



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, OCTOBER 03, 2022
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of September 19, 2022.

Agenda Revisions

Special Presentations

2. Proclamation recognizing October 3-7, 2022 as Leader in Me Week.
3. Proclamation recognizing October 9-15, 2022 as Fire Prevention Week.

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

Staff Updates

Old Business

4. Pass Ordinance #3016, amending Chapter 2, Administration, of the Code of Ordinances relative to adoption of revised City Council Meeting Procedures, upon its third & final consideration.
5. Pass Ordinance #3017, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Utility Parkway, upon its third & final consideration.

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

6. Receive and file the City Council Standing Committee minutes of September 19, 2022 relative to the following items:
 - a) Zoning Amendments Voting Threshold.
 - b) Downtown Public Restroom Study.
7. Receive and file Departmental Monthly Reports of August 2022.
8. Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Assistant Public Safety Director/Police Chief.
9. Approve the application of J & M Displays, Inc. (Holiday Hoopla) for a fireworks display permit for November 25, 2022.
10. Approve the following applications for beer permits and liquor licenses:
 - a) Blue Room, 201 Main Street, Class C liquor - renewal.

- b) Lark Brewing, 6301 University Avenue, Class C liquor, Special Class A beer & outdoor service – renewal.
- c) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- d) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
- e) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- f) Casey's General Store, 601 Main Street, Class E liquor – change in ownership.
- g) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (October 1 - November 30, 2022)

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

- [11.](#) Resolution approving and authorizing execution of a contract with the Governor's Traffic Safety Bureau (GTSB) relative to funding for traffic enforcement and training.
- [12.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of 18th Street, Waterloo Road and University Avenue.
- [13.](#) Resolution approving and authorizing execution of a Preconstruction Agreement for Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 58 & Ridgeway Avenue Reconstruction Project.
- [14.](#) Resolution approving and adopting payment standards for the Housing Choice Voucher Program relative to the Section-8 Housing Program.
- [15.](#) Resolution setting October 17, 2022 as the date of public hearing to consider proposed amendments to Section 18-23(5) and Section 26-4(c) of the Code of Ordinances relative to voting threshold required to override Planning and Zoning Commission.

Ordinances

- [16.](#) Pass an ordinance amending Chapter 24, Utilities, of the Code of Ordinances relative to establishing the 27th Street Sanitary Sewer Extension District, upon its first consideration.

Allow Bills and Claims

- [17.](#) Allow Bills and Claims for October 3, 2022.

Council Referrals

Council Updates and Announcements

Adjournment

**COMMUNITY CENTER
CEDAR FALLS, IOWA, SEPTEMBER 19, 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, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. University of Northern Iowa student Lyndsey Hubbell led the Pledge of Allegiance.
- 53968 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of September 6, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53969 - Mayor Green read the following proclamations:
- Proclamation recognizing October 2022 as Breast Cancer Awareness Month. Fire Chief Bostwick provided a brief summary of the Pink Patch Project fundraiser benefitting the Beyond Pink Team.
- Proclamation recognizing October 3-8, 2022 as Earth Science Week. BMC Aggregates Geologist Sherm Lundy and University of Northern Iowa students Laura Speese and Lyndsey Hubbell commented and provided details on "Sunday at the Quarry" in Raymond Iowa on October 2 from 10AM - 4PM.
- 53970 - Public Safety Director Berte responded to Mike Dufel, 5326 Fjord Drive, regarding the Orchard Hill Drive fire. Mr. Dufel also requested a third-party audit of the Public Safety Program.
- Whitney Smith, 2207 Hawthorne Drive, also commented on the Orchard Hill Drive fire and requested a third-party audit.
- 53971 - Councilmember Ganfield and Mayor Green commented on a social media post regarding a recent vehicle accident and determined that the information in the post was inaccurate and that Public Safety Officers on the scene did a fine job.
- 53972 - Mayor Green announced that this was the time and place for a hearing on a complaint issued to Zainab LLC, d/b/a Up in Smoke, 2218 College Street, for a second tobacco violation. Assistant City Attorney Anderson provided background for the tobacco complaint. There being no one present wishing to speak on behalf of Zainab LLC, d/b/a Up in Smoke, the Mayor declared the hearing closed and passed to the next order of business.
- It was moved by deBuhr and seconded by Harding to approve and authorize execution of an Order Assessing Penalty relative to a Second Tobacco Violation regarding Up in Smoke, 2218 College Street. Following questions and comments by Councilmembers Ganfield and Kruse, and responses by Assistant City Attorney Anderson, the motion carried unanimously.

53973 - It was moved by Kruse and seconded by Ganfield that Ordinance #3016, amending Chapter 2, Administration, of the Code of Ordinances relative to adoption of revised City Council Meeting Procedures, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

53974 - It was moved by Harding and seconded by Kruse that Ordinance #3017, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Utility Parkway, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

53975 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Beverly Michael as a member of the Health Trust Board.

Approve the following applications for beer permits and liquor licenses:

- a) Murphy USA, 518 Brandilynn Boulevard, Class C beer & Class B wine-renewal.
- b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
- c) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service - renewal.
- d) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C liquor & outdoor service – renewal.
- e) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.
- f) Fast Track Racing, 200 block West 2nd Street, Class B beer & outdoor service – change in ownership.

Motion carried unanimously.

53976 - It was moved by deBuhr and seconded by Harding to receive and file the City Council Standing Committee minutes of September 6, 2022 relative to the following items:

- a) Hearst 2.0.
- b) Destination Iowa Grant Update.
- c) Orchard Hill Drive Fire Response.

Following comments by Mayor Green, the motion carried unanimously.

53977 - It was moved by Harding and seconded by Ganfield to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Donna Mallin, Human Rights Commission, term ending 07/01/2023.
- b) Julie Kliegl, Human Rights Commission, term ending 07/01/2023.

- c) Robert Wright, Human Rights Commission, term ending 07/01/2024.
- d) Anne Bonsall Hoekstra, Art & Culture Board, term ending 07/01/2026.
- e) Toni Wilson Wood, Art & Culture Board, term ending 07/01/2026.
- f) Brooke Croshier-Sidebotham, Visitors & Tourism Board, term ending 07/01/2025.
- g) Amy Dutton, Visitors & Tourism Board, term ending 07/01/2025.
- h) Doug Johnson, Visitors & Tourism Board, term ending 07/01/2025.
- i) James Langel, Parks & Recreation Commission, term ending 06/30/2025.

Following comments and questions by Councilmember Kruse, and responses by Mayor Green, the motion carried unanimously.

53978 - It was moved by Ganfield and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,917, approving the recommendation for the reappointment of the Acting Police Chief.

Resolution #22,918, approving and authorizing execution of an Agreement for Animal Services with the Cedar Bend Humane Society for October 1, 2022-June 30, 2027.

Resolution #22,919, approving an Application for Tax Abatement under the College Hill Urban Revitalization Plan for residential building improvements located at 1803 College Street.

Resolution #22,920, approving an Application for Tax Abatement under the College Hill Urban Revitalization Plan for residential building improvements located at 1809 College Street.

Resolution #22,921, approving and authorizing execution of a Service/Product Agreement with Ostby Dance relative to providing Ballroom Dance classes.

Resolution #22,922, approving and authorizing submission of an Iowa Tourism Grant application for Cedar Falls Pocket Guides and Information Kiosks.

Resolution #22,923, approving and authorizing submission of a Destination Iowa grant application and designating the Mayor as the official representative of the City relative to the Cedar Valley River Experience Project.

Resolution #22,924, granting the Iowa Economic Development certain financial assurances for the Cedar Falls match portion of the Destination Iowa Grant request relative to the Cedar Valley River Experience Project.

Resolution #22,925, approving and accepting the contract and bond of Iowa Flatworks, Inc. for the 2022 Sidewalk Assessment Project – Zone 5.

Resolution #22,926, approving the Certificate of Completion and accepting the work of Pirc-Tobin Construction, Inc. for the West 27th Street Sanitary Sewer Extension Project.

Following due consideration by the Council, the Mayor put the question on the

motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,917 through #22,926 duly passed and adopted.

- 53979 - It was moved by Harding and seconded by Dunn that a resolution approving and authorizing submission of a Railroad Crossing Elimination (RCE) Grant application to the Federal Railroad Administration; and approving and authorizing the local match relative to abandoning and removing the Cedar Falls Rail Spur, be adopted. Following questions and comments by Councilmembers Sires, deBuhr, Schultz, Kruse, Mayor Green, and Duane Hamilton, 1911 Victory Drive, and responses by Cedar Falls Utilities General Manager Steve Bernard, City Administrator Gaines and Iowa Northern Railway Company General Manager Bill Magee, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Dunn. Nay: Schultz, deBuhr, Ganfield, Dunn. Motion failed.
- 53980 - It was moved by Kruse and seconded by Harding that the bills and claims of September 19, 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, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 53981 - Mayor Green responded to a comment by Councilmember Kruse regarding changing the order of Council Referrals and Council Updates and Announcements.
- 53982 - It was moved by Ganfield and seconded by Harding to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property; and for discussion of the City Administrator's performance 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 8:00 P.M.

Mayor Green reconvened the Council meeting at 8:52 P.M.

- 53983 - It was moved by Ganfield and seconded by Harding that the meeting be adjourned at 8:53 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



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



LEADER IN ME WEEK

OCTOBER 3-7, 2022

WHEREAS, Leader Valley is a not-for-profit initiative designed to help Cedar Valley students and residents develop the three “C’s” of leadership – Character, Competence, and Contribution; and

WHEREAS, Leader Valley’s *Leader in Me* program equips educators to be leaders and foster leadership among students; helps students develop essential soft skills they will need for a lifetime of effectiveness; workforce; develops the talent that our local businesses need to remain viable; and transforms school cultures with an emphasis on leadership development; and

WHEREAS, during the current school year, Leader Valley will partner with more than 1,400 educators to reach over 11,800 students in 26 Cedar Valley public and private schools in this outstanding leadership development initiative; and

WHEREAS, during the first full week of October, students, families, educators, businesses, and community members are celebrating the impact of the *Leader In Me* program across the Cedar Valley; and

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim October 3-7, 2022 as **Leader in Me Week** throughout the city, and I encourage Cedar Falls residents, businesses and organizations to join me in actively supporting the efforts of Leader Valley to develop the next generation of business and community leaders through the *Leader in Me* program; and I further encourage residents to seek opportunities to participate in this important collaboration for the future economic and civic vitality of our community.

Signed this 28th day of September, 2022.

Mayor Robert M. Green





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



FIRE PREVENTION WEEK

OCTOBER 9-15, 2022

WHEREAS, structure fires are a serious public safety concern across the nation, because homes are the locations where people are at greatest risk from fire; and

WHEREAS, the National Fire Protection Association® has determined that 356,500 home fires caused 2,580 civilian deaths in 2020 alone; and

WHEREAS, smoke alarms provide warning to residents well before our own senses can, particularly when sleeping, and this warning is essential when the time available to escape may be as little as two minutes; and

WHEREAS, Cedar Falls residents who have planned and practiced a home fire escape plan are more prepared and will be more likely to survive a fire; and

WHEREAS, it is vital that smoke and carbon monoxide alarms meet the needs of *all* family members, including those with sensory or physical disabilities; and

WHEREAS, the Fire Prevention Week™ theme for 2022, "*Fire won't wait. Plan your escape.™*" is designed to encourage residents to take personal steps to increase their safety from fire, especially in their homes;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim October 9-15, 2022 as **Fire Prevention Week** throughout the city, and I urge all residents to ensure everyone in their home can recognize smoke and carbon monoxide alarms and can prevent, respond to, and escape from a home fire; and I further encourage all residents to continually practice the fire prevention measures being broadcast by Cedar Falls Fire Rescue and other agencies during this week-long safety campaign.



Signed this 12th day of September, 2022.

Mayor Robert M. Green



MAYOR ROBERT M. GREEN

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

Item 4.

MEMORANDUM

Office of the Mayor

Zornow

FROM: Mayor Robert M. Green
TO: City Council
DATE: August 31, 2022
SUBJECT: **Change Proposal for the City Code Regarding Council Meetings**
REF: (a) CFD 1121.22: Council Meeting Procedures

1. **Summary.** Given the recent update to reference (a), I respectfully request five updates to the City Code to remove unnecessary duplication and clarify the code. The below changes would not modify any existing processes or authorities. I have obtained legal counsel from the City Attorney; he has expressed no concerns to me regarding the below changes.
2. **Requested Changes.**
 - **Change 1: Delete the existing Section 2-46 regarding meeting quorums:** This statement is an unnecessary replication of Rule 2.3 in reference (a).
 - **Change 2: Add a new Section 2-46 regarding council meeting procedures:** This new language specifies that the city council shall establish and maintain council meeting procedures. In change #3 below, I request to remove the list of specific standing committees from the City Code and to instead permanently maintain them in the Council Meeting Procedures. In order to cite that document, I believe it is proper and logical to establish that document here in the City Code first.
 - **Change 3: Remove the list of specific standing committees from Sec 2-68(b):** This list is already maintained in the Council Meeting Procedures, so should be removed from the City Code. Duplication causes confusion during times when the City Code and Council Meeting Procedures do not match, and this change will eliminate the problem.
 - **Change 4: Delete Sec 2-70 to 2-72 regarding committee processes:** These sections describe information provided to committees, committee reporting, and discharge of special committees already exist in reference (a).
 - **Change 5: Delete Sec 2-103 to 2-130 regarding parliamentary rules:** These rules are already contained in the Council Meeting Procedures, and provide no added value here. No similar language exists in the 30+ other Iowa municipal codes I have reviewed.
2. Thank you for your consideration of these housekeeping changes, in the interest of continuous improvement of local government. Please contact me with any questions.

Encl: (1) Proposed changes to City Code of Ordinances

###

ORDINANCE NO. _____

AN ORDINANCE **(1)** REPEALING SECTION 2-46, QUORUM, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-46, ESTABLISHMENT OF COUNCIL MEETING PROCEDURES; **(2)** REPEALING DIVISION 2, COMMITTEES, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW DIVISION 2, COMMITTEES, CONSISTING OF SECTION 2-68, APPOINTMENT; STANDING COMMITTEES, AND SECTION 2-69, NUMBER OF MEMBERS; AND **(3)** REPEALING DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE COUNCIL PROCEDURES FROM THE CODE OF ORDINANCES.

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

Section 1. Section 2-46, Quorum, of Division 1, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-46, Establishment of Meeting Procedures, is enacted in lieu thereof, as follows:

Sec. 2-46. – Quorum.

~~A majority of the whole number of members of the council shall be necessary to constitute a quorum. Less than a quorum may adjourn from time to time.~~

~~(Code 2017, § 2-42)~~

Sec. 2-46. – Establishment of council meeting procedures,

~~The Cedar Falls city council shall establish for itself, and update from time to time, rules for the conduct of its regular meetings, committee meetings, and work sessions. These council meeting procedures shall include parliamentary guidance particular to the needs of the council.~~

Section 2. Division 2, Committees, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 2, Committees, is enacted in lieu thereof, as follows:

DIVISION 2. - COMMITTEES

Sec. 2-68. - Appointment; standing committees.

(a) ~~Any~~ standing committees of the council shall be appointed by the mayor, and ~~any~~ special committees shall be appointed by the mayor unless specifically directed by the council. ~~All~~ ~~S~~standing committees of the council shall be appointed by the mayor annually at

the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chairperson of such committee.

~~(b) Standing committees of the council may be established within the council meeting procedures provided for in Section 2-46.~~

~~The following shall be the standing committees:~~

~~(1) Administration.~~

~~(2) Public works.~~

~~(3) Community relations and planning.~~

~~(Code 2017, § 2-61)~~

~~**Sec. 2-69. -- Number of members.**~~

~~(a) The standing committees of the council shall consist of seven members each.~~

~~(b) All special committees of the council shall consist of five members each, unless some other number is specified by the resolution which appoints such special committee.~~

~~(Code 2017, § 2-62; Ord. No. 2605, § 1, 10-23-2006)~~

~~**Sec. 2-70. -- Distribution of information when matter referred to committee.**~~

~~The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the referral to a committee of the council has been made.~~

~~(Code 2017, § 2-63)~~

~~**Sec. 2-71. -- Reports.**~~

~~Standing and special committees of the council to whom references are made, in all cases, shall report in writing the state of facts, with their opinion, which opinion shall be summed up in the form of an order, resolution or recommendation, unless otherwise ordered by the council.~~

~~(Code 2017, § 2-64)~~

~~**Sec. 2-72. -- Discharge of special committees.**~~

~~On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered.~~

~~(Code 2017, § 2-65)~~

Secs. 2-~~737069~~—2-102. - Reserved.

Section 3. Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 3016

AN ORDINANCE **(1)** REPEALING SECTION 2-46, QUORUM, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-46, ESTABLISHMENT OF COUNCIL MEETING PROCEDURES; **(2)** REPEALING DIVISION 2, COMMITTEES, OF ARTICLE II, CITY COUNCIL, AND ENACTING IN LIEU THEREOF A NEW DIVISION 2, COMMITTEES, CONSISTING OF SECTION 2-68, APPOINTMENT; STANDING COMMITTEES, AND SECTION 2-69, NUMBER OF MEMBERS; AND **(3)** REPEALING DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE COUNCIL PROCEDURES FROM THE CODE OF ORDINANCES.

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

Section 1. Section 2-46, Quorum, of Division 1, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-46, Establishment of Meeting Procedures, is enacted in lieu thereof, as follows:

Sec. 2-46. – Establishment of council meeting procedures.

The Cedar Falls city council shall establish for itself, and update from time to time, rules for the conduct of its regular meetings, committee meetings, and work sessions. These council meeting procedures shall include parliamentary guidance particular to the needs of the council.

Section 2. Division 2, Committees, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 2, Committees, is enacted in lieu thereof, as follows:

DIVISION 2. - COMMITTEES

Sec. 2-68. - Appointment; standing committees.

(a) Any standing committees of the council shall be appointed by the mayor, and any special committees shall be appointed by the mayor unless specifically directed by the council. Standing committees of the council shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chairperson of such committee.

(b) Standing committees of the council may be established within the council meeting procedures provided for in Section 2-46.

Secs. 2-69—2-102. - Reserved.

Section 3. Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

INTRODUCED: _____ September 6, 2022 _____

PASSED 1st CONSIDERATION: _____ September 6, 2022 _____

PASSED 2nd CONSIDERATION: _____ September 19, 2022 _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

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: David Wicke, PE, City Engineer

DATE: September 6, 2022

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

The no parking ordinance on Utility Parkway from Waterloo Road to Irving Street currently exists on the northerly and westerly side of the street. Cedar Falls Utilities (CFU) has requested that the east and south side of the street within these same limits also be considered for no parking. Parking is currently allowed on the east and south side of Utility Parkway. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts onto and from Waterloo Road, 12th Street and Irving Street.

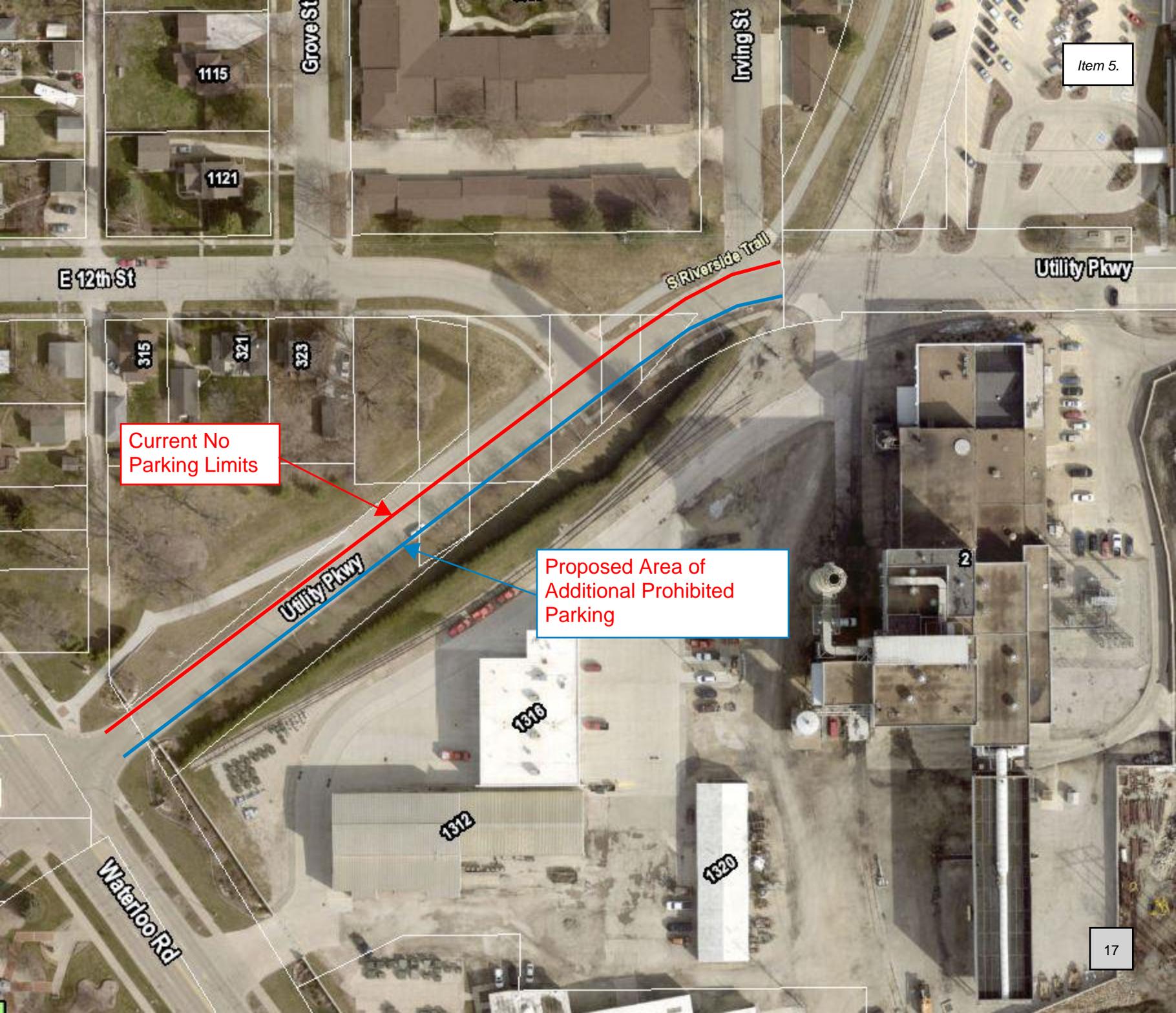
The Engineering Division is recommending that the current parking that exists on the east south side of Utility Parkway from Waterloo Road to Irving Street be restricted and designated as permanently prohibited parking. This will make the street safer with regards to traffic activities and vehicular movements within the corridor from Waterloo Road to Irving Street.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along Utility Parkway. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to prohibit on-street parking. This area is shown on the attached exhibit.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works



Item 5.

Current No Parking Limits

Proposed Area of Additional Prohibited Parking



July 29, 2022

Mr. Ron Gaines, City Administrator
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

RE: Utility Parkway – request for No Parking Ordinance

Dear Ron:

On July 28, 2022, we discussed CFU's concerns with traffic activity along Utility Parkway with you and Chase Schrage.

Specifically, we respectfully request the City Council consider a change its street parking ordinance, specifically City Code §23-374, so that parking would be prohibited on both sides of Utility Parkway. Currently, the ordinance prohibits parking on the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park. We would appreciate the prohibition of parking on the east side of Utility Parkway from the east curb line of Waterloo Road northerly and easterly to the east curb line of Irving Street. I have spoken with Western Home leadership (a neighboring employer), and they have no objections to this request.



Thank you for your assistance, as well as the Council's consideration.

Sincerely,

Steven Bernard

Steven E. Bernard
 General Manager/CEO

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
Utility Parkway	<i>On both sides of the street from Waterloo Road to Irving Street.</i>

(Ord. No. 2945, § 2, 6-17-2019)

ORDINANCE NO. 3017

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE SUBSECTION PROHIBITING PARKING ON PORTIONS OF UTILITY PARKWAY, AND ENACTING A NEW SUBSECTION PROHIBITING PARKING ON ALL OF UTILITY PARKWAY.

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

Section 1. The unnumbered subsection prohibiting parking on portions of Utility Parkway contained in Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby stricken in its entirety and a new unnumbered subsection prohibiting parking on both sides of Utility Parkway contained in Section 23-374 is enacted, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Utility Parkway	<i>On both sides of the street from Waterloo Road to Irving Street.</i>

INTRODUCED: _____ September 6, 2022 _____

PASSED 1st CONSIDERATION: _____ September 6, 2022 _____

PASSED 2nd CONSIDERATION: _____ September 19, 2022 _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

Community Center
September 19, 2022

Item 6.

The meeting of Standing Committees met at the Community Center at 5:50 p.m. on September 19, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Simon Harding, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Community Development Committee:

Chair Harding called the meeting to order and introduced the first item on the Community Development Committee, Zoning Amendments Voting Threshold and introduced Stephanie Houk Sheetz, Community Development Director. Director Sheetz stated, August 15, 2022 Council referred this item to the Community Development Committee, for consideration of removing 2/3 vote required to overrule Planning & Zoning Commission, referencing Code Sections 26-4(c) and 18-23(5). Director Sheetz gave an overview of the current ordinance, history, research of seven communities, legal opinion, and options for Council consideration. Councilmembers discussed pros and cons of 2/3 vs. 3/4, if there should be a different threshold based on the type of zoning amendments (text/map), and an option for a joint meeting with Planning & Zoning Commission and City Councilmembers when P&Z recommends denial of a comprehensive plan (18-23(5)) or zoning amendment (26-4(c)). Chair Harding opened the meeting for public comments. It was moved by Kruse and seconded by Ganfield to direct staff to draft an ordinance amending the Code of Ordinance to a simple majority in both Sections 26-4(c) and 18-23(5). Jim Brown, Executive Director, Cedar Falls Economic Development Corporation expressed concerns with removing the super majority requirement. The motion was put to vote. Aye: Schultz, deBuhr, Kruse, Ganfield, and Sires; Nay: Dunn and Harding. Motion carried.

Chair Harding introduced the second item on the Community Development Committee, Downtown Public Restroom Study and introduced Stephanie Houk Sheetz, Community Development Director. Director Sheetz stated, July 18, 2022, Council referred this item to the Community Development Committee to determine if a public restroom study downtown is warranted. Director Sheetz gave an overview of the public restrooms in the downtown vicinity, public event restroom requirements, and building code requirements on restrooms. Councilmembers discussed the building code requirements, signage, QR code, restroom partnership, and ADA accessibility. Following comments by Directory Sheetz, it was moved by Kruse and seconded by Dunn to direct staff to bring creative options to the Committee, that included signage for restrooms, QR code with restroom locations, and restroom locations provided in the Cedar Falls app. Following comments by Councilmembers, it was moved by Ganfield and seconded by Kruse to amend the motion to direct staff to develop and implement signage for restrooms, QR code with restroom locations, provide restroom locations in the Cedar Falls app, and review ADA compliance. Following comments by Councilmembers, and responses by City Attorney Rogers and City Administrator Gaines, the motion to amend carried unanimously. Chair Harding opened the meeting for public comments. Rosemary Beach, 5018 Sage Road, expressed concerns on available restrooms and requested them to be handicap accessible. Chair Harding then put the question on the original motion, as amended, and was put to vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: none. Motion carried.

Meeting adjourned at 6:52 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

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: September 26, 2022
SUBJECT: Departmental Monthly Reports Submission – August 2022

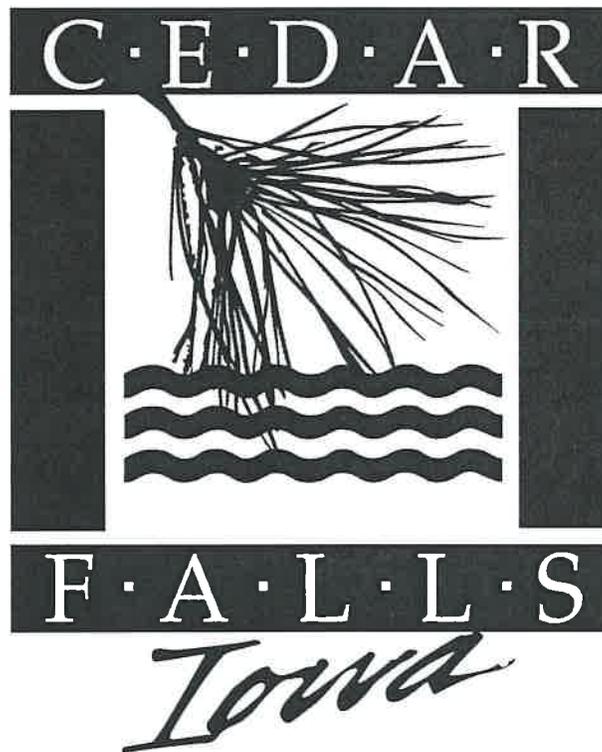
Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

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

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



August 2022

AUGUST 2022 MONTHLY REPORTS
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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
August 2022**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$105,086,370 invested in CD's and \$3,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	3	\$11,860,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$4,000,000.00
CD/Investment Interest		\$65,748.76

FY22 Audit

The auditors will be here the week of September 26th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

Cedar Falls Health Trust Fund Board

Cedar Falls Health Trust Fund Board met on August 11th. At that meeting it was determined that interest earned on the investments was not enough to cover the cost of inflation and therefore the Board voted not to distribute funds for this year.

Miscellaneous Financial Activities

For August, 68 payroll checks and 807 direct deposits were processed. Accounts receivable were processed and 120 invoices were mailed out to customers. 1,446 transactions for accounts payable were processed and approved by the City Council for payment and 511 checks were mailed out to vendors.

HUMAN RESOURCES August 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held August 3rd and 17th
- Reviewed six contracts/agreements for required insurance
- Review and follow-up of eleven public event permits
- Preparations for the employee climate survey that launched August 29th
- Participated in vendor demonstrations for potential financial and human resources systems
- Recruitment/Employment tasks related to:
 - FT positions: Ass't Director of Public Safety/Police Chief, Building Inspector (Residential), Community Services Coordinator, Cultural Programs Supervisor, Diversity, Equity & Inclusion Specialist, Engineering Technician I and II, Horticulturist, Information Systems Technician I, Land Surveyor, Reference Librarian, Maintenance Worker, Principal Engineer, Public Safety Officer, and Public Works & Parks Supervisor
 - PT positions: Administrative Assistant, Community Service Officer, Financial Clerk, Hearst Lab Technician, Laborer, Library Assistants (Circulation, Reference & Teen), Library Intern, Maintenance Worker, and Office Assistant (V&T)
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Recreation Front Desk, Recreation Programming, Hearst Youth Instructor, Seasonal Laborers, and contracted Custodians)

BENEFITS & COMPENSATION

- FY22 health fund information was forwarded to the City's benefit consultant, Holmes Murphy & Associates to assist with the September financial audit and State of Iowa 509A and GASB 75 reporting requirements. The 509A actuarial certification, IBNR calculations, and GASB 75 reports were received from Holmes Murphy during August.
- Required information related to health and Rx insurance was sent to Express Scripts to comply with Consolidated Appropriations Act

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the August 17th meeting was completed
- Ass't Public Safety Director/Police Chief candidates were approved to test, and the testing instrument was forwarded to complete and return for scoring
- The testing process, candidate selection rubric, questionnaire, and rating forms for Horticulturist was forwarded to Carlson Dettmann for review and final versions were approved by the Civil Service Commission
- Testing-related communication was completed, and certified list was approved for Building Inspector
- Staff discussed revisions to the Cedar Falls Local Rules & Regulations with the Commission and a final draft is expected to be approved by commissioners in September

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the second round of HRC new-applicant interviews held on August 9th were completed
- Preparations for the recommendation and appointment of two new HRC members approved by council on August 15th were completed
- Assisted HRC with preparation of materials and planning for participation in the August 27th Pridefest event

**Finance and Business Operations
Information Systems Division
Monthly Report August 2022**

Summary of projects, training and staff activities

- Central Square CJIS Software Implementation
 - Central Square law mobile software was installed on 3 PCs in the Police Department, for testing purposes. A group policy object was also created to add the RMS module to all end user desktops.
- Firehouse migration into ESO
 - An internal staff ESO meeting was conducted to discuss software permissions, grids, NFIRS codes, etc.
 - ESO employees were assisted with getting our Firehouse data, from SQL, in order to migrate this into our new web-based system.
- O365 Migration
 - Migration was complete on August 31, 2022
 - Uninstalled Office 2010 software from user's workstations
 - Installed O365 on user's workstations and assigned licenses according to departments/divisions
 - Tested and created documentation for using webmail
 - Installed email and authenticator apps on users' phones that requested
 - Attended an inspector meeting to go over the O365 web and OneDrive
- City Hall Remodel
 - Met with building official to discuss technology needs for conference rooms and offices.
 - Met to discuss user workstation placement

Software Purchase/Installation/Upgrade Activities

- 86 software installations for 13 different departments
- Installed 33 new software for 10 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 24 new pieces of equipment purchased for 7 different department and inventory.
- 12 new equipment installations for 4 different departments.

Problem Resolution Activities & Assistance Activities

- 58 problem resolution or assistant activities took place for 11 different departments

Graphic Design Activities

- **Hearst Center:** exhibition postcard/vinyl, event posters, button
- **Tourism:** miscellaneous material updates, Fall ads,
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, website redesign assignments, PSO recruitment brochure, Currents, UNI safety sheet and graphics, mobile and website graphics, HRC walking tour materials and promo, Fire doorhanger, City Hall mural, Wellness poster, Covid tree updates, National Prep month graphics, Challenge coin graphic, city seal logo

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 6 public meetings and produced 3 Cedar Falls High School sports productions. We also produced 7 promos for the Panther Sport Network Football games.
- Regular productions included:
 - Aired 2 new Panther Sports Talk show.
 - Aired 1 new show for The Heartland (University of Iowa show)
 - Produced 2 new City News show
 - Continued 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
- Facility Upgrades
 - Continued moving equipment out of existing areas in anticipation of City Hall remodel in Cable TV; all Cable TV staff now located at North Cedar Fire Station unused dorms during City Hall remodel.
 - Continued planning for improvements in re-wiring of city council chambers and Channel 15 studio.
 - Installed new video switcher at City Hall control room for studio, city council chambers and Overman Park productions.
- Drone Shoots
 - Center Street Streetscape construction
 - Technology Parkway Expansion
 - Cedar Falls High School New Construction
 - Downtown Cedar Falls
 - South Main & Greenhill Roundabout Construction
 - Birdsall Park Parking lot
 - Orchard Park Pickleball Courts

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Assisted with 3 training sessions in preparation for dispatch go-live
 - Met with county and vendor staff to verify all e911 boundary layers
 - Finalized updating pavement layer for entire city
 - Created a new web app for public art
 - Reviewed multiple rental records in lama
 - Reviewed parking counts from July with admin staff
 - Evaluated 2 software vendor products
- Completed 3 web and database projects 2 for different departments
- Completed 4 different data requests for 4 different entities.
- Provided 8 maps for 5 different departments.
- Created 47 new addresses.
- Completed 5 different data requests for 3 different entities.

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

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 150 (this number includes both City and State tickets)

Cases Set: 3 (Traffic) 2 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting and advice on 10 agreements
- Attention to several public records requests
- Work on Recording of West Viking Road Phase V Final plat
- Advise on approval procedures for City policies
- Advise on dangerous animal cases

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

Public Records Activity

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

Responded to eleven (11) requests for public records.

Licenses / Permits Processed & Issued

- 72 Pet licenses
- 11 Paw Park permits
- 1 Poultry license
- 8 Public Event permits
- 1 Mobile Merchant permits
- 0 Tree Trimmer License
- 14 Cemetery Interment Rights
- 16 Liquor licenses and beer/wine permits

Attended an electronic signature demonstration to gather information about the preparation and process involved.

Hired two part-time administrative assistants to fill vacant positions.

The unemployment rates for the month of July 2022 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.5% in Iowa, and 3.8% in the U.S.

Parking Activity

Presented information and answered questions during a Council Committee meeting relative to a potential public parking structure in the Downtown area. Council directed staff to bring back options for a parking structure, including funding and consideration of returning to a paid parking system.

Enforcement

- 1,356 Parking citations issued.
- \$ 8,172.00 Citations paid.

Collection Efforts

\$ 2,855.00 Collections from delinquent parking accounts.
\$ 900.00 Vehicle immobilizations (18 vehicles).

Permits

\$ 2,645.00 Parking permits issued (63).

Meter Collections

\$ 1,344.41 Paid parking.

Paid parking returned to the College Hill municipal parking lots in August.

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

Library Activity

Usage Statistics	June 2022	July 2022	July 2021
Customer Count	16,450	15,499	12,727
Circulation	41,804	39,820	39,900
Event Attendance	4,085	3,727	3,341

Special events in August included the following:

- Storytime at the Cedar Valley Arboretum
- Storytime at Pride Fest
- Camp Half Blood Escape Room, based on the Percy Jackson series by Rick Riordan
- Art Step-by-Step program for children

Community Center Activity

Programs at the Community Center included a bus trip for seniors to the Iowa State Fair, cards, billiards, senior fitness classes, Tai Chi, and ceramics. Rentals in August included a stamp club and a band. City meetings were held at the Community Center during the City Hall remodeling project.

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

Total for Month
 Total for Fiscal Year
 Total Same Month - LAST YEAR
 Total for Fiscal Year - LAST YEAR

\$5,544,115.00
 \$9,386,363.00
 \$5,599,024.00
 \$11,387,656.00

Aug-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$1,625,806.00	\$12,750.65	9	0	\$2,108,724.00	\$16,633.45
Multi-Family New Construction								
Res Additions and Alterations	124	0	\$2,235,473.00	\$32,539.00	223	0	\$3,822,411.00	\$55,635.60
Res Garages	7	0	\$85,751.00	\$1,318.00	10	0	\$128,601.00	\$1,965.00
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	7	0	\$1,429,585.00	\$10,135.00	16	0	\$1,562,887.00	\$12,363.50
Commercial/Industrial Garages	1	0	\$17,500.00	\$342.00	2	0	\$67,500.00	\$1,003.00
Churches	1	0	\$150,000.00	\$1,329.75	2	0	\$196,240.00	\$1,959.75
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	5	0	\$0.00	\$7,098.00	14	0	\$0.00	\$14,919.00
Total	152	0	\$5,544,115.00	\$65,512.40	278	0	\$9,386,363.00	\$114,111.30

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

Aug-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	65	0	\$0.00	\$4,736.10	105	0	\$0.00	\$7,597.50
Mechanical	88	0	\$0.00	\$7,089.00	170	0	\$0.00	\$13,258.00
Plumbing	80	0	\$0.00	\$5,378.00	135	0	\$0.00	\$9,538.50
Refrigeration								
<i>Total</i>	233			\$17,203.10	410			\$30,394.00

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					1	0	\$0.00	\$150.00
Mechanical								
Plumbing								
Refrigeration								
<i>Total</i>	0			\$0.00	1			\$150.00
<i>Building Totals</i>	152	0	\$5,544,115.00	\$65,512.40	278	0	\$9,386,363.00	\$114,111.30
Grand Total	385	0	\$5,544,115.00	\$82,715.50	689	0	\$9,386,363.00	\$144,655.30

Item 7.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
August 2022**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on August 10 and August 24.

August 10, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
City Council petition	Zoning Text Amendment – P&Z review of certain site plans in the CD-DT (TA22-003)	Introduction and Discussion	Scheduled public hearing for August 24 th
August 24, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
City Council petition	Zoning Text Amendment – P&Z review of certain site plans in the CD-DT (TA22-003)	Make a recommendation to City Council	Disapproved
Aaron Carolan; Carolan Builders	College Hill Neighborhood Overlay Design Review – New duplex at 1224 W. 20 th Street (DR22-001)	Recommend Approval	Approved

Group Rental Committee – A meeting was held on August 16, 2022

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1105-07 Melrose	2	Bryce and Andrew Steiert	3 in 1105 2 in 1107	2 per unit	Recommends 2 per unit	
3915-17 S Lawn	2	Bryce and Andrew Steiert	3 per unit	3 per unit	Recommends 3 per unit	
216-218 Westgate	2	Bryce and Hanna Steiert	4 per unit	3 per unit	Recommends 3 per unit with Jamie's OK	
412 N Ellen	1	Bryce and Hanna Steiert	4		Need additional information waiting on applicant	
1319 W 5 th St	1	Bryce and Hanna Steiert	4		Need additional information waiting on applicant	

Board of Rental Housing Appeals – No meeting was held

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	8/2/22	Committee discussed the striping plan for Main and clarified plans on that. Engineering will give an update in September on design to accommodate some of the items on the Bike Plan that were not previously taken into account. A sub-committee is working to put together the effort and materials for our Bicycle Friendly Community Application (due in February). At Chase's direction, the Chair will coordinate/meet with Chase on the snow removal plan to figure next steps on that. Matt Tolan gave updates on the ongoing projects that the committee has been inquiring about.
College Hill Partnership	8/08/22	Approved donation to College Hill Farmer's Market and for UNI Welcome Week activities. President Crisman reported on hiring a new aesthetics caretaker, take-aways from the CMS survey and strategic planning with Main Street Iowa and any implications for College Hill. Noted that an article will be submitted for the Fall Currents to inform the community on events on the Hill.
Historic Preservation Commission	8/09/22	Commission discussed the specifics about the upcoming walking tour and prepared a contingency plan for a big crowd. City staff updated the commission regarding the potential CLG grant application for recon surveys for the Overman Park district, that the project is great, and it would certainly help identify historical sites. However, it would be best if commission works on this project for the next grant cycle, thereby taking more time to prepare for such a big project, plan the expenses in the budget for the project and volunteer hours necessary and have participation of entire commission on the project.
Housing Commission	NA	The Housing Commission did not meet in August.
Community Main Street Design Committee	NA	No regular meeting took place.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR AUGUST INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing information for Council for potential discussion at goal-setting.
- Continued working on updating the design and project bids for the Cedar River Recreation Project.
- Staff drafting application for a railroad crossing elimination grant through the Federal Rail Administration partnering with the Iowa Northern Railroad. 24 crossings in downtown Cedar Falls would be eliminated and streets and properties restored to achieve multiple benefits for the community as the rail spur is no longer being utilized by CFU.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Partnering with Cedar Falls Economic Development Corporation for a Housing Needs Assessment.
- Continuing work on Council referrals related to new downtown zoning.
- Attended the North Cedar Neighborhood Association meeting.
- With the Historic Preservation Commission organized and hosted a walking tour of historic homes in the "Lawn City Neighborhood." Over 100 people attended.

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Began drafting necessary legal documents as it pertains to a new project in the Cedar Falls Industrial Park.
- Continued working with Grow Cedar Valley on a new Livability Magazine annual publication for Cedar Falls and the Cedar Valley.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Completed yearly Economic Development Administration report for INRCOG as it relates to business expansions in Cedar Falls over the past 12 months.
- Met with Cedar Falls Utilities to discuss future industrial park projects to coordinate for utility services.
- Met with representatives from Main Street Ames to discuss and provide an overview of the City's partnership with Cedar Falls Main Street as it relates to downtown development.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan.

- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Request for Proposals notice was published to the paper, City’s website, and mailed to a list of local service agencies.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	569	Rent Subsidies (HAP payments)	\$95,536
New Applications Taken	28	Utility Payments	\$ 1,088
Units under Contract	190	Admin Fees	\$ 15,247
Initial Vouchers Issued	1		
Current Open Vouchers	4	Lease Up Goal	220
New Admissions	0		

Ongoing

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

ADD A DOLLAR REPORT

There were three applications received for utility assistance in August totaling \$1352.59. There was a balance of \$45,230.19 as of August 31, 2022

RECREATION & COMMUNITY PROGRAMS Monthly Report for August

Administrative:

- Fall programs began.
- Set a new record in our Flag Football participation.
- The Park and Rec Commission had its monthly meeting Public Works.
- Search Panel executed questionnaires and interviews for the open Park & Rec Commission seat.
- The entrance drive and parking lot at Birdsall Park was resurfaced.
- A total of three new Front Desk Staff employees started this month.
- Basketball courts in both gyms and racquetball courts were stripped and resealed with a protective wax.

Aquatics:

- The Falls Aquatic Center closed for the season on Sunday, August 14th due to low employee numbers. Initial numbers indicate that 84,832 people visited the Falls this summer.
- The annual doggie dip was another huge success this year with 459 dogs in attendance and around 1,200 people.
- The Falls Aquatic Center is being prepared for winter. All three pools have been drained and staff is working on getting water out of pipes.
- Winter season hours officially started Monday, August 22.

Participation	Indoors	2021	Falls	2021
Swim Passes Sold	28	26	0	1
Open Recreational Swimming/Lap Swimming	375	239	14,550	18,604
Aquatic Program Usage (swim lessons, lifeguarding, staff training)	0	0	989	1,714

Recreation Programs:

- Summer programs concluded and fall programs began.
- Record number for Flag Football adding over 40 kids.
- We had 133.3 usage hours for rentals, programs, and school ball field usage.

Program	2022 Participation	2021 Participation
Camp CF Orchard Hill	320	295
Camp CF Hansen	320	310
Camp CF Aldrich	330	315
Youth Flag Football 1 st & 2 nd	197	154
Youth Flag Football 3 rd & 4 th	209	226
Youth Flag Football 5 th & 6 th	157	131
Adult Bags League	40	80
Adult Men's League Softball	552	144
Adult Church League Softball	120	0

Fitness/Wellness:

- Our outdoor fitness classes have been a huge success. Now looking to keep the momentum as we transition back into gym as the weather starts to turn.
- Our indoor classes are still showing strong numbers.
- Hired a new personal trainer, that will also help with classes.

Fitness/ Wellness	2022 Participation	2021 Participation
Classes Offered	172	153
Fitness Class Attendance	1,663	1,382
Personal Training Sessions	80	78
Massages:	50	57
Child Care	43	0
Facility Rentals	1	1
Shelter Rentals	81	21
Beach House Rentals	9	

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | August 2022



- The Cultural Programs Supervisor position was offered and accepted by Cory Hurless. Her start date is September 27, 2022.
- A new exhibition, *Luminous Pinnacles*, opened August 4-October 9. This exhibition features works from the permanent collection focused on the late 1980s through the mid-1990s with many works by local artist Susan DeLoff.
- Staff assisted the Public Art Committee with the installation of Dream House on River Plaza Place and artist agreements for the mural project on the Main Street Bridge underpass.
- Coordinated with city graphic designer on projects: Fall brochure, Red Herring Theater poster, Thursday Reading series poster, and Currents.
- Created *Dream House* article for Currents. Coordinated with the artist, Sujim Lim and UNI Public Art Incubator for additional information.
- The Hearst programs staff hosted a variety of events in August:
 - Carter Guse (Aug 6)
 - Author Talk, Jeff Sears, new Hearst biography (Aug 7)
 - Final Thursday Reading Series (Aug 25)
 - Red Herring Theatre (Aug 30)
- The Hearst education staff hosted two summer camps August.
- The education team hosted art activities at Irish Fest, Pride Fest and Movies Under the Moon. Staff also did workshops/programs with North Star, Tri-County Head Start and the Cedar Falls Community Center.
- Two staff members attended the Iowa Arts Summit.
- The Art & Culture Board continued discussion to move Hearst expansion plans forward. A presentation to council is scheduled for September 6th.



Dream House (at River Place Plaza), Luminous Pinnacles exhibition

CEDAR FALLS CULTURAL PROGRAMS Continued
 Monthly Report | August 2022

	Last Month	This Month
Hearst Center Usage Statistics	July FY23	Aug FY23
In-Person and Virtual Attendance*	1527	1486
Public Programs Offered**	6	15
Exhibition walk-in Viewers	294	263
Classes/Workshops Offered***	11	11
Rentals/Birthday Parties	1/0	2/0
Volunteers/# of Hours	8/20.5	2/5
Facebook Views	47682	72264
Facebook Followers	2866	2880
Instagram Followers	1039	1054
Ads, videos, press releases, articles	3	1
Friends Members/new or renewed	303/3	307/3

*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

**CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report - August 2022**



MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted the USS Sullivan Reunion, Old Time Power Show, NANBF Midwest Muscle Fest and two other larger events for an estimated economic impact of over \$310,000 for August events that had bureau engagement.
- Staff secured three events for 2022-2023.
- Staff hosted two client site visits, sent three proposals for events in 2024 and generated four new leads.
- Promoted NANBF Midwest Muscle Fest on KWVL.

LEISURE

- Presented at the Association of Pedestrian & Bicycle Professionals 2022 Conference Twin Cities for the Rail-to-Trails Conservancy/GART.
- Invited to be interviewed on the podcast On First with Ashley Kruse and Brandon Garrett in September discussing the GART and Cedar Falls biking culture.
- Released Episode 1 of Cedar Falls Tourism Talk with Gallagher Bluedorn.
- Promoted Old Time Power Show, Beer Trail, Live to 9, UNI Students Return, Place to Play Park, and more.
- Prepared event listings and articles for Currents.
- Registered one trail event, notifying all jurisdictions.
- Restock travel information at Visitor Center and Behrens-Rapp Station.

COLLABORATION

- Launched Private Facebook Group for Partners/Planners.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.
- Attended CV Trails Partnership board meeting.

	August 2022	July 2022
Visitor Center Traffic	614	498
Website Traffic	6,341	7,998
CedarValley365.com Users	1,377	1,609
Facebook	9,608	9,815
Instagram	2,289	2,250
LinkedIn	452	442
Visitor Guide Distribution	2,063	1,140
Volunteer Hours	27	54



Deb Lewis presenting at Association of Pedestrian & Bicycle Professionals Conference

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - AUGUST 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-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Final Out Remains	-----	New Aldea/Fehr Graham
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Final Out Remains	-----	CGA
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. Sholf 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 Approved	-----	ISG

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

Item 7.

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Folh
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Contracts	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Final Out Remains	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Re-design	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Contracts	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Punch List Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Folh/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Construction Underway	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Active	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Active	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Final Out Remains	\$161,198	Boulder Contracting/Engineering Division/CFU

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - AUGUST 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
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	To Be Submitted	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Under Review
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Final Out
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Pending
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Active

Department of Public Works

Operations and Maintenance Division

Monthly Report for August 2022

Streets Section:

- Various asphalt and concrete repairs were performed throughout the month
- Street sweeping operations were conducted utilizing two sweepers
- Replaced curb, gutter and added ADA compliant ramp at 6th & State Streets
- Replaced several temporary utility pavement cuts
- Performed seal coat preparations
- Performed several sanitary and storm sewer related repairs.

Traffic Operations:

- 175 traffic control signs and labels were repaired or replaced
- Installed State Designated Water Trail signage. 76 signs total.
- Signal post/mast arm dampers were installed on traffic signals in high wind areas
- Completed crosswalk install at Union Rd & Fieldstone Blvd.

Fleet Maintenance:

- 1,185 transactions were recorded through the City's fuel dispensing sites
- Used 16,063 gallons of fuel (6,926 ethanol, 9,137 diesel)
- 132 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month

Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Refinished wood floors at the Recreation Center
- Completed carpet cleaning in public buildings

Parks:

- Removed 18 trees on city right of way that were dead or in decline
- Replaced mulch on play surfaces in several parks
- Removed stumps on City right of way
- Assisted with sculpture install at the Plaza
- Installed new park signs at Kwanis, Kuhn's and Orchard Hill Park
- Applied sealant preservative to the Freedom Rock

Cemetery:

- Performed Fourteen (14) interments – Three (3) Saturday services
- Four (4) space sold in Greenwood Cemetery, Sixteen(16) in Fairview Cemetery,

Refuse:

- 708 tons of residential solid waste was collected. Total of 753 three yard container dumps were recorded. Crews responded to 70 residential bulk item collections
- Crews collected 114 tons of yard waste from curbside cart collection
- The Transfer Station hauled 78 loads of solid waste to the Black Hawk County Landfill totaling 1,145 tons.
- A total of 128 tons of household recyclable material was collected for the month
- 64.5 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - AUGUST 2022

PLANT OPERATIONS

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

PROJECTS

A generator for emergency power was delivered in August. This is a large generator that can supply power to the largest pump stations that do not have a permanent generator in place. This brings our total portable generators to four. Five of our lift stations have in-place standby generators.

BIOSOLIDS

We were able to haul 320,000 gallons of liquid biosolids to local farm fields during August. Another 119,000 gallons were processed through our dewatering system for later application.

A total of 3.9 tons of sand and grit were hauled out of the plant to the landfill in August.

SEWER SYSTEM SERVICES

We received 504 sewer locate requests from the Iowa One Call system, 95 of which were pertinent and required markings by field staff.

We received one residential sewer problem call in August, no issue was found in the City main.

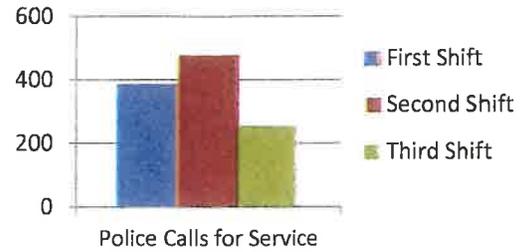
There were no after hour emergency calls for lift station issues.

We cleaned a total of 18,340 feet (3.4 miles) of sanitary sewer lines. This brings our total for the year to 18.1 miles. Our goal each year is to clean at least forty miles, fall is the most productive time of the year in this area so we should get close to this goal.

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

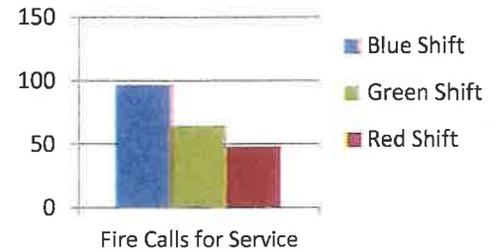
CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	388	479	256
Traffic Stops	37	157	286
Arrests	24	19	35
Accidents	37	42	5



CEDAR FALLS FIRE

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	97	65	48
Fire	3	7	1
Rescue/Medical	54	35	28
Service Call	6	6	4
Good Intent	11	3	6
False Alarm/Call	20	10	8
Hazardous Condition	3	3	1
Weather/Disaster	0	0	0
Other	0	1	0



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	110	128	102	103				
Group B Other Crimes	74	52	41	57	78	62	68	67				
Traffic Accidents	98	113	88	78	85	92	86	96				
Other Calls	1582	1213	1308	1378	1389	1382	1472	1387				
CFS Totals	1862	1478	1568	1638	1662	1664	1728	1653				

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	
CFS Totals	18,319	16,704	15,411	16,279	16,860	17,530	16,790	19,312	

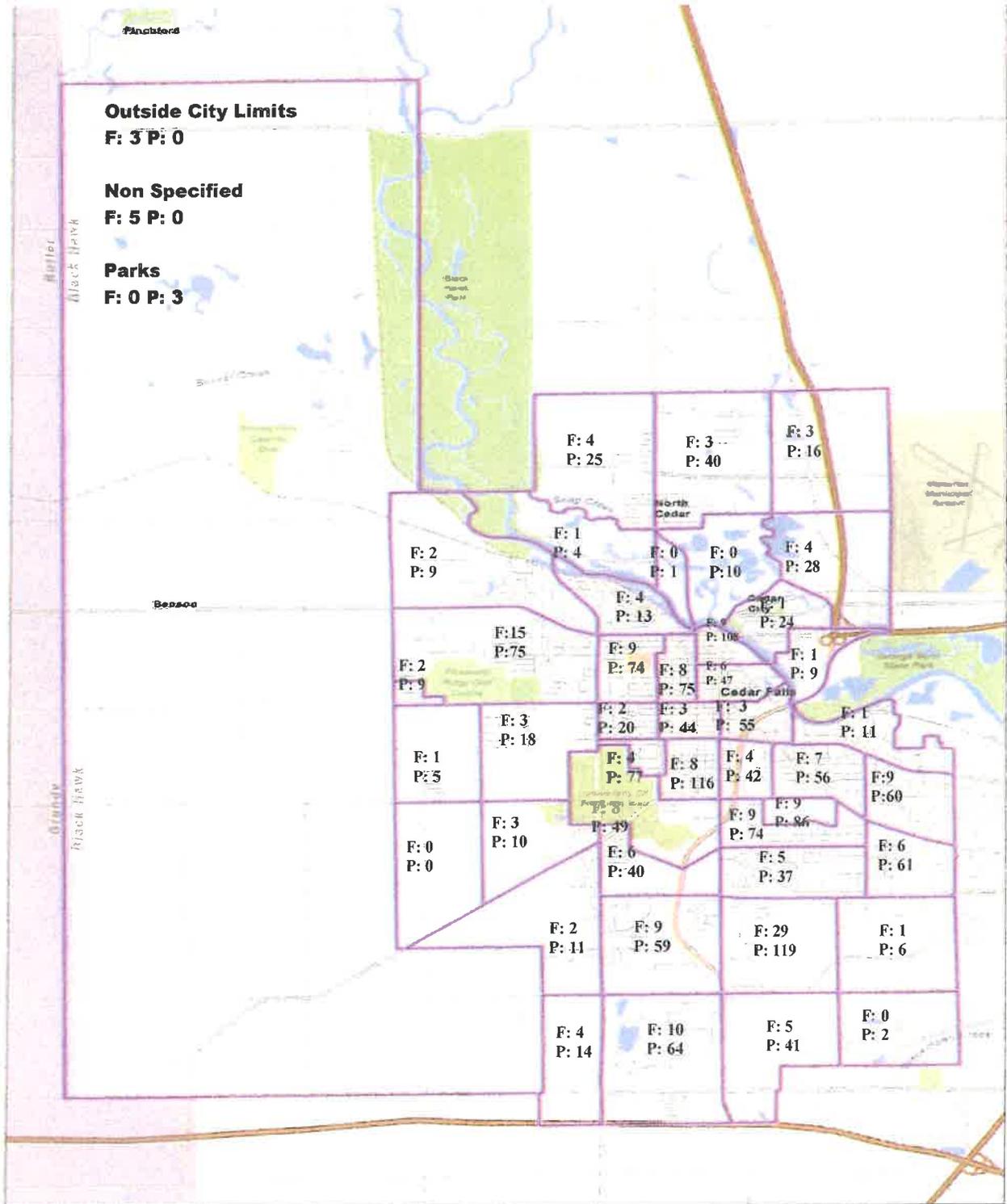
FIRE RESCUE CALLS FOR SERVICE

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	148	134	137	117				
Cancelled, False Alarms, Good Intent	41	38	56	34	36	52	57	58				
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29	28	34	35				
Totals	202	191	172	170	213	214	228	210				

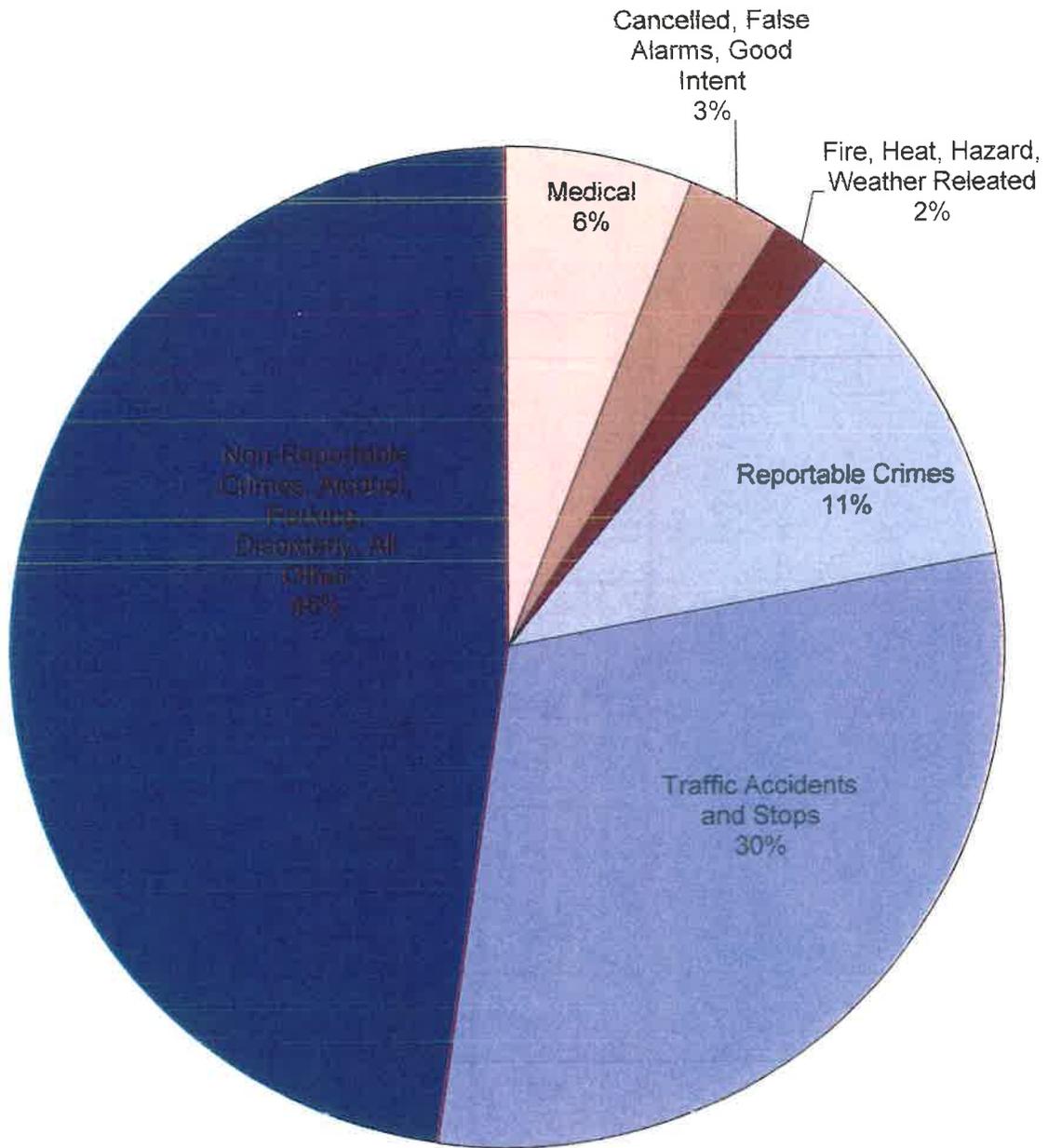
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
Totals	1999	2207	2481	2337	1794	2113	2111	2299	

POLICE STATISTICS:	August 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	7	38
Robbery	0	3
Assault	5	122
Arson	0	0
Extortion/Blackmail	0	2
Burglary/B&E	4	71
Theft	47	259
Motor Vehicle Theft	5	48
Counterfeit/Forgery	4	36
Fraud	10	96
Embezzlement	0	1
Stolen Property	0	8
Vandalism	8	110
Drug Offenses	7	110
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	1	10
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	5	25
Driving Under Influence	22	108
Drunkenness	10	80
Non-Violent Family Offense	0	2
Liquor Law Violation	1	8
Runaway	0	13
Trespassing	4	16
All Other Offenses	25	222
Group A Total:	103	1017
Group B Total:	67	475
Total Reported Crimes:	170	1492
Traffic Accidents		
Fatality	0	0
Personal Injury	14	124
Hit and Run	14	141
Property Damage	68	484
Total reported Accidents	96	749
Calls for Service	1653	12639
Total Arrests	77	546

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (August)



FIRE



POLICE

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

September 21, 2022

Honorable Mayor Green and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of testing instruments for the position of Assistant Public Safety Director/Police Chief. Listed below are the names of the top ranked candidates with their combined weighted averaged written test and oral interview scores. Veteran's points are not applicable to this "entry" position per Iowa Code Chapter 400.

Rank	Name	Combined Weighted Averaged Score
1	Mark Howard	583
2	Jeff Sitzmann	509

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Craig Berte, Director of Public Safety
Civil Service Records



CITY OF CEDAR FALLS, IOWA
PUBLIC SAFETY – FIRE RESCUE DIVISION
4600 South Main Street
Cedar Falls, Iowa 50613
Phone: 319-273-8690
Fax: 319-268-5196



MEMORANDUM

To: Honorable Mayor Green and Cedar Falls City Council
CC: Craig Berte, Public Safety Director
From: John Bostwick, Fire Chief 
Date: September 27, 2022
Re: Holiday Hoopla Fireworks Show

J & M Displays has contacted Cedar Falls Fire Rescue requesting a permit to provide a fireworks display on Friday November 25, 2022, at approximately 7:45 pm in the area south of Gateway Park. This fireworks permit is for a display for Holiday Hoopla.

I have discussed the event with J & M Displays and the following has been agreed to and will abide by:

J & M Displays will fully comply with N.F.P.A. 1123, State of Iowa Chapter 727, and all applicable codes and regulations.

J & M Displays will provide a minimum one million dollar insurance policy. A copy of this policy will be forwarded to Cedar Falls Fire Rescue prior to the event.

J & M Displays will submit a site plan for approval to Cedar Falls Fire Rescue prior to the event.

All personnel operating fireworks display equipment will be qualified to operate equipment.

There will be proper margin of safety for spectators and personnel.

Cedar Falls Fire Rescue will inspect and approve site for safety on the date of the display.

Appropriate fees will be submitted previous to the event.

I respectfully request that Cedar Falls City Council approve this permit application for a fireworks display.



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Acting Police Chief
Date: September 26, 2022
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Blue Room, 201 Main Street, Class C liquor - renewal.
- b) Lark Brewing, 6301 University Avenue, Class C liquor, Special Class A beer & outdoor service – renewal.
- c) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- d) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
- e) Casey's General Store, 601 Main Street, Class E liquor - renewal.
- f) Casey's General Store, 601 Main Street, Class E liquor – change in ownership.
- g) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (October 1 - November 30,2022)



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green, City Council Members
From: Craig Berte, Public Safety Director
Date: September 26, 2022
Re: Iowa Governor's Traffic Safety Bureau Grant

The Iowa Governor's Traffic Safety Bureau (GTSB) provides funding for local law enforcement agencies for traffic enforcement, equipment and training on an annual basis. The purpose of the grant is to provide emphasis on impaired driving and other traffic violations. This grant request will provide the City \$9,000 of which \$8,000 will be for direct overtime for traffic enforcement and \$1000 for training. A copy of the grant is attached.

This grant is similar to past GTSB agreements we have received and I recommend approval of this grant. Thank you for your consideration.

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 23-402-MOPT, Task 11-00-00
Impaired Driving Countermeasures Grant
PAP 23-405d-M6OT, Task 00-11-00

PROJECT TITLE: Cedar Falls PD-HVE OT

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Cedar Falls Police Department

PROJECT BUDGET: Highway Safety Funded Amount: \$9,000.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 117-58, Section 402 and Section 405d

Submit Reimbursement Claims To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Cedar Falls Police Dept
220 Clay St
Cedar Falls, Iowa 50613

Submit Reports To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6124, FAX 515-725-6133

Transmit Contract Information To:

Captain Jeff Sitzmann
Cedar Falls Police Department
4600 S Main Street
Cedar Falls, Iowa 50613
319-273-8612, FAX 319-273-8619

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2023 Highway Safety Plan, State and Community Highway Safety Grant 23-402-MOPT, Task 11-00-00 and Impaired Driving Countermeasures Grant 23-405d-M6OT, Task 00-11-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 117-58 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____

Date: _____

ISSUING AGENCY:

By  _____
Brett A. Tjepkes, Bureau Chief

Date: 08/22/2022

Effective Date: 10/01/22

Expiration Date: 09/30/23

GENERAL FEDERAL AWARD INFORMATION PER § 200.210

- | | |
|-------------------------------------|--|
| 1) Recipient: | Cedar Falls Police Department |
| 2) UEI: | MD7YWMTEEAT6 |
| 3) FAIN: | 69A37521300004020IA0
69A3752030000405DIAL |
| 4) Federal Award Date | 1/19/2021 (402), 2/3/2020 (405d) |
| 5) Period of Performance: | 10/1/22-9/30/23 |
| 6) Federal Funds: | 9,000.00 |
| 7) Total Funds Obligated: | 9,000.00 |
| 8) Total Amount of Federal Award: | 9,000.00 |
| 9) Approved Budget: | Refer to the signed agreement/award |
| 10) Recipient Match Requirement: | None |
| 11) Description: | High Visibility Enforcement OT (Gen/ID) |
| 12) Federal Awarding Agency: | National Highway Traffic Safety Administration |
| 13) CFDA: | 20.600 - State & Community Highway Safety Grants
20.616 - Impaired Driving Countermeasures Grants |
| 14) Research and Development Funds: | No |
| 15) Indirect Cost Rate: | Not applicable |

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Cedar Falls Police Department (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 and Section 405d of the Infrastructure Investment and Jobs Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Cedar Falls, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2023.

- 4.2 A cumulative final report due November 1, 2023 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Chief Craig Berte, is designated to approve in writing, on behalf of the Contractor, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Captain Jeff Sitzmann and Paul Kockler, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 and Section 405d of the Infrastructure Investment and Jobs Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or

placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.

a. *Instructions for Primary Tier Participant Certification*

- 1) By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- 4) The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the

System for Award Management Exclusions website (<https://www.sam.gov/>).

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.
- b. *Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*
- 1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
- c. *Instructions for Lower Tier Participant Certification*
- 1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
 - 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
 - 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 4) The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 - 5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - 6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 - 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- d. *Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*
- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.

- a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
- b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
- c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
- d. *Purchases and dispositions.* Contractors shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$4,000 from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Contractor must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.
 - 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
 - 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
 - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
 - 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;

- 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination. The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Contractor:

- a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- b. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all

requirements of the Non- Discrimination Authorities identified in this Assurance;

- c. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- e. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program

9.7 Buy America Act. The Contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires Contractors to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.

- 9.9 State Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying Restrictions. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 9.12 Contract Amendments. Contract amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. A letter must be submitted by the Contract Designee to GTSB for approval. Once GTSB has issued an approval for the change, the Contractor may proceed with the amended activity. No change in a contractual agreement will be accepted within 60 days of the close of the contract.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will

be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$9,000.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

- 10.2 Claim for Reimbursement. All payments to the Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. A Claim will be submitted on a form provided by the DPS/GTSB. Expenses will need to be paid prior to submitting the claim for reimbursement. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services (as defined in sections 11.7 and 11.8 of this contract) between the effective dates of the contract to qualify for reimbursement. The Contractor shall receive goods no later than July 31 as stated in section 11.9 of this contract to qualify for reimbursement, unless prior approval is granted. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director. GTSB reserves the right to deny payment when there has not been performance of any activities defined in the Statement of Work and Services.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants and 20.616 applies to Impaired Driving Countermeasures Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Officers to conduct 40 hours of directed overtime for general enforcement with documented enforcement action(s) issued to violator(s).
 - b. Officers to conduct 110 hours of directed overtime for impaired enforcement with documented enforcement action(s) issued to violator(s).
- 11.8 Contract activities:
- a. Conduct 40 overtime hours of planned general (402-funded) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk.
 - b. Conduct 110 overtime hours of planned impaired driving (405d-funded) high visibility enforcement directed at impaired driving during times and at locations that have been identified by your agency, the Iowa DOT or the DPS/GTSB to have a high occurrence for impaired driving.
 - c. Conduct at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
 - e. Conduct two observational occupant protection surveys; one in May and one in September. Each survey is to be conducted for one hour or one hundred

observed cars, whichever comes first. Observational surveys should be conducted at a location that has an average or above average volume of traffic on a daily basis. Subsequent observational surveys should be conducted at the same location, day of week and time of day as previously recorded.

- f. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

11.9 Key dates:

- a. By November 15, 2022 and the 15th of each subsequent month through October 15, 2023, submit a monthly report as specified in Article 4.5.
- b. By August 10, 2023, submit claim for expenses incurred through June 30, 2023.
- c. By November 1, 2023, submit an annual report as specified in Article 4.2.
- d. By November 15, 2023, submit final claim for reimbursement.

11.10 Reporting requirements/performance measures:

- a. At least 40 hours of general overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 110 hours of impaired overtime enforcement conducted and all overtime traffic enforcement contacts reported showing a sustained effort based on past performance.
- c. Two targeted traffic enforcement projects completed and results reported.
- d. Twelve public information activities conducted, documented and reported.
- e. Two occupant protection surveys completed and reported.
- f. At least one officer attended DPS/GTSB approved training and a trip report submitted if travel out-of-state.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personnel Services	
Directed overtime for general enforcement (402)	\$ 2,000.00
Directed overtime for impaired enforcement (405d)	\$ 6,000.00
Training-related travel (402)	<u>\$ 1,000.00</u>
TOTAL	\$ 9,000.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: September 26, 2022

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
18th Street, Waterloo Road, and University Avenue

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Aureon Network Services along 18th Street, Waterloo Road and University Avenue.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S, West Des Moines, IA 50266, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at the existing hand hole located in the south right-of-way of E. 18th Street of the easterly property line of 623 E. 18th Street extending five hundred and thirty feet (530') to the easterly property line of 809 E 18th Street extending along the southwesterly side of Waterloo Road three thousand two hundred feet (3,200') and then crossing Waterloo Road to the westerly lot line of 1425 Pin Oak Drive extending along the northerly side of Waterloo Road and University Avenue five thousand eight hundred feet (5,800') and ending at the westerly property line of 4418 University Avenue in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 9,534 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal

and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 20th day of September, 2022, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$738.22 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$73.82 payable by Licensee to the City, for one (1) year

period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements,

the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable

barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited

to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or

- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to

Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa
Attn: City Clerk
220 Clay Street
Cedar Falls, IA 50613

If to Licensee: Aureon Network Services
Attn: Matthew Weiser
7760 Office Plaza Dr. S
West Des Moines, Iowa 50266

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of

1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 7 day of Sept., 2022.

AUREON NETWORK SERVICES

CITY OF CEDAR FALLS, IOWA

By Carey Stover

By _____
Robert M. Green, Mayor

LICENSEE

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF Iowa)
)
COUNTY OF Polk)



This instrument was acknowledged before me on September 7, 2022, by Carey Stover, the Chief Experience Officer of Aureon



Erica T. Schultes
Notary Public

Notary Public in and for said State

My Commission Expires:

STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2022,
by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the south right-of-way of E 18th Street, south and north right-of-way of Waterloo Road, and the north right-of-way of University Avenue and more particularly described as follows:

1. The facility shall begin at the existing handhole located in the south right-of-way of E 18th Street at a point being thirty-seven (37') feet southerly of the centerline of E 18th Street at the E 18th Street station 14+04 also being station 1+00 of the facility alignment as shown on sheet "3 of 41", Project No. 2106523, Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence easterly on the south side of E 18th Street thirty-two (32') feet to station 1+32 @ 60" min. depth below East Street as shown on sheet "3 of 41" of said Exhibit B.
3. Thence easterly on the south side of E 18th Street one-hundred and thirty-two (132') to station 2+64 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "3 of 41" of said Exhibit B.
4. Thence easterly on the south side of E 18th Street fifty-nine (59') feet to station 3+23 @ 48" min. depth below private drive as shown on sheet "3 of 41" of said Exhibit B.
5. Thence easterly on the south side of E 18th Street one-hundred and twenty-six (126') feet to station 4+49 @ 48" min. depth below private drive as shown on sheet "3 of 41" of said Exhibit B.
6. Thence easterly on the south side of E 18th Street fifty-seven (57') feet to station 5+06 @ 48" min. depth below private drive as shown on sheet "3 of 41" of said Exhibit B.
7. Thence easterly on the south side of E 18th Street fifty-seven (57') to station 5+63 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "3 of 41" of said Exhibit B.
8. Thence easterly on the south side of E 18th Street sixty-seven (67') feet to a proposed hand-hole at station 6+30 also being station 19+37, 37' Rt of the E 18th Street alignment and station 102+03, 43' Rt of the Waterloo Road alignment as shown on sheet "5 of 41" of said Exhibit B.
9. Thence southeasterly on the south side of Waterloo Road seven (7') feet to station 6+37 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "5 of 41" of said Exhibit B.
10. Thence southeasterly on the south side of Waterloo Road thirty (30') feet to station 6+67 @ 42" min. depth and overpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "5 of 41" of said Exhibit B.
11. Thence southeasterly on the south side of Waterloo Road twenty-seven (27') feet to station 6+94 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "5 of 41" of said Exhibit B.
12. Thence southeasterly on the south side of Waterloo Road nine (9') feet to station 7+03 @ 60" min. depth below Valley Park Drive as shown on sheet "5 of 41" of said Exhibit B.
13. Thence southeasterly on the south side of Waterloo Road sixty-one (61') feet to station 7+64 @ 42" min. depth and overpass the existing east-west storm sewer by a twenty-four (24") inch minimum as shown on sheet "5 of 41" of said Exhibit B.
14. Thence southeasterly on the south side of Waterloo Road two-hundred and eleven (211') feet to station 9+75 @ 48" min. depth below private drive as shown on sheet "5 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

15. Thence southeasterly on the south side of Waterloo Road two-hundred and fifty-eight (258') feet to station 12+33 @ 48" min. depth below private drive as shown on sheet "7 of 41" of said Exhibit B.
16. Thence southeasterly on the south side of Waterloo Road one-hundred and ninety-five (195') feet to station 14+28 @ 48" min. depth below private drive as shown on sheet "7 of 41" of said Exhibit B.
17. Thence southeasterly on the south side of Waterloo Road seventy-two (72') feet to station 15+00 @ 48" min. depth below private drive as shown on sheet "7 of 41" of said Exhibit B.
18. Thence southeasterly on the south side of Waterloo Road seventy-two (72') feet to station 15+72 @ 48" min. depth below private drive as shown on sheet "7 of 41" of said Exhibit B.
19. Thence southeasterly on the south side of Waterloo Road fifty (50') feet to station 16+22 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
20. Thence southeasterly on the south side of Waterloo Road three (3') feet to station 16+25 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
21. Thence southeasterly on the south side of Waterloo Road one (1') feet to station 16+26 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
22. Thence southeasterly on the south side of Waterloo Road one-hundred and sixty-three (163') feet to station 17+89 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
23. Thence southeasterly on the south side of Waterloo Road seventeen (17') feet to station 18+06 @ 60" min. depth below Madison Street as shown on sheet "9 of 41" of said Exhibit B.
24. Thence southeasterly on the south side of Waterloo Road ninety-four (94') feet to station 19+00 @ 48" min. depth below private drive as shown on sheet "9 of 41" of said Exhibit B.
25. Thence southeasterly on the south side of Waterloo Road ninety-two (92') feet to station 19+92 @ 48" min. depth below private drive as shown on sheet "9 of 41" of said Exhibit B.
26. Thence southeasterly on the south side of Waterloo Road one-hundred and seventeen (117') feet to station 21+09 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
27. Thence southeasterly on the south side of Waterloo Road six (6') feet to station 21+15 @ 42" min. depth and underpass the existing east-west box culvert by a twenty-four (24") inch minimum as shown on sheet "9 of 41" of said Exhibit B.
28. Thence southeasterly on the south side of Waterloo Road two-hundred and twenty-two (222') feet to station 23+37 @ 42" min. depth and overpass the existing east-west sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "11 of 41" of said Exhibit B.
29. Thence southeasterly on the south side of Waterloo Road three (3') feet to station 23+40 @ 42" min. depth and overpass the existing east-west sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "11 of 41" of said Exhibit B.
30. Thence southeasterly on the south side of Waterloo Road two-hundred and eight (208') feet to station 25+48 @ 60" min. depth below Royal Drive as shown on sheet "11 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

31. Thence southeasterly on the south side of Waterloo Road one-hundred and fifty-nine (159') feet to station 27+07 @ 48" min. depth below private drive as shown on sheet "11 of 41" of said Exhibit B.
32. Thence southeasterly on the south side of Waterloo Road sixty-four (64') feet to station 27+71 @ 48" min. depth below private drive as shown on sheet "11 of 41" of said Exhibit B.
33. Thence southeasterly on the south side of Waterloo Road forty-one (41') feet to station 28+12 @ 42" min. depth and overpass the existing east-west sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "13 of 41" of said Exhibit B.
34. Thence southeasterly on the south side of Waterloo Road forty-four (44') feet to station 28+56 @ 48" min. depth below private drive as shown on sheet "13 of 41" of said Exhibit B.
35. Thence southeasterly on the south side of Waterloo Road seventy-eight (78') feet to station 29+34 @ 48" min. depth below private drive as shown on sheet "13 of 41" of said Exhibit B.
36. Thence southeasterly on the south side of Waterloo Road seven-hundred and thirty-five (735') feet to a proposed hand-hole at station 36+69 also being station 132+43, 36' Rt of the Waterloo Road alignment as shown on sheet "15 of 41" of said Exhibit B.
37. Thence northeasterly on the south side of Waterloo Road nine (9') feet to station 36+78 @ 42" min. depth and overpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "15 of 41" of said Exhibit B.
38. Thence northeasterly twenty-seven (27') feet to station 37+05 @ 60" min. depth below Waterloo Road as shown on sheet "15 of 41" of said Exhibit B.
39. Thence northeasterly on the north side of Waterloo Road thirty-six (36') feet to station 37+41 @ 42" min. depth and overpass the existing north-south sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "15 of 41" of said Exhibit B.
40. Thence northeasterly on the north side of Waterloo Road six (6') feet to a proposed hand hole at station 37+47 also being station 132+43, 42.5' Lt of the Waterloo Road alignment as shown on sheet "15 of 41" of said Exhibit B.
41. Thence southeasterly on the north side of Waterloo Road one-hundred and twenty-nine (129') feet to station 38+76 @ 48" min. depth below private drive as shown on sheet "15 of 41" of said Exhibit B.
42. Thence southeasterly on the north side of Waterloo Road sixteen (16') feet to station 38+92 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "15 of 41" of said Exhibit B.
43. Thence southeasterly on the north side of Waterloo Road fifty-three (53') feet to station 39+45 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "15 of 41" of said Exhibit B.
44. Thence southeasterly on the north side of Waterloo Road thirty-five (35') feet to station 39+80 @ 48" min. depth below private drive as shown on sheet "15 of 41" of said Exhibit B.
45. Thence southeasterly on the north side of Waterloo Road twenty-seven (27') feet to station 40+07 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "15 of 41" of said Exhibit B.
46. Thence southeasterly on the north side of Waterloo Road one (1') feet to station 40+08 @ 48" min. depth below private drive as shown on sheet "15 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

47. Thence southeasterly on the north side of Waterloo Road one-hundred and thirty-four (134') feet to station 41+42 @ 48" min. depth below private drive as shown on sheet "17 of 41" of said Exhibit B.
48. Thence southeasterly on the north side of Waterloo Road one-hundred and four (104') feet to station 42+46 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
49. Thence southeasterly on the north side of Waterloo Road nineteen (19') feet to station 42+65 @ 48" min. depth below private drive as shown on sheet "17 of 41" of said Exhibit B.
50. Thence southeasterly on the north side of Waterloo Road thirteen (13') feet to station 42+78 @ 42" min. depth and overpass the existing north-south sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
51. Thence southeasterly on the north side of Waterloo Road one-hundred and forty (140') feet to station 44+18 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
52. Thence southeasterly on the north side of Waterloo Road forty-nine (49') feet to station 44+67 @ 48" min. depth below private drive as shown on sheet "17 of 41" of said Exhibit B.
53. Thence southeasterly on the north side of Waterloo Road thirty-three (33') feet to station 45+00 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
54. Thence southeasterly on the north side of Waterloo Road twelve (12') feet to station 45+12 @ 42" min. depth and overpass the existing north-south sanitary sewer by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
55. Thence southeasterly on the north side of Waterloo Road nine (9') feet to a proposed hand hole at station 45+21 also being station 140+15, 24' Lt of the Waterloo Road alignment as shown on sheet "17 of 41" of said Exhibit B.
56. Thence southeasterly on the north side of Waterloo Road eighty-five (85') feet to station 46+06 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
57. Thence southeasterly on the north side of Waterloo Road one (1') feet to station 46+07 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "17 of 41" of said Exhibit B.
58. Thence southeasterly on the north side of Waterloo Road seventy-five (75') feet to station 46+82 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "19 of 41" of said Exhibit B.
59. Thence southeasterly on the north side of Waterloo Road and University Ave one-hundred and six (106') feet to station 47+88 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "19 of 41" of said Exhibit B.
60. Thence southeasterly on the north side of University Avenue ninety-five (95') feet to station 48+83 @ 48" min. depth below private drive as shown on sheet "19 of 41" of said Exhibit B.
61. Thence southeasterly on the north side of University Avenue thirty-eight (38') feet to station 49+21 @ 48" min. depth below private drive as shown on sheet "19 of 41" of said Exhibit B.
62. Thence southeasterly on the north side of University Avenue ninety-three (93') feet to station 50+14 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "19 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

63. Thence southeasterly on the north side of University Avenue twenty-six (26') feet to station 50+40 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "19 of 41" of said Exhibit B.
64. Thence southeasterly on the north side of University Avenue eleven (11') feet to station 50+51 @ 60" min. depth below McClain Drive as shown on sheet "19 of 41" of said Exhibit B.
65. Thence southeasterly on the north side of University Avenue one-hundred and thirteen (113') feet to station 51+64 @ 48" min. depth below private drive as shown on sheet "19 of 41" of said Exhibit B.
66. Thence southeasterly on the north side of University Avenue ninety-four (94') feet to station 52+58 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "21 of 41" of said Exhibit B.
67. Thence southeasterly on the north side of University Avenue twenty-one (21') feet to station 52+79 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "21 of 41" of said Exhibit B.
68. Thence southeasterly on the north side of University Avenue twenty-six (26') feet to station 53+05 @ 48" min. depth below private drive as shown on sheet "21 of 41" of said Exhibit B.
69. Thence southeasterly on the north side of University Avenue eighty-seven (87') feet to station 53+92 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "21 of 41" of said Exhibit B.
70. Thence southeasterly on the north side of University Avenue one-hundred and thirty-eight (138') feet to station 55+30 @ 42" min. depth and overpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "21 of 41" of said Exhibit B.
71. Thence southeasterly on the north side of University Avenue thirty-eight (38') feet to station 55+68 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "21 of 41" of said Exhibit B.
72. Thence southeasterly on the north side of University Avenue ninety-five (95') feet to station 56+63 @ 48" min. depth below private drive as shown on sheet "21 of 41" of said Exhibit B.
73. Thence southeasterly on the north side of University Avenue one-hundred and twenty-five (125') feet to station 57+88 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "23 of 41" of said Exhibit B.
74. Thence southeasterly on the north side of University Avenue thirty-two (32') feet to station 58+20 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "23 of 41" of said Exhibit B.
75. Thence southeasterly on the north side of University Avenue fifty-two (52') feet to station 58+72 @ 48" min. depth below private drive as shown on sheet "23 of 41" of said Exhibit B.
76. Thence southeasterly on the north side of University Avenue two-hundred and fourteen (214') feet to station 60+86 @ 48" min. depth below private drive as shown on sheet "23 of 41" of said Exhibit B.
77. Thence southeasterly on the north side of University Avenue seventy (70') feet to station 61+55 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "23 of 41" of said Exhibit B.
78. Thence southeasterly on the north side of University Avenue eighty-seven (87') feet to station 62+42 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "25 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

79. Thence southeasterly on the north side of University Avenue two-hundred and thirty (230') feet to station 64+72 @ 48" min. depth below private drive as shown on sheet "25 of 41" of said Exhibit B.
80. Thence southeasterly on the north side of University Avenue seventy-four (74') feet to a proposed hand hole at station 65+46 also being station 1018+95, 20' Lt of the University Avenue alignment as shown on sheet "25 of 41" of said Exhibit B.
81. Thence southeasterly on the north side of University Avenue eighty-three (83') feet to station 66+29 @ 60" min. depth below Rownd Street as shown on sheet "25 of 41" of said Exhibit B.
82. Thence southeasterly on the north side of University Avenue twenty-two (22') feet to station 66+51 @ 42" min. depth and overpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "25 of 41" of said Exhibit B.
83. Thence southeasterly on the north side of University Avenue eighty-five (85') feet to station 67+36 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "25 of 41" of said Exhibit B.
84. Thence southeasterly on the north side of University Avenue fifty (50') feet to station 67+86 @ 48" min. depth below private drive as shown on sheet "27 of 41" of said Exhibit B.
85. Thence southeasterly on the north side of University Avenue twenty-one (21') feet to station 68+07 @ 42" min. depth and underpass the existing east-west storm sewer by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
86. Thence southeasterly on the north side of University Avenue twenty-five (25') feet to station 68+32 @ 48" min. depth below private drive as shown on sheet "27 of 41" of said Exhibit B.
87. Thence southeasterly on the north side of University Avenue twenty-nine (29') feet to station 68+61 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
88. Thence southeasterly on the north side of University Avenue eight (8') feet to station 68+69 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
89. Thence southeasterly on the north side of University Avenue five (5') feet to station 68+74 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
90. Thence southeasterly on the north side of University Avenue eighty-one (81') feet to station 69+55 @ 48" min. depth below private drive as shown on sheet "27 of 41" of said Exhibit B.
91. Thence southeasterly on the north side of University Avenue eighty-eight (88') feet to station 70+43 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
92. Thence southeasterly on the north side of University Avenue forty-five (45') feet to station 70+88 @ 48" min. depth below private drive as shown on sheet "27 of 41" of said Exhibit B.
93. Thence southeasterly on the north side of University Avenue seventeen (17') feet to station 71+05 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "27 of 41" of said Exhibit B.
94. Thence southeasterly on the north side of University Avenue one-hundred and thirty-six (136') feet to station 72+41 @ 48" min. depth below private drive as shown on sheet "27 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

95. Thence southeasterly on the north side of University Avenue sixty-one (61') feet to station 73+02 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
96. Thence southeasterly on the north side of University Avenue thirty-two (32') feet to station 73+34 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
97. Thence southeasterly on the north side of University Avenue thirty-six (36') feet to station 73+70 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
98. Thence southeasterly on the north side of University Avenue eighty-four (84') feet to station 74+54 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
99. Thence southeasterly on the north side of University Avenue thirty-one (31') feet to station 74+85 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
100. Thence southeasterly on the north side of University Avenue twenty (20') feet to station 75+05 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
101. Thence southeasterly on the north side of University Avenue fifty-six (56') feet to station 75+61 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
102. Thence southeasterly on the north side of University Avenue sixty-three (63') feet to station 76+24 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
103. Thence southeasterly on the north side of University Avenue twenty-one (21') feet to station 76+45 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
104. Thence southeasterly on the north side of University Avenue nine (9') feet to station 76+54 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
105. Thence southeasterly on the north side of University Avenue thirty-five (35') feet to station 76+89 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "29 of 41" of said Exhibit B.
106. Thence southeasterly on the north side of University Avenue thirty-five (35') feet to station 77+24 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
107. Thence southeasterly on the north side of University Avenue seventy-five (75') feet to station 77+99 @ 48" min. depth below private drive as shown on sheet "29 of 41" of said Exhibit B.
108. Thence southeasterly on the north side of University Avenue fifteen (15') feet to station 78+14 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
109. Thence southeasterly on the north side of University Avenue fifty (50') feet to station 78+64 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
110. Thence southeasterly on the north side of University Avenue thirty-four (34') feet to station 78+98 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

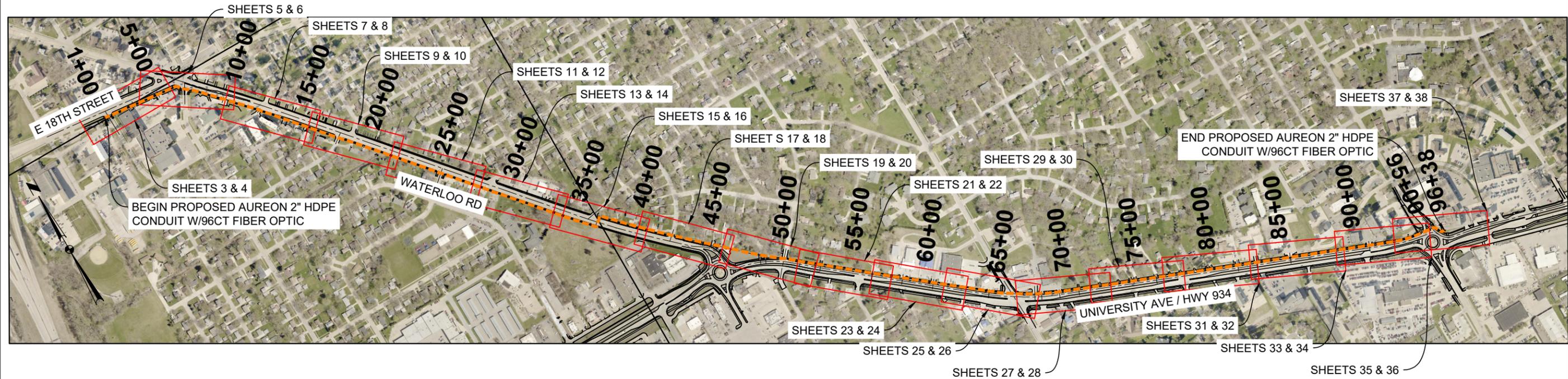
111. Thence southeasterly on the north side of University Avenue thirty-eight (38') feet to station 79+36 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
112. Thence southeasterly on the north side of University Avenue seven (7') feet to station 79+43 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
113. Thence southeasterly on the north side of University Avenue thirty-six (36') feet to station 79+79 @ 48" min. depth below private drive as shown on sheet "31 of 41" of said Exhibit B.
114. Thence southeasterly on the north side of University Avenue twenty-two (22') feet to station 80+01 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
115. Thence southeasterly on the north side of University Avenue thirteen (13') feet to station 80+14 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
116. Thence southeasterly on the north side of University Avenue one (1') feet to station 80+15 @ 48" min. depth below private drive as shown on sheet "31 of 41" of said Exhibit B.
117. Thence southeasterly on the north side of University Avenue sixty-seven (67') feet to station 80+82 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
118. Thence southeasterly on the north side of University Avenue sixty-six (66') feet to station 81+48 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
119. Thence southeasterly on the north side of University Avenue forty (40') feet to station 81+88 @ 48" min. depth below private drive as shown on sheet "31 of 41" of said Exhibit B.
120. Thence southeasterly on the north side of University Avenue twenty-four (24') feet to station 82+12 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "31 of 41" of said Exhibit B.
121. Thence southeasterly on the north side of University Avenue one hundred (100') feet to station 83+12 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "33 of 41" of said Exhibit B.
122. Thence southeasterly on the north side of University Avenue eight (8') feet to station 83+20 @ 48" min. depth below private drive as shown on sheet "33 of 41" of said Exhibit B.
123. Thence southeasterly on the north side of University Avenue thirty (30') feet to station 83+50 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "33 of 41" of said Exhibit B.
124. Thence southeasterly on the north side of University Avenue two-hundred and two (202') feet to station 85+52 @ 48" min. depth below private drive as shown on sheet "33 of 41" of said Exhibit B.
125. Thence southeasterly on the north side of University Avenue twenty-four (24') feet to station 85+76 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "33 of 41" of said Exhibit B.
126. Thence southeasterly on the north side of University Avenue one-hundred and eighty-two (182') feet to station 87+58 @ 42" min. depth and overpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "33 of 41" of said Exhibit B.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR CEDAR FALLS FIBER OPTIC CABLE INSTALLATION**

127. Thence southeasterly on the north side of University Avenue one-hundred and forty-one (141') feet to station 88+99 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "35 of 41" of said Exhibit B.
128. Thence southeasterly on the north side of University Avenue two hundred (200') feet to station 90+99 @ 48" min. depth below private drive as shown on sheet "35 of 41" of said Exhibit B.
129. Thence southeasterly on the north side of University Avenue one-hundred and ninety-nine (199') feet to station 92+98 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "35 of 41" of said Exhibit B.
130. Thence southeasterly on the north side of University Avenue thirty-two (32') feet to station 93+30 @ 42" min. depth and overpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "35 of 41" of said Exhibit B.
131. Thence southeasterly on the north side of University Avenue one hundred (100') feet to station 94+30 @ 42" min. depth and underpass the existing east-west water main by a twenty-four (24") inch minimum as shown on sheet "35 of 41" of said Exhibit B.
132. Thence southeasterly on the north side of University Avenue eleven (11') feet to station 94+41 @ 42" min. depth and underpass the existing north-south storm sewer by a twenty-four (24") inch minimum as shown on sheet "35 of 41" of said Exhibit B.
133. Thence southeasterly on the north side of University Avenue fourteen (14') feet to station 94+55 @ 42" min. depth and underpass the existing north-south water main by a twenty-four (24") inch minimum as shown on sheet "37 of 41" of said Exhibit B.
134. Thence southeasterly on the north side of University Avenue one-hundred and two (102') feet to station 95+43 @ 60" min. depth below Cedar Heights Drive as shown on sheet "37 of 41" of said Exhibit B.
135. Thence southeasterly on the north side of University Avenue fifty (50') feet to station 95+93 @ 48" min. depth and underpass the existing north-south storm sewer as shown on sheet "37 of 41" of said Exhibit B.
136. Thence southeasterly on the north side of University Avenue forty-five (45') feet to an existing hand hole at station 96+38 also being station 1049+70, 39' Lt of the University Avenue alignment as shown on sheet "37 of 41" of said Exhibit B.

EXHIBIT B

SHEET LAYOUT



LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
BEGINNING @ EXISTING AUREON HH @ SOUTHWEST CORNER OF EAST STREET & E 18TH STREET, EAST IN SOUTH ROW TO PROPOSED HANDHOLE & BORE PIT.	19+37 37' RT- HH & BP (102+03 43' RT)	14+04 37' RT(E 18TH ST. ALIGN)	533
FROM PROPOSED AUREON HH @ SOUTHWEST CORNER OF E 18TH STREET & WATERLOO RD., SOUTHEAST IN WEST ROW OF WATERLOO RD, CROSSING VALLEY PARK DR TO REC. PIT.	106+70 35' RT (WATERLOO RD ALIGN)	19+37 37' RT- HH & BP (102+03 43' RT)	467
FROM REC. PIT. IN WEST ROW OF WATERLOO RD, SOUTHEAST TO BORE PIT.	111+70 40.5' RT (WATERLOO RD ALIGN)	106+70 35' RT (WATERLOO RD ALIGN)	500
FROM BORE PIT. IN WEST ROW OF WATERLOO RD, SOUTHEAST CROSSING MADISON STREET TO RECEIVING PIT IN WEST ROW OF WATERLOO RD.	116+25 37' RT (WATERLOO RD ALIGN)	111+70 40.5' RT (WATERLOO RD ALIGN)	455
FROM RECEIVING PIT IN WEST ROW OF WATERLOO RD. SOUTHEAST TO BORE PIT IN WEST ROW OF WATERLOO RD.	120+75 37' RT (WATERLOO RD ALIGN)	116+25 37' RT (WATERLOO RD ALIGN)	450
FROM BORE PIT IN WEST ROW OF WATERLOO RD. SOUTHEAST CROSSING ROYAL DR TO RECEIVING PIT IN WEST ROW OF WATERLOO RD.	125+75 37' RT (WATERLOO RD ALIGN)	120+75 37' RT (WATERLOO RD ALIGN)	500
FROM RECEIVING PIT IN WEST ROW OF WATERLOO RD., SOUTHEAST TO BORE PIT IN WEST ROW OF WATERLOO RD.	130+75 37' RT (WATERLOO RD ALIGN)	125+75 37' RT (WATERLOO RD ALIGN)	500
FROM BORE PIT IN WEST ROW OF WATERLOO RD. SOUTHEAST TO RECEIVING PIT & HAND-HOLE IN WEST ROW OF WATERLOO RD.	132+43 36' RT (WATERLOO RD ALIGN)	130+75 37' RT (WATERLOO RD ALIGN)	168
FROM RECEIVING PIT & HAND-HOLE IN WEST ROW OF WATERLOO RD., NORTHEAST CROSSING WATERLOO RD. TO A BORE PIT IN THE EAST ROW OF WATERLOO RD.	132+43 42.5' LT (WATERLOO RD ALIGN)	132+43 36' RT (WATERLOO RD ALIGN)	78.5
FROM BORE PIT IN THE EAST ROW OF WATERLOO RD., SOUTHEAST TO A RECEIVING PIT IN THE EAST ROW OF WATERLOO RD.	137+25 39' LT (WATERLOO RD ALIGN)	132+43 42.5' LT (WATERLOO RD ALIGN)	482
FROM RECEIVING PIT IN THE EAST ROW OF WATERLOO RD., SOUTHEAST CROSSING VICTORY DRIVE TO A BORE PIT & HAND-HOLE IN THE EAST ROW OF WATERLOO RD.	140+15 24' LT (WATERLOO RD ALIGN)	137+25 39' LT (WATERLOO RD ALIGN)	290
FROM BORE PIT & HAND-HOLE IN THE EAST ROW OF WATERLOO RD., SOUTHEAST EXITING WATERLOO RD. ROW TO A RECEIVING PIT IN EAST ROW OF UNIVERSITY AVE	1003+05 31' LT (UNIVERSITY AVE ALIGN)	140+15 24' LT (WATERLOO RD ALIGN) 1000+00 (UNIVERSITY AVE ALIGN)= 142+05 (WATERLOO RD ALIGN)	428
FROM RECEIVING PIT IN EAST ROW OF UNIVERSITY AVE, SOUTHEAST CROSSING MCCLAIN DRIVE TO A BORE PIT IN THE EAST ROW OF UNIVERSITY AVE	1008+00 21' LT (UNIVERSITY AVE ALIGN)	1003+05 31' LT (UNIVERSITY AVE ALIGN)	495
FROM BORE PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE	1013+00 20' LT (UNIVERSITY AVE ALIGN)	1008+00 21' LT (UNIVERSITY AVE ALIGN)	500
FROM RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A HAND-HOLE AND BORE PIT WEST OF ROWND STREET	1018+95 21' LT (UNIVERSITY AVE ALIGN)	1013+00 20' LT (UNIVERSITY AVE ALIGN)	595
FROM HAND-HOLE AND BORE PIT IN EAST ROW OF UNIVERSITY AVE, SOUTHEAST CROSSING ROWND ST. TO A RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE	1023+50 20' LT (UNIVERSITY AVE ALIGN)	1018+95 20' LT (UNIVERSITY AVE ALIGN)	455
FROM RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A BORE PIT IN THE EAST ROW OF UNIVERSITY AVE	1027+75 19' LT (UNIVERSITY AVE ALIGN)	1023+50 20' LT (UNIVERSITY AVE ALIGN)	425
FROM BORE PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE	1032+75 19' LT (UNIVERSITY AVE ALIGN)	1027+75 19' LT (UNIVERSITY AVE ALIGN)	500
FROM RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A BORE PIT IN THE EAST ROW OF UNIVERSITY AVE	1037+75 19' LT (UNIVERSITY AVE ALIGN)	1032+75 19' LT (UNIVERSITY AVE ALIGN)	500
FROM BORE PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE	1042+75 19' LT (UNIVERSITY AVE ALIGN)	1037+75 19' LT (UNIVERSITY AVE ALIGN)	500
FROM RECEIVING PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST TO A BORE PIT IN THE EAST ROW OF UNIVERSITY AVE	1046+00 19' LT (UNIVERSITY AVE ALIGN)	1042+75 19' LT (UNIVERSITY AVE ALIGN)	325
FROM BORE PIT IN THE EAST ROW OF UNIVERSITY AVE, SOUTHEAST CROSSING CEDAR HEIGHTS DRIVE TO A RECEIVING PIT IN THE EAST ROW	1049+10 35.5' LT (UNIVERSITY AVE ALIGN)	1046+00 19' LT (UNIVERSITY AVE ALIGN)	310
FROM RECEIVING PIT IN THE EAST ROW CEDAR HEIGHTS DRIVE-UNIVERSITY AVE, SOUTHEAST TO A BORE PIT IN EAST ROW OF UNIVERSITY AVE	1049+45 21' LT (UNIVERSITY AVE ALIGN) 0+03 21' RT (CEDAR HEIGHTS DR. ALIGN)	1049+10 35.5' LT (UNIVERSITY AVE ALIGN) 0+56 14.5' RT (CEDAR HEIGHTS DR. ALIGN)	53
FROM BORE PIT IN EAST ROW OF UNIVERSITY AVE, SOUTHEAST IN EAST ROW OF UNIVERSITY AVE TO EXISTING AUREON HAND-HOLE & END OF FIBER ROUTE	1049+70 39' LT (UNIVERSITY AVE ALIGN)	1049+45 21' LT (UNIVERSITY AVE ALIGN) 0+03 21' RT (CEDAR HEIGHTS DR. ALIGN)	25
TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY			9534.5 L.F.

FILE: H:\2021\106543\106543-AUREON-CEDAR FALLS-WATERLOO(CEDAR FALLS).DWG
 PLOTTED BY: CSM/MAKCE
 DATE: 6/21/2022 1:03 PM
 PLOT: 106543

Item 12.

REVISIONS	06/21	05/11
THIRD SUBMITTAL		
SECOND SUBMITTAL		
FIRST SUBMITTAL		

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



AUREON - CEDAR FALLS
 CEDAR FALLS, IOWA

DATE: 05/11/2022
 SHEET NUMBER: 2/210 91



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Chase Schrage, Director of Public Works

DATE: September 22, 2022

SUBJECT: Highway 58 & Ridgeway Avenue Reconstruction
 Preconstruction Agreement #: 2023-6-012
 DOT Project: NHSX-027-7(3)—2H-07
 City Project: RC-294-3250

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

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

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

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

- City of Cedar Falls - \$2,048,419.86
- Iowa Department of Transportation - \$7,217,709.58

The Iowa Department of Transportation will be the lead on this project and all work will fulfill our agreement with VEREIT Real Estate(attached Exhibit B). The construction for the project will take place during 2023 and 2024. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22-FY24 under item number 133.

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

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

Xc: David Wicke, PE, City Engineer

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2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$1,854,533.33 (roadway) and \$193,886.52 (RCB), as shown in Exhibit B. LPA reimbursement will be made in three (3) equal yearly installments of approximately \$682,806.62, each. The first installment will be due upon completion of construction and proper billing by the DOT. The final two installments will be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement will be determined by the quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Iowa 27 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way,

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nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has appraised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at no cost to the LPA. Lighting installations will not be constructed as part of the project unless specifically requested by the LPA. Lighting which is requested by the LPA will also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.
- d. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

6. General Provisions

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

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

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-6-012 as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

By: _____ Date _____, 20____.
Title: Mayor

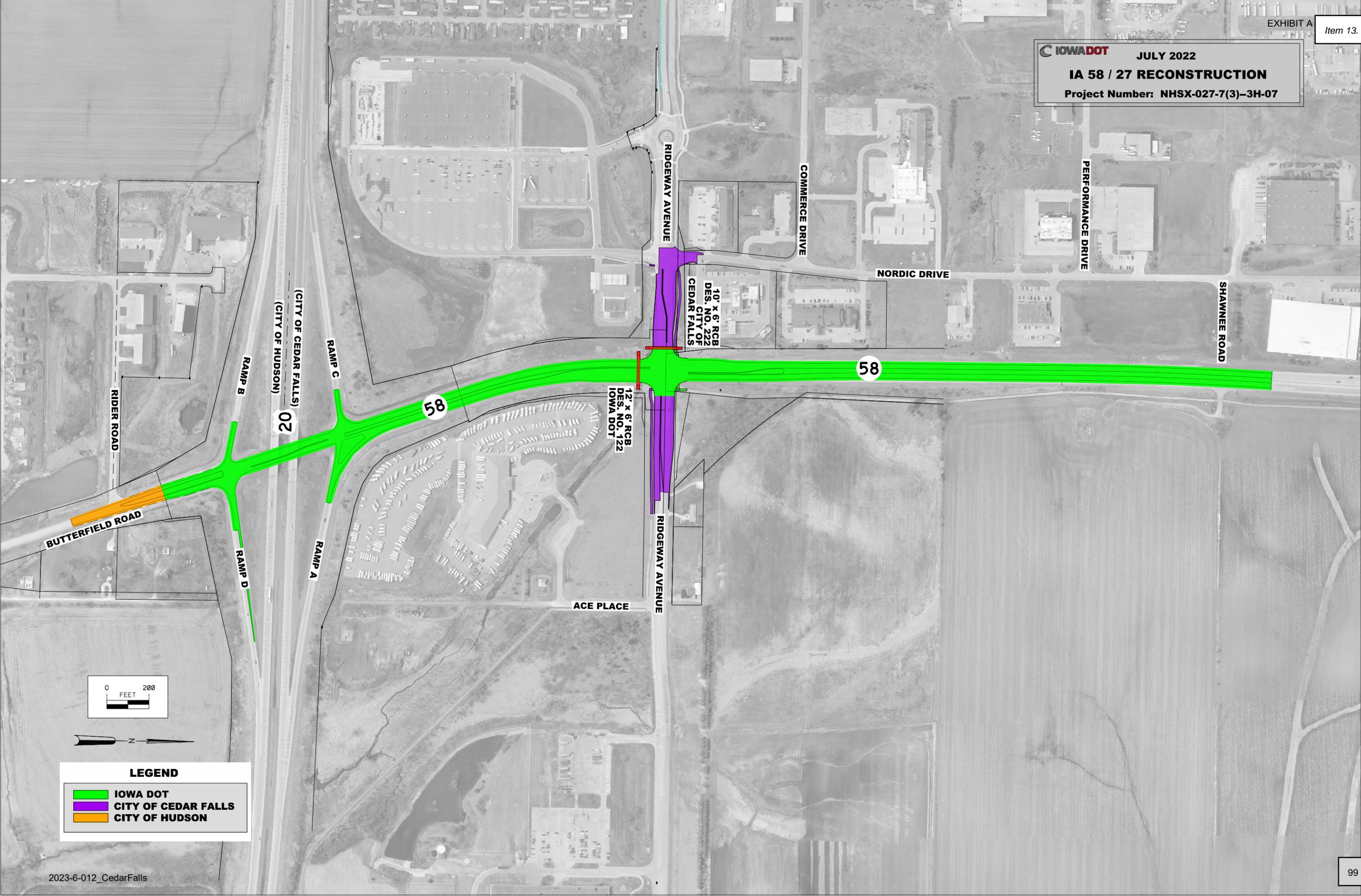
I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Cedar Falls, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
E. Jon Ranney P.E./P.L.S.
District Engineer
District 2

IOWADOT JULY 2022
IA 58 / 27 RECONSTRUCTION
Project Number: NHSX-027-7(3)-3H-07



10' x 6' RGB
DES. NO. 222
CITY OF
CEDAR FALLS

12' x 6' RGB
DES. NO. 122
IOWA DOT

(CITY OF CEDAR FALLS)
RAMP C
(CITY OF HUDSON)
RAMP B
20

58

58

RIDER ROAD

BUTTERFIELD ROAD

RAMP D

RAMP A

ACE PLACE

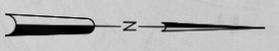
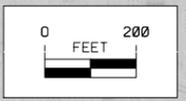
RIDGEWAY AVENUE

COMMERCE DRIVE

NORDIC DRIVE

PERFORMANCE DRIVE

SHAWNEE ROAD



LEGEND	
	IOWA DOT
	CITY OF CEDAR FALLS
	CITY OF HUDSON

ROADWAY COST ESTIMATE

Black Hawk County IA 27(IA58) from US 20 to Ridgeway Avenue
NHSX-027-7(3)--3H-07

Item Number	Item Description	Units	Quantity	Unit Cost	Line Total
CITY OF CEDAR FALLS				Cedar Falls Total:	\$1,854,533.33
2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	8,500.000	\$7.00	\$59,500.00
2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	500.000	\$10.00	\$5,000.00
2115-0100000	MODIFIED SUBBASE	CY	4,070.000	\$42.00	\$170,940.00
2301-1033090	STD/S-F PCC PAVT, CL C CL 3, 9"	SY	10,810.000	\$50.00	\$540,500.00
2301-4875006	MEDIAN, PCC, 6"	SY	455.000	\$85.00	\$38,675.00
2435-0140148	MANHOLE, STORM SWR, SW-401, 48"	EA	1.000	\$4,000.00	\$4,000.00
2435-0250700	INTAKE, SW-507	EA	5.000	\$6,000.00	\$30,000.00
2435-0250900	INTAKE, SW-509	EA	9.000	\$7,500.00	\$67,500.00
2435-0254500	INTAKE, SW-545	EA	2.000	\$7,200.00	\$14,400.00
2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	LF	2,100.000	\$7.00	\$14,700.00
2503-0110015	STORM SWR GRAVITY MAIN, TRENCHED, 15"	LF	1,000.000	\$60.00	\$60,000.00
2503-0110018	STORM SWR GRAVITY MAIN, TRENCHED, 18"	LF	41.000	\$65.00	\$2,665.00
2503-0110024	STORM SWR GRAVITY MAIN, TRENCHED, 24"	LF	110.000	\$110.00	\$12,100.00
2510-6745850	RMVL OF PAVT	SY	8,300.000	\$10.00	\$83,000.00
2511-6745900	RMVL OF SIDEWALK	SY	700.000	\$10.00	\$7,000.00
2511-7526006	SIDEWALK, PCC, 6"	SY	1,130.000	\$70.00	\$79,100.00
2523-0000100	LIGHTING POLE	EA	20.000	\$5,000.00	\$100,000.00
2528-8445110	TRAFFIC CONTROL	LS	1.000	\$100,000.00	\$100,000.00
2533-4980005	MOBILIZATION	LS	1.000	\$100,000.00	\$100,000.00
2599-9999005	TRAFFIC SIGNALS 	EA	1.000	\$200,000.00	\$200,000.00
PCT-000	GENERAL (000)	% of Project	1,654,533.330	10.00%	\$165,453.33
IOWA DOT				Iowa DOT Total:	\$6,853,272.22
2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	55,000.000	\$7.00	\$385,000.00
2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	9,500.000	\$10.00	\$95,000.00
2115-0100000	MODIFIED SUBBASE	CY	20,410.000	\$42.00	\$857,220.00
2121-7425010	GRANULAR SHLD, TYPE A	TON	375.000	\$55.00	\$20,625.00
2122-5190105	PAVED SHLD, PCC, 10.5"	SY	16,300.000	\$50.00	\$815,000.00
2301-1033105	STD/S-F PCC PAVT, CL C CL 3, 10.5"	SY	37,290.000	\$50.00	\$1,864,500.00
2301-4875006	MEDIAN, PCC, 6"	SY	3,310.000	\$85.00	\$281,350.00
2435-0250700	INTAKE, SW-507	EA	6.000	\$6,000.00	\$36,000.00
2435-0254100	INTAKE, SW-541	EA	3.000	\$6,000.00	\$18,000.00
2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	LF	15,600.000	\$7.00	\$109,200.00
2502-8221303	SUBDRAIN OUTLET, DR-303	EA	22.000	\$300.00	\$6,600.00
2503-0110015	STORM SWR GRAVITY MAIN, TRENCHED, 15"	LF	600.000	\$60.00	\$36,000.00
2505-4008410	STEEL BEAM G'RAIL BAR TRANS SECT, BA-201	EA	4.000	\$2,400.00	\$9,600.00
2505-4021720	STEEL BEAM G'RAIL TGNT END TERM, BA-205	EA	4.000	\$2,800.00	\$11,200.00
2510-6745850	RMVL OF PAVT	SY	51,700.000	\$10.00	\$517,000.00
2511-6745900	RMVL OF SIDEWALK	SY	85.000	\$10.00	\$850.00
2513-0001020	CONC BARRIER, BA-102	LF	2,200.000	\$100.00	\$220,000.00
2528-8445110	TRAFFIC CONTROL	LS	1.000	\$186,000.00	\$186,000.00
2533-4980005	MOBILIZATION	LS	1.000	\$186,000.00	\$186,000.00
2599-9999005	TRAFFIC SIGNALS (EB RAMPS AND RIDGEWAY AVE.)	EA	2.000	\$250,000.00	\$500,000.00
2599-9999010	TYPE 'B' SIGNING 	LS	1.000	\$50,000.00	\$50,000.00
PCT-000	GENERAL (000)	% of Project	6,481,272.220	10.00%	\$648,127.22
CITY OF HUDSON				Hudson Total:	\$174,877.78
2115-0100000	MODIFIED SUBBASE	CY	680.000	\$42.00	\$28,560.00
2121-7425010	GRANULAR SHLD, TYPE A	TON	250.000	\$55.00	\$13,750.00
2301-1033105	STD/S-F PCC PAVT, CL C CL 3, 10.5"	SY	1,800.000	\$50.00	\$90,000.00
2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	LF	840.000	\$7.00	\$5,880.00
2502-8221303	SUBDRAIN OUTLET, DR-303	EA	4.000	\$300.00	\$1,200.00
2510-6745850	RMVL OF PAVT	SY	1,800.000	\$10.00	\$18,000.00
PCT-000	GENERAL (000)	% of Project	174,877.780	10.00%	\$17,487.78
Project Total:				\$8,882,683.33	

RCB COST ESTIMATE

Black Hawk County IA 27(IA58) from US 20 to Ridgeway Avenue (Culverts)

NHSX-027-7(6)--3H-07

Item Number	Item Description	Units	Quantity	Unit Cost	Line Total
IOWA DOT (8.8%)				Iowa DOT Share:	\$18,708.35
CITY OF CEDAR FALLS (91.2%)				Cedar Falls Share:	\$193,886.52
				Ridgeway Ave. RCB Total:	\$212,594.87
2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	140.000	\$10.00	\$1,400.00
2402-2720000	EXCAVATION, CL 20	CY	1,000.000	\$22.00	\$22,000.00
2403-0100020	STRUCT CONC (RCB CULV)	CY	130.000	\$600.00	\$78,000.00
2404-7775000	REINFORC STEEL	LB	22,900.000	\$1.40	\$32,060.00
2501-8400172	TEMP SHORING	LS	1.000	\$20,000.00	\$20,000.00
2507-3250005	ENGINEER FABRIC	SY	270.000	\$3.00	\$810.00
2507-6800061	REVTMENT, CLASS E	TON	380.000	\$50.00	\$19,000.00
2599-9999010	CULVERT REMOVAL	LS	1.000	\$10,000.00	\$10,000.00
2599-9999020	STAGING	LS	1.000	\$10,000.00	\$10,000.00
2533-4980005	MOBILIZATION	% of Project	212,594.870	9.09%	\$19,324.87
Item Number	Item Description	Units	Quantity	Unit Cost	Line Total
IOWA DOT				Iowa DOT Total:	\$364,437.36
2104-2710020	EXCAVATION, CL 10, CHANNEL	CY	200.000	\$10.00	\$2,000.00
2402-2720000	EXCAVATION, CL 20	CY	1,400.000	\$22.00	\$30,800.00
2403-0100020	STRUCT CONC (RCB CULV)	CY	236.000	\$600.00	\$141,600.00
2404-7775000	REINFORC STEEL	LB	45,700.000	\$1.40	\$63,980.00
2501-8400172	TEMP SHORING	LS	1.000	\$50,000.00	\$50,000.00
2507-3250005	ENGINEER FABRIC	SY	310.000	\$3.00	\$930.00
2507-6800061	REVTMENT, CLASS E	TON	440.000	\$50.00	\$22,000.00
2599-9999010	CULVERT REMOVAL	LS	1.000	\$10,000.00	\$10,000.00
2599-9999020	STAGING	LS	1.000	\$10,000.00	\$10,000.00
2533-4980005	MOBILIZATION	% of Project	364,437.360	9.09%	\$33,127.36
				Project Total:	\$577,032.23

HWY-1 HIGHWAY COMMERCIAL ZONING DISTRICT
DEVELOPMENT AGREEMENT

This development agreement (this "Agreement") is made and entered into this 3rd day of December, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the "City", VEREIT Real Estate, L.P., a Delaware limited partnership, hereinafter called "Owner", Mills Properties LLC, a Delaware limited liability company, hereinafter called "Tenant", and Midland Atlantic Development Company, LLC, an Ohio limited liability company, hereinafter called "Developer", for the purpose of outlining procedures to be followed and requirements to be satisfied, all in connection with the development of certain land located at the southwest corner of W. Ridgeway Avenue and Iowa Highway 58, in Cedar Falls, Iowa, containing approximately 49.52 acres, more or less, said land being legally described as follows:

All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788,

AND

All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85,

hereinafter called the "Real Estate"; and

WHEREAS, it is the desire of the Owner, which owns or shall acquire the Real Estate in fee simple, the Tenant, which owns or will acquire a long-term leasehold interest in the Real Estate pursuant to a lease agreement between Owner, as lessor, and Tenant, as lessee (the "Lease"), and Developer, which has entered into or will enter into an agreement with Tenant, to develop the Real Estate within the city limits of Cedar Falls, Iowa, as part of the HWY-1, Highway Commercial Zoning District; and

WHEREAS, the Owner, Tenant, and Developer acknowledge that proposed development of the Real Estate will significantly increase vehicular traffic to and from the site as well as on adjacent public roadways and also lead to additional pedestrian and bicycle traffic, such that certain public improvements are necessary to meet public needs generated by the proposed development; and

WHEREAS, Ordinance No. 2933, a Conditional Zoning Agreement, has been approved by the City Council of the City upon its third and final consideration on November 5, 2018 (hereinafter called the "Conditional Zoning Agreement"), acknowledging that certain conditions and restrictions are reasonable to ensure the development of the Real Estate is consistent with the Comprehensive Plan, including sidewalk, street, intersection, and traffic control improvements to provide for safe and efficient pedestrian and traffic control and circulation; and

WHEREAS, it is the desire of the City of Cedar Falls to insure that said development proceeds in an orderly manner, and that the Owner, Tenant and Developer comply with all applicable city ordinances, city policies and practices, and otherwise act in conformity with public health, safety, morals and general welfare of the citizens of Cedar Falls and the general public at large, and in conformity will all applicable local, state and federal laws.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City, Owner, Tenant and the Developer (collectively the "Parties") agree as follows:

1) PRECONDITIONS TO CITY OBLIGATIONS

All of the City's obligations hereunder are conditioned upon the following:

- (a) Owner acquiring the Real Estate in fee simple, recording title to the Real Estate, and providing proof of title to the City on or before February 15, 2019; and
- (b) Tenant acquiring a long-term (25 years) leasehold interest in the Real Estate from Owner pursuant to the Lease and providing a copy of a fully executed Memorandum of the Lease to the City on or before February 15, 2019; and
- (c) Developer entering into an agreement with Tenant to develop the Real Estate consistent with this Agreement and providing proof of such agreement to the City on or before February 15, 2019.

The City shall have no obligation to take any action or provide any consideration under this Agreement until all of these preconditions are satisfied. If any of the aforementioned preconditions are not satisfied by February 15, 2019, then this Agreement shall automatically terminate without any further action by the City.

2) GENERAL

The Tenant and Developer intend to build a commercial retail development on the Real Estate, which shall initially include a 185,000 square foot Fleet Farm store along with the adjacent 72,000 square foot yard and a convenience store with gas station and carwash facilities, along with associated parking, storm water management facilities, utilities, access drives, internal drives, sidewalks and landscaping features, hereinafter called the "Initial Development", as illustrated on the site plan approved by the Cedar Falls City Council on November 5, 2018, and hereinafter called the "Site Plan". Additionally, Owner, Tenant and Developer plan to sell, lease or develop additional retail space, currently shown for illustration purposes on the Site Plan as "Future Buildings A, B, and C," and "Future Outlots". This future development will consist of any commercial use permitted in the HWY-1 District, subject to approval of a subdivision plat, site plan review and approval by the City prior to development, and compliance with all applicable laws and policies.

By its execution of this Agreement, the City hereby acknowledges and agrees that under the terms of the Lease, all development obligations with respect to the Real Estate, including those contained herein, shall be the obligation of Tenant, as lessee under the Lease. Further, by Tenant's execution of this Agreement, Tenant hereby acknowledges and agrees that it assumes and shall be responsible for all

duties and obligations of VEREIT Real Estate, L.P., as “Owner” under this Agreement (including, without limitation, any and all duties and obligations of Owner with respect to the Developer’s Contribution and under the Project Escrow Agreement (defined below)). Notwithstanding the foregoing to the contrary, by execution of this Agreement and upon becoming fee simple title holder of the Real Estate, VEREIT Real Estate, L.P. hereby agrees to join in and convey the easements and dedications to be granted to the City as contemplated in this Agreement.

3) SITE ACCESS

In order to satisfy the public need for safe and efficient pedestrian and traffic control and circulation to and from the Real Estate, it has been determined that two access points will be granted along W. Ridgeway Avenue, as shown on the Site Plan. Although this property has frontage along both Highway 58 and US Highway 20, no access will be allowed from those frontages.

4) PHASE I ROADWAY IMPROVEMENTS

The “Phase I Roadway Improvements” shall consist of improvements to the W. Ridgeway Avenue and Private Drive/Proposed Site Drive #1 intersection, and the W. Ridgeway Avenue and Nordic Drive Site Drive #2 intersection, as further described below. The City agrees to promptly commence, and thereafter, construct the Phase I Roadway Improvements in 2019, provided (and promptly upon) all of the following preconditions are satisfied:

- (a) the preconditions in Paragraph 1 are satisfied;
- (b) the City has issued a building permit to Tenant or Developer for the construction of the Initial Development proposed on the Site Plan;
- (c) the City has completed all legislative processes associated with allocating funds for the Phase I Roadway Improvements and Phase I Pedestrian Access;
- (d) the City has completed all legislative processes associated with letting bids for the Phase I Roadway Improvements and Phase I Pedestrian Access Improvements;
- (e) Pursuant to Paragraph 7 of this Agreement, the Developer’s Contribution has been deposited into the Project Escrow Account, as defined and described in the Project Escrow Agreement (defined below); and
- (f) Owner, Tenant, and/or Developer has granted to the City, at no cost to the City, all construction and maintenance easements on the Real Estate, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on the Real Estate, all as is reasonable and necessary to allow for the construction and maintenance of the Phase I Roadway Improvements and Phase I Pedestrian Access Improvements.

Precondition (f) noted above does not include the acquisition of right-of-way that may be needed on the north side of W. Ridgeway Ave., which shall be obtained by the City at its sole cost and expense. The City shall in good faith, pursue satisfaction of preconditions (c) and (d) herein.

If the Phase I Roadway Improvements have not been completed by the time an occupancy permit is requested for the first building within the Initial Development on the Real Estate, the City shall work cooperatively with the Owner, Tenant and Developer to provide safe and convenient access from W. Ridgeway Avenue to the Real Estate while the Phase I Improvements are being completed. Additionally, the City shall work cooperatively with the Developer and Tenant to allow construction on the Real Estate and fixturing/stocking of the Initial Development to occur during the City’s construction of the Phase I Roadway Improvements. Occupancy permits for business operation of the Initial Development shall not be denied or delayed due to the City’s construction of the Phase I Roadway Improvements, provided the “Developer’s Contribution” has been deposited into the Project Escrow Account.

The Phase I Roadway Improvements are generally described below and illustrated on the Site Plan. The City reserves the right to make adjustments to these listed improvements based on final design specifications so long as the scope of work and the access to be provided to the Real Estate remain substantially as outlined herein.

- W. Ridgeway Avenue and Private Drive/Proposed Site Drive #1 Intersection:
 - Construct a 2-lane roundabout. Right-of-way on the north side of W. Ridgeway Avenue shall be secured by the City of Cedar Falls to facilitate the roundabout design. Any right-of-way that is needed on the south side of W. Ridgeway Avenue to facilitate the roundabout design shall be dedicated to the City by the Owner, Tenant or Developer at no cost to the City.
- W. Ridgeway Avenue and Nordic Drive / Development Site Drive #2 Intersection:
 - Upgrade to a full operational and signalized intersection at the intersection of W. Ridgeway Avenue and Nordic Drive / Development Site Drive #2. A temporary signal may be installed until the Phase II Roadway Improvements are completed.
- Any right-of-way along the South side of W. Ridgeway Avenue and along the west side of Highway 58 that is reasonable and necessary to complete the Phase I and Phase II Roadway Improvements shall be dedicated to the City by the Owner, Tenant and/or Developer within 30 days of written notice from the City, at no cost to the City.
- Any temporary construction or permanent access and utility easements on the Real Estate that is reasonable and necessary for the Phase I Roadway Improvements shall be granted by the Owner, Tenant and/or Developer to the City (so long as the same do not encroach into the building pad for the convenience store building or gas station canopy or signage location as shown on the approved Site Plan). Such easements shall be granted to the City by the Owner, Tenant and/or Developer at no cost to the City in a form reasonably acceptable to the City, Owner, Tenant and Developer. Acceptance of the form of easements on the part of the Owner, Tenant, and Developer shall not be unreasonably withheld.

5) PHASE II ROADWAY IMPROVEMENTS

The “Phase II Roadway Improvements” shall consist of improvements along W. Ridgeway Avenue, from Nordic Drive to the Highway 58 intersection. Any improvements within the Highway 58 right-of-way will be coordinated with the Iowa Department of Transportation and may require its approval. It is anticipated that the Phase II Roadway Improvements will occur after the Phase I Roadway Improvements are completed, and construction is anticipated in 2020 or 2021; however, this is a preliminary date only. The City’s obligation to construct the Phase II Roadway Improvements is conditioned on the satisfaction of all of the following preconditions:

- (a) the preconditions in Paragraph 1 are satisfied;
- (b) completion of the Initial Development as set forth in the Site Plan and the issuance of a certificate of occupancy related thereto;
- (c) the receipt of approval from the Iowa Department of Transportation for the completion of the Phase II Roadway Improvements, if necessary;
- (d) the completion of the Phase I Roadway Improvements;
- (e) the City has completed all legislative processes associated with allocating funds for the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements;
- (f) the City has completed all legislative processes associated with letting bids for the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements;

- (g) Pursuant to Paragraph 7 of this Agreement, the Developer's Contribution has been deposited into the Project Escrow Account, as defined and described in the Project Escrow Agreement (defined below); and
- (h) Owner, Tenant, and/or Developer has granted to the City, at no cost to the City, all construction and maintenance easements on the Real Estate, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on the Real Estate, all as is reasonable and necessary to allow for the construction and maintenance of the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements.

Precondition (h) noted above does not include acquisition of right-of-way that may be needed on the north side of W. Ridgeway Ave. or on the east side of Hwy. 58 which shall be obtained by the City at its sole cost and expense. The City shall in good faith, pursue satisfaction of preconditions (e) and (f) above.

The Phase II Roadway Improvements to be completed are generally described below and illustrated on the Site Plan. The City reserves the right to make adjustments to these listed improvements based on final design specifications; so long as the scope of work and the access to be provided to the Real Estate remain substantially as outlined herein.

- Any necessary upgrades to the traffic signals at the intersection of W. Ridgeway Avenue and Highway 58.
- Install dual left turn lanes along eastbound W. Ridgeway Avenue.
- Install right turn lane along eastbound W. Ridgeway Avenue.
- Install dual left turn lanes along westbound W. Ridgeway Avenue at Nordic Drive.
- Install right turn lane along westbound W. Ridgeway Avenue at Nordic Drive.
- Install any retaining walls necessary along W. Ridgeway Avenue and/or Highway 58 to support the roadway improvements and the required public sidewalk.
- Reconstruct culverts, as necessary.
- Any additional right-of-way along the south side of W. Ridgeway Avenue or west side of Highway 58 adjacent to the Real Estate that is reasonable and necessary to facilitate the Phase II Roadway Improvements shall be dedicated to the City by the Owner, Tenant and/or Developer within 30 days of written notice from the City, at no cost to the City.
- Construction of the Phase II Roadway Improvements shall be completed by City and/or IDOT at no additional cost to Owner, Tenant or Developer, beyond their obligations as set forth in this Agreement.
- Any temporary or permanent easements on the Real Estate that is reasonable and necessary that may be needed for the Phase II Roadway Improvements shall be provided to the City by the Owner, Tenant and/or Developer at no cost to the City within 30 days of written notice from the City, and shall be granted in a form reasonably acceptable to the City, Owner, Tenant and Developer. Acceptance of the form of easements on the part of the Owner, Tenant, and Developer shall not be unreasonably withheld. The City, Owner, Tenant, and Developer will work together to minimize impacts to the planned improvements on the Real Estate.

6) PEDESTRIAN ACCESS

Per City site plan requirements, a 5-foot wide public sidewalk shall be installed along W. Ridgeway Avenue from the northwest corner of the Real Estate to the corner of Highway 58. Also, crosswalks shall be installed across W. Ridgeway Avenue at Site Drive #2 and at Site Drive #1 to connect the public sidewalk to the recreational trail along the north side of W. Ridgeway Avenue. The installation of the sidewalk from the northwest corner of the property to Nordic Drive, and associated crosswalks ("Phase I Pedestrian Access

Improvements”), shall be completed by the City in conjunction with the Phase I Roadway Improvements in 2019, subject to satisfaction of all of the preconditions set forth in Paragraph 4 above. Subject to satisfaction of all of the preconditions set forth in Paragraph 5 above, the installation of the sidewalk from Nordic Drive to Highway 58 (“Phase II Pedestrian Access Improvements”) shall be completed by the City in conjunction with the Phase II Roadway Improvements, notwithstanding the requirement in paragraph 3(d) of the Conditional Zoning Agreement that specifies that said sidewalk shall be completed by the Applicant or then-Tenant prior to issuance of an occupancy permit for the first building constructed on the development site. Any right-of-way on the south side of W. Ridgeway Avenue or the west side of Highway 58 that is needed to complete the sidewalk with a 10-foot wide parkway buffer between the street and sidewalk shall be dedicated to the City by the Owner, Tenant or Developer at no cost to the City. The Pedestrian Access described in this paragraph shall be constructed by the City and paid for using the funds that the Developer pays to the City as described in Paragraph 7. The City agrees that the Conditional Zoning Agreement has been fully complied with in this respect, and the Owner, Tenant and Developer agree to this procedure, and the parties waive any variation between the Conditional Zoning Agreement with respect to construction of the public sidewalk.

7) COST OF PUBLIC IMPROVEMENTS

The total cost of constructing the Phase I and Phase II Roadway Improvements and Phase I and Phase II Pedestrian Access Improvements (together, hereinafter, “Public Improvements”) is estimated to be \$4,065,000.00. The Developer, Owner, or Tenant shall contribute the total sum of \$1,708,000.00 (the “Developer’s Contribution”) towards the total cost of Public Improvements. Although the actual total cost of Public Improvements cannot be ascertained at this time (and may be more than the estimated amount or less than the estimated amount), the parties agree that the funds paid by the Developer constitute a good faith estimate of the Owner, Developer, and Tenant’s equitable share of the cost of the Public Improvements, which are deemed necessary to provide for safe and efficient traffic control and circulation as well as pedestrian safety to serve the long term needs caused by the development of the Real Estate under HWY-1 Zoning. The Parties agree that simultaneous to their execution of this Agreement, they shall execute the Project Escrow Agreement attached hereto as Exhibit A (the “Project Escrow Agreement”). Prior to the City Council’s acceptance and approval of the plans for the Phase I Roadway Improvements, Owner, Developer, or Tenant shall deposit the Developer’s Contribution in the Project Escrow Account as defined and described in the Project Escrow Agreement to be accessed by the City to fund the Public Improvements consistent with the terms of the Project Escrow Agreement and this Agreement. If payment of the Developer’s Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the parties agree that the Owner, Tenant, and Developer shall then be in substantial and material breach of this Agreement, in which case any and all building permits previously issued for any development on the Real Estate may be immediately revoked by the City in its absolute discretion, and no occupancy permit shall be granted for any development on the Real Estate, until payment of the Developer’s Contribution is made in full. Also, in such case the Public Improvements may not, in City’s sole discretion, be constructed until the Developer’s Contribution is paid into the Project Escrow Account in full. The City shall use the Developer’s Contribution as follows:

- The City shall have sole access to Developer’s Contribution immediately upon deposit, and said funds shall be used in the City’s absolute discretion at any time, but solely and exclusively for the cost of the Public Improvements.
- Developer’s Contribution shall remain in the Project Escrow Account and available for use by the City to fund the Public Improvements, regardless of whether or not initial or future development of the Real Estate as described herein, or any other development of the Real Estate, is completed.

Interest earned on the Developer’s Contribution funds while in the Project Escrow Account shall be added to the funds available to the City for construction costs of all Public Improvements.

The payment of Developer’s Contribution required under this Agreement shall not be increased or decreased, regardless of the actual total cost of Public Improvements; and such amount shall be the complete, final, and only amount Owner, Tenant or Developer, shall pay for completion; design; and construction of the Public Improvements. Any and all remaining cost shall be paid for by the City.

Owner, Tenant, and Developer recognize and agree the Public Improvements shall be owned by the City and that Owner, Tenant, and Developer shall not have any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Public Improvements.

8) CONDITIONAL ZONING AGREEMENT

The Conditional Zoning Agreement recited above provides that the improvements described in this Agreement as Public Improvements must be completed prior to the issuance of an occupancy permit for any development on the Real Estate. The parties agree that said Public Improvements may be phased and completed as outlined herein notwithstanding the stated timing of the improvements in the Conditional Zoning Agreement. In addition, the Conditional Zoning Agreement provides that the improvements described in this Agreement as Public Improvements shall be specified and delineated in a development agreement prior to approval of the first site plan for development of the Real Estate. The parties agree that the first site plan for development of the Real Estate could be submitted to the City Council of the City prior to approval of this Agreement, but only if approval of the site plan was conditioned upon approval of this Agreement.

9) WETLANDS

The City agrees to be a joint applicant with the Owner, Tenant or Developer on any wetland permits that may need to be obtained as a result of the construction of the Public Improvements. Any mitigation required due to impacts to the wetlands shall be completed and paid for by the City using the funds that the Developer pays to the City as described in Paragraph 7.

10) COSTS AND EXPENSES OF DEVELOPMENT

Costs associated with the development of the Real Estate, including, sanitary sewer, city water, electric, gas, communication and other utilities connections and services, landscaping, internal sidewalk network, signage, storm water management, site development, subdivision, platting and all other development expenses, shall be at no cost to the City, except for the Public Improvements described herein.

11) EASEMENTS

All easements delineated on the approved Site Plan must be legally described and recorded prior to issuance of an occupancy permit for the first building constructed on the Real Estate. This may be accomplished through a subdivision platting process.

12) COMPLIANCE WITH ORDINANCES AND OTHER LAWS

In connection with all aspects of the development of the Real Estate, whether specifically described in this Agreement, or otherwise, the Owner, Tenant and Developer shall fully comply with all applicable provisions and requirements of the Code of Ordinances policies and practices of the City of Cedar Falls, Iowa, and, to the extent applicable, with all provisions of local, state and federal laws and regulations.

13) AMENDMENTS

This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

14) SUCCESSORS AND ASSIGNS

This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15) NON-WAIVER

No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing, signed by the party to be bound.

16) GOVERNING LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and any disputes arising hereunder shall be heard in the Iowa District Court for Black Hawk County.

17) NOTICES

Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail or hand delivered to the other party at the respective addresses set forth below:

City: City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Developer: Midland Atlantic Development Company, LLC
8044 Montgomery Road, STE 370
Cincinnati, Ohio 45236

Tenant: Mills Properties LLC
c/o Mills Fleet Farm Group, LLC
1300 South Lynndale Drive
Appleton, WI 54914
Attention: CFO

with copy to: Mills Properties LLC
c/o Mills Fleet Farm Group, LLC
1300 South Lynndale Drive
Appleton, WI 54914
Attention: General Counsel

Owner: VEREIT Real Estate, L.P.
c/o VEREIT, Inc.
2325 E. Camelback Road, Suite 1100
Phoenix, AZ 85016
Attn: Legal Department – Real Estate

(Signature pages to follow)

THE CITY OF CEDAR FALLS, IOWA

By: James P. Brown
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____ Date: _____
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____ Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____ Date: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____
John Silverman, Executive Manager

Date: 12/3/18

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____

Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

Date: _____

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____
John Silverman, Executive Manager

Date: _____

TENANT:

Mills Properties LLC, a Delaware limited liability company

By:  _____
Tom Carrico, VP Real Estate & Const

Date: 12-4-18

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

Date: _____

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____ Date: _____
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____ Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By:  _____ Date: 12/18/18
Name: Todd J. Weiss
Title: General Counsel, Real Estate

EXHIBIT A

PROJECT ESCROW AGREEMENT

THIS PROJECT ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of the this 3rd day of December, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the "City", VEREIT Real Estate, L.P., a Delaware limited partnership, hereinafter called "Owner", Mills Properties LLC, a Delaware limited liability company, hereinafter called "Tenant", and Midland Atlantic Development Company, LLC, an Ohio limited liability company, hereinafter called "Developer". The City, Owner, Tenant, and Developer are sometimes referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties are entering into that certain HWY-1 Highway Commercial Zoning District Development Agreement contemporaneous herewith ("Agreement"), which Agreement contains defined terms that are indicated by the use of capitalization, which terms are used in this Project Escrow Agreement and have the same meaning as in the Agreement; and

WHEREAS, pursuant to the Agreement, the Owner, Tenant, and Developer have agreed to contribute \$1,708,000.00 (the "Developer's Contribution") towards the total cost of Public Improvements to be constructed by the City; and

WHEREAS, the Parties desire to execute this Escrow Agreement to coordinate the payment of the Developer's Contribution and the City's use of said funds to complete the construction of the Public Improvements.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Appointment of Escrow Agent.** The Parties hereby appoint and designate Bankers Trust Company of Des Moines, Iowa, as the escrow agent ("Escrow Agent") for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

2. **Receipt of Escrow Deposit.** On or before the date upon which the City Council accepts and approves the construction drawings for the Phase I Roadway Improvements, the Owner, Tenant, or Developer will deposit \$1,708,000.00 with the Escrow Agent (the "Escrow Deposit"). The entire Escrow Deposit and all interest and other earnings thereon shall be deposited into one account (the "Project Escrow Account"). The funds and other property held in the Project Escrow Account shall not be subject to a lien or attachment by any creditor of any Party hereto and, except as provided in Section 5 below, shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any Party hereto owing to the Escrow Agent in any capacity. Notwithstanding the foregoing, if the

Project Escrow Account shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of funds held in the Project Escrow Account shall be stayed or enjoined by any court order, or any court order shall be made or entered into affecting the Project Escrow Account, or any part thereof, the Escrow Agent is hereby expressly authorized to obey and comply with such judicial process or court order. In the event the Escrow Agent obeys or complies with any judicial process or court order, it shall not be liable to any firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such court order.

3. **Investment of Escrow Deposit.** The Escrow Deposit shall be invested by the Escrow Agent in a money market fund which invests solely in U.S. government obligations and securities and repurchase agreements secured thereby, including those maintained by the Escrow Agent or its affiliates. All interest and income earned and collected on the Escrow Deposit shall be added to the Escrow Deposit and released as set forth in Section 5.

4. **Accounting.** Within five (5) Business Days after the end of each calendar quarter, Escrow Agent will provide to the Parties an accounting in reasonable detail of the receipts and disbursements of the Project Escrow Account.

5. **Release of Funds.**

(a) If the City determines in good faith that it is entitled to funding from the Project Escrow Account pursuant to the terms of the Agreement (a "Claim"), then the City shall deliver to the Escrow Agent and the Developer a written request for the payment of such Claim (a "Payment Request"). A Payment Request shall specify in reasonable detail the facts and circumstances with respect to the subject matter of such Payment Request and the amount of the Claim. Within seven (7) calendar days after Developer receives a Payment Request, Developer shall deliver to the Escrow Agent and the City a written notice (a "Response Notice") stating whether Developer objects to the payment of all or any portion of the Claim specified in the Payment Request. If Developer does not deliver a Response Notice within 7 days after the receipt of a Payment Request, it will be deemed not to have objected to any portion of the amount of the Claim set forth in the Payment Request and the Escrow Agent shall pay such amount to the City. For purposes of determining expiration of the 7-day period provided for in the preceding sentence, Escrow Agent shall conclusively presume that any Payment Request delivered to it was simultaneously delivered to Developer. The Escrow Agent must pay any Claim even if disputed by Developer unless (i) the City delivers a written notice to the Escrow Agent within 7 days stating that City has withdrawn all or any portion of its Claim or (ii) Developer delivers to the City and Escrow Agent a copy of an order from a court of competent jurisdiction prohibiting payment of all or a portion of such a Claim.

(b) If the Escrow Agent receives a Payment Request and the Request is not withdrawn by the City and no court order exists prohibiting payment of the Claim, then the Escrow Agent shall deliver to the City the amount (the "Payment Amount") indicated in such Payment Request within 21 days of receiving the Payment Request.

(c) This Escrow Agreement will terminate and any remaining funds in the Project Escrow Account will be returned to Developer upon the earlier of: (1) all funds in the Project Escrow Account have been released to the City; or (2) the City certifies in writing that the Agreement has been terminated or that all costs of the Public Improvements have been paid in full.

(d) Prior to final distribution by Escrow Agent of the remaining funds in the Project Escrow Account, Escrow Agent shall be entitled to deduct from such final distribution any unpaid fees and expenses (including court costs and reasonable attorneys' fees) payable to Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

6. Indemnification of the Escrow Agent.

(a) From and at all times after the date of this Agreement, each of the Parties shall, jointly and severally and to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent (collectively, the "Escrow Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Escrow Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, any of the Parties, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, without limitation, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Escrow Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Escrow Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted primarily from the negligence, gross negligence or willful misconduct of such Escrow Indemnified Party. Each Escrow Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and each Party shall pay and equal share of the reasonable fees of such counsel upon request of the Escrow Agent. The obligations of the Parties under this Section 6 shall survive any termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

(b) The Parties agree that none of the establishment of the Project Escrow Account, the making of the Escrow Deposit, the making of disbursements by the Escrow Agent to Developer or the City hereunder, the payment by a Party of any claim by the Escrow Agent for indemnification hereunder nor the disbursement of any amounts to the Escrow Agent from the Escrow Deposit in respect of a claim by the Escrow Agent for indemnification shall impair, limit, modify, or affect, as between the Parties, the respective rights and obligations of the Parties under the Escrow Agreement.

7. Resignation of the Escrow Agent. The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a

successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The terminated or resigning Escrow Agent shall transmit all records pertaining to the Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

8. Taxes. The Escrow Agent does not have any interest in the Escrow Deposit but is serving as escrow holder only and only has possession thereof. For U.S. federal and applicable state income tax purposes, Developer, Owner, Tenant, whichever entity makes the Escrow Deposit, shall be treated as owning the Project Escrow Account and shall include any and all interest earned on the Escrow Deposit in its gross income for all U.S. federal and applicable state income tax purposes. The Escrow Agent shall file IRS Forms 1099 INT consistent with such treatment. The Parties hereto acknowledge that any payments of any amounts from the Project Escrow Account pursuant to this Agreement shall be subject to withholding tax regulations then in force with respect to U.S. federal income taxes.

9. Notices.

(a) All notices and other communications required or permitted pursuant to this Agreement shall be in writing and be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or five (5) Business Days after the date mailed by certified mail, return receipt requested, postage prepaid.

(b) A notice must be addressed to a Party at the Party's last known address set forth below. Any Party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

City: City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Developer: Midland Atlantic Development Company, LLC
8044 Montgomery Road, STE 370
Cincinnati, Ohio 45236

Tenant: Mills Properties LLC
c/o Mills Fleet Farm Group, LLC
1300 South Lynndale Drive
Appleton, WI 54914
Attention: CFO

with copy to: Mills Properties LLC
c/o Mills Fleet Farm Group, LLC
1300 South Lynndale Drive
Appleton, WI 54914
Attention: General Counsel

Owner: VEREIT Real Estate, L.P.
c/o VEREIT, Inc.
2325 E. Camelback Road, Suite 1100
Phoenix, AZ 85016
Attn: Legal Department – Real Estate

Escrow Agent: Diana Van Vleet, CCTS
Vice President & Corporate Trust Officer
Bankers Trust
453 7th Street
Des Moines, IA 50309
dvanvleet@bankerstrust.com
515-245-2951

10. Successors and Assigns; Assignment. This Escrow Agreement shall be binding on and inure to the benefit of each Party hereto and its respective successors and assigns. The Parties may assign rights under this Escrow Agreement only to the same extent they are permitted to assign their rights and obligations under the Agreement.

11. Miscellaneous. This Escrow Agreement, together with the schedules and annexes attached hereto and, with respect to the Parties, the Agreement, embody the entire agreement and understanding of the parties concerning the Escrow Deposit. As between the Parties hereto, other than Escrow Agent, in the event of any conflict of the terms of this Escrow Agreement with the terms of the Agreement, the terms of the Agreement shall control and prevail. This Escrow Agreement may be amended only by a writing signed by each Party hereto. The headings in this Escrow Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Escrow Agreement. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of laws principles thereof. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

12. **Escrow Agent's Fees.** Reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

THE CITY OF CEDAR FALLS, IOWA

By: James P. Brown
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____ Date: _____
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____ Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____ Date: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____
John Silverman, Executive Manager

Date: 12/3/18

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____

Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

Date: _____

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____ Date: _____
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By:  _____ Date: 12-4-18
Emiliano VP Real Estate and Construction

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: _____ Date: _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

EXHIBIT 1 TO ESCROW AGREEMENT – FEE SCHEDULE

12. **Escrow Agent's Fees.** Reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

DEVELOPER:

Midland Atlantic Development Company, LLC,
an Ohio limited liability company

By: _____
John Silverman, Executive Manager

Date: _____

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: _____

Date: _____

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By:  _____
Name: Todd J. Weiss
Title: General Counsel, Real Estate

Date: 12/18/18

AGREEMENT OF ESCROW AGENT

The undersigned hereby agrees to act as Escrow Agent for the purposes set forth in this Escrow Agreement, and agrees to perform its duties and responsibilities pursuant to the instructions and the other terms and conditions of this Escrow Agreement.

By: Diana Van Vleet
Diana Van Vleet, CCTS, Vice President & Corporate Trust Officer

Date: 12-3-18

Exhibit 1



**PROJECT/DISBURSEMENT
ESCROW AGENT FEE SCHEDULE**

ADMINISTRATION FEE

\$500 Initial

\$500 Annual Fee

ADDITIONAL SERVICES

- | | |
|--|---|
| <ul style="list-style-type: none"> • Purchase of Securities by BTC <ul style="list-style-type: none"> ○ SLGs ○ CDs • Paying Costs of Issuance | <p>\$200 one-time fee</p> <p>\$500 one-time fee</p> |
|--|---|

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.





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
FROM: Robyn Cusmano, Housing Program Specialist
DATE: October 3, 2022
SUBJECT: 2022 Payment Standards for the Section 8 Housing Choice Voucher Program

INTRODUCTION

The Housing Choice Voucher Program, commonly known as Section 8, is a federally funded program administered by the City’s Housing Office that provides rental assistance to lower income individuals and families in need of adequate housing. For families to be successful in finding quality housing, the program adopts payment standards that are based on the Fair Market Rents (FMR) for our area, which are determined annually by the U.S. Department of Housing and Urban Development (HUD). The payment standard is the maximum amount of rental assistance the Housing Office can provide. HUD requires that payment standards be within 90% to 110% of the published FMR for the Waterloo-Cedar Falls metro area. HUD recently released its Fair Market Rents for 2022. The FMR for the Waterloo-Cedar Falls metro area increased for all unit sizes.

ANALYSIS

The table below compares the current payment standards and FMR with what is proposed for 2022.

HCV PROGRAM - CURRENT VERSUS PROPOSED PAYMENT STANDARDS					
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed
Current payment standard	\$651	\$737	\$922	\$1222	\$1554
2021 FMR	\$611	\$707	\$889	\$1178	\$1499
Proposed 2022 payment standard	\$691	\$814	\$1027	\$1365	\$1750
2022 FMR	\$629	\$740	\$934	\$1241	\$1591

In 2021, the FMR determined by HUD, seemed to be on the low side for rents in Cedar Falls. The increase in the 2022 FMR is more aligned with the current housing market in Cedar Falls and will allow current and future participants a better chance of finding suitable housing. Historically, the City has opted to utilize a 110% standard for one to four bedroom units, given the city’s relatively higher cost rental market within the metro area. Staff recommends continuing with that practice.

RECOMMENDATION:

At their September meeting, the Housing Commission recommended approval of the new payment standards at 110% of the FMR for 2022, as noted in the table above.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM *Administration*

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: September 23, 2022

SUBJECT: Setting the Public Hearing for proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances

The City Council directed staff to prepare amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. Both sections pertain to a voting threshold by the City Council should the Planning & Zoning Commission recommend denial of said amendment.

Background

Chapter 18 of the Municipal Code of Ordinances is related to Planning. Article II addresses the Planning and Zoning Commission. Section 18-23 details their powers and duties. In Section 18-23(5) it states that a comprehensive plan amendment must have a 2/3 majority vote by Council in the event the Planning & Zoning Commission recommends denial.

Chapter 26 of the Municipal Code of Ordinances is the Zoning Ordinance. Article I covers several general terms, with Section 26-4 addressing amendments to Chapter 26. In Section 26-4(c) it states that amendments require a favorable vote of at least 2/3 of the City Council in the event the Planning & Zoning Commission recommends denial. Zoning amendments include both text amendments and map amendments of the zoning ordinance. A text amendment is a change to a regulation, such as a change to building height or setback requirements. A map amendment is a change to the zoning map and is typically referred to as a rezoning. An example would be a property owner asking to rezone their property from A-1 to R-1, to potentially subdivide the property for future homes and public infrastructure. If approved, the zoning map is amended to reflect the new zoning designation of R-1.

In the Community Development Committee meeting on September 19, 2022, staff noted a history of local discussion on this topic of the Council's voting threshold in the event the Planning & Zoning Commission (P&Z) recommends denial. It was first discussed by P&Z in late 1998. At that time, P&Z felt the requirements were appropriate and no recommendation for change advanced to City Council. It was discussed again in 2002-2003. The Planning & Zoning Commission recommended amending the comprehensive plan super majority to a 3/4 vote to match the requirement on the zoning chapter of a 3/4 majority vote. The City Council discussed and then passed an ordinance changing both sections to a simple majority vote by Council in the event P&Z recommended denial. The Mayor vetoed these ordinances. The City

Council failed to override this veto and then unanimously passed an ordinance amending the zoning chapter to a 2/3 majority vote. This is the ordinance in place today. Both the zoning chapter and the planning chapter of our Municipal Code of Ordinances are consistent requiring a 2/3 majority vote in the event the Planning & Zoning Commission recommends denial.

Following is recent research staff conducted on several Iowa communities regarding the voting threshold for Council when the Planning & Zoning Commission recommends denial of a zoning amendment.

City	Type of Zoning Amendment (Text or Map)	Supermajority Vote	Supermajority	
			2/3	3/4
Ames	Any	No		
Cedar Falls	Any	Yes	✓	
Cedar Rapids	Any	No		
Des Moines	Text	No		
	Map	Yes		✓
Dubuque	Any	Yes		✓
Mason City	Any	No		
Iowa City	Any	No	Joint meeting required	
Waterloo	Any	Yes		✓

Evaluation

It is suspected that when the zoning ordinance was adopted in 1970, the mandatory voting requirement relative to the Planning & Zoning Commission recommendation was established to match the State Code requirement. In 2003, Cedar Falls amended the zoning chapter to reduce the majority vote from 3/4 to 2/3. In reviewing additional materials from that amendment, the Mayor's 2003 veto memo explained that the majority of municipalities surveyed used a super majority requirement for zoning issues (attached).

Following are some points of consideration staff identified related to the current proposal to amend to a simple majority vote on both comprehensive plan (§18-23(5)) and zoning amendments (§26-4(c)).

- City Council's vote is totally independent of P&Z in every situation (regardless of a recommendation for approval or denial).
- Change aligns with State Code. (At some point in the past, super majority requirements were removed.)
- Change appears to align with some other Iowa communities.
- P&Z's role is devalued from its current status. (Often P&Z methodically reviews proposals over several meetings that typically include unlimited citizen comment periods and a thoughtful discussion among Commissioners and citizens.)
- Changing at this time may be tied to a specific issue, not a documented trend over time.

- Comprehensive Plans and Zoning Ordinances are intended to provide stability in the market due to the predictability their regulation can provide. Sometimes changes can be contentious and a simple majority Council vote could lend to regulations more easily flipping back and forth with changes in Council. Another scenario could be on-going discord on a matter, as a simple majority vote can be vetoed by the Mayor.

A situation that continues to be in our Zoning Ordinance and mandated by State Code applies to a protest petition by nearby residents. Our code states in Section 26-4(c): “.... In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council....”

At the September 19, 2022, Committee meeting, concern was expressed that P&Z may not be engaged in the referral process or fully considering the referrals. Following is a review of the referrals made related to the Downtown Character District in 2022 and P&Z’s consideration of them:

- Eliminate Shared Parking – On January 18, 2022, Council specifically referred eliminating shared parking requirements in the CD-DT. The Planning & Zoning Commission discussed the matter at their January 26, 2022 meeting and held a public hearing on February 9, 2022, recommending against eliminating it. On March 7, 2022, the City Council vote did not meet the 2/3 super majority to override P&Z’s recommendation of denial, therefore it did not advance.
- Increase private parking requirements for residential uses – On January 18, 2022, Council made a general referral to review the residential parking requirement, with consensus to have P&Z consider 1 parking space per bedroom and at least one space per unit. P&Z discussed this, recommending a compromise to increase it from .5/BR to .75/BR but not less than 1 space per unit. Council passed this ordinance change in April 2022.
- Missing Middle Housing – Council discussed in March 2022, with no further referral on the topic.
- Accessory Dwelling Units – Council discussed in March 2022, with no further referral on the topic.
- Site Plan Review– On February 7, 2022, Council made a general referral to P&Z to further consider the appropriate cases for P&Z/Council site plan review vs. administrative (staff level) site plan review. P&Z discussed this and the initial goals from the visioning process at a March meeting, directing staff to prepare an amendment for consideration. On June 6, 2022, after considering five different options, P&Z recommended to add P&Z/Council review of new buildings in the UG, UG2 and Storefront frontages. P&Z also asked staff for monthly reports on all other projects to monitor the types of cases and consider if any future changes may be needed. At the July 18, 2022 Council meeting, this ordinance failed. A motion was then made and passed to petition P&Z to add review of any site plan expanding the floor plan or where residential is being added. After initial discussion on August 10, 2022 and a public hearing on August 24th, P&Z recommended against making these additional changes to the review process. Council postponed setting a public hearing date for the revised

ordinance until after considering whether to amend the voting threshold for Council when P&Z recommends denial.

- Shared Parking – On February 21, 2022, Council referred to P&Z a discussion on the criteria of shared parking to restrict shared parking to on-site only. On March 7, 2022, Council voted to modify this referral by including discussion of the location of allowable shared parking. June 6, 2022, Council added to that referral relative to shared parking downtown and to move discussion up on the committee schedule. The Community Relations & Planning Committee discussed it July 18, 2022, with consensus that shared parking should be referred to P&Z with consideration including but not limited to the location and time of day rules for shared parking. On August 1, 2022 it was referred back to Committee in order to clarify and be more specific about what Council was requesting P&Z to consider. At the subsequent committee meeting on August 15th, a motion was passed to request that the Planning and Zoning Commission again consider eliminating requirements for shared parking and to increase the parking requirement for multi-unit residential to 1 space per bedroom. The Planning & Zoning Commission is holding a public hearing on September 28, 2022, and a recommendation on these matters is anticipated at that meeting.
- Vinyl siding – On March 21, 2022, Council referred to P&Z the following for consideration: 1) Add an allowance for vinyl siding on any new SF dwelling, 2) Add an allowance for vinyl siding on any new residential building with less than 7 units. (duplexes, townhomes, small apartment buildings). Due to the priority of other referrals and workload, these items have not been discussed by P&Z yet. Upon completion of the above items, this will be the next topic for P&Z discussion.

Due to the length of time and complexity of the discussions/referrals, this listing may inadvertently omit an item or action. Descriptions of the discussion, actions or consensus utilize minutes from each of these meetings.

Moving Forward

As directed, staff drafted proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. They are attached to this memo. If Council decides to proceed with a change, staff asks for consideration of several additional changes to Section 18-23(5). The first is to align the public notice period with those found in the zoning chapter, to be not less than 7 days and not more than 14 days notice before the hearing. The second is, that upon removal of a Council super-majority, it does not seem necessary to dictate a super-majority Planning & Zoning Commission vote on a comprehensive plan amendment. Currently this section states a 2/3 majority vote by P&Z is required. There is no State Code requirement on a voting threshold for the Planning & Zoning Commission.

The City Attorney has advised that to change the ordinances in question, a simple majority vote is all that is required.

Attachments:

- Draft changes to City Code: Section 18-23(5) and Section 26-4(c)
- 2003 Staff Report on amendments
- June 11, 2003 Mayor veto memo

Chapter 18 PLANNING

ARTICLE II. PLANNING AND ZONING COMMISSION

Sec. 18-23. Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

- (1) The commission shall make or cause to be made such surveys, studies, maps, plans or charts of the whole or any portion of the city and of any land outside thereof which, in the opinion of the commission, bears relation to a comprehensive plan, and shall submit such plans to the council with its studies and recommendations, and it may publish the plans.
- (2) The commission shall prepare a comprehensive plan regarding the height, number of stories and size of buildings and structures, the percentage of ground that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes, and shall prepare preliminary reports and hold public meetings and hearings and submit final reports thereon and recommendations to the council, and shall, further, recommend to the council from time to time, as conditions may require, amendments, supplements, changes or modifications in any comprehensive plan prepared by the commission.
- (3) All plans, plats or replats of subdivisions or resubdivisions of land in the city or adjacent thereto, laid out in lots or plats with the streets, alleys or other portions of the subdivision or resubdivision intended to be dedicated to the public in the city, and all proposals for the vacation of a street or partial vacation of a street, alley or public ground, shall first be submitted to the commission, and its recommendations obtained before approval by the city council.
- (4) No plan for any street, park, parkway, boulevard, trafficway, riverfront or other public improvement affecting the city plan shall be finally approved by the city, or the character or location thereof determined, unless such proposal shall first have been submitted to the commission and the commission shall have had 60 days within which to file its recommendations thereon.
- (5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~ten-seven~~ and not more than ~~20-14~~ days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of ~~not less than two-thirds~~ a majority vote of all of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. ~~Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council. may be approved by a majority vote of all of the members of the council. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the council. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.~~

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- (6) The commission may employ such technical assistance as it deems necessary, subject to budgetary limitations. Such assistance may be in the form of secretarial, consultant or legal service. The commission should, as a matter of policy, invite such assistants, the zoning administrator and the city engineer, or their representatives, to regularly attend meetings of the commission and to offer information or make suggestions regarding items under consideration.
 - (7) The city council may annually appropriate a sum of money from the general funds for the payment of the expense of the commission. The commission shall have full, complete and exclusive authority to expend for and on behalf of the city all sums of money so appropriated.
 - (8) The commission, each year, shall make a report to the mayor and city council of its proceedings, with a full statement of its receipts and disbursements and the progress of its work for the preceding fiscal year.
 - (9) The commission shall adopt such rules and regulations governing its organization and procedure as may be deemed necessary.
 - (10) The commission shall have all other powers and duties providing for planning and zoning commissions in Iowa Code ch. 414.

(Code 2017, § 21-30)

Chapter 26 - ZONING

ARTICLE I. - IN GENERAL

Sec. 26-4. Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.
- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairperson, vice-chairperson or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.
- (c) ~~In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds of all the members of the city council.~~ In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of the ordinance from which this chapter is derived.

- (e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

(Ord. No. 2922, § 1(29-4), 5-7-2018)

P42 12-18-02

Zoning Ordinance Amendment, Section 29-4, Voting

REQUEST: Request to approve a Zoning Ordinance Amendment, Section 29-4, relative to mandatory voting requirements for Zoning Ordinance Amendments.

PETITIONER: City of Cedar Falls Department of Developmental Services.

PROPOSAL: It is proposed to change the voting requirements for the City Council outlined in Section 29-4 of the Zoning Ordinance in the event of a recommendation of denial by the Planning and Zoning (P&Z) Commission relating to a Zoning Ordinance amendment. Currently the voting requirement to override a P&Z Commission recommendation of denial is a 3/4 vote (super-majority) by the Council (or six out of seven Council members). A similar mandatory voting requirement relating to Schematic Land Use Map Amendments (Section 21-30) requires a 2/3 City Council vote (5 out of 7 Council members) in the event of a P&Z recommendation of denial of a Land Use Map Amendment. These two separate voting requirements (2/3 vs. 3/4) can occur on the same Zoning Ordinance amendment (i.e. rezoning of property), which can create a confusing voting scenario.

BACKGROUND: The Zoning Ordinance outlines procedures for amending the Zoning Ordinance, including description of public notice requirements and also description of various mandatory voting requirement scenarios. Some of these requirements are mandated by State Code (section 414.5). Minimum State Code requirements cannot be altered. However, there are certain components of the City Zoning Ordinance that can be amended in order to reduce any potential voting confusion in the event of certain Zoning Ordinance amendments.

Zoning Ordinance amendments take two separate forms. In one case, an Ordinance Amendment can involve a simple revision to the Zoning Ordinance text, such as changing the rules for parking regulations or sign regulations or building setback regulations in a certain Zoning District. These are "text changes," but are also "Zoning Ordinance Amendments." Another typical Ordinance Amendment is when land within the City is rezoned from one zoning district classification to another (i.e. A-1 to R-1, or MU to PC-2). These types of amendments are also controlled by rules outlined in Section 29-4. In both cases the City is required to publish a public notice in the local newspaper at least seven days but no more than fourteen days before the

date of the public hearing by the Commission. There is no requirement in the Code to notify property owners or provide any other type of public notice; however, City staff will typically make efforts to notify nearby property owners in the case of a rezoning request and may post a sign near the property in question as another form of "public notice." However, these measures are not required by Code.

The Code explains in detail the voting requirements for the City Council where the ordinance amendment (i.e. rezoning) is opposed by the owners of 20% or more of the property which is located within 200 feet of the boundary of the property under consideration. This particular provision (20% of property owners within 200 feet) is found in the State Code (section 414.5) and cannot be amended. In this event (objections from 20% of property owners within 200 feet) State Code mandates a 3/4 vote by the City Council in order to approve said amendment. In this case even if the Planning and Zoning Commission recommends approval of the proposed amendment but the 20%/200 ft. objection standard is satisfied the 3/4 vote requirement by the City Council is still mandated.

This particular Zoning Code requirement (Section 29-4) also mandates a 3/4 vote by the City Council (six out of seven Council members) in the event that the Planning and Zoning Commission recommends denial of the amendment. This provision is not mandated by State Code. It is suspected that when Section 29-4 was adopted in 1970 along with the rest of the Zoning Ordinance the mandatory voting requirement relative to P&Z recommendation was established to "match" the State Code requirement relative to adjacent property owner objections (i.e. 20%/200 ft.). In other words, the Planning and Zoning Commission recommendation on zoning matters, particularly rezoning of property, imposes a heavy burden upon the City Council to override.

In addition to this particular voting standard found in the Zoning Ordinance, there is another section of the City Code, Section 21, which outlines the duties and responsibilities of the Planning and Zoning Commission. This section also outlines mandatory voting requirements relative to adoption or amendment of the City Comprehensive Plan, or parts thereof. Section 21-30-5 describes public notice requirements and voting

requirements for amendments to the Comprehensive Plan. Typically, an amendment to the Comprehensive Plan involves amendments to the City Schematic Land Use Map in some rezoning applications. In this case if the Commission recommends denial of said proposed amendment the City Council can override the recommendation only with a 2/3 vote (five out of seven Council members).

There are a number of scenarios that can occur in any given property rezoning request. The majority of such requests (i.e. rezoning to expand the industrial park area) are non-controversial to abutting property owners and the requested change agrees with the City Plan (i.e. Land Use Map). In those cases the Commission will typically recommend approval and the City Council will be able to approve the request with a simple majority of the Council (four out of seven).

In other cases a rezoning request may agree with the Land Use Map but nearby property owners may object. This has occurred with rather routine R-1, Residential rezoning requests in areas where residential development is logically expected to occur and is shown accordingly on the City Land Use Map. In this case the Planning and Zoning Commission would not need to vote on the Land Use Map issue since the rezoning agrees with the City Plan and the Commission may logically agree to recommend approval of the rezoning. However, if abutting property owners file an objection, and if that objection meets the 20%/200 foot rule outlined in the City Code and in State Code, a 3/4 City Council vote would be mandated in order to approve the rezoning request.

In other cases the Planning and Zoning Commission might not have an issue with the Land Use Map (thus no vote required) but the rezoning request may violate some other standard, such as lack of sanitary sewer service, or perhaps due to unusual public opposition, however, objections may not satisfy the 20%/200 foot rule. If the Commission recommends denial the City Council would be forced into a 3/4 vote scenario.

The most unusual scenario is a very controversial rezoning issue that involves public opposition, a Land Use Map Amendment, abutting property owner objections that satisfy

the 20%/200 ft. rule, and the Commission recommends denial. In this case the City Council would be forced into a 2/3 vote to approve the Land Use Map (five out of seven) and a 3/4 vote to approve the rezoning (six out of seven). A majority of Council members may support the rezoning (perhaps considering the larger benefit to the entire community). There may be sufficient votes to approve the Land Use Map amendment (five) but not enough to overturn the recommendation of denial on the rezoning request (six votes required). In this scenario if five Council votes approve the Land Use Map amendment, but six votes cannot be secured to approve the rezoning, the City could find itself in a legal quandary relating to justification for denial of the rezoning. A rezoning decision must be based upon a rather narrow range of legal standards: conformance with the City Plan (i.e. City Land Use Map) or conformance with sanitary sewer policies. If in the above scenario sewer service availability is not at issue, but rather a Land Use Map issue is the sole legal foundation for approval or denial the City Council may find it difficult to legally justify approval of the Land Use Map amendment but not the rezoning request.

It is obvious in the latter voting scenario that the 2/3 voting requirement (five out of seven) is out of balance with the 3/4 voting requirement (six out of seven). It is proposed to "balance" these two requirements by reducing the current 3/4 vote requirement in the event of P&Z Commission recommendation of denial on the rezoning issue from 3/4 to 2/3. The 3/4 vote standard will still remain in place for the State Code mandated scenario where 20% of abutting property owners within 200 ft. of the rezoning boundary submit a written objection. However, if there are no abutting property owner objections the Planning and Zoning Commission recommendation of denial will force only a 2/3 vote by the City Council rather than 3/4 vote.

This particular proposal relating to 3/4 voting requirements was discussed by the Planning and Zoning Commission in 1998. At that time some members of the Commission raised the issue of "undue influence" the Commission might carry in rezoning decisions. This issue was debated at length. The Commission decided to take no action on any change to the Ordinance voting requirements at that time. However, the voting "imbalance" issue was not identified nor discussed at that time since that particular voting

scenario (2/3 vs. 3/4) had not occurred. It is now obvious from a recent potential voting scenario that it is possible that the Council could approve a Land Use Map Amendment (five votes) but be unable to approve the rezoning request (six votes), which undermines the legal basis for denial of the rezoning request. The potential for this rather unusual voting scenario illustrates the need to revise the voting requirements accordingly in order to minimize potential legal action against the City.

In addition to the legal implications of this voting imbalance, City staff continues to agree with assertions made by Commission members in 1998 that the Commission may indeed wield too much influence in zoning decisions. Rezoning requests often carry City-wide implications in terms of economic development impacts. While nearby residents may oppose certain requests, the proposed rezoning may indeed be the best path for the City to take. The best resolution for these types of decisions is to allow the City Council, to that extent possible, take action that represents the best interest of the entire City. The current 3/4 voting scenario imposes a severe limitation on the City Council's ability to act on behalf of the entire City.

**STAFF
RECOMMENDATION:**

The Department of Developmental Services recommends approval of the Zoning Ordinance amendment relative to Section 29-4, reducing the voting requirement of the City Council to 2/3 vote in order to override a recommendation of denial by the Planning and Zoning Commission. This vote revision will match the existing 2/3 vote requirement for amending the City Plan (Sec. 21-30). The current 3/4 vote requirement pertaining to abutting property owner objections (20% within 200 feet) will remain intact.



OFFICE OF THE MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5119
FAX 319-268-5126

MEMORANDUM

TO: City Council

FROM: Mayor Jon Crews 

DATE: June 11, 2003

RE: Passage of recent ordinances at June 9 City Council meeting

This communication is an official notice to City Council that, as Mayor of Cedar Falls, I am hereby issuing a written veto of Ordinance No. 2436, passed by the City Council on a simple majority vote on June 9, 2003.

I believe that, for the purpose of balance of governmental authority, the system we have had in place in Cedar Falls for the last 33 years has worked well for the benefit of all residents. The Planning & Zoning Commission spends a great deal of time reviewing and analyzing planning and zoning issues. A negative vote by that Commission, I believe, should require a slightly higher margin than a simple majority.

I am recommending that the City Council adopt a change to the Zoning Ordinance that would reduce the requirement from three-fourths to two-thirds to match the current Schematic Land Use requirement of two-thirds. That would require a vote of three council members to stop the overturning of a negative recommendation from Planning & Zoning Commission on both Schematic Land Use issues and on the Zoning issues. If the ordinances are passed and adopted as a simple majority, whoever is in the Mayor's position still could veto any City Council override of planning and zoning negative votes on zoning or schematic land use and require a two-thirds vote of the Council. This provision of State law underscores the need for a consistent two-thirds vote.

On the Zoning issue, the City Attorney has recommended that it would take a three-fourths vote of the City Council to approve a simple majority ordinance. The majority of the Council (by simple majority) has elected to act contrary to that advice. I believe we should follow the City

"OUR CITIZENS ARE OUR BUSINESS"

Attorney's advice that is supported by the City Clerk, the City Planner, and the Department Directors who oversee those divisions. They all feel that the safest approach to avoid future litigation on the legality of the ordinance is to approve the ordinance with a three-fourths vote instead of a simple majority vote.

It is clear that our current system has worked well. The majority of municipalities surveyed use a super majority requirement for zoning issues. The State requires a three-fourths vote if enough nearby residents object. Therefore, I think it is consistent to hold a higher standard than a simple majority for overturning recommendations by the Cedar Falls Planning and Zoning Commission.

Given these reasons for this veto, I hope the council and citizens will support this decision.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: September 23, 2022

SUBJECT: 27th Street Sanitary Sewer Extension District Ordinance
Division 6 added to City Code Chapter 24, Article II

With construction now completed for the 27th Street Sanitary Sewer extension, it is now necessary to update City Code in order to establish a new sanitary sewer district and tapping fee for this extension. The service area for this proposed district is shown in Exhibit 1.

The Engineering Division of the Public Works Department is proposing that a *Division 6: 27th Street Sanitary Sewer Extension*, be added to Chapter 24, Article II of the Code of Ordinances. Please see attached for this proposed addition.

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

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

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ADDING A NEW DIVISION 6, 27th STREET SANITARY SEWER EXTENSION DISTRICT, WHICH ESTABLISHES A NEW SEWER DISTRICT IN THE CITY AND PROVIDES FOR FEES FOR SEWER CONNECTION.

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

Section 1. Article II, Sewers and Sewage Disposal, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Division 6, 27th Street Sanitary Sewer Extension District, containing New Section 24-223, Establishment of District; New Section 24-224, Description of Benefited Properties; New Section 24-225, Imposition of Sewer Connection Charge; Application, and New Section 24-226, Timing of Payment of Sewer Connection Charge, as follows:

DIVISION 6. - 27th STREET SANITARY SEWER EXTENSION

Sec. 24-223. Establishment of district.

There is hereby established the 27th Street Sanitary Sewer Extension District, which may be referred to in this division as the district. The district consists of all property served and benefited by the 27th Street Sanitary Sewer Extension, which is legally described in section 24-224.

Sec. 24-224. Description of benefited properties.

The property served and benefited by the district consists of approximately 145.0 acres of property legally described as follows:

PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND PART OF

THE NORTH HALF OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

- (1) THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (2) THAT PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) LYING SOUTHWESTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (3) THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (4) THE WEST HALF OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (5) THAT PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) LYING SOUTHWESTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (6) THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (7) THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (8) THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) THEREOF.
- (9) THAT PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) LYING NORTHEASTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- (10) THE NORTH 190 FEET OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14

WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

- (11) THAT PART OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) LYING NORTHEASTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

Sec. 24-225. Imposition of sewer connection charge; application.

There is hereby imposed on each property located within the district a connection charge for connecting to the 27th Street Sanitary Sewer Extension as follows:

The owner of any property that lies within the district who wishes to connect to the 27th Street Sanitary Sewer Extension shall first make application to the city for connection. No connection shall be made until such application has been approved by the city engineer and until the required connection fee has been paid. This connection charge shall be in addition to all other fees and charges imposed by the city.

- (a) The sewer connection charge established in this division shall be in proportion to the area of the benefitted property at a rate of \$2,697.65 per acre, payable in cash.
- (b) The owner shall be solely responsible for the cost of connection, including but not limited to the cost of connecting structures.
- (c) No connection shall be made by any person except direct connection to serve property within the district.
- (d) In the event that any property within the district is subdivided and additional structures are permitted thereon, the owner of each such property shall be required to separately comply with the requirements of this section prior to connection.
- (e) If connection is made within the district to the 27th Street Sanitary Sewer Extension without application having been made therefore or without approval having been received, or without the required connection charge having been paid, then the city shall be entitled to disconnect at the property owner's cost until such time as application, approval and payment as required in this division is completed.

Sec. 24-226. Timing of payment of sewer connection charge.

Each owner or developer of property which lies within the district and who wishes to file a minor plat or final plat shall apply for connection and upon approval pay a sewer connection charge to the city prior to or at the time of minor plat or final plat approval by the city. This subsection shall be applicable to all minor plat and final plat applications related to any property located within the district filed after the effective date of this ordinance.

Sec. 24-227—24-253. Reserved

INTRODUCED: _____ October 3, 2022 _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

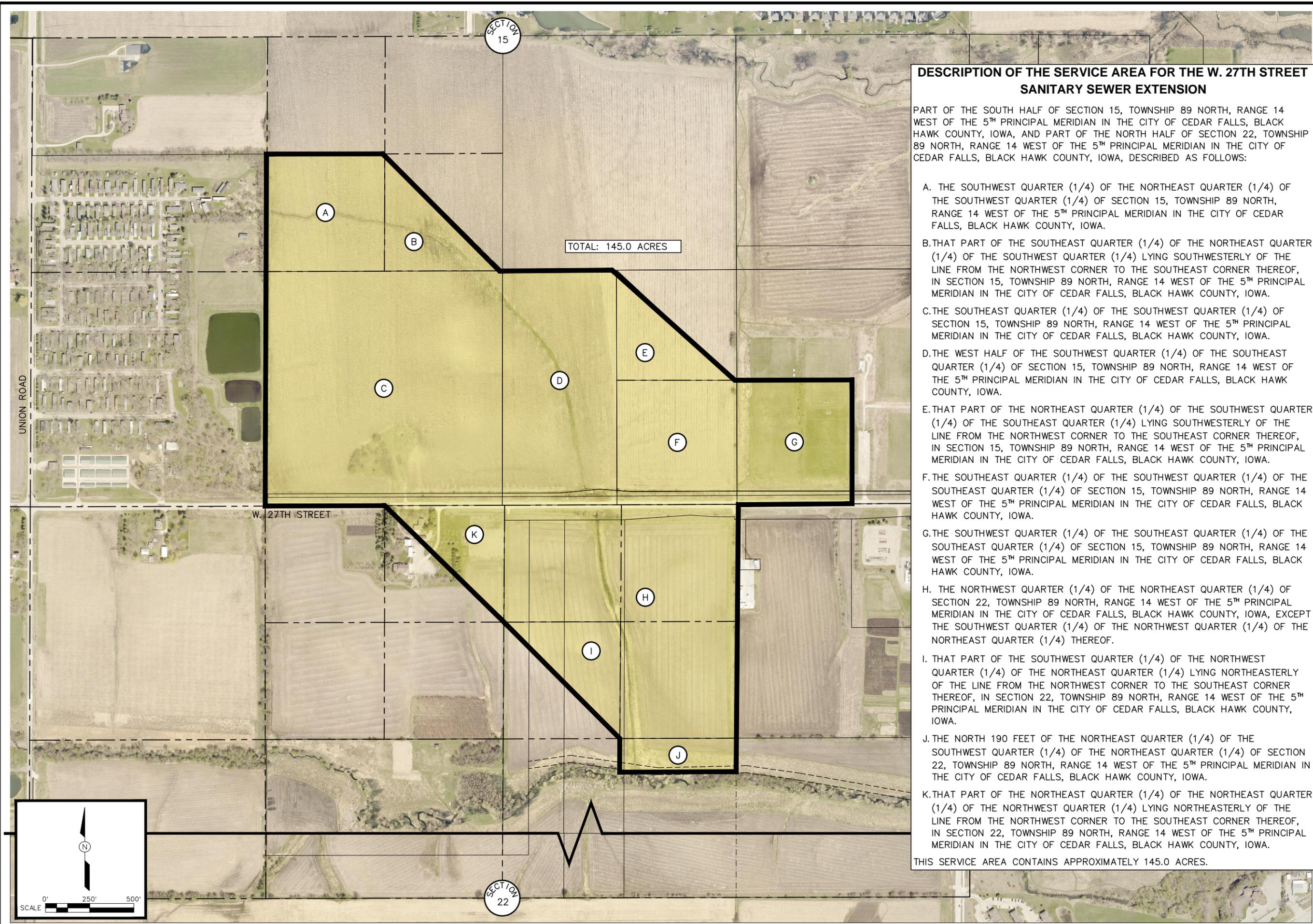
PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



**DESCRIPTION OF THE SERVICE AREA FOR THE W. 27TH STREET
SANITARY SEWER EXTENSION**

PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND PART OF THE NORTH HALF OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

- A. THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- B. THAT PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) LYING SOUTHWESTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- C. THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- D. THE WEST HALF OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- E. THAT PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) LYING SOUTHWESTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- F. THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- G. THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- H. THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) THEREOF.
- I. THAT PART OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) LYING NORTHEASTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- J. THE NORTH 190 FEET OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
- K. THAT PART OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) LYING NORTHEASTERLY OF THE LINE FROM THE NORTHWEST CORNER TO THE SOUTHEAST CORNER THEREOF, IN SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

THIS SERVICE AREA CONTAINS APPROXIMATELY 145.0 ACRES.

DRN	Mueller, Aaron	NO
DES		
CHK		
APP		

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W. 27TH STREET
SANITARY SEWER EXTENSION
SERVICE AREA EXHIBIT

DATE	8/1/2022
PROJECT NO.	60637669
MILESTONE	
SHEET NO.	148
DRAWING NO.	148

Daily Invoices for Council Meeting 10/3/22

PREPARED 09/27/2022, 11:25:08
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 02/2023

GROUP NBR	PO NBR	ACCTG PER.	CD DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND									
101-1038-441.81-32				03/23 AP 09/13/22 0397526	TUITION ASSISTANCE GETZ, JOSH	1,020.00		09/21/22	
428					TUITION REIMBURSEMENT CRIM.EVID./JUDICIAL PROC.				
					ACCOUNT TOTAL	1,020.00	.00	1,020.00	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
374				03/23 AP 09/09/22 0397489	BLACK HAWK CO.RECORDER	12.00		09/13/22	
					RCD:LIEN NTC.& PROM.NOTE DIETZ-1910 TREMONT STREET				
					ACCOUNT TOTAL	12.00	.00	12.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
458				03/23 AP 09/10/22 0397538	CEDAR FALLS UTILITIES	176.35		09/23/22	
					UTILITIES THRU 09/10/22				
					ACCOUNT TOTAL	176.35	.00	176.35	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
392				03/23 AP 09/13/22 0397515	ROBERT CASTRO CONSTRUCTION IN	126.40		09/15/22	
					REFUND-INCORRECT PERMIT #22-3261-ROOR				
					ACCOUNT TOTAL	126.40	.00	126.40	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
374				03/23 AP 09/12/22 0397491	CEDAR FALLS MUNICIPAL BAND	2,530.35		09/13/22	
					PROPERTY TAX PAYMENT				
					ACCOUNT TOTAL	2,530.35	.00	2,530.35	
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
392				03/23 AP 09/14/22 0397511	HANNAH DIETZ	5,000.00		09/15/22	
					1/2 DRPMT.RENT.CONV.INCNT 1910 TREMONT STREET				
					ACCOUNT TOTAL	5,000.00	.00	5,000.00	
101-2253-423.85-01 UTILITIES / UTILITIES									
458				03/23 AP 09/10/22 0397538	CEDAR FALLS UTILITIES	8,427.78		09/23/22	
					UTILITIES THRU 09/10/22				
					ACCOUNT TOTAL	8,427.78	.00	8,427.78	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES									

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
-----TRANSACTION-----									
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT

FUND 101 GENERAL FUND									
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES									
458	03/23	AP	09/10/22	0397538		CEDAR FALLS UTILITIES	9,431.54		09/23/22
						UTILITIES THRU 09/10/22			
						ACCOUNT TOTAL	9,431.54	.00	9,431.54
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
458	03/23	AP	09/21/22	0397537		BRIANNA TAYLOR	25.00		09/23/22
						REFUND-SHELTER RENTAL			
458	03/23	AP	09/21/22	0397546		MELISSA BOWLING	75.00		09/23/22
						REFUND-SHELTER RENTAL			
392	03/23	AP	09/14/22	0397508		ALLISON'S DANCE CENTER	75.00		09/15/22
						REFUND-SHELTER RENTAL			
392	03/23	AP	09/14/22	0397512		LON KAMMEYER	75.00		09/15/22
						REFUND-SHELTER RENTAL			
						ACCOUNT TOTAL	250.00	.00	250.00
101-2280-423.85-01 UTILITIES / UTILITIES									
458	03/23	AP	09/10/22	0397538		CEDAR FALLS UTILITIES	1,050.92		09/23/22
						UTILITIES THRU 09/10/22			
						ACCOUNT TOTAL	1,050.92	.00	1,050.92
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
416	03/23	AP	09/13/22	0397517		CEDAR FALLS COMMUNITY FOUNDAT	500.00		09/19/22
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	500.00	.00	500.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
428	03/23	AP	09/18/22	0397530		SCHMIDT, LUCAS	283.77		09/21/22
						RMB:TRAVEL-FIRE TRNG.CONF			
						AMES			
						ACCOUNT TOTAL	283.77	.00	283.77
101-4511-414.85-01 UTILITIES / UTILITIES									
458	03/23	AP	09/10/22	0397538		CEDAR FALLS UTILITIES	1,183.99		09/23/22
						UTILITIES THRU 09/10/22			
						ACCOUNT TOTAL	1,183.99	.00	1,183.99
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
458	03/23	AP	09/10/22	0397538		CEDAR FALLS UTILITIES	146.51		09/23/22

continued

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
UTILITIES THRU 09/10/22										
ACCOUNT TOTAL										
							146.51	.00		146.51
continued										
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
374				03/23	AP 08/29/22	0397503 YOUNG, NOLAN	164.99			09/13/22
						RMB:OPT.EQUIP.-FLASHLIGHT				
						CLOUD DEFENSIVE.COM				
ACCOUNT TOTAL										
							164.99	.00		164.99
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
458				03/23	AP 09/20/22	0397534 BARRON, CARSON	16.03			09/23/22
						RMB:MEAL-GLOCK ARMORER				
						DAVENPORT				
458				03/23	AP 09/16/22	0397541 DOUGAN JR, SCOTT	167.08			09/23/22
						RMB:TRVL.-DEF.TACTICS SCH				
						JOHNSTON				
458				03/23	AP 09/16/22	0397542 HAYSLET, MICHAEL	155.76			09/23/22
						RMB:MEALS-CRISIS INTRVNT.				
						W'LOO;MOORE/FEY/HAYSLET				
458				03/23	AP 09/15/22	0397544 KOHLS, BRENNAN	85.90			09/23/22
						RMB:TRVL.-DIGIT.FORENSICS				
						COUNCIL BLUFFS				
374				03/23	AP 08/26/22	0397495 FEY, THOMAS	107.45			09/13/22
						RMB:MEALS-FIREARMS SCHOOL				
						JOHNSTON				
ACCOUNT TOTAL										
							532.22	.00		532.22
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
428				03/23	AP 09/21/22	0397528 LUCK, ASHLEY	225.00			09/21/22
						RMB:MEALS-OCT-CR ACADEMY				
						PER DIEM				
ACCOUNT TOTAL										
							225.00	.00		225.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
428				03/23	AP 09/14/22	0397529 RUSSELL, PRESTON	162.64			09/21/22
						RMB:UNIFORM ALLOWANCE				
						DANNER.COM				
374				03/23	AP 09/02/22	0397497 HOWARD, MARK A.	80.25			09/13/22
						RMB:UNIFORM ALLOWANCE				
						SHEELS				
374				03/23	AP 08/31/22	0397494 FERGUSON, CLINTON	168.54			09/13/22
						RMB:UNIFORM ALLOWANCE				
						NO BULL				
374				03/23	AP 08/27/22	0397503 YOUNG, NOLAN	192.60			09/13/22
						RMB:UNIFORM ALLOWANCE				
						5.11 TACTICAL				
ACCOUNT TOTAL										
							604.03	.00		604.03
101-6613-433.85-01 UTILITIES / UTILITIES										
458				03/23	AP 09/10/22	0397538 CEDAR FALLS UTILITIES	189.14			09/23/22

GROUP	FO	ACCTG	TRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER		POST DT
continued							
FUND 101	GENERAL FUND						
101-6613-433.85-01	UTILITIES / UTILITIES						
	UTILITIES THRU 09/10/22						
	ACCOUNT TOTAL				189.14	.00	189.14
101-6616-446.85-01	UTILITIES / UTILITIES						
458	03/23 AP 09/10/22 0397538			CEDAR FALLS UTILITIES	7,067.75		09/23/22
	UTILITIES THRU 09/10/22						
	ACCOUNT TOTAL				7,067.75	.00	7,067.75
101-6623-423.85-01	UTILITIES / UTILITIES						
458	03/23 AP 09/10/22 0397538			CEDAR FALLS UTILITIES	821.45		09/23/22
	UTILITIES THRU 09/10/22						
	ACCOUNT TOTAL				821.45	.00	821.45
101-6625-432.83-06	TRANSPORTATION&EDUCATION / EDUCATION						
458	03/23 AP 09/19/22 0397539			CLAYPOOL, BENJAMIN	1,627.18		09/23/22
	RMB:PE CERTIFICATE EXP.			11/19/21-09/19/22			
	ACCOUNT TOTAL				1,627.18	.00	1,627.18
101-6633-423.85-01	UTILITIES / UTILITIES						
458	03/23 AP 09/10/22 0397538			CEDAR FALLS UTILITIES	2,143.09		09/23/22
	UTILITIES THRU 09/10/22						
	ACCOUNT TOTAL				2,143.09	.00	2,143.09
	FUND TOTAL				43,514.46	.00	43,514.46
FUND 203	TAX INCREMENT FINANCING						
203-0000-487.50-05	TRANSFERS OUT / TRANSFERS - TIF						
374	03/23 AP 09/12/22 0397492			DEBT SERVICE	142,189.06		09/13/22
	PROPERTY TAX PAYMENT						
374	03/23 AP 09/12/22 0397490			CAPITAL PROJECTS FUND	64,218.14		09/13/22
	PROPERTY TAX PAYMENT						
374	03/23 AP 09/12/22 0397490			CAPITAL PROJECTS FUND	719.58		09/13/22
	PROPERTY TAX PAYMENT						
374	03/23 AP 09/12/22 0397490			CAPITAL PROJECTS FUND	892.93		09/13/22
	PROPERTY TAX PAYMENT						
374	03/23 AP 09/12/22 0397490			CAPITAL PROJECTS FUND	135.61		09/13/22
	PROPERTY TAX PAYMENT						
	ACCOUNT TOTAL				208,155.32	.00	208,155.32

CITY OF CEDAR FALLS
 GROUP PO ACCTG NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS CURRENT BALANCE POST DT

FUND 203 TAX INCREMENT FINANCING FUND TOTAL 208,155.32 .00 208,155.32

FUND 206 STREET CONSTRUCTION FUND
 206-6637-436 72-56 OPERATING SUPPLIES / FLOOD CONTROL 142.31 09/23/22
 458 03/23 AP 09/10/22 0397538 CEDAR FALLS UTILITIES UTILITIES THRU 09/10/22

ACCOUNT TOTAL 142.31 .00 142.31

206-6637-436 82-01 COMMUNICATION / TELEPHONE 15.69 09/21/22
 428 03/23 AP 09/06/22 0397533 U.S. CELLULAR CELL PHONE:9-6-10/5/22

ACCOUNT TOTAL 15.69 .00 15.69

206-6637-436 85-01 UTILITIES / UTILITIES 278.66 09/23/22
 458 03/23 AP 09/10/22 0397538 CEDAR FALLS UTILITIES UTILITIES THRU 09/10/22

ACCOUNT TOTAL 278.66 .00 278.66

206-6637-436 92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM 7,154.28 09/13/22
 374 03/23 AP 09/09/22 0397500 MICHAEL & JEANNETTE GEISLER PARCEL#1-PURCHASE AGREMT.
 3268-2022 ALLEY RECON. PROJECT#: 023268

ACCOUNT TOTAL 7,154.28 .00 7,154.28

206-6647-436 85-01 UTILITIES / UTILITIES 1,146.55 09/23/22
 458 03/23 AP 09/10/22 0397538 CEDAR FALLS UTILITIES UTILITIES THRU 09/10/22

ACCOUNT TOTAL 1,146.55 .00 1,146.55

FUND TOTAL 8,737.49 .00 8,737.49

FUND 215 HOSPITAL FUND
 FUND 216 POLICE BLOCK GRANT FUND

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432	89-61	MISCELLANEOUS SERVICES / HOUS ASSIST PMTS-OCCUPIED								
374	03/23	AP 09/01/22 0038817			ROGERS, DERICK	825.00			09/13/22	
		HAP_SHERWOOD J 092022			RE-ISSUE CK#38799					
374	03/23	AP 09/01/22 0038817			ROGERS, DERICK	1,200.00			09/13/22	
		HAP_SANTIAGO-LEBRO 092022			RE-ISSUE CK#38799					
		ACCOUNT TOTAL				2,025.00	.00		2,025.00	
		FUND TOTAL				2,025.00	.00		2,025.00	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432	88-57	OUTSIDE AGENCIES / EXCEPTIONAL PERSONS								
392	03/23	AP 08/22/22 0004760			EXCEPTIONAL PERSONS INC	72.83			09/15/22	
		CDBG 2ND QTR FY22								
		ACCOUNT TOTAL				72.83	.00		72.83	
223-2234-432 89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.										
392	03/23	AP 09/12/22 0004761			SCOTT'S ELECTRIC, INC.	6,019.11			09/15/22	
		REHAB:310 IOWA/FINAL PMT.			L.CAGELY					
		ACCOUNT TOTAL				6,019.11	.00		6,019.11	
		FUND TOTAL				6,019.94	.00		6,091.94	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431	98-45	CAPITAL PROJECTS / MAIN STREET RECONSTRUCT								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.EASE.-D&J INV.#11					
		PROJECT#: 023283								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.EASE.-2C PROP.#29					
		PROJECT#: 023283								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.EASE.-2C PROP.#30					
		PROJECT#: 023283								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.EASE.-T&R RENTALS					
		PROJECT#: 023283								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.CONST.EASE.-D.AVES					
		PROJECT#: 023283								
392	03/23	AP 09/14/22 0397509			BLACK HAWK CO.RECORDER	27.00			09/15/22	
		3283-MAIN ST.RECONSTRUCT.			TEMP.CONST.EASE.-T.DENNY					

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-K.FOLKERS			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-THOMPSON			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-P.SIEFFKEN			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-ACKERSON			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-P.ASCHERL			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-GRACE MAE			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-FERM.PLAN			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-CASEY'S			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-TIGERHAWK			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP. CONST.EASE-J.MOSSMAN			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	22.00		09/15/22
		3283	-MAIN ST.			TEMP.EASE-RIVERSIDE DRIVE			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP.EASE-RIVERSIDE #292			
PROJECT#:	392	03/23	AP	09/14/22	0397509	BLACK HAWK CO.RECORDER	27.00		09/15/22
		3283	-MAIN ST.			TEMP.EASE-D & J INV.#300			

continued

ACCOUNT TOTAL

FUND TOTAL

535.00 .00 535.00
 535.00 .00 535.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
-----TRANSACTION-----										
FUND 254 CABLE TV FUND										
254-1088-431.89-18	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
458	03/23	AP	09/20/22	0397547		SIMPSON, MARK ANNOUNCER	120.00		09/23/22	
PROJECT#:	759									
458	03/23	AP	09/20/22	0397543		JOACHIM, JOHN D ANNOUNCER	100.00		09/23/22	
PROJECT#:	759									
458	03/23	AP	09/20/22	0397540		DEWITT, JASON CAMERA OPERATOR	100.00		09/23/22	
PROJECT#:	759									
428	03/23	AP	09/17/22	0397531		STOW, CHRISTIAN CAMERA OPERATOR	200.00		09/21/22	
PROJECT#:	756									
428	03/23	AP	09/17/22	0397525		DEWITT, JASON CAMERA OPERATOR	200.00		09/21/22	
PROJECT#:	756									
428	03/23	AP	09/17/22	0397532		SURMA, JOSEPH EDWARD CAMERA OPERATOR	200.00		09/21/22	
PROJECT#:	756									
428	03/23	AP	09/17/22	0397527		HUNT, PHILLIP CAMERA OPERATOR	200.00		09/21/22	
PROJECT#:	756									
416	03/23	AP	09/15/22	0397518		DEWITT, JASON CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/15/22	0397521		SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/15/22	0397516		BENSON, ERIC CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/13/22	0397520		SIMPSON, MARK ANNOUNCER	120.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/13/22	0397519		LONGNECKER, JEREMIAH ANNOUNCER	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/13/22	0397521		SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/13/22	0397522		WALTERS, CLAYTON CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
416	03/23	AP	09/13/22	0397518		DEWITT, JASON CAMERA OPERATOR	100.00		09/19/22	
PROJECT#:	759									
374	03/23	AP	09/09/22	0397501		SIMPSON, MARK ANNOUNCER	225.00		09/13/22	
PROJECT#:	759									
374	03/23	AP	09/09/22	0397498		JOACHIM, JOHN D	225.00		09/13/22	

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
NBR	NBR	PER.	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
-----TRANSACTION-----										
-----POST DT-----										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
CF FOOTBALL-CR PRAIRIE										
PROJECT#: 759										
374		03/23	AP	09/09/22	0397493	DEWITT, JASON	200.00			09/13/22
CF FOOTBALL-CR PRAIRIE										
PROJECT#: 759										
374		03/23	AP	09/09/22	0397502	SURMA, JOSEPH EDWARD	200.00			09/13/22
CF FOOTBALL-CR PRAIRIE										
PROJECT#: 759										
374		03/23	AP	09/09/22	0397487	BENSON, ERIC	200.00			09/13/22
CF FOOTBALL-CR PRAIRIE										
PROJECT#: 759										
374		03/23	AP	09/09/22	0397499	KRESS, AGNES M	100.00			09/13/22
CF FOOTBALL-CR PRAIRIE										
PROJECT#: 759										
							ACCOUNT TOTAL	3,090.00	.00	3,090.00
							FUND TOTAL	3,090.00	.00	3,090.00
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
458		03/23	AP	09/10/22	0397538	CEDAR FALLS UTILITIES	15.75			09/23/22
UTILITIES THRU 09/10/22										
							ACCOUNT TOTAL	15.75	.00	15.75
							FUND TOTAL	15.75	.00	15.75
FUND 261 TOURISM & VISITORS										
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
458		03/23	AP	09/10/22	0397538	CEDAR FALLS UTILITIES	113.75			09/23/22
UTILITIES THRU 09/10/22										
							ACCOUNT TOTAL	113.75	.00	113.75
							FUND TOTAL	113.75	.00	113.75

GROUP NBR	FO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
404-1220-431						1.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
383						03/23 AP 09/14/22 0397507 MATTHEW & KERI MILLER				
						3198-FLOOD BUYOUT-MILLER 824 COTTAGE ROW LANE	36,460.42			09/14/22
PROJECT#:						023198				
458						03/23 AP 09/14/22 0397536 BLACK HAWK CO.TREASURER				
						3198-FLOOD BUYOUT-MILLER PRO-RATED TAXES	1,977.49			09/23/22
PROJECT#:						023198				
458						03/23 AP 09/14/22 0397545 MATTHEW & KERI MILLER				
						3198-FLOOD BUYOUT-MILLER 824 COTTAGE ROW-PR TAXES	1,546.00			09/23/22
PROJECT#:						023198				
381						03/23 AP 09/13/22 0397506 MATTHEW & KERI MILLER				
						3198-FLOOD BUYOUT-MILLER 824 COTTAGE ROW LANE	76,447.71			09/13/22
PROJECT#:						023198				
381						03/23 AP 09/13/22 0397504 BLACK HAWK CO.RECORDER				
						3198-FLOOD BUYOUT MILLER TRANSFER TAX	271.20			09/13/22
PROJECT#:						023198				
381						03/23 AP 09/13/22 0397505 BLACK HAWK CO.TREASURER				
						3198-FLOOD BUYOUT MILLER REAL ESTATE TAXES	3,523.49			09/13/22
PROJECT#:						023198				
ACCOUNT TOTAL							120,226.31	.00		120,226.31
FUND TOTAL							120,226.31	.00		120,226.31
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				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
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								
458		03/23 AP 09/10/22 0397538				175.36			09/23/22	
		UTILITIES THRU 09/10/22								
		ACCOUNT TOTAL				175.36	.00			175.36
		FUND TOTAL				175.36	.00			175.36
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								
551-6685-436.85-01		UTILITIES / UTILITIES								
458		03/23 AP 09/10/22 0397538				1,420.15			09/23/22	
		UTILITIES THRU 09/10/22								
		ACCOUNT TOTAL				1,420.15	.00			1,420.15
551-6685-436.87-02		RENTALS / MATERIAL DISPOSAL/HANDLIN								
458		03/23 AP 09/15/22 0397535				22,810.40			09/23/22	
		LANDFILL SRV:9/1-9/15/22								
		ACCOUNT TOTAL				22,810.40	.00			22,810.40
		FUND TOTAL				24,230.55	.00			24,230.55

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	PER.						POST DT
-----TRANSACTION-----									
FUND 552		SEWER RENTAL FUND							
552-6655-436.85-01		UTILITIES / UTILITIES							09/23/22
458		03/23 AP 09/10/22 0397538				CEDAR FALLS UTILITIES	6,385.09		
		UTILITIES THRU 09/10/22							
		ACCOUNT TOTAL					6,385.09	.00	6,385.09
552-6665-436.85-01		UTILITIES / UTILITIES							09/23/22
458		03/23 AP 09/10/22 0397538				CEDAR FALLS UTILITIES	22,350.62		
		UTILITIES THRU 09/10/22							
		ACCOUNT TOTAL					22,350.62	.00	22,350.62
552-6665-436.86-33		REPAIR & MAINTENANCE / SLUDGE REMOVAL							09/23/22
458		03/23 AP 09/15/22 0397535				BLACK HAWK CO.LANDFILL	62.53		
		LANDFILL SRV:9/1-9/15/22							
		ACCOUNT TOTAL					62.53	.00	62.53
FUND 553		2004 SEWER BOND							09/23/22
FUND 555		STORM WATER UTILITY							
555-6630-432.86-34		REPAIR & MAINTENANCE / BILLING & COLLECTING							09/23/22
458		03/23 AP 09/10/22 0397538				CEDAR FALLS UTILITIES	45.00		
		UTILITIES THRU 09/10/22							
		ACCOUNT TOTAL					45.00	.00	45.00
FUND 555		STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							09/13/22
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	17.00		
		3215-OLIVE ST.BOX CULVERT				MUKAI-TRUSTEE AFFIDAVIT			
		PROJECT#: 023215							
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	17.00		
		3215-OLIVE ST.BOX CULVERT				MUKAI-WARRANTY DEED			
		PROJECT#: 023215							
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	5.00		
		3215-OLIVE ST.BOX CULVERT				MUKAI-DEED FEE			
		PROJECT#: 023215							
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	17.00		
		3215-OLIVE ST.BOX CULVERT				EILERS-PURCH. AFFADAVIT			
		PROJECT#: 023215							
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	22.00		
		3215-OLIVE ST.BOX CULVERT				EILERS-WARRANTY DEED			
		PROJECT#: 023215							
374		03/23 AP 09/09/22 0397488				BLACK HAWK CO.RECORDER	5.00		
		3215-OLIVE ST.BOX CULVERT							
		PROJECT#: 023215							

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	PER.	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.92-01						STRUCTURE IMPROV & BLDGS / EILERS-DEED FEE	83.00	.00	83.00
						3215-OLIVE ST.BOX CULVERT			
						PROJECT#: 023215			
ACCOUNT TOTAL							83.00	.00	83.00
FUND TOTAL							128.00	.00	128.00
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT	74.51		09/15/22
						392 03/23 AP 09/01/22 0397510 CENTURLINK			
						CITY PHONE SERV.-SEP'22			
ACCOUNT TOTAL							74.51	.00	74.51
FUND TOTAL							74.51	.00	74.51
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS	105.27		09/15/22
						392 03/23 AP 09/11/22 0397513 LUX, JOSH			
						RMB:HEALTH SEV.1/2 AUG'22			
392						03/23 AP 09/11/22 0397513 LUX, JOSH	105.27		09/15/22
						RMB:HEALTH SEV.1/2 AUG'22			
392						03/23 AP 09/11/22 0397513 LUX, JOSH	105.27		09/15/22
						RMB:HEALTH SEV.1/2 SEP'22			
392						03/23 AP 09/11/22 0397514 REGENOLD, SHARON K.	261.17		09/15/22
						RMB:AUG.2022 HEALTH SEV.			
ACCOUNT TOTAL							576.98	.00	576.98
FUND TOTAL							576.98	.00	576.98
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE	322.00		09/21/22
						429 03/23 AP 09/21/22 0397524 CEDAR VALLEY UNITED WAY			
						3RD QTR.2022 CONTRIBUTION			
429						03/23 AP 09/21/21 0397523 CEDAR FALLS COMMUNITY FOUNDAT	170.00		09/21/22
						3RD QTR.2022 CONTRIBUTION			
ACCOUNT TOTAL							492.00	.00	492.00

continued

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									
FUND 686		PAYROLL FUND					492.00	.00	492.00
FUND TOTAL									
FUND 687		WORKERS COMPENSATION FUND							
FUND 688		LTD INSURANCE FUND							
FUND 689		LIABILITY INSURANCE FUND							
FUND 724		TRUST & AGENCY							
374		724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND					221,778.81		09/13/22
		03/23 AP 09/12/22 0397496 GENERAL FUND							
		PROPERTY TAX PAYMENT							
ACCOUNT TOTAL									
							221,778.81	.00	221,778.81
FUND TOTAL									
							221,778.81	.00	221,778.81
FUND 727		GREENWOOD CEMETERY P-CARE							
FUND 728		FAIRVIEW CEMETERY P-CARE							
FUND 729		HILLSIDE CEMETERY P-CARE							
FUND 790		FLOOD LEVY							
GRAND TOTAL									
							668,759.47	.00	668,759.47

Council Invoices for Council Meeting 10/3/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION-NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GENERAL FUND									
101-1008-441.71-01	472	04/23	AP	09/21/22	0000000	J.P. COOKE COMPANY	348.45		09/27/22
		2023	PET & PAW	PARK TAGS					
418		04/23	AP	09/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER	1.19		09/27/22
418		04/23	AP	09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER	28.49		09/27/22
418		04/23	AP	09/09/22	0000000	ADVANCED BUSINESS SYSTEMS, IN COPY PAPER	194.00		09/27/22
418		04/23	AP	09/06/22	0000000	ADVANCED BUSINESS SYSTEMS, IN POSTAGE METER TAPE	39.95		09/27/22
						ACCOUNT TOTAL	612.08	.00	612.08
101-1008-441.87-01 RENTALS / RENTALS									
472		04/23	AP	09/13/22	0000000	QUADIENT, INC.	162.00		09/27/22
						POSTAGE METER RENTAL			
						ACCOUNT TOTAL	162.00	.00	162.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
418		04/23	AP	09/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT CATHY	25.52		09/27/22
418		04/23	AP	09/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER	.47		09/27/22
418		04/23	AP	09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	5.70		09/27/22
						ACCOUNT TOTAL	31.69	.00	31.69
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
418		04/23	AP	09/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT KATE, ANDREA	51.04		09/27/22
418		04/23	AP	09/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT STAMP-RED-FINAL	19.99		09/27/22
418		04/23	AP	09/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER	1.58		09/27/22
418		04/23	AP	09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	34.19		09/27/22
						ACCOUNT TOTAL	106.80	.00	106.80
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
472		04/23	AP	09/20/22	0000000	OFFICE EXPRESS OFFICE PRODUCT ID BADGE HOLDERS	12.18		09/27/22
418		04/23	AP	09/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.52		09/27/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
---TRANSACTION---							POST DT			
FUND 101 GENERAL FUND										
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
MONTHLY PLANNERS										
418				04/23	AP 09/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	15.69		09/27/22	
BAILEY										
418				04/23	AP 09/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.47		09/27/22	
MANILLA FOLDERS 1/3 CUT										
418				04/23	AP 09/14/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	22.79		09/27/22	
LETTER										
COPY PAPER										
ACCOUNT TOTAL							76.65	.00	76.65	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
418				04/23	AP 09/14/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		09/27/22	
COPY PAPER										
ACCOUNT TOTAL							2.28	.00	2.28	
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS										
418				04/23	AP 09/09/22 0000000	U.S. OCCMED TEXAS, PLLC	200.62		09/27/22	
NEW EE PHYSICAL DRUG SCRIN										
ACCOUNT TOTAL							200.62	.00	200.62	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
472				04/23	AP 09/16/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		09/27/22	
9/15/22 DISPLAY/WEB AD										
472				04/23	AP 09/16/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		09/27/22	
9/15/22 DISPLAY/WEB AD										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	50.82		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	450.00		09/27/22	
ONLINE										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	45.00		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	47.00		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	74.00		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	58.40		09/27/22	
COURIER										
418				04/23	AP 08/28/22 0000000	COURIER COMMUNICATIONS-ADVERT	58.40		09/27/22	
COURIER										

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
418				04/23	AP 05/22/22 0000000	COURIER COMMUNICATIONS-ADVERT	39.00		09/27/22	
418				04/23	AP 08/21/22 0000000	COURIER COMMUNICATIONS-ADVERT	50.88		09/27/22	
418				04/23	AP 08/21/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/21/22 0000000	COURIER COMMUNICATIONS-ADVERT	58.40		09/27/22	
418				04/23	AP 08/21/22 0000000	COURIER COMMUNICATIONS-ADVERT	58.40		09/27/22	
418				04/23	AP 08/21/22 0000000	COURIER COMMUNICATIONS-ADVERT	74.00		09/27/22	
418				04/23	AP 08/17/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/17/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/14/22 0000000	COURIER COMMUNICATIONS-ADVERT	650.00		09/27/22	
418				04/23	AP 08/14/22 0000000	COURIER COMMUNICATIONS-ADVERT	50.82		09/27/22	
418				04/23	AP 08/14/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		09/27/22	
418				04/23	AP 08/14/22 0000000	COURIER COMMUNICATIONS-ADVERT	58.40		09/27/22	
418				04/23	AP 08/10/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/10/22 0000000	COURIER COMMUNICATIONS-ADVERT	45.00		09/27/22	
418				04/23	AP 08/10/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/10/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/10/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	500.00		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	48.15		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	50.82		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	70.02		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	46.08		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.42		09/27/22	
418				04/23	AP 08/07/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		09/27/22	

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GROUP NBR	PO NBR	ACTG PER	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-1038-441.81-53	418	AP	08/07/22	0000000		PROFESSIONAL SERVICES / JOB NOTICES				
						COURIER COMMUNICATIONS-ADVERT	83.40		09/27/22	
						COURIER				
101-1038-441.81-53	418	AP	08/04/22	0000000		COURIER COMMUNICATIONS-ADVERT	300.00		09/27/22	
						AMP DIGITAL				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	45.00		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-53	418	AP	08/03/22	0000000		COURIER COMMUNICATIONS-ADVERT	29.40		09/27/22	
						PULSE				
101-1038-441.81-56	418	AP	09/13/22	0000000		EMPLOYEE WELLNESS PROG			09/27/22	
						MERCYONE WELLNESS	2,015.00			
						WELLNESS BLOOD DRAWS				
						ACCOUNT TOTAL	3,825.01	.00		3,825.01
101-1038-441.81-99	472	AP	09/14/22	0000000		CIVIL SERVICE REVIEW			09/27/22	
						CARLSON DETTMANN CONSULTING L	275.00			
						HORTICULTURIST				
						ACCOUNT TOTAL	275.00	.00		275.00
101-1048-441.71-01	418	AP	09/15/22	0000000		OFFICE SUPPLIES / OFFICE SUPPLIES			09/27/22	
						LETTER	.24			
						MANILLA FOLDERS 1/3 CUT				
101-1048-441.71-01	418	AP	09/14/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.56		09/27/22	
						COPY PAPER				
						ACCOUNT TOTAL	4.80	.00		4.80
101-1048-441.81-29	472	AP	10/01/22	0000000		LEGAL CONSULTANTS			09/27/22	
						SWISHER & COHRT, P.L.C.	2,600.00			
						ACCOUNT TOTAL	2,600.00			2,600.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----							POST DT		
FUND 101 GENERAL FUND									
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS continued									
472				04/23 AP 10/01/22	0000000	AHLERS AND COONEY, P.C.	3,900.00		09/27/22
472				04/23 AP 09/20/22	0000000	REDFERN, MASON, LARSEN & MOORE, 08/08-09/08/22	1,192.50		09/27/22
418				04/23 AP 09/12/22	0000000	SWISHER & COHRT, P.L.C. 8/30/22	87.50		09/27/22
472				04/23 AP 09/01/22	0000000	REDFERN, MASON, LARSEN & MOORE, 08/02-08/31/22	584.00		09/27/22
PROJECT#: 023306							8,464.00	.00	8,464.00
ACCOUNT TOTAL									
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
472				04/23 AP 10/01/22	0000000	SWISHER & COHRT, P.L.C.	1,000.00		09/27/22
LEGAL SERVICES - OCT'22							1,000.00	.00	1,000.00
ACCOUNT TOTAL									
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
418				04/23 AP 09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		09/27/22
COPY PAPER							2.31		09/27/22
421				04/23 AP 09/12/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.59	.00	4.59
COPY PAPER, PENS, NOTEPADS									
ACCOUNT TOTAL									
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
418				04/23 AP 09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		09/27/22
COPY PAPER							2.28	.00	2.28
ACCOUNT TOTAL									
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED									
472				04/23 AP 10/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY23-2ND QTR	9,057.50		09/27/22
ACCOUNT TOTAL							9,057.50	.00	9,057.50
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC									
472				04/23 AP 10/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY23-2ND QTR	6,035.00		09/27/22
ACCOUNT TOTAL							6,035.00	.00	6,035.00

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
-----TRANSACTION-----									
FUND 101 GENERAL FUND									
101-1199-431.88-11						OUTSIDE AGENCIES / MET TRANSIT AUTHORITY			
472				04/23	AP 10/01/22 0000000	METROPOLITAN TRANSIT AUTHORITY	85,765.00		09/27/22
						PAYMENT FOR FY23-2ND QTR			
						ACCOUNT TOTAL	85,765.00	.00	85,765.00
101-1199-431.88-12						OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT			
472				04/23	AP 10/01/22 0000000	VEHICLE MAINTENANCE FUND	4,230.00		09/27/22
						PAYMENT FOR FY23-2ND QTR			
						ACCOUNT TOTAL	4,230.00	.00	4,230.00
101-1199-431.88-19						OUTSIDE AGENCIES / MET-ROUTE 9			
472				04/23	AP 10/01/22 0000000	METROPOLITAN TRANSIT AUTHORITY	8,937.50		09/27/22
						PAYMENT FOR FY23-2ND QTR			
						ACCOUNT TOTAL	8,937.50	.00	8,937.50
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING			
418				04/23	AP 08/25/22 0000000	COURIER LEGAL COMMUNICATIONS	415.72		09/27/22
						8/15/22 CC MTG MINS			
418				04/23	AP 08/19/22 0000000	COURIER LEGAL COMMUNICATIONS	54.45		09/27/22
						ORDINANCE 33014			
418				04/23	AP 08/11/22 0000000	COURIER LEGAL COMMUNICATIONS	362.65		09/27/22
						8/1/22 CC MTG MINS			
						ACCOUNT TOTAL	832.82	.00	832.82
101-1199-441.88-20						OUTSIDE AGENCIES / LOBBYIST			
472				04/23	AP 10/01/22 0000000	COPE MURPHY+CO LLP	4,500.00		09/27/22
						LOBBYING FEE-OCTOBER 2022			
						ACCOUNT TOTAL	4,500.00	.00	4,500.00
101-2205-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
378				04/23	AP 09/13/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	7.13		09/27/22
						MAGNET CLIP			
						ACCOUNT TOTAL	7.13	.00	7.13
101-2205-432.88-10						OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH			
472				04/23	AP 10/01/22 0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00		09/27/22
						PAYMENT FOR FY23-2ND QTR			
						ACCOUNT TOTAL	3,250.00	.00	3,250.00

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FUND 101 GENERAL FUND 101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER 04/23 AP 10/01/22 0000000 CEDAR VALLEY YOUTH SOCCER ASS 2,500.00 09/27/22

PAYMENT FOR FY23-2ND QTR ACCOUNT TOTAL 2,500.00 .00 2,500.00

101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES 04/23 AP 09/19/22 0000000 PROFESSIONAL LAWN CARE, LLC 95.00 09/27/22
CODE ENF MOW-716 W 2ND
04/23 AP 09/16/22 0000000 PROFESSIONAL LAWN CARE, LLC 665.00 09/27/22
CODE MOW-5826 UNIVERSITY
04/23 AP 09/16/22 0000000 PROFESSIONAL LAWN CARE, LLC 142.50 09/27/22
CODE ENF MOW-805 TREMONT
04/23 AP 09/16/22 0000000 PROFESSIONAL LAWN CARE, LLC 95.00 09/27/22
CODE ENF MOW-316 E 10TH
04/23 AP 09/12/22 0000000 PROFESSIONAL LAWN CARE, LLC 142.50 09/27/22
CODE ENF.MOW-2405 VICTORY
ACCOUNT TOTAL 1,140.00 .00 1,140.00

101-2235-412.72-19 OPERATING SUPPLIES / PRINTING 04/23 AP 07/28/22 0000000 STOREY KENWORTHY 627.46 09/27/22
INSPECTION CARDS
04/23 AP 07/18/22 0000000 STOREY KENWORTHY 97.75 09/27/22
POOL BONDING LABELS
04/23 AP 07/14/22 0000000 STOREY KENWORTHY 149.76 09/27/22
CD #10 WINDOW ENVELOPES
04/23 AP 07/12/22 0000000 STOREY KENWORTHY 438.70 09/27/22
BLDG CORRECTION NOTICE
04/23 AP 07/11/22 0000000 STOREY KENWORTHY 100.68 09/27/22
INSPECTIONS CAUTION LABEL
ACCOUNT TOTAL 1,414.35 .00 1,414.35

101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES 04/23 AP 09/07/22 0000000 CEDAR FALLS COMMUNITY SCHOOLS 8,546.48 09/27/22
CAMP BUSING
ACCOUNT TOTAL 8,546.48 .00 8,546.48

101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP. 04/23 AP 09/21/22 0000000 IOWA SPORTS SUPPLY 57.60 09/27/22
REC CENTER NETS
ACCOUNT TOTAL 57.60 .00 57.60

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
-----TRANSACTION-----										
FUND 101 GENERAL FUND										
101-2253-423	415	72-32	AP	09/21/22	0000000	ADULT SPORTS EQUIPMENT	20.50		09/27/22	
						IOWA SPORTS SUPPLY				
						KICKBALL AWARDS				
ACCOUNT TOTAL							20.50			20.50
101-2253-423	415	72-41	AP	08/31/22	0000000	THE FALLS CONCESSIONS	10,061.80		09/27/22	
						PLUMB TECH INC.				
						RTS, SHOWER MIXER, BOILER				
ACCOUNT TOTAL							10,061.80			10,061.80
101-2280-423	422	71-01	AP	09/22/22	0000000	OFFICE SUPPLIES	10.63		09/27/22	
						OFFICE EXPRESS OFFICE PRODUCT				
						DESK CALENDAR				
						OFFICE EXPRESS OFFICE PRODUCT				
						PENS				
ACCOUNT TOTAL							17.28			17.28
101-2280-423	422	81-01	AP	09/22/22	0000000	PROFESSIONAL SERVICES /	200.00		09/27/22	
						GRAHAM, CAYLIN				
						WORKSHOP INSTRUCTION FOR				
						IOWA ARTISTS				
						WAACK, EVELYN D				
						WORKSHOP INSTRUCTION				
						SANDERS, LUKE				
						CONCERT PERFORMANCE				
						HOPKINS, KERRY				
						WORKSHOP INSTRUCTION				
						ARAMARK				
						RUG SERVICE				
						NISSEN, JERRY L				
						INSTRUCTION. 12 SESSIONS				
						OPEN STUDIO PAINTING				
						HAWKEYE ALARM & SIGNAL CO.				
						SERVICE CALL FOR MOTION				
						SENSOR MALFUNCTION				
						CASS, FELICIA				
						WORKSHOP INSTRUCTION				
						SCHUERMAN, SUSANNA L				
						WORKSHOP INSTRUCTION				
ACCOUNT TOTAL							1,458.34			1,458.34
101-2280-423	422	88-21	AP	09/08/22	0000000	PUBLIC ART COMMITTEE	5,094.10		09/27/22	
						SYNLAWN				
						TURF FOR DREAM HOUSE				
ACCOUNT TOTAL							5,094.10			5,094.10

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-4511-414	418	71-01		04/23	AP 09/14/22 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES	4.56		09/27/22	
						OFFICE EXPRESS OFFICE PRODUCT COPY PAPER				
						ACCOUNT TOTAL	4.56	.00		4.56
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
101-4511-414	450	04/23	AP	09/16/22	0000000	ARAMARK	7.25		09/27/22	
						TOWELS-STATION #1				
101-4511-414	450	04/23	AP	09/16/22	0000000	ARAMARK	18.98		09/27/22	
						TOWELS;MATS-PSS BUILDING				
						ACCOUNT TOTAL	26.23	.00		26.23
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
101-4511-414	452	04/23	AP	08/31/22	0000000	NAPA AUTO PARTS	683.99		09/27/22	
						NAPA PARTS FIRE				
						ACCOUNT TOTAL	683.99	.00		683.99
101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH										
101-4511-414	451	04/23	AP	09/22/22	0000000	BLACK HAWK CO.AUDITOR	40,852.59		09/27/22	
						FY23 Q2 CONSOLIDATED COMM				
						ACCOUNT TOTAL	40,852.59	.00		40,852.59
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
101-4511-414	450	04/23	AP	08/12/22	0000000	OUTDOOR & MORE	9.50		09/27/22	
						HIGH OCTANE FUEL				
						ACCOUNT TOTAL	9.50	.00		9.50
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
101-4511-414	450	04/23	AP	09/20/22	0000000	GALLS, LLC	68.55		09/27/22	
						JACKET-INVENTORY				
						ACCOUNT TOTAL	68.55	.00		68.55
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
101-5521-415	418	04/23	AP	09/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		09/27/22	
						COPY PAPER				
101-5521-415	451	04/23	AP	09/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	198.00		09/27/22	
						PAPER;PENS;SCISSORS;TAPE				
						STENO PADS;CORR.TAPE				
						ACCOUNT TOTAL	202.56	.00		202.56

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 02/2023

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES /				
453				04/23 AP 09/22/22	0000000	SIGNS BY TOMORROW	592.50			09/27/22
						VIDEO SURVEILLANCE SIGNS				
453				04/23 AP 09/21/22	0000000	SIGNS BY TOMORROW	454.50			09/27/22
						STRIPING PD#19-PINK BADGE				
453				04/23 AP 09/20/22	0000000	DICKEY'S PRINTING	78.00			09/27/22
						NAME TAGS				
450				04/23 AP 09/16/22	0000000	BARRON/RICHTER/HINES	18.98			09/27/22
						TOWELS,WATS-PSS BUILDING				
451				04/23 AP 09/16/22	0000000	ARAMARK	221.00			09/27/22
						GIBSON SPECIALTY CO.				
451				04/23 AP 09/02/22	0000000	MIRACLE CAR WASH, INC.	125.60			09/27/22
						NAME PLATES-PD				
						8 PD CAR WASHES				
						ACCOUNT TOTAL	1,490.58	.00	1,490.58	
101-5521-415.72-19						OPERATING SUPPLIES /				
451				04/23 AP 09/19/22	0000000	PRINTING	185.00			09/27/22
						PERSONNEL ACTION FORMS				
						STOREY KENWORTHY				
						ACCOUNT TOTAL	185.00	.00	185.00	
101-5521-415.81-01						PROFESSIONAL SERVICES /				
451				04/23 AP 08/31/22	0000000	NET TRANSCRIPTS, INC.	19.90			09/27/22
						TRANSCRIPTION SERVICES				
						#22-050564				
451				04/23 AP 08/31/22	0000000	NET TRANSCRIPTS, INC.	43.78			09/27/22
						TRANSCRIPTION SERVICES				
						#22-046227				
451				04/23 AP 08/31/22	0000000	NET TRANSCRIPTS, INC.	41.79			09/27/22
						TRANSCRIPTION SERVICES				
						#22-064658				
						ACCOUNT TOTAL	105.47	.00	105.47	
101-5521-415.81-58						PROFESSIONAL SERVICES /				
418				04/23 AP 09/07/22	0000000	WITNESS FEES/SUBPOENAS	117.56			09/27/22
						SWISHER & COHRT, P.L.C.				
						LGL:TRAFFIC CASES				
						3/10-8/31/22				
						ACCOUNT TOTAL	117.56	.00	117.56	
101-5521-415.81-71						PROFESSIONAL SERVICES /				
451				04/23 AP 09/22/22	0000000	CONSOLIDATED DISPATCH	81,706.41			09/27/22
						BLACK HAWK CO.AUDITOR				
						FY23 Q2 CONSOLIDATED COMM				
						ACCOUNT TOTAL	81,706.41	.00	81,706.41	
101-5521-415.83-06						TRANSPORTATION&EDUCATION /				
						EDUCATION				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-5521-415	83-06	TRANSPORTATION&EDUCATION / EDUCATION								
451		04/23 AP 09/19/22 0000000				IOWA NAFTO	400.00		09/27/22	continued
		REG:FTO CERT.CSE.-T.FEY				CORALVILLE;10/31-11/4/22				
451		04/23 AP 09/19/22 0000000				IOWA NAFTO	400.00		09/27/22	
		REG:FTO CERT.-LECHTENBERG				IOWA CORALVILLE;10/31-11/4/22				
451		04/23 AP 09/07/22 0000000				IOWA LAW ENFORCEMENT ACADEMY	625.00		09/27/22	
		FIREARMS INST.SCH.-T.FEY				JOHNSTON;8/22-8/26/22				
451		04/23 AP 09/07/22 0000000				IOWA LAW ENFORCEMENT ACADEMY	625.00		09/27/22	
		FIREARMS SCHOOL-HERNANDEZ				JOHNSTON;8/22-8/26/22				
		ACCOUNT TOTAL					2,050.00	.00		2,050.00
101-5521-425 .81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
451		04/23 AP 09/07/22 0000000				CEDAR BEND HUMANE SOCIETY	6,456.00		09/27/22	
		AUG'22 ANIMAL SURRENDER								
451		04/23 AP 09/01/22 0000000				WATERLOO, CITY OF	8,700.30		09/27/22	
		ANIMAL CALLS;8/1-8/31/22								
		ACCOUNT TOTAL					15,156.30	.00		15,156.30
101-6613-433 .72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
421		04/23 AP 09/12/22 0000000				OFFICE EXPRESS OFFICE PRODUCT	3.08		09/27/22	
		COPY PAPER,PENS,NOTEPADS								
375		04/23 AP 09/07/22 0000000				OLESON SOD COMPANY	48.00		09/27/22	
		CEMETERY SOD								
452		04/23 AP 08/31/22 0000000				NAPA AUTO PARTS	146.27		09/27/22	
		NAPA PARTS CEMETERY								
		ACCOUNT TOTAL					197.35	.00		197.35
101-6616-446 .72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
452		04/23 AP 09/21/22 0000000				O'DONNELL ACE HARDWARE	32.68		09/27/22	
		SCENT VALVE AND SCREW				DRIVER				
PROJECT#:		062507								
452		04/23 AP 09/19/22 0000000				O'DONNELL ACE HARDWARE	7.69		09/27/22	
		BATTERIES								
PROJECT#:		062511								
452		04/23 AP 09/19/22 0000000				OFFICE EXPRESS OFFICE PRODUCT	113.98		09/27/22	
		SOAP								
PROJECT#:		062501								
430		04/23 AP 09/14/22 0000000				CENTRAL IOWA DISTRIBUTING INC	95.00		09/27/22	
		GYM FLOOR CLEANER								
PROJECT#:		062507								
430		04/23 AP 09/13/22 0000000				OFFICE EXPRESS OFFICE PRODUCT	139.96		09/27/22	
		TOWELS								
PROJECT#:		062507								
430		04/23 AP 09/13/22 0000000				OFFICE EXPRESS OFFICE PRODUCT	557.95		09/27/22	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
TISSUE AND SOAP										
PROJECT#: 062507										
421		04/23	AP	09/12/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.31		09/27/22	
430		04/23	AP	09/09/22	0000000	COPY PAPER,PENS,NOTEPADS	33.91		09/27/22	
BROOM AND DUST PAN										
PROJECT#: 062506										
430		04/23	AP	09/09/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	60.64		09/27/22	
LAUNDRY DETERGENT										
PROJECT#: 062507										
386		04/23	AP	09/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	206.33		09/27/22	
TOWELS, SOAP, CLEANER										
PROJECT#: 062507										
430		04/23	AP	09/07/22	0000000	ECHO GROUP, INC.	194.40		09/27/22	
LIGHT BULBS										
PROJECT#: 062503										
375		04/23	AP	09/06/22	0000000	O'DONNELL ACE HARDWARE	29.98		09/27/22	
CLEANER AND BATTERIES										
PROJECT#: 062503										
430		04/23	AP	09/06/22	0000000	ECHO GROUP, INC.	222.20		09/27/22	
LIGHT BULBS										
PROJECT#: 062503										
430		04/23	AP	09/02/22	0000000	POLK'S LOCK SERVICE, INC.	12.00		09/27/22	
CASH DRAWER KEY										
PROJECT#: 062507										
452		04/23	AP	09/01/22	0000000	SHERWIN-WILLIAMS COMPANY	32.47		09/27/22	
PAINT										
PROJECT#: 062511										
452		04/23	AP	08/31/22	0000000	NAPA AUTO PARTS	622.63		09/27/22	
NAPA PARTS PUBLIC BLDG										
PROJECT#: 062501										
375		04/23	AP	08/29/22	0000000	MENARDS-CEDAR FALLS	32.94		09/27/22	
ROTARY TOOL KIT CARABINER										
PROJECT#: 062506										
ACCOUNT TOTAL										
							2,397.07	.00		2,397.07
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
PROJECT#: 062501										
430		04/23	AP	09/16/22	0000000	BUILDERS SELECT LLC	151.98		09/27/22	
PLYWOOD FLOOR COVERING										
PROJECT#: 062501										
430		04/23	AP	09/16/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	181.35		09/27/22	
WATER HEATER DAMPER MOTOR										
PROJECT#: 062507										
452		04/23	AP	09/14/22	0000000	MENARDS-CEDAR FALLS	191.90		09/27/22	
606 DOOR LOCK, TAPE, GLUE										
PROJECT#: 062501										
430		04/23	AP	09/12/22	0000000	ECHO GROUP, INC.	639.60		09/27/22	
EMERGENCY LIGHT BATTERIES										

continued

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
PROJECT#:	430	04/23 AP	09/09/22	00000000		MENARDS-CEDAR FALLS	44.95		09/27/22	
HOLE SAW AND MAGNET										
PROJECT#:	430	04/23 AP	09/09/22	00000000		O'DONNELL ACE HARDWARE	20.99		09/27/22	
BATTERIES										
PROJECT#:	430	04/23 AP	09/06/22	00000000		PLUMB TECH INC.	394.68		09/27/22	
WELL VENT REPAIR										
PROJECT#:	375	04/23 AP	08/31/22	00000000		ECHO GROUP, INC.	150.39		09/27/22	
EMERGENCY LIGHT BATTERIES										
PROJECT#:	375	04/23 AP	08/31/22	00000000		ECHO GROUP, INC.	100.26		09/27/22	
EMERGENCY LIGHT BATTERIES										
PROJECT#:	375	04/23 AP	08/30/22	00000000		GOODWIN TUCKER GROUP	685.28		09/27/22	
ICE MAKER REPAIR										
PROJECT#:	386	04/23 AP	08/30/22	00000000		CHRISTIE DOOR COMPANY	635.00		09/27/22	
OVERHEAD DOOR REPAIR										
PROJECT#:	430	04/23 AP	08/26/22	00000000		ECHO GROUP, INC.	833.76		09/27/22	
LIGHT FIXTURES										
PROJECT#:	430	04/23 AP	07/28/22	00000000		MENARDS-CEDAR FALLS	11.75		09/27/22	
PIPE INSULATION										
							ACCOUNT TOTAL	.00		4,041.89
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
PROJECT#:	430	04/23 AP	09/09/22	00000000		PLUNKETT'S PEST CONTROL, INC	82.25		09/27/22	
PEST CONTROL										
PROJECT#:	430	04/23 AP	09/09/22	00000000		PLUNKETT'S PEST CONTROL, INC	84.27		09/27/22	
PEST CONTROL										
PROJECT#:	062514									
							ACCOUNT TOTAL	.00		166.52
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
PROJECT#:	430	04/23 AP	09/16/22	00000000		ARAMARK	19.50		09/27/22	
MAT SERVICE										
PROJECT#:	430	04/23 AP	09/16/22	00000000		ARAMARK	43.20		09/27/22	
MAT SERVICE										
PROJECT#:	062506									

continued

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PROGRAM GM3601
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
NR	NR									POST DT	
-----TRANSACTION-----											
FUND	101	GENERAL FUND									
101-6616-446.86-02	REPAIR & MAINTENANCE	/	BUILDINGS & GROUNDS								
386	04/23	AP	09/08/22	0000000			PROSHIELD FIRE & SECURITY	46.00		09/27/22	
							FIRE EXTINGUISHER INSPECT				
PROJECT#:	062505										
386	04/23	AP	09/08/22	0000000			PROSHIELD FIRE & SECURITY	115.00		09/27/22	
							FIRE EXTINGUISHER INSPECT				
PROJECT#:	062509										
386	04/23	AP	09/02/22	0000000			ARAMARK	43.20		09/27/22	
							MAT SERVICE				
PROJECT#:	062506										
							ACCOUNT TOTAL	266.90	.00	266.90	
101-6623-423.82-01	COMMUNICATION / TELEPHONE										
452	04/23	AP	09/14/22	0000000			O'DONNELL ACE HARDWARE	9.99		09/27/22	
							CEMETERY FUSEBOX FAIRVIEW				
							ACCOUNT TOTAL	9.99	.00	9.99	
101-6623-423.86-01	REPAIR & MAINTENANCE	/	REPAIR & MAINTENANCE								
375	04/23	AP	08/30/22	0000000			TESTAMERICA LABORATORIES, INC	21.00		09/27/22	
							PRO SHOP WATER TEST				
							ACCOUNT TOTAL	21.00	.00	21.00	
101-6625-432.72-17	OPERATING SUPPLIES / UNIFORMS										
387	04/23	AP	09/12/22	0000000			COVER-ALL EMBROIDERY, INC.	35.00		09/27/22	
							3 CAPS ENGINEERING				
387	04/23	AP	09/12/22	0000000			COVER-ALL EMBROIDERY, INC.	33.00		09/27/22	
							3 CAPS PUBLIC WORKS				
							ACCOUNT TOTAL	68.00	.00	68.00	
101-6633-423.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES										
421	04/23	AP	09/12/22	0000000			OFFICE EXPRESS OFFICE PRODUCT	11.56		09/27/22	
							COPY PAPER,PENS,NOTEPADS				
							ACCOUNT TOTAL	11.56	.00	11.56	
101-6633-423.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES										
452	04/23	AP	09/21/22	0000000			BUILDERS SELECT LLC	49.95		09/27/22	
							LITTLE RED SCHOOL HOUSE				
452	04/23	AP	09/21/22	0000000			BUILDERS SELECT LLC	115.16		09/27/22	
							LITTLE RED SCHOOL HOUSE				
430	04/23	AP	09/19/22	0000000			BENTON BUILDING CENTER	765.00		09/27/22	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued										
452				04/23	AP 09/19/22	00000000	LITTLE RED SCHOOL HOUSE BATHROOM DOOR			
							DIAMOND VOGEL PAINT - #52	25.00		09/27/22
452				04/23	AP 09/14/22	00000000	BRUSHES	860.52		09/27/22
421				04/23	AP 09/12/22	00000000	PAW PARK ENVELOPES	14.68		09/27/22
421				04/23	AP 09/09/22	00000000	CARB CLEANER	785.87		09/27/22
452				04/23	AP 09/02/22	00000000	DRILLS FOR PARKS	2,488.39		09/27/22
375				04/23	AP 08/31/22	00000000	MADE ATTACHMENT FOR FORK LIFT ON TRACTOR	23.64		09/27/22
375				04/23	AP 08/31/22	00000000	WATER FOR PARKS UNION RD CULLIGAN WATER CONDITIONING	12.00		09/27/22
421				04/23	AP 08/31/22	00000000	WASP SPRAY	577.54		09/27/22
452				04/23	AP 08/31/22	00000000	VETS IRRIGATION REPAIR	88.03		09/27/22
375				04/23	AP 08/30/22	00000000	NAPA PARTS PARKS	67.14		09/27/22
375				04/23	AP 08/30/22	00000000	KUEHNS PARK SIGN	21.00		09/27/22
421				04/23	AP 08/30/22	00000000	BEACH HOUSE WATER TEST	26.96		09/27/22
375				04/23	AP 08/29/22	00000000	FAST 2K	103.50		09/27/22
375				04/23	AP 08/26/22	00000000	PARK SIGNS	9.35		09/27/22
452				04/23	AP 08/26/22	00000000	KEY FOR VETS PARK	115.00		09/27/22
375				04/23	AP 08/25/22	00000000	DROP TOLIET AT EL DORADO	138.53		09/27/22
375				04/23	AP 07/18/22	00000000	PARK SIGNS	62.06		09/27/22
EAGLE SCOUT ISLAND SHELIE R										
							ACCOUNT TOTAL	6,349.32	.00	6,349.32
							FUND TOTAL	325,897.10	.00	325,897.10

FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
421				04/23	AP 09/12/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	11.56		09/27/22
COPY PAPER, PENS, NOTEPADS										
							ACCOUNT TOTAL	11.56	.00	11.56

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FUND 206 STREET CONSTRUCTION FUND									
206-6637	436	72-16				OPERATING SUPPLIES / TOOLS			
421				04/23	AP 09/15/22 0000000	O'DONNELL ACE HARDWARE	10.69		09/27/22
						DRILL BIT			
386				04/23	AP 08/31/22 0000000	MENARDS-CEDAR FALLS	51.14		09/27/22
						SUPPLIES FOR UTILITY TRK			
						ACCOUNT TOTAL	61.83	.00	61.83
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
386				04/23	AP 09/01/22 0000000	CALL-EM-ALL	180.00		09/27/22
						CALL EM ALL ANNUAL COST			
						ACCOUNT TOTAL	180.00	.00	180.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
452				04/23	AP 09/15/22 0000000	BENTON'S READY MIX CONCRETE, N FRANCIS ST	1,270.00		09/27/22
PROJECT#:									
452				04/23	AP 09/15/22 0000000	BENTON'S READY MIX CONCRETE, RIVER RIDGE	1,016.00		09/27/22
PROJECT#:									
452				04/23	AP 09/14/22 0000000	STETSON BUILDING PRODUCTS LLC STREET REPAIR	2,986.00		09/27/22
452				04/23	AP 09/13/22 0000000	BENTON'S READY MIX CONCRETE, STANLEY	375.00		09/27/22
PROJECT#:									
421				04/23	AP 09/11/22 0000000	ASPRO, INC.	573.12		09/27/22
452				04/23	AP 09/09/22 0000000	BENTON'S READY MIX CONCRETE, WYNEWOOD	1,079.50		09/27/22
PROJECT#:									
386				04/23	AP 09/08/22 0000000	BENTON'S READY MIX CONCRETE, SHOOTING STAR	571.50		09/27/22
452				04/23	AP 09/08/22 0000000	BENTON'S READY MIX CONCRETE, ALAMEDA	337.50		09/27/22
386				04/23	AP 09/06/22 0000000	BENTON'S READY MIX CONCRETE, CEDAR HEIGHTS	952.50		09/27/22
PROJECT#:									
386				04/23	AP 09/06/22 0000000	BENTON'S READY MIX CONCRETE, AND CARAWAY	666.75		09/27/22
386				04/23	AP 09/01/22 0000000	BENTON'S READY MIX CONCRETE, HIGHLAND DR	1,143.00		09/27/22
PROJECT#:									
386				04/23	AP 08/31/22 0000000	BMC AGGREGATES L.C.	540.94		09/27/22
386				04/23	AP 08/31/22 0000000	BITUMINOUS MATERIALS & SUPPLY	1,994.18		09/27/22
421				04/23	AP 08/31/22 0000000	ASPRO, INC.	191.04		09/27/22

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
-----TRANSACTION-----										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
HOT MIX ASPHALT										
421		04/23 AP	08/31/22	00000000		ASPRO, INC.	708.48		09/27/22	
HOT MIX ASPHALT										
452		04/23 AP	08/31/22	00000000		NAPA AUTO PARTS	412.52		09/27/22	
NAPA PARTS STREETS										
386		04/23 AP	08/30/22	00000000		MENARDS-CEDAR FALLS	50.94		09/27/22	
2X4 FORM LUMBER										
ACCOUNT TOTAL							14,868.97	.00	14,868.97	
continued										
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM										
387		04/23 AP	09/15/22	00000000		OWEN CONTRACTING INC.	93,138.76		09/27/22	
3268-2022 ALLEY RECON.										
PROJECT#: 023268							93,138.76	.00	93,138.76	
ACCOUNT TOTAL										
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
387		04/23 AP	09/16/22	00000000		PETERSON CONTRACTORS	231,865.01		09/27/22	
3240-W 27TH ST RECON										
PROJECT#: 023240							231,865.01	.00	231,865.01	
ACCOUNT TOTAL										
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
421		04/23 AP	09/12/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	2.31		09/27/22	
COPY PAPER, PENS, NOTEPADS										
ACCOUNT TOTAL							2.31	.00	2.31	
ACCOUNT TOTAL										
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
375		04/23 AP	08/31/22	00000000		MENARDS-CEDAR FALLS	21.16		09/27/22	
DAMPRIID FOR CABINETS										
452		04/23 AP	08/31/22	00000000		NAPA AUTO PARTS	3.50		09/27/22	
NAPA PARTS TRAFFIC										
452		04/23 AP	08/20/22	00000000		UNITED PARCEL SERVICE	177.73		09/27/22	
SHIPPING TO ATSI REPAIR										
ACCOUNT TOTAL							202.39	.00	202.39	
ACCOUNT TOTAL										
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
375		04/23 AP	08/26/22	00000000		SHERWIN-WILLIAMS COMPANY	152.28		09/27/22	
PAINT										
375		04/23 AP	08/25/22	00000000		SHERWIN-WILLIAMS COMPANY	153.48		09/27/22	

GROUP	PO	ACCTG	TRANSACTION	NER	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
-----TRANSACTION-----												
FUND 206 STREET CONSTRUCTION FUND												
206-6647-436.72-62 OPERATING SUPPLIES / PAINT												
PAINT												
continued												
ACCOUNT TOTAL										305.76	.00	305.76
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING												
386			04/23 AP 09/07/22	0000000					LASER LINE STRIPING & SWEEPIN	1,800.00		09/27/22
MISC STREET PAINTING												
ACCOUNT TOTAL										1,800.00	.00	1,800.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS												
386			04/23 AP 08/30/22	0000000					MOBOTREX, INC	5,479.00		09/27/22
SIGNAL UPGRADES												
ACCOUNT TOTAL										5,479.00	.00	5,479.00
FUND TOTAL										347,915.59	.00	347,915.59
FUND 215 HOSPITAL FUND												
FUND 216 POLICE BLOCK GRANT FUND												
FUND 217 SECTION 8 HOUSING FUND												
FUND 223 COMMUNITY BLOCK GRANT												
418			04/23 AP 09/14/22	0000000					OFFICE EXPRESS OFFICE PRODUCT	2.28		09/27/22
COPY PAPER												
ACCOUNT TOTAL										2.28	.00	2.28
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING												
418			04/23 AP 08/18/22	0000000					COURIER LEGAL COMMUNICATIONS	29.86		09/27/22
PH NTC-CDBG												
ACCOUNT TOTAL										29.86	.00	29.86
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES												
378			04/23 AP 08/31/22	0000000					IOWA NORTHLAND REGIONAL CO. 0	111.51		09/27/22
ENTITLEMENT AGENCY AWARD												
378			04/23 AP 08/31/22	0000000					IOWA NORTHLAND REGIONAL CO. 0	3,690.90		09/27/22
ENT. PLAN & REPORTS												
378			04/23 AP 08/31/22	0000000					IOWA NORTHLAND REGIONAL CO. 0	111.78		09/27/22
CARES CV-3 AGENCY AWARD												
PROJECT#: 022354												
378			04/23 AP 08/31/22	0000000					IOWA NORTHLAND REGIONAL CO. 0	855.47		09/27/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
-----TRANSACTION-----										
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
CARES CV-3 PLAN & REPORTS AUGUST EXPENSES										
PROJECT#: 022354										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	234.55		09/27/22	
ENT.ENVIRONMENT REVEIW GA AUGUST EXPENSES										
ACCOUNT TOTAL							5,004.21	.00	5,004.21	
continued										
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
IOWA NORTHLAND REGIONAL CO. 0										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	1,127.50		09/27/22	
CARES CV-2 AGENCY AWARD AUGUST EXPENSES										
PROJECT#: 022353										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	320.24		09/27/22	
CARES CV-2 CITY EQUIPMENT AUGUST EXPENSES										
PROJECT#: 022353										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	542.05		09/27/22	
CARES CV-2 SCHOOL EQUIP AUGUST EXPENSES										
ACCOUNT TOTAL							1,989.79	.00	1,989.79	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
IOWA NORTHLAND REGIONAL CO. 0										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	76.12		09/27/22	
ENT.SINGLE FAMILY REHAB. AUGUST EXPENSES										
PROJECT#: 022353										
378		04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. 0	241.73		09/27/22	
ENTITLEMENT RENTAL REHAB AUGUST EXPENSES										
ACCOUNT TOTAL							317.85	.00	317.85	
FUND TOTAL							7,343.99	.00	7,343.99	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
PROJECT#: 022330										
387		04/23	AP	09/19/22	0000000	PETERSON CONTRACTORS	102,783.20		09/27/22	
3230-2022 STREET CONST.										
ACCOUNT TOTAL							102,783.20	.00	102,783.20	
FUND TOTAL							102,783.20	.00	102,783.20	

GROUP PO ACCTG ---TRANSACTION---
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FUND 254 CABLE TV FUND
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES
418 04/23 AP 09/08/22 0000000 ECHO GROUP, INC.
PVC BUSHINGS LOCKNUTS SEALING RINGS

ACCOUNT TOTAL
292.59 292.59 .00 09/27/22 292.59

254-1088-431.93-01 EQUIPMENT / EQUIPMENT
418 04/23 AP 09/08/22 0000000 HOFFMAN & HOFFMAN TRENCHING,
OVERMAN PARK TO CITY HALL BORING DUCT
418 04/23 AP 06/09/22 0000000 STICKFORT ELECTRIC CO., INC.
OVERMAN PARK TV TRAILER POWER

ACCOUNT TOTAL
7,443.90 7,443.90 .00 09/27/22 7,443.90
FUND TOTAL
7,736.49 7,736.49 .00 09/27/22 7,736.49

FUND 258 PARKING FUND
FUND 261 TOURISM & VISITORS
261-2291-423.73-55 OTHER SUPPLIES / MEDIA
433 04/23 AP 09/09/22 0000000 BUSINESS PUBLICATIONS CORP.,
AD IN FALL/WINTER IA TRAVEL GUIDE

ACCOUNT TOTAL
1,139.00 1,139.00 .00 09/27/22 1,139.00
FUND TOTAL
82.00 82.00 .00 09/27/22 82.00

261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP
433 04/23 AP 09/15/22 0000000 FITKIN POPCORN COMPANY
40 FITPOP ON THE COB / 1 CASE WHITE POPCORN

ACCOUNT TOTAL
82.00 82.00 .00 09/27/22 82.00
FUND TOTAL
7.80 7.80 .00 09/27/22 7.80

261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE
433 04/23 AP 09/16/22 0000000 ARAMARK
MAT SERVICE

ACCOUNT TOTAL
7.80 7.80 .00 09/27/22 7.80
FUND TOTAL
1,228.80 1,228.80 .00 09/27/22 1,228.80

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
-----TRANSACTION-----									
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423	358	04/23	AP	08/25/22	0000000	OPERATING SUPPLIES	33.20		09/27/22
						OFFICE EXPRESS OFFICE PRODUCT			
						COFFEE (X2)			
ACCOUNT TOTAL							33.20	.00	33.20
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423	358	04/23	AP	09/16/22	0000000	REPAIR & MAINTENANCE	7.80		09/27/22
						ARAWARK			
						COMM. CENTER MAT SERVICE			
262-1092-423	358	04/23	AP	09/02/22	0000000	ARAWARK	7.80		09/27/22
						COMM. CENTER MAT SERVICE			
ACCOUNT TOTAL							15.60	.00	15.60
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423	358	04/23	AP	09/08/22	0000000	MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING	80.00		09/27/22
						MASMAR, MANDY SUE			
						SENIOR LINE DANCING FOR			
						SEPTEMBER '22			
ACCOUNT TOTAL							80.00	.00	80.00
FUND TOTAL							128.80	.00	128.80
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
297-2253-423	415	04/23	AP	09/14/22	0000000	STRUCTURE IMPROV & BLDGS	9,050.45		09/27/22
						MILLER FENCE CO., INC.			
						FENCE			
ACCOUNT TOTAL							9,050.45	.00	9,050.45
FUND TOTAL							9,050.45	.00	9,050.45
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431	418	04/23	AP	09/09/22	0000000	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS SWISHER & COHRT, P.L.C. 7/26/22, 8/29/22	76.00		09/27/22
LGL:FLOOD BUYOUT RE									
PROJECT#:	023198								
418	04/23	AP	09/09/22	0000000		SWISHER & COHRT, P.L.C. 7/26/22, 8/24/22, 8/31/22	161.00		09/27/22
LGL: PURCHASE 628 LONGVIEW									
PROJECT#:	023198								
418	04/23	AP	09/09/22	0000000		SWISHER & COHRT, P.L.C. 8/25/22	200.00		09/27/22
LGL: PURCHASE 627 CLAIR									
PROJECT#:	023198								
418	04/23	AP	09/09/22	0000000		SWISHER & COHRT, P.L.C. 8/24/22	200.00		09/27/22
LGL: PURCHASE 1027 CLAIR									
PROJECT#:	023198								
418	04/23	AP	09/07/22	0000000		SWISHER & COHRT, P.L.C. 8/24/22, 8/30/22	209.00		09/27/22
LGL: PURCHASE 824 COTTAGE									
PROJECT#:	023198								
ACCOUNT TOTAL							846.00	.00	846.00
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
387	04/23	AP	09/15/22	0000000		CENTER STREET STREETScape OWEN CONTRACTING INC.	62,762.70		09/27/22
3206-CENTER STREETScape									
PROJECT#:	023206								
ACCOUNT TOTAL							62,762.70	.00	62,762.70
FUND TOTAL							63,608.70	.00	63,608.70
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	387	04/23	AP	09/15/22	0000000	TIF BOND PROJECTS / VIKING ROAD EXTENSION PETERSON CONTRACTORS	451,901.64		09/27/22
3189-W VIKING IND. PARK V									
PROJECT#:	023189								
387	04/23	AP	08/26/22	0000000		SNYDER & ASSOCIATES, INC. 07/31/22	14,660.74		09/27/22
3189-W VIKING IND PARK									
PROJECT#:	023189								
ACCOUNT TOTAL							466,562.38	.00	466,562.38
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE									
387	04/23	AP	09/13/22	0000000		DIAMOND VOGEL PAINT - #52	75.27		09/27/22

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-----TRANSACTION-----									
FUND 430	2004	TIF	BOND						
430-1220-431	97-82	TIF	BOND	PROJECTS /	STREETSCAPE MAINTENANCE				
	3242	DOWNTOWN	STREETSCAPE		TWIG BENCH SEAL SUPPLIES				
PROJECT#:	023242								
387	04/23	AP	08/30/22	0000000	GIERKE-ROBINSON COMPANY, INC.	543.40		09/27/22	
	3242	DOWNTOWN	STREETSCAPE		SEALER FOR TWIG BENCHES				
PROJECT#:	023242								
				ACCOUNT TOTAL		618.67	.00		618.67
continued									
430-1220-431	98-47	CAPITAL	PROJECTS /		CYBER LANE				
387	04/23	AP	08/26/22	0000000	SNYDER & ASSOCIATES, INC.	234.81		09/27/22	
	3245	CYBER	LANE EXTENSION		SERVICES THROUGH 07/31/22				
PROJECT#:	023245								
				ACCOUNT TOTAL		234.81	.00		234.81
				FUND TOTAL		467,415.86	.00		467,415.86
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				
418	04/23	AP	09/09/22	0000000	SWISHER & COHRT, P.L.C.	152.00		09/27/22	
					8/16/22				
PROJECT#:	023088								
378	04/23	AP	08/31/22	0000000	IOWA NORTHLAND REGIONAL CO. O	107.13		09/27/22	
	3088	CEDAR	RIVER REC.IMP.		AUGUST EXPENSES				
PROJECT#:	023088								
				ACCOUNT TOTAL		259.13	.00		259.13
				FUND TOTAL		259.13	.00		259.13
FUND 437	2018	BOND							
FUND 438	2020	BOND	FUND						
438-1220-431	98-23	CAPITAL	PROJECTS /		GREENHILL RD & S MAIN INT				
387	04/23	AP	09/16/22	0000000	PETERSON CONTRACTORS	82,322.25		09/27/22	
	3228	GREENHILL/S	MAIN INT						
PROJECT#:	023228								
				ACCOUNT TOTAL		82,322.25	.00		82,322.25

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-----TRANSACTION-----									
FUND 438	2020	BOND FUND							
438-1220-431	98-83	CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON							
387	04/23	AP 09/14/22	0000000		PETERSON CONTRACTORS	226,207.56		09/27/22	
					3171-CEDAR HEIGHTS RECON.				
PROJECT#:	023171								
387	04/23	AP 08/26/22	0000000		SNYDER & ASSOCIATES, INC.	20,158.61		09/27/22	
					3171-CEDAR HEIGHTS RECON				
PROJECT#:	023171				SERVICES THROUGH 07/31/22				
387	04/23	AP 08/26/22	0000000		SNYDER & ASSOCIATES, INC.	6,635.38		09/27/22	
					3171-CEDAR HEIGHTS RECON				
PROJECT#:	023171				SERVICES THROUGH 07/31/22				
					ACCOUNT TOTAL	253,001.55	.00		253,001.55
438-1220-431	98-85	CAPITAL PROJECTS / LAKE STREET TRAIL							
387	04/23	AP 09/15/22	0000000		OWEN CONTRACTING INC.	153,866.41		09/27/22	
					3247-LAKE STREET TRAIL				
PROJECT#:	023247								
387	04/23	AP 08/17/22	0000000		AECOM TECHNICAL SERVICES, INC	1,299.49		09/27/22	
					3247-LAKE STREET TRAIL				
PROJECT#:	023247				06/11-08/12/22				
					ACCOUNT TOTAL	155,165.90	.00		155,165.90
					FUND TOTAL	490,489.70	.00		490,489.70
FUND 439	2022	BOND FUND							
439-1220-431	95-01	BOND FUND PROJECTS / BOND FEES							
472	04/23	AP 09/21/22	0000000		AHLERS AND COONEY, P.C.	16,049.50		09/27/22	
					LGL:GENERAL OBLIGATION				
					CAPITL NOTES THRU 9/19/22				
					ACCOUNT TOTAL	16,049.50	.00		16,049.50
439-1220-431	95-48	BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE							
450	04/23	AP 09/08/22	0000000		SANDRY FIRE SUPPLY, L.L.C.	2,552.00		09/27/22	
					6 FIRE HELMETS				
					ACCOUNT TOTAL	2,552.00	.00		2,552.00
439-1220-431	98-97	CAPITAL PROJECTS / PEDESTRIAN BRIDGE							
375	04/23	AP 08/30/22	0000000		BUILDERS SELECT LLC	42.98		09/27/22	
					CENTRAL PARK BRIDGES				
					ACCOUNT TOTAL	42.98	.00		42.98

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FUND 439 2022 BOND FUND FUND TOTAL 18,644.48 .00 18,644.48

FUND 443 CAPITAL PROJECTS
 443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL
 378 04/23 AP 08/31/22 0000000 KIRK GROSS COMPANY
 3231-CITY HALL REMODEL FURNITURE
 PROJECT#: 023231

ACCOUNT TOTAL 290,590.36 .00 290,590.36

FUND TOTAL 290,590.36 .00 290,590.36

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
 421 04/23 AP 09/12/22 0000000 OFFICE EXPRESS OFFICE PRODUCT
 COPY PAPER, PENS, NOTEPADS

ACCOUNT TOTAL 2.31 .00 2.31

551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY
 451 04/23 AP 09/01/22 0000000 WATERLOO, CITY OF
 DEER DISPOSAL; 8/1-8/31/22

ACCOUNT TOTAL 203.70 .00 203.70

551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES
 421 04/23 AP 09/12/22 0000000 OFFICE EXPRESS OFFICE PRODUCT
 PLANNER, COPY PAPER, PENS, NOTEPADS

ACCOUNT TOTAL 43.14 .00 43.14

551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS

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-----TRANSACTION-----										
FUND 551	REFUSE FUND									
551-6685-436	72-17	OPERATING SUPPLIES / UNIFORMS								
386	04/23	AP 08/31/22 0000000				IOWA PRISON INDUSTRIES	35.00			09/27/22
		SAMPLE CAPS								
		ACCOUNT TOTAL					35.00	.00	35.00	
551-6685-436	73-01	OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES								
375	04/23	AP 08/29/22 0000000				MENARDS-CEDAR FALLS	39.97			09/27/22
		PAINT FOR TRANSFER STATIO				N				
		ACCOUNT TOTAL					39.97	.00	39.97	
551-6685-436	73-05	OTHER SUPPLIES / OPERATING EQUIPMENT								
452	04/23	AP 08/31/22 0000000				NAPA AUTO PARTS	106.97			09/27/22
		NAPA PARTS REFUSE								
		ACCOUNT TOTAL					106.97	.00	106.97	
551-6685-436	86-36	REPAIR & MAINTENANCE / TRANSFER STATION MAINT.								
386	04/23	AP 08/31/22 0000000				KEITH MFG. CO.	9,953.89			09/27/22
		TRANSFER STATION PUMP				REPAIR				
		ACCOUNT TOTAL					9,953.89	.00	9,953.89	
551-6685-436	87-02	RENTALS / MATERIAL DISPOSAL/HANDLIN								
452	04/23	AP 09/16/22 0000000				T & W GRINDING	23,139.40			09/27/22
		COMPOST MGMT CONTRACT								
375	04/23	AP 08/27/22 0000000				LIBERTY TIRE RECYCLING, LLC	1,181.40			09/27/22
		SCRAP TIRE RECYCLING								
375	04/23	AP 08/22/22 0000000				SAM ANNIS & CO.	23.12			09/27/22
		PROPANE TANK REFILL								
375	04/23	AP 08/02/22 0000000				SAM ANNIS & CO.	92.48			09/27/22
		PROPANE TANK REFILL								
		ACCOUNT TOTAL					24,436.40	.00	24,436.40	
		FUND TOTAL					34,821.38	.00	34,821.38	
FUND 552	SEWER RENTAL FUND									
552-6655-436	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES								
421	04/23	AP 09/12/22 0000000				OFFICE EXPRESS OFFICE PRODUCT	3.08			09/27/22
		COPY PAPER, PENS, NOTEPADS								
		ACCOUNT TOTAL					3.08	.00	3.08	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
FUND 552 SEWER RENTAL FUND										
552-6665-436	421	AP	09/12/22	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES		7.71		09/27/22	
					COPY PAER,PENS,NOTEPADS					
					ACCOUNT TOTAL		7.71	.00		7.71
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
552-6665-436	432	AP	09/13/22	0000000	NORTH CENTRAL LABORATORIES		621.18		09/27/22	
					LAB SUPPLIES					
					ACCOUNT TOTAL		621.18	.00		621.18
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
552-6665-436	432	AP	09/16/22	0000000	MENARDS-CEDAR FALLS		122.94		09/27/22	
					VARIOUS SUPPLIES					
552-6665-436	432	AP	09/16/22	0000000	WBC MECHANICAL, INC.		129.60		09/27/22	
					DURA BLAST					
552-6665-436	432	AP	09/12/22	0000000	O'DONNELL ACE HARDWARE		45.52		09/27/22	
					VARIOUS SUPPLIES					
552-6665-436	432	AP	09/08/22	0000000	JOHNSTONE SUPPLY OF WATERLOO		40.20		09/27/22	
					FOIL TAPE					
552-6665-436	432	AP	09/07/22	0000000	O'DONNELL ACE HARDWARE		57.45		09/27/22	
					SEALANT					
552-6665-436	432	AP	09/07/22	0000000	O'DONNELL ACE HARDWARE		17.38		09/27/22	
					BATTERIES					
552-6665-436	432	AP	09/07/22	0000000	O'DONNELL ACE HARDWARE		15.98		09/27/22	
					PIPE CMPD					
552-6665-436	432	AP	08/29/22	0000000	PLUMB SUPPLY COMPANY, LLC		223.12		09/27/22	
					WATER VALVE					
					ACCOUNT TOTAL		652.19	.00		652.19
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
552-6665-436	432	AP	09/13/22	0000000	SHERWIN-WILLIAMS COMPANY		177.98		09/27/22	
					PAINT					
552-6665-436	432	AP	09/09/22	0000000	CRESCENT ELECTRIC		174.41		09/27/22	
					BULBS					
					ACCOUNT TOTAL		352.39	.00		352.39
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
552-6665-436	432	AP	09/12/22	0000000	HUPP ELECTRIC MOTORS		912.19		09/27/22	
					VFD FANS FOR LS					
					ACCOUNT TOTAL		912.19	.00		912.19

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FUND 552 SEWER RENTAL FUND									
552-6665-432	04/23	AP	09/16/22	00000000	LAB & TESTING ARAMARK	28.48			09/27/22
432	RUGS	04/23	AP	07/30/22	00000000	146.46			09/27/22
	LAB SUPPLIES FOR VARIETY PLUS					174.94	.00	174.94	
	ACCOUNT TOTAL					2,723.68	.00	2,723.68	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432	04/23	AP	09/08/22	00000000	OTHER SUPPLIES / STORM SEWERS ZIMCO SUPPLY CO.	240.00			09/27/22
421	HYDRO MULCH FOR EROSION CONTROL					187.16			09/27/22
421	04/23	AP	08/30/22	00000000	LEYMASTER TILE, RUSTY TILE FOR STORM BOX	427.16	.00	427.16	
	ACCOUNT TOTAL					427.16	.00	427.16	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441	04/23	AP	09/07/22	00000000	OPERATING SUPPLIES / CDW GOVERNMENT, INC.	330.66			09/27/22
472	CH SERVER RACK					330.66	.00	330.66	
	ACCOUNT TOTAL					330.66	.00	330.66	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
472	04/23	AP	09/20/22	00000000	BERRY DUNN MCNEIL & PARKER, L FINANCE SYSTEM	9,139.88			09/27/22
418	DEMO FACILITATION					4,300.00			09/27/22
418	04/23	AP	09/14/22	00000000	BLACK HAWK CO. ASSESSOR	5,893.20			09/27/22
418	PICTOMETRY CERT. IWAGERY					1,711.42			09/27/22
418	04/23	AP	09/13/22	00000000	HEARTLAND BUSINESS SYSTEMS LL	610.00			09/27/22
418	0365 MONTHLY SUB - SEPT					4,674.38			09/27/22
472	04/23	AP	09/13/22	00000000	HEARTLAND BUSINESS SYSTEMS LL	26,328.88	.00	26,328.88	
418	0365 MONTHLY SUB - AUG								
	04/23	AP	09/12/22	00000000	IT SAVVY, LLC				
	HARD DRIVES MEM MINI PC'S								
	04/23	AP	08/31/22	00000000	IP PATHWAYS, LLC				
	DR AS A SERVICE								
	MONTHLY BILLING AUG 2022								
	ACCOUNT TOTAL					26,328.88	.00	26,328.88	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
-----TRANSACTION-----										
FUND 606 DATA PROCESSING FUND										
FUND TOTAL										
FUND 680 HEALTH INSURANCE FUND										
680-1902-457	51-01	INSURANCE / HEALTH INSURANCE								
472	04/23	AP 09/05/22	0000000			HOLMES MURPHY & ASSOCIATES LL	2,333.33		09/27/22	
						OCTOBER 2022				
ACCOUNT TOTAL										
FUND TOTAL										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES								
421	04/23	AP 09/12/22	0000000			OFFICE EXPRESS OFFICE PRODUCT	7.71		09/27/22	
						COPY PAPER,PENS,NOTEPADS				
ACCOUNT TOTAL										
FUND TOTAL										
FUND 685-6698-446-72-05 OPERATING SUPPLIES / GAS & OIL										
452	04/23	AP 09/21/22	0000000			HTP ENERGY	25,231.69		09/27/22	
						BLUFF ST DIESEL				
452	04/23	AP 09/21/22	0000000			HTP ENERGY	24,545.11		09/27/22	
						BLUFF ST GASOHOL				
452	04/23	AP 09/21/22	0000000			HTP ENERGY	25,231.69		09/27/22	
						TECHNOLOGY DIESEL				
421	04/23	AP 09/15/22	0000000			CONSOLIDATED ENERGY COMPANY	799.11		09/27/22	
						GAS AT GREENWOOD CEMETERY				
421	04/23	AP 09/15/22	0000000			CONSOLIDATED ENERGY COMPANY	943.59		09/27/22	
						DIESEL AND GREENWOOD CEM				
386	04/23	AP 09/08/22	0000000			DICK'S PETROLEUM COMPANY	197.65		09/27/22	
						FUEL PUMP GREENWOOD CEM				
386	04/23	AP 09/02/22	0000000			NORTHLAND PRODUCTS CO.	880.50		09/27/22	
						2 55 GALLONS-ANTIFREEZE				
421	04/23	AP 08/31/22	0000000			AIRGAS USA, LLC	72.63		09/27/22	
						WELDING GAS				
452	04/23	AP 08/31/22	0000000			NAPA AUTO PARTS	765.27		09/27/22	
						NAPA PARTS VEHICLE MAINT				
386	04/23	AP 08/30/22	0000000			NORTHLAND PRODUCTS CO.	899.32		09/27/22	
						TUBES OF GREASE				
386	04/23	AP 08/24/22	0000000			CONSOLIDATED ENERGY COMPANY	875.00		09/27/22	
						DEF BULK SUPPLY				
386	04/23	AP 08/22/22	0000000			AIRGAS USA, LLC	477.19		09/27/22	
						WELDING GAS				
386	04/23	AP 08/22/22	0000000			NORTHLAND PRODUCTS CO.	507.50		09/27/22	

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL USED OIL									
ACCOUNT TOTAL						81,426.25	.00		81,426.25
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
421			04/23 AP	09/14/22 0000000	RACOM CORPORATION	355.00			09/27/22
					CABLES				
452			04/23 AP	09/14/22 0000000	LAWSON PRODUCTS, INC.	79.64			09/27/22
					MISC SHOP SUPPLIES				
452			04/23 AP	09/13/22 0000000	STOKES WELDING	271.98			09/27/22
					CEMETERY MOWER BELTS				
452			04/23 AP	09/12/22 0000000	TOYNE, INC.	510.69			09/27/22
					FD502 SEAT CUSHION				
452			04/23 AP	09/12/22 0000000	TOYNE, INC.	990.32			09/27/22
					FD501 FLOWMETER SENSOR				
421			04/23 AP	09/08/22 0000000	COVERUP, LTD.	1,450.00			09/27/22
					#601 TOOL BOXES IN TRUCK BED				
421			04/23 AP	09/08/22 0000000	C & C WELDING & SANDBLASTING	525.60			09/27/22
					STEEL PLATE FOR CARDBOARD LOADER				
421			04/23 AP	08/31/22 0000000	FERTILIZER DEALER SUPPLY, INC	1,065.03			09/27/22
					HOSE AND SUPPLIES FOR #2171				
421			04/23 AP	08/31/22 0000000	MENARDS-CEDAR FALLS	68.84			09/27/22
					PAINT FOR #PD561				
452			04/23 AP	08/31/22 0000000	NAPA AUTO PARTS	40,443.25			09/27/22
					NAPA PARTS VEHICLE MAINT				
386			04/23 AP	08/25/22 0000000	AIRGAS USA, LLC	63.86			09/27/22
					WELDING WIRE				
430			04/23 AP	08/19/22 0000000	LAWSON PRODUCTS, INC.	1,276.54			09/27/22
					MISC SHOP SUPPLIES				
452			04/23 AP	08/01/22 0000000	ARNOLD MOTOR SUPPLY	145.99			09/27/22
					AD08 BATTERY				
ACCOUNT TOTAL						47,246.74	.00		47,246.74
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
430			04/23 AP	09/16/22 0000000	ARAMARK	82.45			09/27/22
					SHOP TOWELS				
386			04/23 AP	09/02/22 0000000	ARAMARK	82.45			09/27/22
					SHOP TOWELS				
ACCOUNT TOTAL						164.90	.00		164.90
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
452			04/23 AP	08/31/22 0000000	NAPA AUTO PARTS	212.09			09/27/22
					NAPA PARTS VEHICLE MAINT				
ACCOUNT TOTAL						212.09	.00		212.09

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FUND 685 VEHICLE MAINTENANCE FUND										
430		685-6698-446		04/23	AP 09/19/22 0000000	C & C WELDING & SANDBLASTING	761.21			09/27/22
430				04/23	AP 09/14/22 0000000	WITHAM AUTO CENTERS	119.35			09/27/22
421				04/23	AP 09/13/22 0000000	RASMUSSEN CO., THE	150.00			09/27/22
421				04/23	AP 09/06/22 0000000	RASMUSSEN CO., THE	262.50			09/27/22
421				04/23	AP 09/06/22 0000000	RASMUSSEN CO., THE	100.00			09/27/22
421				04/23	AP 08/31/22 0000000	RASMUSSEN CO., THE	220.00			09/27/22
421				04/23	AP 08/23/22 0000000	RASMUSSEN CO., THE	65.00			09/27/22
421				04/23	AP 08/26/22 0000000	D & D TIRE INC.	710.00			09/27/22
421				04/23	AP 08/05/22 0000000	PRO-LINER COATING	1,250.00			09/27/22
						ACCOUNT TOTAL	3,638.06	.00	3,638.06	
FUND 685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
452				04/23	AP 09/21/22 0000000	C & C WELDING & SANDBLASTING	5,802.82			09/27/22
386				04/23	AP 09/08/22 0000000	STIVERS FORD, INC. VM00641	27,893.00			09/27/22
386				04/23	AP 09/08/22 0000000	STIVERS FORD, INC. VM00642	33,907.00			09/27/22
421				04/23	AP 07/27/22 0000000	SIGNS BY TOMORROW VM00635 ACCESSORY	1,856.00			09/27/22
						ACCOUNT TOTAL	69,458.82	.00	69,458.82	
FUND TOTAL										
							202,154.57	.00	202,154.57	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
418		689-1902-457		04/23	AP 07/27/22 0000000	ODELL COLLISION CENTER DING TO VAN	1,203.10			09/27/22
						ACCOUNT TOTAL	1,203.10	.00	1,203.10	

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-----TRANSACTION-----										
FUND 689						LIABILITY INSURANCE FUND				
						FUND TOTAL	1,203.10	.00		1,203.10
FUND 724						TRUST & AGENCY				
FUND 727						GREENWOOD CEMETERY P-CARE				
FUND 728						FAIRVIEW CEMETERY P-CARE				
FUND 729						HILLSIDE CEMETERY P-CARE				
FUND 790						FLOOD LEVY				
						GRAND TOTAL	2,403,415.41	.00		2,403,415.41