	AP 05/24/22 0397043	CMRS-POC	7.09		05/26/22
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	7.09	.00	7.09
101-1199-421.31-11						HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS			
2076				11/22	AP 05/20/22 0397045	FRIENDS OF THE HEARST	25.00		05/26/22
						DONATION TO FRIENDS			
						FROM CANCELLED CLASS			
2076				11/22	AP 04/28/22 0397045	FRIENDS OF THE HEARST	250.00		05/26/22
						FRIENDS MEMBERSHIP			
						CHARGED TO CITY MERCH.#			
2076				11/22	AP 04/23/22 0397048	NISSEN, JERRY L	1,050.00		05/26/22
						RMB:ARTWORK SOLD			
						"FIVE FIGURES AND A FISH"			
2076				11/22	AP 04/20/22 0397048	NISSEN, JERRY L	700.00		05/26/22
						RMB:ARTWORK SOLD			
						IOWA LANDSCAPE			
						ACCOUNT TOTAL	2,025.00	.00	2,025.00
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES			
2043				11/22	AP 05/19/22 0397022	BLACK HAWK CO.RECORDER	47.00		05/20/22
						RCD:STRM.WTR.MAINT.& RPR.			
						AGRMT.-THE COVE @ SPRUCE+			
						ACCOUNT TOTAL	47.00	.00	47.00
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
2015				11/22	AP 05/12/22 0397009	PETTY CASH	1,500.00		05/16/22
						AQUATIC CENTER PETTY CASH			
						ACCOUNT TOTAL	1,500.00	.00	1,500.00
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS			
2029				11/22	AP 05/18/22 0397014	BERGEN PLUMBING & HEATING	130.00		05/18/22
						REFUND-OVERPAYMENT PERMIT			
						#22-1744-MECH			
2004				11/22	AP 05/11/22 0396995	FEREDAY HEATING COMPANY	144.00		05/12/22
						REFUND PERMIT 22-1444			
						ACCOUNT TOTAL	274.00	.00	274.00
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE			
2076				11/22	AP 05/24/22 0397043	CMRS-POC	7.10		05/26/22

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE							continued		
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	7.10	.00	7.10
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
2004				11/22 AP	05/10/22	0396989 CEDAR FALLS MUNICIPAL BAND	1,010.57		05/12/22
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	1,010.57	.00	1,010.57
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
2076				11/22 AP	05/24/22	0397043 CMRS-POC	421.82		05/26/22
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	421.82	.00	421.82
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22 AP	05/24/22	0397043 CMRS-POC	184.10		05/26/22
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	184.10	.00	184.10
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22 AP	05/24/22	0397043 CMRS-POC	91.80		05/26/22
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	91.80	.00	91.80
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2076				11/22 AP	05/24/22	0397043 CMRS-POC	285.73		05/26/22
						POC#8031880-REPL.POSTAGE			
						03/28/22-05/24/22			
						ACCOUNT TOTAL	285.73	.00	285.73
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2076				11/22 AP	05/25/22	0397047 MERICAL, TYLER CHARLES	97.50		05/26/22
						UMPIRING-5/25/22			
						ACCOUNT TOTAL	97.50	.00	97.50
101-2253-423.85-01 UTILITIES / UTILITIES									
2029				11/22 AP	05/01/22	0397015 CEDAR FALLS UTILITIES	4,379.53		05/18/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND							continued		
101-2253-423.85-01 UTILITIES / UTILITIES UTILITIES THRU 05/01/22									
ACCOUNT TOTAL							4,379.53	.00	4,379.53
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES 2029 11/22 AP 05/01/22 0397015 CEDAR FALLS UTILITIES UTILITIES THRU 05/01/22							1,006.73		05/18/22
ACCOUNT TOTAL							1,006.73	.00	1,006.73
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2057				11/22 AP 05/19/22 0397040		TOM WILDEBOER	500.00		05/24/22
REFUND-SECURITY DEPOSIT									
2057				11/22 AP 05/19/22 0397037		NAZARETH LUTHERAN CHURCH	80.25		05/24/22
REFUND-SHELTER RENTAL									
2029				11/22 AP 05/13/22 0397018		SARAH PARSONS	34.00		05/18/22
REFUND-SWIM LESSONS									
2004				11/22 AP 05/11/22 0396992		DANIEL DEBOER	75.00		05/12/22
REF.-SECURITY DEPOSIT									
2004				11/22 AP 05/11/22 0397005		UNI TRACK AND FIELD	75.00		05/12/22
REF.-SECURITY DEPOSIT									
2004				11/22 AP 05/11/22 0397002		ROSS JENSEN	75.00		05/12/22
REF.BEACH HOUSE RENT 5/6									
ACCOUNT TOTAL							839.25	.00	839.25
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22 AP 05/24/22 0397043		CMRS-POC	68.21		05/26/22
POC#8031880-REPL.POSTAGE									
2076				11/22 AP 05/24/22 0397043		CMRS-POC	.53		05/26/22
POC#8031880-REPL.POSTAGE									
ACCOUNT TOTAL							68.74	.00	68.74
101-2280-423.85-01 UTILITIES / UTILITIES									
2029				11/22 AP 05/01/22 0397015		CEDAR FALLS UTILITIES	974.69		05/18/22
UTILITIES THRU 05/01/22									
ACCOUNT TOTAL							974.69	.00	974.69
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2076				11/22 AP 05/24/22 0397046		MELISSA WILLARD	250.00		05/26/22
REFUND-SECURITY DEPOSIT									
2076				11/22 AP 05/24/22 0397049		TIM DOYLE	250.00		05/26/22

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued			
2043				11/22 AP 05/18/22	0397023	IOWA LAND RECORDS	56.25		05/20/22
2043				11/22 AP 05/17/22	0397024	JODI MILLS	500.00		05/20/22
ACCOUNT TOTAL							1,056.25	.00	1,056.25
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE									
2076				11/22 AP 05/24/22	0397043	CMRS-POC	308.09		05/26/22
						POC#8031880-REPL. POSTAGE			03/28/22-05/24/22
ACCOUNT TOTAL							308.09	.00	308.09
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2004				11/22 AP 04/25/22	0396998	KRUEGER, MATT	10.00		05/12/22
						RMB:MEAL-FIRE INSP.PRINC			WAUKEGAN IL
ACCOUNT TOTAL							10.00	.00	10.00
101-4511-414.85-01 UTILITIES / UTILITIES									
2029				11/22 AP 05/01/22	0397015	CEDAR FALLS UTILITIES	4,139.09		05/18/22
						UTILITIES THRU 05/01/22			
ACCOUNT TOTAL							4,139.09	.00	4,139.09
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2029				11/22 AP 05/01/22	0397015	CEDAR FALLS UTILITIES	181.12		05/18/22
						UTILITIES THRU 05/01/22			
ACCOUNT TOTAL							181.12	.00	181.12
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2057				11/22 AP 05/11/22	0397027	BALTES, THOMAS	62.10		05/24/22
						RMB:OPT.EQUIP.-TACO POUCH			SCHHEELS
2015				11/22 AP 05/10/22	0397006	COPP, CHRIS	53.49		05/16/22
						RMB:OPT.EQUIP.-EAR MUFFS			SCHHEELS
2015				11/22 AP 05/10/22	0397006	COPP, CHRIS	48.14		05/16/22
						RMB:OPT.EQUIP.-FLASHLIGHT			SCHHEELS
2015				11/22 AP 04/26/22	0397010	PURDY, TROY	69.50		05/16/22
						RMB:OPT.EQUIP.-FLASHLIGHT			AMAZON.COM
2004				11/22 AP 03/31/22	0397003	SCHARNAU, DYLAN	47.57		05/12/22
						RMB:OPT.EQUIP-MAG POUCH			SAFELIFE DEFENSE
2004				11/22 AP 10/10/21	0397004	SCHMIDT, LUCAS	175.00		05/12/22

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT							continued		
						RMB:OPT.EQUIP-GEAR CASES	455.80	.00	455.80
ACCOUNT TOTAL									
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
2004		11/22	AP	04/08/22	0396987	BUCK, MATT	36.98		05/12/22
						RMB:UNIFORM ALLOWANCE			
ACCOUNT TOTAL							36.98	.00	36.98
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
2076		11/22	AP	05/24/22	0397043	CMRS-POC	139.89		05/26/22
						POC#8031880-REPL.POSTAGE			
ACCOUNT TOTAL							139.89	.00	139.89
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2057		11/22	AP	05/20/22	0397039	SMITH JR, TIMOTHY B	10.89		05/24/22
						RMB:MEALS-EXEC.MGMT.CLASS			
2057		11/22	AP	05/18/22	0397033	ELMHURST, IL;5/1-5/20/22	43.51		05/24/22
						RMB:MEALS-MGIA CONFERENCE			
2057		11/22	AP	05/18/22	0397036	HANCOCK, ADAM	38.28		05/24/22
						RMB:MEALS-MGIA CONFERENCE			
2057		11/22	AP	05/17/22	0397026	DUBUQUE	115.64		05/24/22
						RMB:MEALS-MGIA CONFERENCE			
2043		11/22	AP	05/12/22	0397025	ANDERSEN, ZACH	40.80		05/20/22
						RMB:MEALS-NAT'L POLICE WK			
2004		11/22	AP	05/05/22	0396994	WASHINGTON DC	117.29		05/12/22
						RMB:MEALS-FIREARMS TRNG.			
2029		11/22	AP	05/05/22	0397019	ZOLONDEK, JOHN	116.68		05/18/22
						RMB:MEALS-BIKE PATROL SCH			
2004		11/22	AP	04/29/22	0396997	RAYMOND	191.50		05/12/22
						RMB:MEALS-BIKE PTRL.SCHL.			
2004		11/22	AP	04/21/22	0396999	GERZEMA, JONATHAN	489.15		05/12/22
						RMB:MEAL/FUEL-1ST LN SUPR			
						RMB:HTL/MEAL/FUEL-EVI BSD			
ACCOUNT TOTAL							1,163.74	.00	1,163.74
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY									
2057		11/22	AP	05/16/22	0397038	SCHARNAU, DYLAN	122.50		05/24/22
						RMB:FUEL-ILEA ACADEMY			
ACCOUNT TOTAL							122.50	.00	122.50

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.85-01						UTILITIES / UTILITIES			05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	2,633.37		
						UTILITIES THRU 05/01/22			
						ACCOUNT TOTAL	2,633.37	.00	2,633.37
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	109.89		
						UTILITIES THRU 05/01/22			
						ACCOUNT TOTAL	109.89	.00	109.89
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			05/24/22
2057		11/22 AP		05/19/22	0397032	HAISLET, MICHAEL	214.00		
						RMB:UNIFORM ALLOWANCE SCHEELS			05/24/22
2057		11/22 AP		05/19/22	0397034	HOWARD, MARK A.	51.12		
						RMB:UNIFORM ALLOWANCE SCHEELS			05/24/22
2057		11/22 AP		05/13/22	0397035	LADAGE, ZACH	113.04		
						RMB:UNIFORM ALLOWANCE SCHEELS			05/16/22
2015		11/22 AP		05/12/22	0397011	REA, KARI	13.89		
						RMB:UNIFORM ALLOWANCE SAM'S CLUB			05/16/22
2015		11/22 AP		05/06/22	0397007	DOUGAN JR, SCOTT	73.23		
						RMB:UNIFORM ALLOWANCE SCHEELS			05/12/22
2004		11/22 AP		05/03/22	0396984	ANDERSEN, ZACH	181.03		
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS			05/16/22
2015		11/22 AP		04/19/22	0397012	SMITH, DUSANKA	66.28		
						RMB:UNIFORM ALLOWANCE DICK'S SPORTING GOODS.COM			05/12/22
2004		11/22 AP		04/11/22	0397000	MCNAMARA, SHEA	11.00		
						RMB:UNIFORM ALLOWANCE COVER ALL EMBROIDERY			05/12/22
2004		11/22 AP		04/04/22	0396983	ABBOTT, MARISSA	49.23		
						RMB:UNIFORM ALLOWANCE 511			05/12/22
2004		11/22 AP		03/24/22	0397003	SCHARNAU, DYLAN	111.80		
						RMB:UNIFORM ALLOWANCE SCHEELS			
						ACCOUNT TOTAL	884.62	.00	884.62
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			05/26/22
2076		11/22 AP		05/24/22	0397043	CMRS-POC	1.06		
						POC#8031880-REPL.POSTAGE 03/28/22-05/24/22			
						ACCOUNT TOTAL	1.06	.00	1.06
101-6613-433.85-01						UTILITIES / UTILITIES			05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	260.96		
						UTILITIES THRU 05/01/22			
						ACCOUNT TOTAL	260.96	.00	260.96

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GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT -----
FUND 101 GENERAL FUND								
101-6616-446.85-01					UTILITIES / UTILITIES			05/18/22
2029		11/22 AP		05/01/22	0397015 CEDAR FALLS UTILITIES	6,401.76		
					UTILITIES THRU 05/01/22			
					ACCOUNT TOTAL	6,401.76	.00	6,401.76
101-6623-423.85-01					UTILITIES / UTILITIES			05/18/22
2029		11/22 AP		05/01/22	0397015 CEDAR FALLS UTILITIES	1,205.45		
					UTILITIES THRU 05/01/22			
					ACCOUNT TOTAL	1,205.45	.00	1,205.45
101-6625-432.72-99					OPERATING SUPPLIES / POSTAGE			05/26/22
2076		11/22 AP		05/24/22	0397043 CMRS-POC	1,145.86		
					POC#8031880-REPL.POSTAGE 03/28/22-05/24/22			
					ACCOUNT TOTAL	1,145.86	.00	1,145.86
101-6625-432.81-44					PROFESSIONAL SERVICES / USGS RIVER GAUGE			05/12/22
2004		11/22 AP		05/01/22	0396990 CENTURYLINK	62.55		
					CEDAR RIVER GAUGE-APR'22			
					ACCOUNT TOTAL	62.55	.00	62.55
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			05/26/22
2076		11/22 AP		05/24/22	0397043 CMRS-POC	136.93		
					POC#8031880-REPL.POSTAGE 03/28/22-05/24/22			
					ACCOUNT TOTAL	136.93	.00	136.93
101-6633-423.85-01					UTILITIES / UTILITIES			05/18/22
2029		11/22 AP		05/01/22	0397015 CEDAR FALLS UTILITIES	1,824.44		
					UTILITIES THRU 05/01/22			
					ACCOUNT TOTAL	1,824.44	.00	1,824.44
					FUND TOTAL	63,815.01	.00	63,815.01

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF				05/12/22
2004		11/22 AP		05/10/22	0396993	DEBT SERVICE	233,746.41			
						PROPERTY TAX PAYMENT				05/12/22
2004		11/22 AP		05/10/22	0396988	CAPITAL PROJECTS FUND	180,930.17			
						PROPERTY TAX PAYMENT				05/12/22
2004		11/22 AP		05/10/22	0396988	CAPITAL PROJECTS FUND	1,247.04			
						PROPERTY TAX PAYMENT				05/12/22
2004		11/22 AP		05/10/22	0396988	CAPITAL PROJECTS FUND	2,216.44			
						PROPERTY TAX PAYMENT				05/12/22
2004		11/22 AP		05/10/22	0396988	CAPITAL PROJECTS FUND	986.30			
						PROPERTY TAX PAYMENT				05/12/22
						ACCOUNT TOTAL	419,126.36	.00		419,126.36
						FUND TOTAL	419,126.36	.00		419,126.36
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-99						OPERATING SUPPLIES / POSTAGE				05/26/22
2076		11/22 AP		05/24/22	0397043	CMRS-POC	14.31			
						POC#8031880-REPL. POSTAGE				03/28/22-05/24/22
						ACCOUNT TOTAL	14.31	.00		14.31
206-6637-436.85-01						UTILITIES / UTILITIES				05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	3,692.80			
						UTILITIES THRU 05/01/22				
						ACCOUNT TOTAL	3,692.80	.00		3,692.80
206-6647-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				05/26/22
2076		11/22 AP		05/24/22	0397043	CMRS-POC	7.92			
						POC#8031880-REPL. POSTAGE				03/28/22-05/24/22
						ACCOUNT TOTAL	7.92	.00		7.92
206-6647-436.85-01						UTILITIES / UTILITIES				05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	2,214.03			
						UTILITIES THRU 05/01/22				
						ACCOUNT TOTAL	2,214.03	.00		2,214.03
						FUND TOTAL	5,929.06	.00		5,929.06



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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB. continued									
PROJECT#: 022351									
ACCOUNT TOTAL							4,648.70	.00	4,648.70
FUND TOTAL							12,913.59	4,010.88	8,902.71
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2076		11/22	AP	05/24/22	0397043	CMRS-POC	2.65		05/26/22
POC#8031880-REPL.POSTAGE 03/28/22-05/24/22									
ACCOUNT TOTAL							2.65	.00	2.65
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2076		11/22	AP	05/24/22	0397044	DEWITT, JASON	100.00		05/26/22
GOLD STAR TEACHERS CAMERA OPERATOR									
2057		11/22	AP	05/22/22	0397029	DEWITT, JASON	125.00		05/24/22
CF GRADUATION CAMERA OPEARATOR									
ACCOUNT TOTAL							225.00	.00	225.00
FUND TOTAL							227.65	.00	227.65
FUND 258 PARKING FUND									
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
2076		11/22	AP	05/24/22	0397043	CMRS-POC	1.06		05/26/22
POC#8031880-REPL.POSTAGE 03/28/22-05/24/22									
ACCOUNT TOTAL							1.06	.00	1.06
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2029		11/22	AP	05/01/22	0397015	CEDAR FALLS UTILITIES	15.75		05/18/22
UTILITIES THRU 05/01/22									
ACCOUNT TOTAL							15.75	.00	15.75
FUND TOTAL							16.81	.00	16.81

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 261 TOURISM & VISITORS									05/26/22	
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE	184.91			
2076		11/22 AP		05/24/22	0397043	CMRS-POC				
						POC#8031880-REPL.POSTAGE			03/28/22-05/24/22	
ACCOUNT TOTAL							184.91	.00		184.91
261-2291-423.85-01 UTILITIES / UTILITIES									05/18/22	
261-2291-423.85-01		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	1,039.11			
2029						UTILITIES THRU 05/01/22				
ACCOUNT TOTAL							1,039.11	.00		1,039.11
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									05/24/22	
261-2291-423.85-50		11/22 AP		05/18/22	0397041	WAGNER, REBEKAH	51.33			
2057						RMB:VOLUNTEER APPREC.FOOD				
ACCOUNT TOTAL							51.33	.00		51.33
FUND TOTAL							1,275.35	.00		1,275.35
FUND 262 SENIOR SERVICES & COMM CT									05/26/22	
262-1092-423.71-01						OFFICE SUPPLIES	32.88			
1945		12/22 AP		05/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT				
						GLUE STICKS (X60) & XACTO KNIFE		.00		32.88
ACCOUNT TOTAL							32.88	.00		32.88
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE									05/26/22	
262-1092-423.72-99		11/22 AP		05/24/22	0397043	CMRS-POC	2.65			
2076						POC#8031880-REPL.POSTAGE			03/28/22-05/24/22	
ACCOUNT TOTAL							2.65	.00		2.65
262-1092-423.85-01 UTILITIES / UTILITIES									05/26/22	
262-1092-423.85-01		12/22 AP		05/05/22	0000000	CEDAR FALLS UTILITIES	836.42			
1945						COMMUNITY CENTR UTILITIES	113.75			05/18/22
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES				
						UTILITIES THRU 05/01/22		.00		950.17
ACCOUNT TOTAL							950.17	.00		950.17
FUND TOTAL							985.70	.00		985.70



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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 404 FEMA								
404-1220-431	95-86	BOND FUND PROJECTS /			CENTER STREET STREETScape			continued
		3206-CENTER CORR.STSCAPE.			DANIEL A. HOLTKAMP			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			GZIM GASHI			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			JOEL M. KLEIN			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			PURDY PROPERTIES, LC			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			WILLIAM L. POPPE			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			GARY L. WALLACE			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			BENTON BUILDING CENTER			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			SARAH PANTHER			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			WILLIAM H. HANSON			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			BRENDA KAY LARKIN-41			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			BRENDA KAY LARKIN-43			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			CUNNINGHAM PROPERTIES, LC			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			JAMES & ILENE HITCHCOCK			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			DAVID & MELISSA ADELMUND			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			COLE D. HEIMER			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			WILKEN PROPERTIES, LLC			
PROJECT#:		023206						
2043	11/22	AP 05/19/22 0397022			BLACK HAWK CO.RECORDER	27.00		05/20/22
		3206-CENTER CORR.STSCAPE.			JACOB M. MANCHESTER			

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT ----	
FUND 404	FEMA								
404-1220-431.95-86	BOND FUND PROJECTS / CENTER STREET					continued			
PROJECT#:	023206								
	ACCOUNT TOTAL						729.00	.00	729.00
	FUND TOTAL						745.16	.00	745.16
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								
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION								
2029	11/22 AP 05/01/22 0397015					CEDAR FALLS UTILITIES	224.99		05/18/22
	UTILITIES THRU 05/01/22								
	ACCOUNT TOTAL						224.99	.00	224.99
	FUND TOTAL						224.99	.00	224.99
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								

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.72-99				11/22 AP 05/24/22	0397043	OPERATING SUPPLIES / POSTAGE CMRS-POC	55.16			05/26/22
2076						POC#8031880-REPL.POSTAGE				
						03/28/22-05/24/22				
						ACCOUNT TOTAL	55.16	.00	55.16	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE										
551-6685-436.72-99				11/22 AP 05/24/22	0397043	CMRS-POC	93.81			05/26/22
2076						POC#8031880-REPL.POSTAGE				
						03/28/22-05/24/22				
						ACCOUNT TOTAL	93.81	.00	93.81	
551-6685-436.85-01 UTILITIES / UTILITIES										
551-6685-436.85-01				11/22 AP 05/01/22	0397015	CEDAR FALLS UTILITIES	3,916.38			05/18/22
2029						UTILITIES THRU 05/01/22				
						ACCOUNT TOTAL	3,916.38	.00	3,916.38	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
551-6685-436.86-34				11/22 AP 05/01/22	0397015	CEDAR FALLS UTILITIES	6,093.35			05/18/22
2029						UTILITIES THRU 05/01/22				
						ACCOUNT TOTAL	6,093.35	.00	6,093.35	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
551-6685-436.87-02				11/22 AP 05/15/22	0397028	BLACK HAWK CO.LANDFILL	21,285.19			05/24/22
2057						LANDFILL SRV:5/1-5/14/22				
551-6685-436.87-02				11/22 AP 04/30/22	0396986	BLACK HAWK CO.LANDFILL	20,805.38			05/12/22
2004						LANDFILL SRV:4/16-4/30/22				
						ACCOUNT TOTAL	42,090.57	.00	42,090.57	
						FUND TOTAL	52,249.27	.00	52,249.27	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-99				11/22 AP 05/24/22	0397043	OPERATING SUPPLIES / POSTAGE CMRS-POC	14.84			05/26/22
2076						POC#8031880-REPL.POSTAGE				
						03/28/22-05/24/22				
						ACCOUNT TOTAL	14.84	.00	14.84	
552-6655-436.85-01 UTILITIES / UTILITIES										



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FUND 555 STORM WATER UTILITY									
555-6630-432.85-01 UTILITIES / UTILITIES									
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	44.32		05/18/22
						UTILITIES THRU 05/01/22			
						ACCOUNT TOTAL	44.32	.00	44.32
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
2029		11/22 AP		05/01/22	0397015	CEDAR FALLS UTILITIES	6,093.33		05/18/22
						UTILITIES THRU 05/01/22			
						ACCOUNT TOTAL	6,093.33	.00	6,093.33
						FUND TOTAL	6,139.77	.00	6,139.77
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2076		11/22 AP		05/24/22	0397043	CMRS-POC	72.61		05/26/22
						POC#8031880-REPL.POSTAGE 03/28/22-05/24/22			
						ACCOUNT TOTAL	72.61	.00	72.61
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
2029		11/22 AP		05/10/22	0397016	CEDAR FALLS UTILITIES	15.00		05/18/22
						LIBRARY DOMAIN NAME STATIC IP ADDRESS			
						ACCOUNT TOTAL	15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2029		11/22 AP		05/06/22	0397021	U.S. CELLULAR	15.36		05/18/22
						CELL PHONE:5/6-6/5/22			
2076		11/22 AP		05/06/22	0397050	U.S. CELLULAR	2,721.90		05/26/22
						WIRELESS SRV:5/6-6/5/22			
2004		11/22 AP		05/01/22	0396991	CENTURYLINK	73.55		05/12/22
						CITY PHONE SERV.-MAY'22			
2015		11/22 AP		04/19/22	0397013	VERIZON WIRELESS	1,537.20		05/16/22
						WIRELESS SRV:4/20-5/19/22			
						ACCOUNT TOTAL	4,348.01	.00	4,348.01
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
2029		11/22 AP		05/10/22	0397016	CEDAR FALLS UTILITIES	3,320.00		05/18/22
						FIBER POINT:4/11-5/10/22			
						ACCOUNT TOTAL	3,320.00	.00	3,320.00

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			POST DT
FUND 606 DATA PROCESSING FUND									
FUND TOTAL							7,755.62	.00	7,755.62
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
2004		11/22 AP		05/10/22	0396985	ANDERSON, ALETA L.	170.10		05/12/22
		RMB:APR.2022				MEDICARE-ALETA			
2004		11/22 AP		05/10/22	0396985	ANDERSON, ALETA L.	170.10		05/12/22
		RMB:APR.2022				MEDICARE-RICHARD			
2004		11/22 AP		05/09/22	0397001	REGENOLD, SHARON K.	261.17		05/12/22
		RMB:MAR.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									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
2031		11/22 AP		05/18/22	0397020	TEAMSTERS LOCAL #238	4,491.80		05/18/22
						UNION DUES-MAY 2022			
ACCOUNT TOTAL							4,491.80	.00	4,491.80
FUND TOTAL							4,491.80	.00	4,491.80
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
2076		11/22 AP		05/26/22	0397042	ADAM AND CHRISTY SELCK	2,530.00		05/26/22
						SETTLEMENT PAYMENT			
						DAMAGES-CDBG SIDEWALK PRJ			
ACCOUNT TOTAL							2,530.00	.00	2,530.00
FUND TOTAL							2,530.00	.00	2,530.00

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GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
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			
2004		11/22 AP		05/10/22	0396996	GENERAL FUND	71,686.74		05/12/22
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	71,686.74	.00	71,686.74
						FUND TOTAL	71,686.74	.00	71,686.74
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	687,733.38	4,289.88	683,443.50

# Council Invoices for Council Meeting 6/6/22

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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											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.35		05/31/22		
		COPY PAPER									
2008		12/22 AP		05/09/22	0000000	IOWA LEAGUE-CITIES	40.00		05/31/22		
		CITY CLERK HANDBOOK									
		PRINTED/DIGITAL-K KERR									
		ACCOUNT TOTAL						68.35	.00	68.35	
101-1008-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
2008		12/22 AP		05/11/22	0000000	IOWA STATE UNIVERSITY	195.00		05/31/22		
		REG-IMP ACADEMY-KERR									
		AMES-7/27/22-7/29/22									
2008		12/22 AP		05/03/22	0000000	IOWA STATE UNIVERSITY	195.00		05/31/22		
		REG-IMP ACADEMY-DANIELSEN									
		AMES-7/27/22-7/29/22									
		ACCOUNT TOTAL						390.00	.00	390.00	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.67		05/31/22		
		COPY PAPER									
		ACCOUNT TOTAL						5.67	.00	5.67	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.01		05/31/22		
		COPY PAPER									
		ACCOUNT TOTAL						34.01	.00	34.01	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.67		05/31/22		
		COPY PAPER									
		ACCOUNT TOTAL						22.67	.00	22.67	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.27		05/31/22		
		COPY PAPER									
		ACCOUNT TOTAL						2.27	.00	2.27	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES											
2067		12/22 AP		05/01/22	0000000	COURIER COMMUNICATIONS-ADVERT	54.00		05/31/22		
		JOB AD:REC CENTER									
		COURIER									
2067		12/22 AP		05/01/22	0000000	COURIER COMMUNICATIONS-ADVERT	49.02		05/31/22		

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FUND 101 GENERAL FUND										
101-1038-441.81-53	PROFESSIONAL SERVICES / JOB NOTICES									continued
						JOB AD:ENGINEERING INTERN				
2067				12/22	AP 05/01/22 0000000	COURIER COMMUNICATIONS-ADVERT	49.02		05/31/22	
						JOB AD:HEARST SUPERVISOR				
2067				12/22	AP 05/01/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT REC CTR FR DESK				
2067				12/22	AP 05/01/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT LIBRARY ASSIST				
2067				12/22	AP 04/30/22 0000000	COURIER COMMUNICATIONS-ADVERT	450.00		05/31/22	
						MONTHLY DIGITAL IMPRESSNS				
2067				12/22	AP 04/30/22 0000000	REGISTER MEDIA	67.85		05/31/22	
						JOB AD:DIR PUBLIC SAFETY				
2067				12/22	AP 04/30/22 0000000	REGISTER MEDIA	140.50		05/31/22	
						JOB AD:DIR PUBLIC SAFETY				
2067				12/22	AP 04/27/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:MAINT,MECHANIC,ENG				
2067				12/22	AP 04/27/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:ENGINEERING INTERN				
2067				12/22	AP 04/27/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:HEARST SUPERVISOR				
2067				12/22	AP 04/27/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT REC CTR FR DESK				
2067				12/22	AP 04/27/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT LIBRARY ASSIST				
2067				12/22	AP 04/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	39.00		05/31/22	
						SEARCH BOOST				
2067				12/22	AP 04/24/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:MAINT,MECHANIC,ENG				
2067				12/22	AP 04/24/22 0000000	COURIER COMMUNICATIONS-ADVERT	48.99		05/31/22	
						JOB AD:ENGINEERING INTERN				
2067				12/22	AP 04/24/22 0000000	COURIER COMMUNICATIONS-ADVERT	48.99		05/31/22	
						JOB AD:HEARST SUPERVISOR				
2067				12/22	AP 04/24/22 0000000	COURIER COMMUNICATIONS-ADVERT	53.00		05/31/22	
						JOB AD:PT REC CTR FR DESK				
2067				12/22	AP 04/24/22 0000000	COURIER COMMUNICATIONS-ADVERT	53.00		05/31/22	
						JOB AD:PT LIBRARY ASSIST				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:MAINT,MECHANIC,ENG				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:REC CENTER				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT HEARST ASST				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:PT PLAN & COMM SRV				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:ENGINEERING INTERN				
2067				12/22	AP 04/20/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:HEARST SUPERVISOR				
2067				12/22	AP 04/17/22 0000000	COURIER COMMUNICATIONS-ADVERT	24.00		05/31/22	
						JOB AD:MAINT,MECHANIC,ENG				

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
2067		12/22 AP		04/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.00		05/31/22	
		JOB AD:REC CENTER								
2067		12/22 AP		04/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	78.00		05/31/22	
		JOB AD:PT HEARST ASST								
2067		12/22 AP		04/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	78.00		05/31/22	
		JOB AD:PT PLAN & COMM SRV								
2067		12/22 AP		04/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	77.99		05/31/22	
		JOB AD:ENGINEERING INTERN								
2067		12/22 AP		04/17/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	77.99		05/31/22	
		JOB AD:HEARST SUPERVISOR								
2067		12/22 AP		04/13/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:MAINT,MECHANIC,ENG								
2067		12/22 AP		04/13/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	22.50		05/31/22	
		JOB AD:SEASONAL LABORERS								
2067		12/22 AP		04/13/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:DIR PUBLIC SAFETY								
2067		12/22 AP		04/10/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	24.00		05/31/22	
		JOB AD:MAINT,MECHAINC,ENG								
2067		12/22 AP		04/10/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	55.70		05/31/22	
		JOB AD:SEASONAL LABORERS								
2067		12/22 AP		04/10/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	49.00		05/31/22	
		JOB AD:DIR PUBLIC SAFETY								
2067		12/22 AP		04/06/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:MAINT,MECHANIC,ENG								
2067		12/22 AP		04/06/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	22.50		05/31/22	
		JOB AD:SEASONAL LABORERS								
2067		12/22 AP		04/06/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:REC CENTER								
2067		12/22 AP		04/06/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:DIR PUBLIC SAFETY								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	24.00		05/31/22	
		JOB AD:MAINT,MECHANIC,ENG								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	55.86		05/31/22	
		JOB AD:SEASONAL LABORERS								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.00		05/31/22	
		JOB AD:REC CENTER								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	950.00		05/31/22	
		JOB AD:LAND SURVEYOR								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	500.00		05/31/22	
		PPC CAMPAIGN								
2067		12/22 AP		04/03/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	49.00		05/31/22	
		JOB AD:DIR PUBLIC SAFETY								
2067		12/22 AP		03/30/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:MAINT,MECHANIC,ENG								
2067		12/22 AP		03/30/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	24.00		05/31/22	
		JOB AD:DIR PUBLIC SAFETY								
2067		12/22 AP		03/27/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	24.00		05/31/22	
		JOB AD:MAINT,MECHANIC,ENG								
2067		12/22 AP		03/27/22	0000000	COURIER COMMUNICATIONS-ADVERT	49.00		05/31/22	

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FUND 101 GENERAL FUND										
101-1038-441.81-53	PROFESSIONAL SERVICES / JOB NOTICES									
										continued
2067				12/22	AP 03/27/22 0000000	JOB AD:LAND SURVEYOR COURIER	450.00		05/31/22	
2067				12/22	AP 03/27/22 0000000	MONTHLY DIGITAL IMPRESSNS ONLINE	49.00		05/31/22	
2067				12/22	AP 03/23/22 0000000	JOB AD:DIR PUBLIC SAFETY COURIER	24.00		05/31/22	
2067				12/22	AP 03/23/22 0000000	JOB AD:MAINT,MECHANIC,ENG PULSE	22.50		05/31/22	
2067				12/22	AP 03/23/22 0000000	JOB AD:SEASONAL LABORERS COURIER	24.00		05/31/22	
2067				12/22	AP 03/23/22 0000000	JOB AD:LAND SURVEYOR PULSE	24.00		05/31/22	
2067				12/22	AP 03/23/22 0000000	JOB AD:REC CENTER PULSE	24.00		05/31/22	
2067				12/22	AP 03/20/22 0000000	JOB AD:DIR PUBLIC SAFETY COURIER	24.00		05/31/22	
2067				12/22	AP 03/20/22 0000000	JOB AD:MAINT.MECHANIC,ENG COURIER	55.86		05/31/22	
2067				12/22	AP 03/20/22 0000000	JOB AD:SEASONAL LABORERS COURIER	49.00		05/31/22	
2067				12/22	AP 03/20/22 0000000	JOB AD:LAND SURVEYOR COURIER	54.00		05/31/22	
2067				12/22	AP 03/20/22 0000000	JOB AD:REC CENTER COURIER	78.00		05/31/22	
2067				12/22	AP 03/16/22 0000000	JOB AD:DIR PUBLIC SAFETY COURIER	24.00		05/31/22	
2067				12/22	AP 03/16/22 0000000	JOB AD:MAINT,MECHANIC,ENG PULSE	22.50		05/31/22	
2067				12/22	AP 03/16/22 0000000	JOB AD:SEASONAL LABORERS PULSE	24.00		05/31/22	
2067				12/22	AP 03/13/22 0000000	JOB AD:LAND SURVEYOR PULSE	24.00		05/31/22	
2067				12/22	AP 03/13/22 0000000	JOB AD:MAINT,MECHANIC,ENG COURIER	55.86		05/31/22	
2067				12/22	AP 03/13/22 0000000	JOB AD:SEASONAL LABORERS COURIER	49.00		05/31/22	
2067				12/22	AP 03/10/22 0000000	JOB AD:LAND SURVEYOR COURIER	1,900.00		05/31/22	
2067				12/22	AP 03/09/22 0000000	MOBILE LOCATION TARGETING AMP DIGITAL	24.00		05/31/22	
2067				12/22	AP 03/09/22 0000000	JOB AD:MAINT,MECHANIC,ENG PULSE	24.00		05/31/22	
2067				12/22	AP 03/09/22 0000000	JOB AD:LAND SURVEYOR PULSE	24.00		05/31/22	
2067				12/22	AP 03/09/22 0000000	JOB AD:REC CENTER PULSE	24.00		05/31/22	
2067				12/22	AP 03/06/22 0000000	JOB AD:MAINT.MECHANIC,ENG COURIER	24.00		05/31/22	
2067				12/22	AP 03/06/22 0000000	JOB AD:EQUIP.MECHANIC COURIER	125.18		05/31/22	

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
2067		12/22 AP		03/06/22	0000000	COURIER COMMUNICATIONS-ADVERT	49.00			05/31/22
						JOB AD:LAND SURVEYOR				
						COURIER				
2067		12/22 AP		03/06/22	0000000	COURIER COMMUNICATIONS-ADVERT	54.00			05/31/22
						JOB AD:REC CENTER				
						COURIER				
2067		12/22 AP		03/06/22	0000000	COURIER COMMUNICATIONS-ADVERT	500.00			05/31/22
						PPC CAMPAIGN				
						AMP DIGITAL				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	45.00			05/31/22
						JOB AD:ENGINEER TECH II				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	24.00			05/31/22
						JOB AD:MAINT,MECHANIC,ENG				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	45.00			05/31/22
						JOB AD:REC CENTER MANAGER				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	70.02			05/31/22
						JOB AD:PT OFFICE ASST				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	108.50			05/31/22
						JOB AD:EQUIP.MECHANIC				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	22.50			05/31/22
						JOB AD:SEASONAL LABORERS				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	24.00			05/31/22
						JOB AD:LAND SURVEYOR				
						PULSE				
2067		12/22 AP		03/02/22	0000000	COURIER COMMUNICATIONS-ADVERT	24.00			05/31/22
						JOB AD:REC CENTER				
						PULSE				
						ACCOUNT TOTAL	7,991.83	.00		7,991.83
101-1038-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
2067		12/22 AP		05/11/22	0000000	COTTINGHAM & BUTLER INSURANCE	275.00			05/31/22
						CIVIL SERVICE REVIEW				
						CULTURAL PROG SUPERVISOR				
						ACCOUNT TOTAL	275.00	.00		275.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.53			05/31/22
						COPY PAPER				
						ACCOUNT TOTAL	4.53	.00		4.53
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
2008		12/22 AP		04/29/22	0000000	CENTER EDUCATION & EMPLOYMENT	159.00			05/31/22
						YR.PUBL.EMPLOY.LAW REPORT				
						ONE YEAR SUBSCRIPTION				
						ACCOUNT TOTAL	159.00	.00		159.00
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
2008		12/22 AP		06/01/22	0000000	AHLERS AND COONEY, P.C.	3,900.00			05/31/22

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FUND 101 GENERAL FUND										
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				continued
						LEGAL SERVICES'JUN'22				
2008				12/22	AP 06/01/22 0000000	SWISHER & COHRT, P.L.C.	2,600.00			05/31/22
						LEGAL SERVICES'JUN'22				
2008				12/22	AP 05/11/22 0000000	FEDERAL EXPRESS	16.77			05/31/22
						SHIPPING-US ATTRNY OFFICE				
2008				12/22	AP 05/01/22 0000000	REDFERN,MASON,LARSEN & MOORE,	598.50			05/31/22
						LGL:GREENHILL VILL.9TH AD				
						04/01/22-04/29/22				
						PROJECT#: 023006				
2008				12/22	AP 05/01/22 0000000	REDFERN,MASON,LARSEN & MOORE,	112.50			05/31/22
						LGL:GENERAL MATTERS				
						4/8/22				
						ACCOUNT TOTAL	7,227.77	.00		7,227.77
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT				
2008				12/22	AP 06/01/22 0000000	SWISHER & COHRT, P.L.C.	1,000.00			05/31/22
						LEGAL SERVICES'JUN'22				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2067				12/22	AP 05/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.27			05/31/22
						COPY PAPER				
						ACCOUNT TOTAL	2.27	.00		2.27
101-1118-441.81-25						PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.				
2008				12/22	AP 05/18/22 0000000	A MUSE IT CREATIVE STUDIOS	190.00			05/31/22
						BUS/IND AWARDS PHOTOGRAPH				
						8 PRINTS				
						PROJECT#: 014000				
2008				12/22	AP 05/05/22 0000000	HILTON GARDEN INN	3,057.60			05/31/22
						BUS & IND AWARDS LUNCHEON				
						5/5/22				
						PROJECT#: 014000				
						ACCOUNT TOTAL	3,247.60	.00		3,247.60
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2067				12/22	AP 05/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.27			05/31/22
						COPY PAPER				
						ACCOUNT TOTAL	2.27	.00		2.27
101-1199-421.31-12						HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP				
2058				12/22	AP 05/17/22 0000000	SYRACUSE UNIVERSITY	3,500.00			05/31/22
						NEW HUMANISTS TRAVELING				
						EXHIBIT 10/27/22-1/5/23				

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FUND 101 GENERAL FUND										
101-1199-421.31-12						HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP				
2058		12/22 AP		05/13/22	0000000	LEVERAGE PRINTING INC	454.18			05/31/22
						THE NIGHT SOUND GALLERY				
						BOOKLET,SPLIT W/ FRIENDS				
						ACCOUNT TOTAL	3,954.18	0.00	3,954.18	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2008		12/22 AP		04/27/22	0000000	COURIER LEGAL COMMUNICATIONS	619.16			05/31/22
						4/18/22 CC MTG.MINS/BILLS				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	17.85			05/31/22
						PH NTC RECORD REQ.POLICY				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	14.70			05/31/22
						PH NTC-NCHA PHASE I ROW				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	18.90			05/31/22
						PH NTC-ALLEY RECON 2022				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	36.75			05/31/22
						ORD.3009				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	42.52			05/31/22
						ORD.3008				
2008		12/22 AP		04/22/22	0000000	COURIER LEGAL COMMUNICATIONS	39.90			05/31/22
						ORD.3007				
2008		12/22 AP		04/20/22	0000000	COURIER LEGAL COMMUNICATIONS	125.44			05/31/22
						FY22 BUDGET AMENDMENT				
2008		12/22 AP		04/19/22	0000000	COURIER LEGAL COMMUNICATIONS	300.74			05/31/22
						4/04/22 CC MTG.MINS/BILLS				
2008		12/22 AP		04/12/22	0000000	COURIER LEGAL COMMUNICATIONS	36.29			05/31/22
						ORD.3006				
2008		12/22 AP		04/08/22	0000000	COURIER LEGAL COMMUNICATIONS	18.38			05/31/22
						PH NTC-CONVEY INTEREST				
2008		12/22 AP		04/08/22	0000000	COURIER LEGAL COMMUNICATIONS	19.95			05/31/22
						PH NTC-W 27TH ST RECON.				
2008		12/22 AP		04/06/22	0000000	COURIER LEGAL COMMUNICATIONS	66.59			05/31/22
						NEPA NTC.				
2008		12/22 AP		04/06/22	0000000	COURIER LEGAL COMMUNICATIONS	48.10			05/31/22
						NTC-FLOODPLAIN				
2008		12/22 AP		03/29/22	0000000	COURIER LEGAL COMMUNICATIONS	442.26			05/31/22
						3/21/22 CC MTG.MINS/BILLS				
2008		12/22 AP		03/22/22	0000000	COURIER LEGAL COMMUNICATIONS	821.17			05/31/22
						NOTICE OF BOUNDARIES				
2008		12/22 AP		03/17/22	0000000	COURIER LEGAL COMMUNICATIONS	398.03			05/31/22
						3/7/22 CC MTG.MIN/BILLS				
2008		12/22 AP		03/03/22	0000000	COURIER LEGAL COMMUNICATIONS	490.91			05/31/22
						2/21/22 CC MTG.MIN/BILLS				
						ACCOUNT TOTAL	3,557.64	0.00	3,557.64	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1984		12/22 AP		05/10/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.95			05/31/22

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FUND 101 GENERAL FUND									
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
GEL PENS									
1984		12/22 AP		05/02/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.15		05/31/22	
POST-IT NOTES									
ACCOUNT TOTAL						11.10	.00	11.10	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS									
1981		12/22 AP		05/10/22	0000000 SERVICEWEAR APPAREL, INC.		21.82	05/31/22	
REFUND POLO-A.SPRAY									
1981		12/22 AP		04/15/22	0000000 SERVICEWEAR APPAREL, INC.	43.64		05/31/22	
2 POLOS-A.SPRAY									
1981		12/22 AP		03/14/22	0000000 SERVICEWEAR APPAREL, INC.	50.12		05/31/22	
VEST-A.SPRAY									
1981		12/22 AP		03/04/22	0000000 SERVICEWEAR APPAREL, INC.	122.62		05/31/22	
3 POLOS,JACKET-A.SPRAY									
ACCOUNT TOTAL						216.38	21.82	194.56	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2008		12/22 AP		04/01/22	0000000 BROWN'S SHOE FIT	130.00		05/31/22	
SAFETY SHOES-J MAI P.O. 56719									
ACCOUNT TOTAL						130.00	.00	130.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1984		12/22 AP		05/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.38		05/31/22	
STENO PADS									
1984		12/22 AP		05/02/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.28		05/31/22	
RED PENS									
ACCOUNT TOTAL						7.66	.00	7.66	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
2008		12/22 AP		03/03/22	0000000 COURIER LEGAL COMMUNICATIONS	23.10		05/31/22	
PH ZONING									
ACCOUNT TOTAL						23.10	.00	23.10	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2028		12/22 AP		05/16/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.54		05/31/22	
MANILLA FOLDERS									
2028		12/22 AP		05/12/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	7.30		05/31/22	
WHITEOUT TYPE									
2028		12/22 AP		05/11/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	34.72		05/31/22	

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FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						SCISSORS / PAPER			
						ACCOUNT TOTAL	50.56	.00	50.56
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
2028				12/22 AP 05/16/22	0000000	IOWA SPORTS SUPPLY	25.00		05/31/22
						YTH SOFTBALL FIELDER MASK			
2028				12/22 AP 05/13/22	0000000	XPRESSIONS	1,109.40		05/31/22
						BASEBALL SOFBALL TSHIRTS			
2028				12/22 AP 05/04/22	0000000	IOWA SPORTS SUPPLY	140.00		05/31/22
						FLEXIBALL BASEBALL			
2028				12/22 AP 05/02/22	0000000	XPRESSIONS	1,284.00		05/31/22
						WRECKING CREW SHIRTS			SCREENPRINTING
						ACCOUNT TOTAL	2,558.40	.00	2,558.40
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
2056				12/22 AP 05/23/22	0000000	COMMUNITY MAIN STREET	60.00		05/31/22
						4 GIFT CARDS			
						ACCOUNT TOTAL	60.00	.00	60.00
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS									
1984				12/22 AP 03/28/22	0000000	SERVICEWEAR APPAREL, INC.	174.56		05/31/22
						POLOS-A.WAGNER			C.SCHOENTAG-PD.
						ACCOUNT TOTAL	174.56	.00	174.56
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
2056				12/22 AP 05/19/22	0000000	MYERS-COX COMPANY	2,850.33		05/31/22
						CONCESSIONS CANDY, SNACKS			
2028				12/22 AP 05/12/22	0000000	ATLANTIC COCA-COLA	1,904.30		05/31/22
						CONCESSIONS-SODA			
						ACCOUNT TOTAL	4,754.63	.00	4,754.63
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS									
2028				12/22 AP 05/13/22	0000000	PUSH PEDAL PULL-CDR	150.00		05/31/22
						WEIGHT BENCH UPHOLSTERY			
						ACCOUNT TOTAL	150.00	.00	150.00
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									

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FUND 101 GENERAL FUND									
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS						continued			
2028		12/22	AP	05/06/22	0000000	ACCO UNLIMITED CORPORATION	3,329.60		05/31/22
						INITIAL CHEMICAL ORDER			
2037		12/22	AP	05/04/22	0000000	CARRICO AQUATIC RESOURCES INC	6,138.26		05/31/22
						STARTUP CHEMICAL/SUPPLIES			
ACCOUNT TOTAL							9,467.86	.00	9,467.86
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
2056		12/22	AP	04/29/22	0000000	ARAMARK	17.50		05/31/22
						REC CENTER MATS			
2028		12/22	AP	04/28/22	0000000	PLUMB TECH INC.	1,325.04		05/31/22
						REPAIR BROKEN STORM PIPE			
ACCOUNT TOTAL							1,342.54	.00	1,342.54
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
2056		12/22	AP	05/20/22	0000000	CEDAR VALLEY LAWN CARE	1,089.54		05/31/22
						IRRIGATION REPAIR			
2056		12/22	AP	05/17/22	0000000	CARRICO AQUATIC RESOURCES INC	112.51		05/31/22
						DIVING BOARD CLAMPS			
2056		12/22	AP	05/16/22	0000000	CARRICO AQUATIC RESOURCES INC	203.75		05/31/22
						PIPE FITTINGS LR ELBOW			
2028		12/22	AP	05/13/22	0000000	ARCTIC REFRIGERATION LC	363.93		05/31/22
						ICE MACHINE STARTUP			
2028		12/22	AP	05/13/22	0000000	GREENS KEEPER LAWN SERVICE LL	1,025.00		05/31/22
						FALLS			
2028		12/22	AP	05/12/22	0000000	CARRICO AQUATIC RESOURCES INC	35.17		05/31/22
						DRIVING BOARD PARTS			
2028		12/22	AP	05/11/22	0000000	BLACK HAWK RENTAL	96.30		05/31/22
						DECK SCRUBBER RENTAL			
2056		12/22	AP	05/09/22	0000000	P & K MIDWEST, INC.	879.00		05/31/22
						NEW PUSH MOWER			
2050		12/22	AP	04/30/22	0000000	NAPA AUTO PARTS	2,122.88		05/31/22
						PARTS & EXPENSES APR'22			
2056		12/22	AP	04/30/22	0000000	ROYALTURF INC	393.75		05/31/22
						FLOWER BED TREATMENT			
						INTERIOR-ROUND 1			
ACCOUNT TOTAL							6,321.83	.00	6,321.83
101-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2056		12/22	AP	05/23/22	0000000	CORY'S PAINTING, L.L.C.	1,457.95		05/31/22
						BIRDSALL PAINTING			
ACCOUNT TOTAL							1,457.95	.00	1,457.95

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FUND 101 GENERAL FUND										
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
2058		12/22 AP		05/17/22	0000000	WAPSIE PINES LAWN CARE/LANDSC GARDEN	243.67			05/31/22
2058		12/22 AP		05/17/22	0000000	PLANTER & FLOWERS FOR GARDEN				05/31/22
2058		12/22 AP		05/10/22	0000000	O'DONNELL ACE HARDWARE GARDEN	37.99			05/31/22
2058		12/22 AP		05/10/22	0000000	JORDAN'S NURSERY, INC. GARDEN	69.90			05/31/22
2058		12/22 AP		05/10/22	0000000	COCOA LINER & FLOWERS FOR GARDEN	30.00			05/31/22
						EXTRA COCOA LINER FOR GARDEN				
ACCOUNT TOTAL							381.56	.00	381.56	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2058		12/22 AP		05/18/22	0000000	GOTERA, MELINA	300.00			05/31/22
2058		12/22 AP		04/29/22	0000000	CONCERT PERFORMANCE 5/21 ARAMARK	9.16			05/31/22
						RUG SERVICE				
ACCOUNT TOTAL							309.16	.00	309.16	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
2058		12/22 AP		05/24/22	0000000	KAREN'S PRINT-RITE	535.00			05/31/22
						DEAN SCHWARZ POSTCARD				
ACCOUNT TOTAL							535.00	.00	535.00	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
2058		12/22 AP		04/30/22	0000000	IOWA PUBLIC RADIO, INC.	152.00			05/31/22
						IPR ADS FOR APRIL				
ACCOUNT TOTAL							152.00	.00	152.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2058		12/22 AP		05/24/22	0000000	KNAPP, MICHAEL	500.00			05/31/22
2058		12/22 AP		05/13/22	0000000	FLAG DAY PERFORMANCE				05/31/22
2058		12/22 AP		05/13/22	0000000	NAVY HOUSE PRODUCTIONS PERFORMANCE 6/9/22	750.00			05/31/22
2058		12/22 AP		05/13/22	0000000	LEVERAGE PRINTING INC	361.11			05/31/22
						THE NIGHT SOUND GALLERY BOOKLET,SPLIT W/ CLP				
ACCOUNT TOTAL							1,611.11	.00	1,611.11	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.53			05/31/22

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FUND 101 GENERAL FUND										
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued			
ACCOUNT TOTAL							4.53	0.00	4.53	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
2045		12/22 AP		05/09/22	0000000	PROP SHOP OF CEDAR FALLS BOAT REPAIR-573	716.47			05/31/22
ACCOUNT TOTAL							716.47	0.00	716.47	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2045		12/22 AP		04/29/22	0000000	ENTENMANN-ROVIN CO. FIRE BADGES	4,463.30			05/31/22
ACCOUNT TOTAL							4,463.30	0.00	4,463.30	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS PARTS & EXPENSES APR'22	146.51			05/31/22
ACCOUNT TOTAL							146.51	0.00	146.51	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2045		12/22 AP		05/12/22	0000000	GALLS, LLC	169.35			05/31/22
2045		12/22 AP		05/05/22	0000000	PANTS-KRISTI HANSON SHIRT SHACK INC., THE	325.84			05/31/22
2045		12/22 AP		04/07/22	0000000	T-SHIRTS;INVENTORY WERTJES UNIFORMS	111.48			05/31/22
2045		12/22 AP		03/10/22	0000000	UNIF.ALLOW-SHIRTS;PATCHES WERTJES UNIFORMS	392.96			05/31/22
						PSO UNIFORM ALLOWANCE JEREMY BERRYMAN				
ACCOUNT TOTAL							999.63	0.00	999.63	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
2045		12/22 AP		05/18/22	0000000	SANDRY FIRE SUPPLY, L.L.C. 4 GAS METERS	506.00			05/31/22
ACCOUNT TOTAL							506.00	0.00	506.00	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2067		12/22 AP		05/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.53			05/31/22
2046		12/22 AP		05/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.70			05/31/22

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FUND 101 GENERAL FUND										
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
						MAGNETS				
2046		12/22 AP		05/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	155.05			05/31/22
						ENVELOPES;ORGANIZER;CABLE				
						ACCOUNT TOTAL	173.28	.00	173.28	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2046		12/22 AP		05/17/22	0000000	MERLES AUTO SERVICE	125.00			05/31/22
						TOW STOLEN NISSAN MAXIMA #22-037600				
2046		12/22 AP		05/13/22	0000000	MENARDS-CEDAR FALLS	35.67			05/31/22
						STEPSTOOLS				
2046		12/22 AP		05/09/22	0000000	RASMUSSEN CO., THE	75.00			05/31/22
						TOW STOLEN FORD EDGE #22-034960				
2046		12/22 AP		05/05/22	0000000	GIBSON SPECIALTY CO.	42.50			05/31/22
						MAILBOX & LOCKER NAMETAGS JANIKOWSKI/LUCK				
2046		12/22 AP		05/02/22	0000000	IOWA SPORTS SUPPLY, INC.	42.50			05/31/22
						PLAQUE-DUSANKA SMITH				
						ACCOUNT TOTAL	320.67	.00	320.67	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2046		12/22 AP		04/20/22	0000000	WERTJES UNIFORMS	8.00			05/31/22
						OPT.EQUIP.-BELT KEEPER JOHN KRAMER				
2046		12/22 AP		04/20/22	0000000	WERTJES UNIFORMS	41.00			05/31/22
						OPT.EQUIPMENT-CUFF CASE DALTON EPLEY				
2046		12/22 AP		04/11/22	0000000	WERTJES UNIFORMS	44.99			05/31/22
						INNER BELT JEFF SITZMANN				
2046		12/22 AP		03/10/22	0000000	WERTJES UNIFORMS	521.60			05/31/22
						INTL.EQUIP.-NEW OFFICER JEREMY BERRYMAN				
2046		12/22 AP		03/10/22	0000000	WERTJES UNIFORMS	161.74			05/31/22
						INTL.EQUIP.-NEW OFFICER JEREMY BERRYMAN				
2046		12/22 AP		03/02/22	0000000	WERTJES UNIFORMS	125.99			05/31/22
						INNER/OUTER BELTS PRESTON RUSSELL				
2046		12/22 AP		02/28/22	0000000	WERTJES UNIFORMS	12.50			05/31/22
						OPT.EQUIPMENT-CUFF KEY DUSANKA SMITH				
						ACCOUNT TOTAL	915.82	.00	915.82	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2046		12/22 AP		04/29/22	0000000	WERTJES UNIFORMS	85.00			05/31/22
						UNIFORM ALLOWANCE-PANTS HANNA ZIKUDA-#22-010141				
2046		12/22 AP		04/22/22	0000000	WERTJES UNIFORMS	55.99			05/31/22
						UNIFORM ALLOWANCE-POLOS AUSTIN LECHTENBERG				
2046		12/22 AP		04/20/22	0000000	WERTJES UNIFORMS	92.50			05/31/22
						UNIF.ALLOW.-PANTS;PATCHES JEREMY BERRYMAN				
2046		12/22 AP		04/20/22	0000000	WERTJES UNIFORMS	168.00			05/31/22

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FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				continued
2046				12/22	AP 04/19/22 0000000	WERTJES UNIFORMS JOHN KRAMER	102.00		05/31/22	
2046				12/22	AP 04/13/22 0000000	WERTJES UNIFORMS MATT BELZ	112.00		05/31/22	
2046				12/22	AP 04/13/22 0000000	WERTJES UNIFORMS MATT BELZ	146.50		05/31/22	
2046				12/22	AP 04/11/22 0000000	WERTJES UNIFORMS KYLE MANTERNACH	170.00		05/31/22	
2046				12/22	AP 03/31/22 0000000	WERTJES UNIFORMS MARK HOWARD	63.99		05/31/22	
2046				12/22	AP 03/10/22 0000000	WERTJES UNIFORMS JEREMY BERRYMAN	903.86		05/31/22	
2046				12/22	AP 03/10/22 0000000	WERTJES UNIFORMS JEREMY BERRYMAN	77.90		05/31/22	
2046				12/22	AP 03/10/22 0000000	WERTJES UNIFORMS CEDRIC DANILSON	198.95		05/31/22	
2046				12/22	AP 03/02/22 0000000	WERTJES UNIFORMS PRESTON RUSSELL	203.96		05/31/22	
2046				12/22	AP 02/28/22 0000000	WERTJES UNIFORMS SHEA MCNAMARA	55.50		05/31/22	
2046				12/22	AP 02/25/22 0000000	WERTJES UNIFORMS SHEA MCNAMARA	76.65		05/31/22	
2046				12/22	AP 02/15/22 0000000	WERTJES UNIFORMS STEPHANIE MOORE	231.50		05/31/22	
						ACCOUNT TOTAL	2,744.30	.00	2,744.30	
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2050				12/22	AP 04/30/22 0000000	NAPA AUTO PARTS	241.95		05/31/22	
2011				12/22	AP 12/31/21 0000000	NAPA AUTO PARTS	511.75		05/31/22	
						ACCOUNT TOTAL	753.70	.00	753.70	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2030				12/22	AP 05/11/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	148.71		05/31/22	
						PAPER TOWELS AND TISSUE				
						PROJECT#: 062507				
2036				12/22	AP 05/09/22 0000000	ECHO GROUP, INC.	275.40		05/31/22	
						LIGHT BULBS				
						PROJECT#: 062503				
1989				12/22	AP 05/05/22 0000000	O'DONNELL ACE HARDWARE	3.48		05/31/22	
						SCREWS				
						PROJECT#: 062503				
1989				12/22	AP 05/03/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	478.33		05/31/22	

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
SOAP, LINERS AND TOWELS										
PROJECT#: 062501										
1989		12/22 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	83.24			05/31/22
SOAP, LINERS AND TOWELS										
PROJECT#: 062503										
1989		12/22 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	132.64			05/31/22
SOAP, LINERS AND TOWELS										
PROJECT#: 062505										
1989		12/22 AP		05/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	143.43			05/31/22
SOAP, LINERS AND TOWELS										
PROJECT#: 062507										
2030		12/22 AP		05/02/22	0000000	MENARDS-CEDAR FALLS CABLE AND CORD COVERS FOR INSTALLATION	38.44			05/31/22
PROJECT#: 062511										
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS	3,781.23			05/31/22
PARTS & EXEPENSES APR'22										
1989		12/22 AP		04/28/22	0000000	O'DONNELL ACE HARDWARE	8.99			05/31/22
ANCHOR EPOXY										
PROJECT#: 062507										
1989		12/22 AP		04/28/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.81			05/31/22
TRASH LINERS										
PROJECT#: 062506										
1989		12/22 AP		04/27/22	0000000	MENARDS-CEDAR FALLS	18.24			05/31/22
PAINT HARDENER										
PROJECT#: 062503										
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	3,463.26			05/31/22
PARTS & EXPENSES-DEC'21										
ACCOUNT TOTAL							8,601.20	0.00		8,601.20
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2030		12/22 AP		05/13/22	0000000	O'DONNELL ACE HARDWARE SHOWER HEAD AND FAUCET REPAIR	33.35			05/31/22
PROJECT#: 062514										
2036		12/22 AP		05/13/22	0000000	O'DONNELL ACE HARDWARE	1.98			05/31/22
GASKET CAPS										
PROJECT#: 062514										
2030		12/22 AP		05/12/22	0000000	O'DONNELL ACE HARDWARE	8.07			05/31/22
PLUMBING WASHERS										
PROJECT#: 062506										
2030		12/22 AP		05/12/22	0000000	O'DONNELL ACE HARDWARE	4.39			05/31/22
FAUCET WASHERS										
PROJECT#: 062514										
1989		12/22 AP		05/06/22	0000000	O'DONNELL ACE HARDWARE	23.37			05/31/22
PLUMBING FITTING FOR NEW BOTTLE FILLER										
PROJECT#: 062514										
2030		12/22 AP		05/06/22	0000000	MENARDS-CEDAR FALLS	24.69			05/31/22
TUBING, TEE, COUPLING, WASHR										

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PROJECT#:		062514							
2030		12/22 AP		05/06/22	0000000 MENARDS-CEDAR FALLS	106.23		05/31/22	
					BENCH VISE, FITTINGS FOR EYE WASH STATION				
PROJECT#:		062514							
1989		12/22 AP		05/05/22	0000000 O'DONNELL ACE HARDWARE	1.20		05/31/22	
					SCREWS				
PROJECT#:		062514							
2030		12/22 AP		05/04/22	0000000 MENARDS-CEDAR FALLS	19.18		05/31/22	
					PLUMBING FITTING FOR EYE WASH				
PROJECT#:		062514							
2036		12/22 AP		05/04/22	0000000 FERGUSON ENTERPRISES, INC.	90.32		05/31/22	
					TOILET GASKETS				
PROJECT#:		062514							
2030		12/22 AP		05/02/22	0000000 MENARDS-CEDAR FALLS	5.09		05/31/22	
					WOOD SCREWS				
PROJECT#:		062506							
1989		12/22 AP		04/29/22	0000000 CHRISTIE DOOR COMPANY	286.75		05/31/22	
					OVERHEAD DOOR REPAIR				
PROJECT#:		062506							
1989		12/22 AP		04/29/22	0000000 ECHO GROUP, INC.	91.80		05/31/22	
					LIGHT BULBS				
PROJECT#:		062503							
1989		12/22 AP		04/29/22	0000000 MENARDS-CEDAR FALLS	4.45		05/31/22	
					SCREWS AND WASHERS				
PROJECT#:		062514							
1989		12/22 AP		04/28/22	0000000 O'DONNELL ACE HARDWARE	2.59		05/31/22	
					SCREWS				
PROJECT#:		062507							
1989		12/22 AP		04/27/22	0000000 ECHO GROUP, INC.	442.80		05/31/22	
					TRUCK LIGHT BULBS				
PROJECT#:		062507							
1989		12/22 AP		04/26/22	0000000 CHRISTIE DOOR COMPANY	40.00		05/31/22	
					GARAGE DOOR BUTTON				
PROJECT#:		062506							
1989		12/22 AP		04/25/22	0000000 MENARDS-CEDAR FALLS	21.87		05/31/22	
					SHEET METAL AND TAPE				
PROJECT#:		062507							
ACCOUNT TOTAL						1,208.13	.00	1,208.13	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2030		12/22 AP		05/17/22	0000000 FRESH START CLEANING SOLUTION	500.00		05/31/22	
					JANITORIAL SERVICES				
PROJECT#:		062515							
2036		12/22 AP		05/09/22	0000000 HAWKEYE ALARM & SIGNAL CO.	550.00		05/31/22	
					FIRE ALARM MONITORING AND CELL TRANSMITTER				
PROJECT#:		062501							
2036		12/22 AP		05/01/22	0000000 TK ELEVATOR CORPORATION	152.43		05/31/22	

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
ELEVATOR MAINTENANCE									
PROJECT#:	062505								
2036	12/22	AP	05/01/22	0000000		TK ELEVATOR CORPORATION	152.46		05/31/22
ELEVATOR MAINTENANCE									
PROJECT#:	062514								
2036	12/22	AP	05/01/22	0000000		TK ELEVATOR CORPORATION	152.43		05/31/22
ELEVATOR MAINTENANCE									
PROJECT#:	062503								
2036	12/22	AP	05/01/22	0000000		TK ELEVATOR CORPORATION	152.43		05/31/22
ELEVATOR MAINTENANCE									
PROJECT#:	062501								
2030	12/22	AP	04/29/22	0000000		ARAMARK	13.00		05/31/22
MAT SERVICE									
PROJECT#:	062501								
ACCOUNT TOTAL							1,672.75	.00	1,672.75
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2011	12/22	AP	05/09/22	0000000		SITEONE LANDSCAPE SUPPLY,LLC IRRIGATION PIPE FOR PHEASANT GOLF	245.76		05/31/22
ACCOUNT TOTAL							245.76	.00	245.76
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1984	12/22	AP	05/10/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.95		05/31/22
GEL PENS									
1984	12/22	AP	05/02/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.15		05/31/22
POST-IT NOTES									
ACCOUNT TOTAL							11.10	.00	11.10
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS									
1984	12/22	AP	10/28/21	0000000		SERVICEWEAR APPAREL, INC. POLOS & PANTS-M. TOLAN	130.68		05/31/22
ACCOUNT TOTAL							130.68	.00	130.68
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2011	12/22	AP	05/06/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	11.08		05/31/22
EXPO MARKERS FOR PARKS									
ACCOUNT TOTAL							11.08	.00	11.08
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
2050		12/22 AP		05/20/22	0000000	FOSTER'S, INC.	268.32			05/31/22
						FERTILIZER				
2050		12/22 AP		05/19/22	0000000	O'DONNELL ACE HARDWARE	96.00			05/31/22
						SPRAYER,CLEANERS,HANDLE				
2050		12/22 AP		05/19/22	0000000	O'DONNELL ACE HARDWARE	5.69			05/31/22
						PARKS SPRAYER				
2050		12/22 AP		05/18/22	0000000	O'DONNELL ACE HARDWARE	25.99			05/31/22
						ELECTRIC BALLAST				
2050		12/22 AP		05/17/22	0000000	O'DONNELL ACE HARDWARE	37.68			05/31/22
						BOLTS,AUGER				
2050		12/22 AP		05/17/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	181.29			05/31/22
						VETS PARKS FLOWERS				
2050		12/22 AP		05/16/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	68.75			05/31/22
						VETS PARKS FLOWERS				
2030		12/22 AP		05/13/22	0000000	DIAMOND VOGEL PAINT - #52	10.68			05/31/22
						PAINT				
2050		12/22 AP		05/13/22	0000000	O'DONNELL ACE HARDWARE	36.76			05/31/22
						BROOM,DUST PAN,BOWL CLENR				
2030		12/22 AP		05/12/22	0000000	DIAMOND VOGEL PAINT - #52	14.24			05/31/22
						PAINT				
2011		12/22 AP		05/11/22	0000000	BUILDERS SELECT LLC	25.47			05/31/22
						LUMBER-PIT TOILET				
2030		12/22 AP		05/11/22	0000000	HAGARTY MONUMENT AND FLAG	302.20			05/31/22
						VETS PARK FLAGS				
2011		12/22 AP		05/10/22	0000000	BUILDERS SELECT LLC	17.99			05/31/22
						CONCRETE-PIT TOILET				
2036		12/22 AP		05/09/22	0000000	MENARDS-CEDAR FALLS	47.10			05/31/22
						CLAMPS,TAPE				
2050		12/22 AP		05/09/22	0000000	O'DONNELL ACE HARDWARE	22.38			05/31/22
						PVC PLUG,ADAPTER				
2050		12/22 AP		05/09/22	0000000	O'DONNELL ACE HARDWARE	11.38			05/31/22
						BUSHING,ELBOW				
2050		12/22 AP		05/06/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	567.94			05/31/22
						FRUIT TREES				
1989		12/22 AP		05/05/22	0000000	O'DONNELL ACE HARDWARE	32.99			05/31/22
						HEX KEY SET				
1989		12/22 AP		05/03/22	0000000	MENARDS-CEDAR FALLS	17.45			05/31/22
						BLEACH FOR BEACH HOUSE				
1989		12/22 AP		05/03/22	0000000	MENARDS-CEDAR FALLS	92.93			05/31/22
						BITS FOR PARKS TOOLS				
1989		12/22 AP		05/03/22	0000000	O'DONNELL ACE HARDWARE	3.96			05/31/22
						FAUCET WASHERS				
2011		12/22 AP		04/30/22	0000000	CULLIGAN WATER CONDITIONING	80.24			05/31/22
						BOTTLE WATER FOR PARKS				
						606 UNION RD				
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS	581.39			05/31/22
						PARTS & EXPENSES APR'22				
2011		12/22 AP		04/26/22	0000000	VAN METER, INC.	1,141.43			05/31/22
						SOLAR LIGHTS-WASHINGTON				
						PARK				
2008		12/22 AP		04/01/22	0000000	BROWN'S SHOE FIT	160.00			05/31/22

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FUND 101 GENERAL FUND										
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
						SAFETY SHOES-T SIRE				
						P.O. 56724				
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	707.62			05/31/22
						PARTS & EXPENSES-DEC'21				
						ACCOUNT TOTAL	4,557.87	.00		4,557.87
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2050		12/22 AP		05/05/22	0000000	COOLEY PUMPING, LLC	95.00			05/31/22
						PORTA POTTY-OFFICERS PARK				
2050		12/22 AP		04/08/22	0000000	COOLEY PUMPING, LLC	115.00			05/31/22
						PORTA POTTY-ELDORADO PARK				
						ACCOUNT TOTAL	210.00	.00		210.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2050		12/22 AP		05/18/22	0000000	STOKES WELDING	1,728.00			05/31/22
						TRIMMERS,BLOWERS,BATTERIE				
						ACCOUNT TOTAL	1,728.00	.00		1,728.00
						FUND TOTAL	87,781.24	21.82		87,759.42
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2011		12/22 AP		05/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	46.19			05/31/22
						PAPER PAPER FOR STREET				
						ACCOUNT TOTAL	46.19	.00		46.19
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
2036		12/22 AP		05/12/22	0000000	TRACTOR SUPPLY CO.	16.99			05/31/22
						STEERING WHEEL ADAPTER # 293				
2011		12/22 AP		05/05/22	0000000	TRACTOR SUPPLY CO.	15.89			05/31/22
						SPRAY NOZZLE FOR UTILITY TRUCK				
2011		12/22 AP		05/04/22	0000000	MENARDS-CEDAR FALLS	22.98			05/31/22
						BELL HANGER,AUGER BIT				
						ACCOUNT TOTAL	55.86	.00		55.86
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2008		12/22 AP		04/01/22	0000000	BROWN'S SHOE FIT	160.00			05/31/22
						SAFETY SHOES-T JOHNSON P.O. 56721				

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued				
ACCOUNT TOTAL							160.00	0.00	160.00	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2036		12/22 AP		05/17/22	0000000	GIERKE-ROBINSON COMPANY, INC. CONCRETE BLADE FOR HAND SAW	322.84			05/31/22
2036		12/22 AP		05/13/22	0000000	GIERKE-ROBINSON COMPANY, INC. FLAT SAW BLADE	1,036.35			05/31/22
2011		12/22 AP		05/05/22	0000000	MENARDS-CEDAR FALLS LEVEL,DIAMOND CUP WHL, COND STRAP	107.22			05/31/22
ACCOUNT TOTAL							1,466.41	0.00	1,466.41	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1989		12/22 AP		05/06/22	0000000	BUILDERS SELECT LLC SCREWS FOR FALLS AQUATIC CENTER BRIDGE	45.99			05/31/22
ACCOUNT TOTAL							45.99	0.00	45.99	
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS										
2011		12/22 AP		05/05/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-SIDEWALK REPAIR LAVERNE LANE	262.50			05/31/22
2011		12/22 AP		05/04/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-SIDEWALK REPAIR LAVERNE LANE	175.00			05/31/22
ACCOUNT TOTAL							437.50	0.00	437.50	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
2050		12/22 AP		05/18/22	0000000	BUILDERS SELECT LLC FORM LUMBER	32.99			05/31/22
2036		12/22 AP		05/12/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE STREET REPAIR CRESCENT DRIVE	512.50			05/31/22
2011		12/22 AP		05/11/22	0000000	BUILDERS SELECT LLC LUMBER-CONCRETE FORMS	19.99			05/31/22
2036		12/22 AP		05/11/22	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE 2ND ST	525.00			05/31/22
2011		12/22 AP		05/07/22	0000000	ASPRO, INC. HOTMIX/TACK	606.66			05/31/22
2011		12/22 AP		05/06/22	0000000	MENARDS-CEDAR FALLS BITS,LUMBER FOR FORMS S	47.20			05/31/22
2011		12/22 AP		05/05/22	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE 2ND & PEARL	375.00			05/31/22
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS PARTS & EXPENSES APR'22	265.68			05/31/22
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	915.43			05/31/22

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32						OTHER SUPPLIES / STREETS PARTS & EXPENSES-DEC'21				
ACCOUNT TOTAL							3,300.45	.00	3,300.45	
206-6637-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2036				12/22	AP 05/09/22 0000000	MILLER WINDOW SERVICE WINDOW CLEANING-BUS STOPS	95.00			05/31/22
ACCOUNT TOTAL							95.00	.00	95.00	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1984				12/22	AP 05/12/22 0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THROUGH 04/30/22	8,922.23			05/31/22
					3259-2022 BRIDGE INSPECT					
					PROJECT#: 023259					
ACCOUNT TOTAL							8,922.23	.00	8,922.23	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1984				12/22	AP 05/20/22 0000000	PIRC-TOBIN CONSTRUCTION INC. RETAINAGE RELEASE	14,405.97			05/31/22
					3240-W27TH SANITARY SEWER					
					PROJECT#: 023240					
1984				12/22	AP 05/18/22 0000000	PIRC-TOBIN CONSTRUCTION INC.	2,098.31			05/31/22
					3240-W27TH SANITARY SEWER					
					PROJECT#: 023240					
1984				12/22	AP 05/01/22 0000000	QUESTCDN 31 BIDS	465.00			05/31/22
					3240-W 27TH ST RECON					
					PROJECT#: 023240					
1984				12/22	AP 04/25/22 0000000	AECOM TECHNICAL SERVICES, INC SERVICES THROUGH 04/15/22	9,828.82			05/31/22
					3240-WEST 27TH ST. RECON.					
					PROJECT#: 023240					
ACCOUNT TOTAL							26,798.10	.00	26,798.10	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1989				12/22	AP 04/29/22 0000000	ECHO GROUP, INC. ARM KIT FOR LIGHTS	32.08			05/31/22
1989				12/22	AP 04/25/22 0000000	ECHO GROUP, INC. GLOVES,INS CONN,POLY TAPE	427.30			05/31/22
2030				12/22	AP 04/25/22 0000000	FASTENAL COMPANY LIGHTS	86.50			05/31/22
2030				12/22	AP 04/25/22 0000000	FASTENAL COMPANY LIGHTS	94.86			05/31/22
2011				12/22	AP 12/31/21 0000000	NAPA AUTO PARTS PARTS & EXPENSES-DEC'21	23.28			05/31/22
ACCOUNT TOTAL							664.02	.00	664.02	

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-1989	436.92-01			12/22	AP 04/29/22 0000000	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS TRAFFIC CONTROL CORPORATION	3,800.00			05/31/22
1989				12/22	AP 04/22/22 0000000	CONTROLLER UPGRADE TRAFFIC CONTROL CORPORATION	2,775.00			05/31/22
						BRACKETS FOR MOUNTING SIGNALS				
ACCOUNT TOTAL							6,575.00	.00	6,575.00	
FUND TOTAL							48,566.75	.00	48,566.75	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-1981	432.71-01			12/22	AP 05/17/22 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT ENVELOPES	30.64			05/31/22
ACCOUNT TOTAL							30.64	.00	30.64	
FUND TOTAL							30.64	.00	30.64	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-2067	432.71-01			12/22	AP 05/18/22 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.27			05/31/22
ACCOUNT TOTAL							2.27	.00	2.27	
223-2224-1981	432.89-57			12/22	AP 04/29/22 0000000	MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS APRIL EXPENSES	1,844.70			05/31/22
ACCOUNT TOTAL							1,844.70	.00	1,844.70	
223-2224-1981	432.89-59			12/22	AP 04/29/22 0000000	MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SEWER LINING APRIL EXPENSES	687.83			05/31/22
ACCOUNT TOTAL							687.83	.00	687.83	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										

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FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES continued										
1981		12/22 AP		04/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	583.72		05/31/22	
						ENT.SINGLE FAMILY REHAB.				
1981		12/22 AP		04/29/22	0000000	IOWA NORTHLAND REGIONAL CO. O	205.82		05/31/22	
						ENTITLEMENT RENTAL REHAB				
						APRIL EXPENSES				
						APRIL EXPENSES				
						ACCOUNT TOTAL	789.54	0.00	789.54	
						FUND TOTAL	3,324.34	0.00	3,324.34	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 HOME & COMMUNITY ENVIRON / STRUCTURE IMPROV & BLDGS										
1984		12/22 AP		04/25/22	0000000	AECOM TECHNICAL SERVICES, INC	6,793.45		05/31/22	
						3271-N CEDAR HEIGHTS PH1				
						PROJECT#: 023271				
						03/12-04/15/22				
						ACCOUNT TOTAL	6,793.45	0.00	6,793.45	
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
1984		12/22 AP		05/20/22	0000000	PETERSON CONTRACTORS	175,348.62		05/31/22	
						3185-2020 STREET CONST.				
						PROJECT#: 023185				
1984		12/22 AP		05/20/22	0000000	PETERSON CONTRACTORS	150,693.05		05/31/22	
						3230-2022 STREET CONST.				
						PROJECT#: 023230				
1984		12/22 AP		05/09/22	0000000	TERRACON CONSULTANTS, INC.	257.78		05/31/22	
						3230-2022 STREET RECON				
						PROJECT#: 023230				
						THROUGH 04/30/22				
						ACCOUNT TOTAL	326,299.45	0.00	326,299.45	
242-1240-431.92-99 STRUCTURE IMPROV & BLDGS / STREET PATCHING										
1984		12/22 AP		05/18/22	0000000	BOULDER CONTRACTING, LLC	25,434.39		05/31/22	
						3275-2021 STREET PATCHING				
						PROJECT#: 023275				
						CFU				
						ACCOUNT TOTAL	25,434.39	0.00	25,434.39	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1984		12/22 AP		04/15/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	68,554.96		05/31/22	
						3283-MAIN ST RECONSTRUCT.				
						PROJECT#: 023283				
						SERVICES THROUGH 02/28/22				
						ACCOUNT TOTAL	68,554.96	0.00	68,554.96	

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FUND 242 STREET REPAIR FUND									
					FUND TOTAL		427,082.25	.00	427,082.25
FUND 254 CABLE TV FUND									
254-1088-431.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES			
2008		12/22 AP		05/11/22	0000000	FEDERAL EXPRESS	14.99		05/31/22
						SHIPPING-ALLIED BROADCAST			
					ACCOUNT TOTAL		14.99	.00	14.99
254-1088-431.93-01						EQUIPMENT / EQUIPMENT			
2067		12/22 AP		05/19/22	0000000	B & H PHOTO-VIDEO-PRO AUDIO	2,169.72		05/31/22
						SCHATLER FSB I MK II			
2067		12/22 AP		05/17/22	0000000	B & H PHOTO-VIDEO-PRO AUDIO	1,789.01		05/31/22
						SONY STRM PTZ-B			
					ACCOUNT TOTAL		3,958.73	.00	3,958.73
					FUND TOTAL		3,973.72	.00	3,973.72
FUND 258 PARKING FUND									
FUND 261 TOURISM & VISITORS									
261-2291-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2025		12/22 AP		05/05/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	37.19		05/31/22
						6 ACRYLIC "T" FRAMES			
					ACCOUNT TOTAL		37.19	.00	37.19
261-2291-423.73-55						OTHER SUPPLIES / MEDIA			
2025		12/22 AP		05/13/22	0000000	IOWA ECONOMIC DEV.AUTHORITY F	2,500.00		05/31/22
						IA COOP-ARRIVALIST			
					ACCOUNT TOTAL		2,500.00	.00	2,500.00
261-2291-423.73-57						OTHER SUPPLIES / GIFT SHOP			
2025		12/22 AP		04/28/22	0000000	KATE BRENNAN HALL ILLUSTR.& PR	163.50		05/31/22
						18 TOWELS / 13 CARDS			
					ACCOUNT TOTAL		163.50	.00	163.50
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE			
2025		12/22 AP		04/29/22	0000000	ARAMARK	5.20		05/31/22
						MAT SERVICE			
					ACCOUNT TOTAL		5.20	.00	5.20

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
2025		12/22 AP		05/04/22	0000000	FIRST	5,000.00			05/31/22
						FIRST ROBOTICS-IA REGION				
						MARCH 2022				
						ACCOUNT TOTAL	5,000.00	.00	5,000.00	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS										
2025		12/22 AP		05/16/22	0000000	CEDAR VALLEY TRAILS PARTNERSH	2,353.84			05/31/22
						BALANCE FROM PEDAL FEST				
						TRANSFER FUNDS TO CVTP				
						PROJECT#: 032437				
						ACCOUNT TOTAL	2,353.84	.00	2,353.84	
						FUND TOTAL	10,059.73	.00	10,059.73	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1943		12/22 AP		04/29/22	0000000	ARAMARK	5.20			05/31/22
						COMM. CENTER MAT SERVICE				
						ACCOUNT TOTAL	5.20	.00	5.20	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1943		12/22 AP		05/16/22	0000000	MASMAR, MANDY SUE	80.00			05/31/22
						SENIOR LINE DANCING FOR				
						MAY '22				
1943		12/22 AP		05/12/22	0000000	SHIRT SHACK INC., THE	438.61			05/31/22
						WALKING WEDNESDAY SHIRTS				
2069		11/22 AP		03/01/22	0139613	MASMAR, MANDY SUE		60.00		05/25/22
						VOID CHECK LOST				
						SENIOR LINE DANCING FOR				
						ACCOUNT TOTAL	518.61	60.00	458.61	
						FUND TOTAL	523.81	60.00	463.81	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
295-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2028		12/22 AP		05/06/22	0000000	CORY'S PAINTING, L.L.C.	1,011.84			05/31/22
						WALL REPAIR/ PAINTING				
						SUPPLIES				
						ACCOUNT TOTAL	1,011.84	.00	1,011.84	

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FUND 295 SOFTBALL PLAYER CAPITAL										
FUND TOTAL							1,011.84	.00	1,011.84	
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2030				12/22	AP 05/17/22 0000000	CAHOY PUMP SERVICE INC.	12,493.00			05/31/22
PUMP REPAIR										
2037				12/22	AP 05/12/22 0000000	IPRA CONSIGN.TICKET SALES	3,457.50			05/31/22
CONSIGNMENT TICKET SALES										
SUMMER 2021										
2028				12/22	AP 04/22/22 0000000	AIRE SERV.OF THE CEDAR VALLEY	15,000.00			05/31/22
HEAT PUMP REPLACEMENT										
ACCOUNT TOTAL							30,950.50	.00	30,950.50	
FUND TOTAL							30,950.50	.00	30,950.50	
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
1984				12/22	AP 05/20/22 0000000	PETERSON CONTRACTORS	429,658.12			05/31/22
3189-W VIKING IND.PARK V										
PROJECT#: 023189										
1984				12/22	AP 05/09/22 0000000	TERRACON CONSULTANTS, INC.	501.16			05/31/22
3189-W VIKING IND PARK										
THROUGH 04/30/22										
PROJECT#: 023189										
1984				12/22	AP 04/22/22 0000000	SNYDER & ASSOCIATES, INC.	1,761.48			05/31/22
3189-W VIKING IND PARK										
SERVICES THROUGH 03/31/22										
PROJECT#: 023189										
ACCOUNT TOTAL							431,920.76	.00	431,920.76	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
1984				12/22	AP 05/16/22 0000000	SNYDER & ASSOCIATES, INC.	15,067.00			05/31/22
3212-WEST VIKING RD RECON										
SERVICES 04/01-04/30/22										
PROJECT#: 023212										
ACCOUNT TOTAL							15,067.00	.00	15,067.00	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 430 2004 TIF BOND								
430-1220-431.97-82					TIF BOND PROJECTS /			
1984		12/22 AP		05/20/22	0000000	118,695.01		05/31/22
					OWEN CONTRACTING INC.			
					3242-DWNTWN STREETSCP II			
					PROJECT#: 023242			
					ACCOUNT TOTAL	118,695.01	.00	118,695.01
430-1220-431.97-85 TIF BOND PROJECTS / COLLEGE HILL TIF								
1984		12/22 AP		05/01/22	0000000	270.00		05/31/22
					QUESTCDN			
					3264-COLLEGE HILL PARKING			
					18 BIDS			
					PROJECT#: 023264			
					ACCOUNT TOTAL	270.00	.00	270.00
430-1220-431.97-90 TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE								
1984		12/22 AP		04/22/22	0000000	601.50		05/31/22
					SNYDER & ASSOCIATES, INC.			
					3294-PINNACLE ROUNDABOUT			
					SERVICES THROUGH 03/31/22			
					PROJECT#: 023294			
					ACCOUNT TOTAL	601.50	.00	601.50
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD								
1984		12/22 AP		04/22/22	0000000	6,450.00		05/31/22
					SNYDER & ASSOCIATES, INC.			
					3294-VIKING & PRAIRIE			
					SERVICES THROUGH 03/31/22			
					PROJECT#: 023294			
					ACCOUNT TOTAL	6,450.00	.00	6,450.00
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE								
1984		12/22 AP		04/22/22	0000000	760.00		05/31/22
					SNYDER & ASSOCIATES, INC.			
					3245-CYBER LANE EXTENSION			
					SERVICES THROUGH 03/31/22			
					PROJECT#: 023245			
					ACCOUNT TOTAL	760.00	.00	760.00
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT								
1984		12/22 AP		04/22/22	0000000	1,514.50		05/31/22
					SNYDER & ASSOCIATES, INC.			
					3294-HUDSON & RIDGEWAY			
					SERVICES THROUGH 03/31/22			
					PROJECT#: 023294			
					ACCOUNT TOTAL	1,514.50	.00	1,514.50
					FUND TOTAL	575,278.77	.00	575,278.77

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FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
436-1220-431.98-60		CAPITAL PROJECTS /				DAM SAFETY IMPROVEMENTS			
1981		12/22 AP 05/04/22		0000000		RIVERWISE ENGINEERING, LLC	6,210.00		05/31/22
		3088-CEDAR RIVER REC.IMP.							
		PROJECT#:		023088					
		ACCOUNT TOTAL					6,210.00	.00	6,210.00
		FUND TOTAL					6,210.00	.00	6,210.00
FUND 437	2018	BOND							
437-1220-431.98-68		CAPITAL PROJECTS /				MCMAHILL 1ST ADD STREET			
2008		12/22 AP 05/05/22		0000000		REDFERN,MASON,LARSEN & MOORE,	5,928.97		05/31/22
		LGL:MCMAHILL 1ST ADDITION				10/28/2020-4/18/22			
		PROJECT#:		023135					
		ACCOUNT TOTAL					5,928.97	.00	5,928.97
		FUND TOTAL					5,928.97	.00	5,928.97
FUND 438	2020	BOND FUND							
438-1220-431.95-73		BOND FUND PROJECTS /				SIDEWALK RECONSTRUCTION			
1984		12/22 AP 05/18/22		0000000		COBALT CONTRACTING LC	3,231.22		05/31/22
		3266-'21 PUBLIC SIDEWALK							
		PROJECT#:		023266					
		ACCOUNT TOTAL					3,231.22	.00	3,231.22
438-1220-431.98-23		CAPITAL PROJECTS /				GREENHILL RD & S MAIN INT			
1984		12/22 AP 05/20/22		0000000		PETERSON CONTRACTORS	197,298.85		05/31/22
		3228-GREENHILL/S MAIN INT							
		PROJECT#:		023228					
		ACCOUNT TOTAL					197,298.85	.00	197,298.85
438-1220-431.98-83		CAPITAL PROJECTS /				CEDAR HGTS DRIVE RECON			
1984		12/22 AP 05/20/22		0000000		PETERSON CONTRACTORS	760,414.10		05/31/22
		3171-CEDAR HEIGHTS RECON.							
		PROJECT#:		023171					
1984		12/22 AP 05/09/22		0000000		TERRACON CONSULTANTS, INC.	1,960.30		05/31/22

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FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON							continued		
3171-CEDAR HEIGHTS RECON THROUGH 04/30/22									
PROJECT#: 023171									
1984		12/22 AP		04/22/22	0000000	SNYDER & ASSOCIATES, INC.	12,430.13		05/31/22
3171-CEDAR HEIGHTS RECON SERVICES THROUGH 03/31/22									
PROJECT#: 023171									
1984		12/22 AP		04/22/22	0000000	SNYDER & ASSOCIATES, INC.	9,671.33		05/31/22
3171-CEDAR HEIGHTS RECON. SERVICES THROUGH 03/31/22									
PROJECT#: 023171									
ACCOUNT TOTAL							784,475.86	.00	784,475.86
FUND TOTAL							985,005.93	.00	985,005.93
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
1981		12/22 AP		04/30/22	0000000	PETERS CONSTRUCTION CORP.	590,876.25		05/31/22
3231-CITY HALL REMODEL									
PROJECT#: 023231									
1981		12/22 AP		04/29/22	0000000	EMERGENT ARCHITECTURE	4,976.72		05/31/22
3231-CITY HALL REMODEL 04/01-04/30/22									
PROJECT#: 023231									
ACCOUNT TOTAL							595,852.97	.00	595,852.97
FUND TOTAL							595,852.97	.00	595,852.97
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									
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2011		12/22 AP		05/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.54		05/31/22
TAPE FOR REFUSE									
2011		12/22 AP		05/05/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.54		05/31/22
TAPE, STAPLES									

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								POST DT
FUND 551 REFUSE FUND								
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued		
ACCOUNT TOTAL						36.08	0.00	36.08
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1989		12/22 AP		05/10/22	0000000	22.50		05/31/22
STAMP FOR CART EXCHANGES								
RFID								
ACCOUNT TOTAL						22.50	0.00	22.50
551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES								
2030		12/22 AP		05/11/22	0000000	69.05		05/31/22
TAPE FOR REFUSE CART LABE								
LS								
ACCOUNT TOTAL						69.05	0.00	69.05
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2030		12/22 AP		05/16/22	0000000	394.55		05/31/22
CONTINENTAL RESEARCH CORP.								
DEODORIZER FOR GARBAGE								
CANS AND DUMPSTERS								
2030		12/22 AP		05/13/22	0000000	14.37		05/31/22
O'DONNELL ACE HARDWARE								
USB CAR CHARGER, DRILL BIT								
ACCOUNT TOTAL						408.92	0.00	408.92
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES								
1989		12/22 AP		05/05/22	0000000	14.69		05/31/22
O'DONNELL ACE HARDWARE								
BATTERIES-TRANS STATION								
2011		12/22 AP		05/04/22	0000000	75.98		05/31/22
TRACTOR SUPPLY CO.								
CLEVIS FOR TRACTORS								
ACCOUNT TOTAL						90.67	0.00	90.67
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1989		12/22 AP		05/04/22	0000000	262.80		05/31/22
MILLER FENCE CO., INC.								
GATE REPAIR-16TH & STATE								
2050		12/22 AP		04/30/22	0000000	651.33		05/31/22
NAPA AUTO PARTS								
PARTS & EXPENSES APR'22								
2011		12/22 AP		12/31/21	0000000	566.45		05/31/22
NAPA AUTO PARTS								
PARTS & EXPENSES-DEC'21								
ACCOUNT TOTAL						1,480.58	0.00	1,480.58
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR								
2011		12/22 AP		05/02/22	0000000	267.75		05/31/22
BENTON'S READY MIX CONCRETE,								

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	----
FUND 551 REFUSE FUND										
551-6685-436.73-06						OTHER SUPPLIES / BUILDING REPAIR				continued
						CONCRETE FOR RECYCLING				
						BUNKER WALL - BLUFF ST				
						ACCOUNT TOTAL	267.75	.00	267.75	
551-6685-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2011				12/22	AP 05/12/22 0000000	NIACC	990.00			05/31/22
						NORTHLAND TRAINING CDL				
						TREKAMP,KONZ 6/6-6/24/22				
						ACCOUNT TOTAL	990.00	.00	990.00	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
2030				12/22	AP 05/03/22 0000000	COOLEY PUMPING, LLC	85.00			05/31/22
						DRAIN CLEANING IN OLD				
						TRUCK STORAGE				
2011				12/22	AP 05/02/22 0000000	MENARDS-CEDAR FALLS	12.34			05/31/22
						MORTAR MIX				
						ACCOUNT TOTAL	97.34	.00	97.34	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
2030				12/22	AP 05/13/22 0000000	MIDWEST ELECTRONIC RECOVERY	1,050.70			05/31/22
						COMPUTER RECYCLING				
2050				12/22	AP 05/07/22 0000000	LIBERTY TIRE RECYCLING, LLC	1,246.69			05/31/22
						TIRE RECYCLING				
1989				12/22	AP 05/06/22 0000000	WEIKERT IRON AND METAL	1,778.00			05/31/22
						APPLIANCE RECYCLING				
1989				12/22	AP 04/22/22 0000000	SAM ANNIS & CO.	63.69			05/31/22
						PROPANE TANK REFILL				
						ACCOUNT TOTAL	4,139.08	.00	4,139.08	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
1989				12/22	AP 04/29/22 0000000	SCHOOL BUS SALES	3,000.00			05/31/22
						TOMMY LIFT FOR #310				
						ACCOUNT TOTAL	3,000.00	.00	3,000.00	
						FUND TOTAL	10,601.97	.00	10,601.97	

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FUND 552 SEWER RENTAL FUND										
552-6655-2049		436.72		12/22 AP 05/03/22	0000000	OPERATING SUPPLIES / FLOOD CONTROL GIERKE-ROBINSON COMPANY, INC. SUCTION/ PUMP HOSE	234.16			05/31/22
						ACCOUNT TOTAL	234.16	0.00	234.16	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
552-6655-2030				12/22 AP 05/12/22	0000000	UTILITY EQUIPMENT COMPANY MANHOLE CASTING	450.72			05/31/22
552-6655-2036				12/22 AP 05/04/22	0000000	STETSON BUILDING PRODUCTS LLC MR MANHOLE SUPPLIES	505.50			05/31/22
						ACCOUNT TOTAL	956.22	0.00	956.22	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
552-6665-2049				12/22 AP 05/12/22	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	722.60			05/31/22
552-6665-2049				12/22 AP 05/05/22	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	56.66			05/31/22
552-6665-2049				12/22 AP 04/29/22	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	178.18			05/31/22
552-6665-2049				12/22 AP 04/29/22	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	270.00			05/31/22
552-6665-2049				12/22 AP 04/28/22	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	139.36			05/31/22
						ACCOUNT TOTAL	1,366.80	0.00	1,366.80	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
552-6665-2049				12/22 AP 05/12/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LOTION	72.66			05/31/22
						ACCOUNT TOTAL	72.66	0.00	72.66	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
552-6665-2049				12/22 AP 05/13/22	0000000	O'DONNELL ACE HARDWARE ROPE,TERRO	33.98			05/31/22
552-6665-2049				12/22 AP 05/12/22	0000000	O'DONNELL ACE HARDWARE DRILL PUMP	15.69			05/31/22
552-6665-2049				12/22 AP 05/06/22	0000000	O'DONNELL ACE HARDWARE BOLTS	8.94			05/31/22
552-6665-2049				12/22 AP 05/05/22	0000000	JOHNSTONE SUPPLY OF WATERLOO FILTERS	417.12			05/31/22
552-6665-2050				12/22 AP 04/30/22	0000000	NAPA AUTO PARTS PARTS & EXPENSES APR'22	444.46			05/31/22
552-6665-2011				12/22 AP 12/31/21	0000000	NAPA AUTO PARTS	125.81			05/31/22

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT PARTS & EXPENSES-DEC'21						continued			
ACCOUNT TOTAL						1,046.00	.00	1,046.00	
552-6665-436.73-36 OTHER SUPPLIES / SANITARY LIFT STATION SUPP.									
2049		12/22 AP		05/13/22	0000000 HUPP ELECTRIC MOTORS	7,635.50		05/31/22	
PUMP LIFT STATION									
ACCOUNT TOTAL						7,635.50	.00	7,635.50	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2049		12/22 AP		03/31/22	0000000 ENDRESS AND HAUSER, INC.	1,282.14		05/31/22	
LEVEL SENSOR SERVICE									
ACCOUNT TOTAL						1,282.14	.00	1,282.14	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2049		12/22 AP		04/29/22	0000000 ARAMARK	24.93		05/31/22	
RUGS									
ACCOUNT TOTAL						24.93	.00	24.93	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2049		12/22 AP		05/20/22	0000000 TESTAMERICA LABORATORIES, INC	412.00		05/31/22	
LAB TESTS									
ACCOUNT TOTAL						412.00	.00	412.00	
FUND TOTAL						13,030.41	.00	13,030.41	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1984		12/22 AP		05/10/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.73		05/31/22	
GEL PENS									
1984		12/22 AP		05/02/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.44		05/31/22	
POST-IT NOTES									
ACCOUNT TOTAL						1.17	.00	1.17	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
2050		12/22 AP		05/19/22	0000000 BUILDERS SELECT LLC	170.27		05/31/22	

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FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS continued										
2036				12/22	AP 05/11/22 0000000	PLYWOOD,LUMBER FOR PINOAK CATCH BASIN BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM LINE COLLAR -CRESCENT DRIVE	175.00		05/31/22	
ACCOUNT TOTAL							345.27	.00	345.27	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1984				12/22	AP 05/17/22 0000000	ADVANCED ENVIRONMENTAL TESTIN 3215-OLIVE ST BOX CULVERT ASBESTOS REMOVAL-2016 OLV PROJECT#: 023215	797.00		05/31/22	
ACCOUNT TOTAL							797.00	.00	797.00	
FUND TOTAL							1,143.44	.00	1,143.44	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
2008				12/22	AP 04/04/22 0000000	BRAND ACCELERATION INC ECON-WEBHOST/DOMAIN RENEW 5/1/22-4/31/23	750.00		05/31/22	
ACCOUNT TOTAL							750.00	.00	750.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
2067				12/22	AP 05/22/22 0000000	GORDON FLESCH COMPANY COPIERS/24629-MPS01/MAY22 5/22-6/21/22&OV2/22-5/21	1,949.03		05/31/22	
ACCOUNT TOTAL							1,949.03	.00	1,949.03	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2008				12/22	AP 04/15/22 0000000	KELTEK INCORPORATED SIERRA WIRELESS REPAIR	424.66		05/31/22	
ACCOUNT TOTAL							424.66	.00	424.66	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
2008				12/22	AP 04/30/22 0000000	ACOM SOLUTIONS, INC. ANNUAL EZ PAY/DESIGN MNT. 6/1/22-5/31/23	2,443.00		05/31/22	
2008				12/22	AP 04/30/22 0000000	IP PATHWAYS, LLC DRAS A SERVICE	3,482.78		05/31/22	
ACCOUNT TOTAL							5,925.78	.00	5,925.78	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2067		12/22 AP		05/20/22	0000000	BERRY DUNN MCNEIL & PARKER, L	4,495.00			05/31/22
NEW FINANCE SYSTEM RFP										
2008		12/22 AP		05/09/22	0000000	STRICTLY TECHNOLOGY, LLC	8,046.50			05/31/22
7 DESKTOP PC'S										
2008		12/22 AP		03/31/22	0000000	KELTEK INCORPORATED	15,726.82			05/31/22
MDC-NEW CAR										
2073		11/22 AP		01/21/22	0139321	STIVERS FORD, INC.	32,198.00			05/25/22
#AD04 2021 FORD F-150 VM00633										
ACCOUNT TOTAL							60,466.32	.00	60,466.32	
FUND TOTAL							69,515.79	.00	69,515.79	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
2008		12/22 AP		05/09/22	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.37			05/31/22
BENEFITS CONSULTING SERV JUN 2022										
ACCOUNT TOTAL							2,333.37	.00	2,333.37	
FUND TOTAL							2,333.37	.00	2,333.37	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
2036		12/22 AP		05/11/22	0000000	HTP ENERGY	30,822.95			05/31/22
BLUFF STREET GASOHOL										
2036		12/22 AP		04/30/22	0000000	AIRGAS USA, LLC	69.74			05/31/22
WELDING GAS										
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS	127.02			05/31/22
PARTS & EXPENSES APR'22										
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	4,903.20			05/31/22
PARTS & EXPENSES-DEC'21										
ACCOUNT TOTAL							35,922.91	.00	35,922.91	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
2050		12/22 AP		05/18/22	0000000	SADLER POWER TRAIN	669.72			05/31/22
12 TON JACK STANDS										
2036		12/22 AP		05/17/22	0000000	FAIRHURST, MARK	351.97			05/31/22
BOCH PANEL SET, PRY BARS AND ADAPTER SET										
ACCOUNT TOTAL							1,021.69	.00	1,021.69	

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
2050		12/22 AP		05/13/22	0000000	CEDAR VALLEY AUTO GLASS INC.	44.00		05/31/22	
						SIDE MIRROR REPAIRS #2131				
2036		12/22 AP		05/05/22	0000000	LAWSON PRODUCTS, INC.	1,955.40		05/31/22	
						MISC SHOP SUPPLIES				
2050		12/22 AP		04/30/22	0000000	NAPA AUTO PARTS	27,265.45		05/31/22	
						PARTS & EXPENSES APR'22				
2050		12/22 AP		04/28/22	0000000	TOYNE, INC.	469.57		05/31/22	
						SEAT CUSHION FOR FD540				
2036		12/22 AP		04/22/22	0000000	FERGUSON ENTERPRISES, INC.	34.49		05/31/22	
						BALL REDUCER COUPLING				
1989		12/22 AP		04/11/22	0000000	SCOT'S SUPPLY CO., INC.	3.04		05/31/22	
						#344 SNAP RINGS				
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	38,226.96		05/31/22	
						PARTS & EXPENSES-DEC'21				
						ACCOUNT TOTAL	67,998.91	.00	67,998.91	
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE										
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	815.44		05/31/22	
						PARTS & EXPENSES-DEC'21				
						ACCOUNT TOTAL	815.44	.00	815.44	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
2011		12/22 AP		12/31/21	0000000	NAPA AUTO PARTS	238.71		05/31/22	
						PARTS & EXPENSES-DEC'21				
						ACCOUNT TOTAL	238.71	.00	238.71	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2050		12/22 AP		05/09/22	0000000	PRO-LINER	467.29		05/31/22	
						SPRAYED DEBRIS TANK TO PROTECT FROM RUST #2020				
2050		12/22 AP		05/05/22	0000000	RASMUSSEN CO., THE	412.50		05/31/22	
						#346 TOWED TO PW				
2050		12/22 AP		05/05/22	0000000	RASMUSSEN CO., THE	60.50		05/31/22	
						#2129 ROLLBACK TO PW				
2050		12/22 AP		05/03/22	0000000	D & D TIRE INC.	1,155.00		05/31/22	
						INSTALLED FOUR NEW TIRES #373				
2050		12/22 AP		04/29/22	0000000	TOYNE, INC.	473.07		05/31/22	
						VISTA SCREEN REPAIR #502 OFFICERS SIDE				
						ACCOUNT TOTAL	2,568.36	.00	2,568.36	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
2073		11/22 AP		01/21/22	0139321	STIVERS FORD, INC.		32,198.00	05/25/22	

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.93-01					EQUIPMENT / EQUIPMENT ACCOUNT CORRECTION				
					#AD04 2021 FORD F-150				continued
					ACCOUNT TOTAL	.00	32,198.00	32,198.00-	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
2050				12/22 AP 05/12/22 0000000	C & C WELDING & SANDBLASTING STREET TUBING FOR FLATBED	190.56			05/31/22
					INSTALL # 2123 AND 2142				
					ACCOUNT TOTAL	190.56	.00	190.56	
					FUND TOTAL	108,756.58	32,198.00	76,558.58	
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				
2067				12/22 AP 05/17/22 0000000	ALLIED GLASS PRODUCTS	423.89			05/31/22
					REC BROKEN WINDOW REPAIR 4/13/22				
2067				12/22 AP 05/17/22 0000000	SELECTIVE INSURANCE (FLOOD)	3,829.00			05/31/22
					FLOOD INS:219 E 15TH ST				
2067				12/22 AP 05/17/22 0000000	SELECTIVE INSURANCE (FLOOD)	2,160.00			05/31/22
					FLOOD INS:15TH & STATE ST				
2067				12/22 AP 05/17/22 0000000	ARTHUR J. GALLAGHER RISK MGMT	4,487.00			05/31/22
					21/22 CRIME RENEWAL 7/01/20-07/01/23 3 OF 3				
2008				12/22 AP 05/16/22 0000000	SIGNS BY TOMORROW	89.35			05/31/22
					DECALS-PD18 DOL 3/7/22				
2008				12/22 AP 05/05/22 0000000	RYDELL CHEVROLET, INC.	1,301.40			05/31/22
					DMG:PD18/DUMPSTER				
2008				12/22 AP 04/27/22 0000000	SELECTIVE INSURANCE (FLOOD)	4,090.00			05/31/22
					FLOOD INS:1500 BLUFF ST				
2008				12/22 AP 04/27/22 0000000	RYDELL CHEVROLET, INC.	2,160.57			05/31/22
					DMG:PD18 DOL 3/7/22				
					ACCOUNT TOTAL	18,541.21	.00	18,541.21	
					FUND TOTAL	18,541.21	.00	18,541.21	
FUND 724 TRUST & AGENCY									

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POST DT ----									
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	3,005,504.23	32,279.82	2,973,224.41