



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, MARCH 06, 2023  
7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of February 20, 2023.

**Agenda Revisions**

**Special Presentations**

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

**Staff Updates**

**Special Order of Business**

2. Hearing on the proposed condemnation of property located at 2208 Coventry Lane.
  - a) Written communications filed with the City Clerk.
  - b) Oral comments.
  - c) Resolution declaring the property located at 2208 Coventry Lane to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by March 20, 2023.
3. Public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to McDonald Construction & Remodeling, LLC.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 02/24/2023)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to McDonald Construction & Remodeling, LLC.
4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Sanitary Sewer Rehabilitation Project.

- a) Receive and file proof of publication of notice of hearing. (Notice published 02/24/2023)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Sanitary Sewer Rehabilitation Project.

5. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Street Construction Project.

- a) Receive and file proof of publication of notice of hearing. (Notice published 02/24/2023)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Street Construction Project.

6. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase I.

- a) Receive and file proof of publication of notice of hearing. (Notice published 02/24/2023)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase I.

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

- 7. Receive and file the City Council Standing Committee minutes of February 20, 2023 relative to the following items:
  - a) City Council Email System Discussion.
  - b) Committee to draft request for proposal (RFP) for assessment of the Public Safety Department.
- 8. Approve a proclamation recognizing March 2023 as Women's History month.
- 9. Receive and file the following resignation of members from Boards and Commissions:
  - a) Melissa Heston, Human Rights Commission.
- 10. Receive and file Departmental Monthly Reports of January 2023.
- 11. Approve the application of Robert Schmitz, d/b/a Cedar Valley Bin Cleaning (Bennington Fields, LLC), for a Mobile Merchant license.
- 12. Approve an Order Accepting Acknowledgment/Settlement Agreement with Cedar Star, Inc., d/b/a Bani's, 2128 College Street, for a second tobacco violation.

- [13.](#) Approve the application of Bani's, 2128 College Street, for a cigarette/tobacco/nicotine/vapor permit - change in ownership.
- [14.](#) Approve the following applications for retail alcohol licenses:
  - a) Hatchlings & Hens, 109 Main Street, Special Class B retail native wine – renewal.
  - b) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol – renewal.
  - c) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service - renewal.
  - d) Hillstreet News & Tobacco, 2217 College Street, Class E retail alcohol - renewal.
  - e) Bani's, 2128 College Street, Class E retail alcohol – new – change in ownership.

**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.)

- [15.](#) Resolution Calendar with items considered separately.
- [16.](#) Resolution approving and authorizing execution of an Apple Device Enrollment Program Facilitation Agreement with USCC Distribution Co. LLC, relative to mobile device management.
- [17.](#) Resolution approving and authorizing execution of a First Amendment to Agreement for Private Development and Memorandum of Agreement Regarding Minimum Improvements with McWing, L.L.C.
- [18.](#) Resolution approving and authorizing execution of a Lease relative to a property vacated by flood buyout programs.
- [19.](#) Resolution approving and authorizing expenditure of funds to repair a pump at the 17th Street Lift Station.
- [20.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Oak Park Boulevard Sanitary Sewer Replacement Project.
- [21.](#) Resolution approving and accepting the contract and bond of K&W Electric, Inc. for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project.
- [22.](#) Resolution approving and accepting two Warranty Deeds, in conjunction with the Main Street Reconstruction Project.
- [23.](#) Resolution approving and authorizing execution of twenty Owner Purchase Agreements; and approving and accepting twenty Temporary Construction Easements, four Storm Sewer and Drainage Easements, and one Permanent Water Main Easement, in conjunction with the North Cedar Heights Area Reconstruction Project.
- [24.](#) Resolution setting March 20, 2023 as the date of public hearing on the maximum levy rate.
- [25.](#) Resolution setting March 20, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT).
- [26.](#) Resolution setting March 20, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to eliminating the shared parking requirement in the Downtown Charter District (CD-DT).
- [27.](#) Resolution setting March 20, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing residential parking requirements in the Downtown Charter District (CD-DT) to one parking space per bedroom.

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

- [28.](#) Allow Bills and Claims for March 6, 2023.

## **Council Updates and Announcements**

### **Council Referrals**

- [29.](#) Refer to the Public Works Committee discussion regarding the river dam and the future of the dam on the Cedar River.

### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, FEBRUARY 20, 2023  
REGULAR MEETING, CITY COUNCIL  
SIMON HARDING, MAYOR PRO TEM, 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 (via phone), Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Pro Tem Harding led the Pledge of Allegiance.

- 54160 - It was moved by Ganfield and seconded by Dunn that the minutes of the Regular Meeting of February 6, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54161 - It was moved by Ganfield and seconded by Dunn that the minutes of the Special City Council meeting of January 30, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54162 - City Clerk Danielsen noted that item #3 was being removed from the agenda.
- 54163 - Mayor Pro Tem Harding recognized Administrative Supervisor Kim Kerr for receiving her Certified Municipal Clerk certification.
- 54164 - Rosemary Beach, 5018 Sage Road, suggested locations to add public restrooms downtown.

Julie Shimek, 104 Main Street, commented on her vehicle being towed from a downtown lot and requested a referral to review the 48-hour parking limit in municipal lots.

Tamie Stahl, 1009 Lakeshore Drive, commented on a personnel issue regarding fire chief leave and distributed information to Council.

Controller/City Treasurer Roeding and Finance & Business Operations Director Rodenbeck responded to questions regarding COVID and ARPA funds received for expenditures and provided information about the City Council's transfer of those funds to the City's emergency fund.

Don Blau, 527 Jessica Lane, also commented on public restrooms downtown and spoke in support of Julie Shimek and expressed concerns with downtown parking.

- 54165 - Community Development Director Sheetz introduced new Cultural Programs Supervisor Cory Hurless, and Human Resources Manager Schindel introduced new Diversity, Equity and Inclusion (DEI) Specialist Chelsie Luhning. Hurless and Luhning commented.

City Administrator Gaines provided an update on the State rollback and the

recent County Emergency Management Agency (EMA) decision, and noted that both of these will affect the upcoming budget.

54166 - It was moved by Ganfield and seconded by Dunn that Ordinance #3023, amending the Zoning Map by placing property located on Lots 5 and 6 of the Midway Business Park in the R-4, Multiple Unit Residential Zoning District, pursuant to provisions of a Zoning Agreement, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor Pro Tem 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 Pro Tem then declared Ordinance #3023 duly passed and adopted.

54167 - It was moved by Ganfield and seconded by Dunn that Ordinance #3024, amending the Zoning Map by removing property generally described as Lots 1-4 of Midway Second Addition from the R-4, Multiple Unit Residential Zoning District, to the R-1, One & Two Unit Residential Zoning District, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor Pro Tem 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 Pro Tem then declared Ordinance #3024 duly passed and adopted.

54168 - It was moved by Ganfield and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of February 6, 2023 relative to the following item:  
a) FY2024 Budget.

Receive and file the City Council Special Standing Committee Meeting minutes of January 30, 2023 relative to the following item:  
a) 6th & Main Intersection.

Receive and file the minutes of the February 3, 2023 City Council Work Session - Joint Meeting with Legislators.

Approve a proclamation recognizing February 24, 2023 as Jamaica Day.

Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:  
a) Mike Mangin, Board of Adjustment, term ending 03/31/2028.

Receive and file the 2022 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.

Approve the application of Posh Smoke and Vape, 6322 University Avenue, Suite L, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for retail alcohol licenses:

- a) Panther Lounge, 210 East 18th Street, Class C retail alcohol - renewal.
- b) Happy's Wine & Spirits, 5925 University Avenue, Class E retail alcohol - renewal.
- c) The Wine Shop, 305 Main Street, Special Class C retail alcohol – new.

Motion carried unanimously.

54169 - It was moved by Dunn and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #23,063, amending Resolution No. 22,901, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$3,860,000 General Obligation Capital Loan Notes, Series 2022, and levying a tax to pay said Notes; Approval of Amendment to Tax Exemption Certificate.

Resolution #23,064, designating July 3, 2023 (9 a.m.-10 p.m.) as an additional day of use for consumer fireworks within the City limits.

Resolution #23,065, approving and adopting the HOME-American Rescue Plan (ARP) Allocation Plan and Annual Action Plan.

Resolution #23,066, approving and authorizing execution of a First Amendment to the Subrecipient Agreement for Federally Funded Project with Refugee & Immigrant Voices in Action (RIVA), f/n/a Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC), for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #23,067, approving and authorizing Amendment #3 to the Entitlement Community Development Block Grant COVID-19 Program Contract with the Iowa Economic Development Authority (IEDA) relative to Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #23,068, approving and accepting a Temporary Construction Easement, in conjunction with the Main Street Reconstruction Project.

Resolution #23,069, approving and accepting five Warranty Deeds and one Quit Claim Deed, in conjunction with the Main Street Reconstruction Project.

Resolution #23,070, receiving and filing the bids, and approving and accepting the bid of K&W Electric, Inc., in the amount of \$728,796.05, being the only bid received for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project.

Resolution #23,071, receiving and filing the bids, and approving and accepting the bid of Peterson Contracting, Inc., in the amount of \$735,520.00, being the only bid received for the Oak Park Boulevard Sanitary Sewer Replacement Project.

Resolution #23,072, receiving and filing, and setting March 6, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate

of cost for the 2023 Sanitary Sewer Rehabilitation Project.

Resolution #23,073, receiving and filing, and setting March 6, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Street Construction Project.

Resolution #23,074, receiving and filing, and setting March 6, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase I.

Resolution #23,075, setting March 6, 2023 as the date of public hearing to consider entering into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to McDonald Construction & Remodeling, LLC.

Following due consideration by the Council, the Mayor Pro Tem 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 Pro Tem then declared Resolutions #23,063 through #23,075 duly passed and adopted.

- 54170 - It was moved by Ganfield and seconded by deBuhr that Resolution #23,076, approving and authorizing submission of the Iowa Certified Local Government (CLG) 2022 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa, be adopted. Historic Preservation Chair Julie Etheredge provided an update and summary of HPC past activities and plans for the upcoming year. Following due consideration by the Council, the Mayor Pro Tem 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 Pro Tem then declared Resolution #23,076 duly passed and adopted.
- 54171 - It was moved by Ganfield and seconded by Dunn that the bills and claims of February 20, 2023 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.
- 54172 - It was moved by Sires and seconded by Schultz review of the parking ordinance for the municipal lot behind the 100 block of Main Street. Following comments by Mayor Pro Tem Harding and Councilmembers Sires, Kruse, Schultz and Dunn, it was moved by Dunn and seconded by Kruse to amend the motion to refer to the Finance & Business Operations Committee review of parking permits purchased for all downtown municipal lots. Motion to amend carried 6-1, with Sires voting Nay. The original motion as amended then carried unanimously. City Attorney Rogers and Administrator Gaines responded to questions by Councilmembers Ganfield and Schultz, and Public Safety Director Berte.
- 54173 - It was moved by Dunn and seconded by Ganfield to adjourn to Executive

Session to discuss Collective Bargaining per Iowa Code Section 20.17(3) as negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:02 P.M.

Mayor Pro Tem Harding reconvened the Council meeting at 8:36 P.M.

54174 - It was moved by Ganfield and seconded by Sires that the meeting be adjourned at 8:37 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

*Inspection Services Division*

**TO:** Honorable Mayor Robert Green & City Council

**FROM:** Jamie Castle, AIA  
 Building Official

**DATE:** March 6, 2023

**SUBJECT:** Condemnation Hearing for 2208 Coventry Lane

On February 15, 2023 the Condemnation Committee, selected by Mayor Green, inspected 2208 Coventry Lane as per City Code Ordinance 7-20(14) IBC 116.3 *Procedure for Condemnation and Removal*. Per the ordinance, the Mayor shall appoint three council members to inspect along with the building official, fire chief, and county health officer and report their findings to the City Council. If the Committee reports the building is unsafe or dangerous the matter shall be set down for hearing at the next regular meeting of the Council.

The appointed Committee consisted of Council members Kelly Dunn, Dustin Ganfield, and Simon Harding as well as Building Official Jamie Castle, Captain John Zolondek, Code Enforcement Officer Adam Spray, and County Health Officers Jared Parameter and Eric Heinen. The owner of the property was not on site at the time of the inspection. The committee entered the property by use of an Administrative Warrant.

#### Nuisance history of 2208 Coventry Lane:

- This property has been an ongoing nuisance for noxious weeds. Since 2013 City contractors have had to mow this yard at least once a year due to lack of compliance. In 2022 it was mowed three times and the property owner was served a citation for multiple violations per Ordinance 17-247(d).
- Two citations have been issued to the property owner for building and property maintenance nuisances. These citations were issued after multiple notices were sent in hopes to gain voluntary compliance. The primary issue was damaged siding and soffit which allowed racoons to enter the property and make a home.
  - The first citation was issued in 2018. The property owner was found guilty and she abated the nuisance. The work was inspected from the exterior through the nuisance ordinance. The repair did not require a building

permit. Therefore the city was not able to enter the property to confirm the repairs were sufficient for the long term.

- A second citation was issued in 2021. The same issues existed. The property owner was found guilty but did not abate the issue.
- Complaints regarding this property and the exterior condition along with the racoon nuisance have continued.
- During one of our attempts to speak directly to the owner, the Code Enforcement officer approached the front door. From the front door he could see into the home and noticed there may be additional life safety issues on the interior. As the homeowner refuses to speak with city staff, we decided for their health and safety in addition to the neighbors concerns, we must request a condemnation committee.

### Results of Condemnation Inspection:

#### Exterior:

- Damage to the siding, soffit, downspouts, and front porch. The exterior finish is removed and access to the attic is completely open for the elements potentially causing damage to the structure. Violation of §15-2(24), 15-2(31)(b,c,d,h)
- There was evidence of racoons living in the attic. The numerous openings to the attic from the exterior had paw prints and mud near them. There was also animal feces throughout the property. Violation of §15-2(19)
- Exterior light fixture was no longer anchored and hanging from the siding causing a potential fire hazard. Violation of NEC 410.30 and 410.36
- Rear exterior wall showed a significant deformation (bulge) which could mean several things from a structural issue to something being stuck within the wall. It was not noticed on the interior.

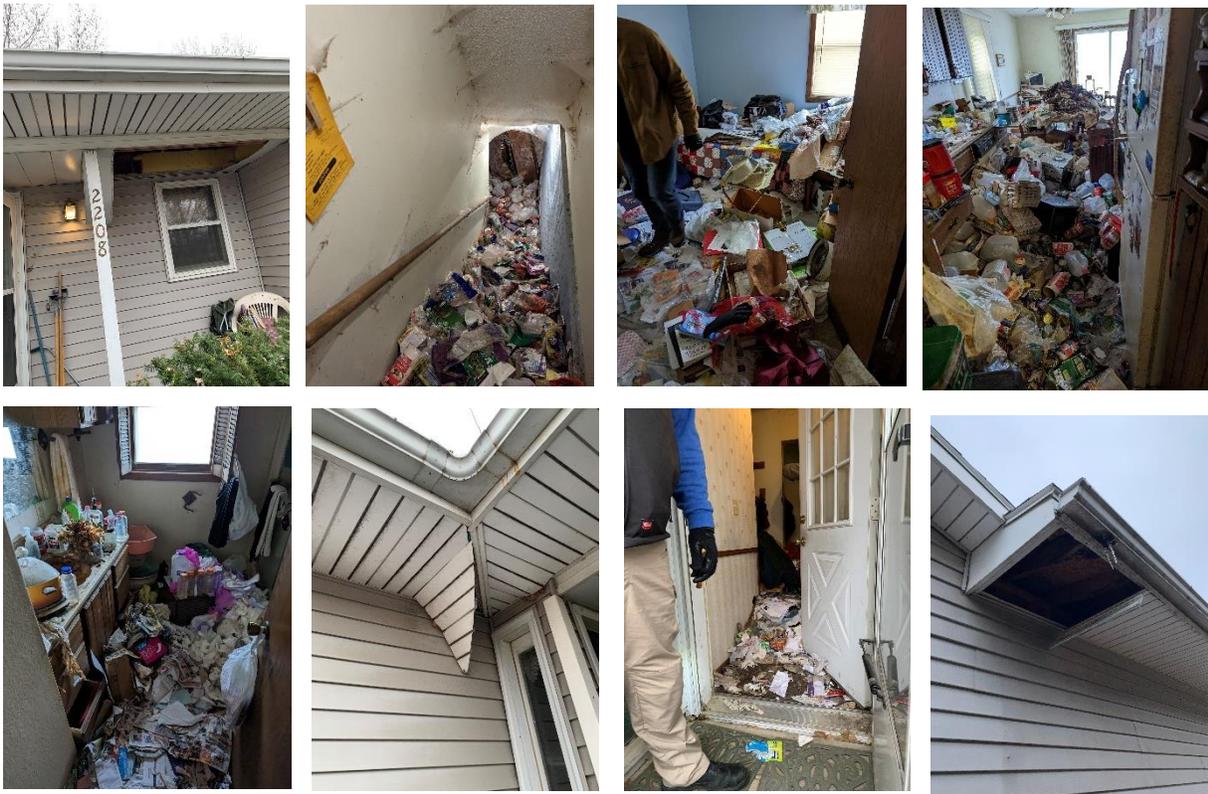
#### Interior:

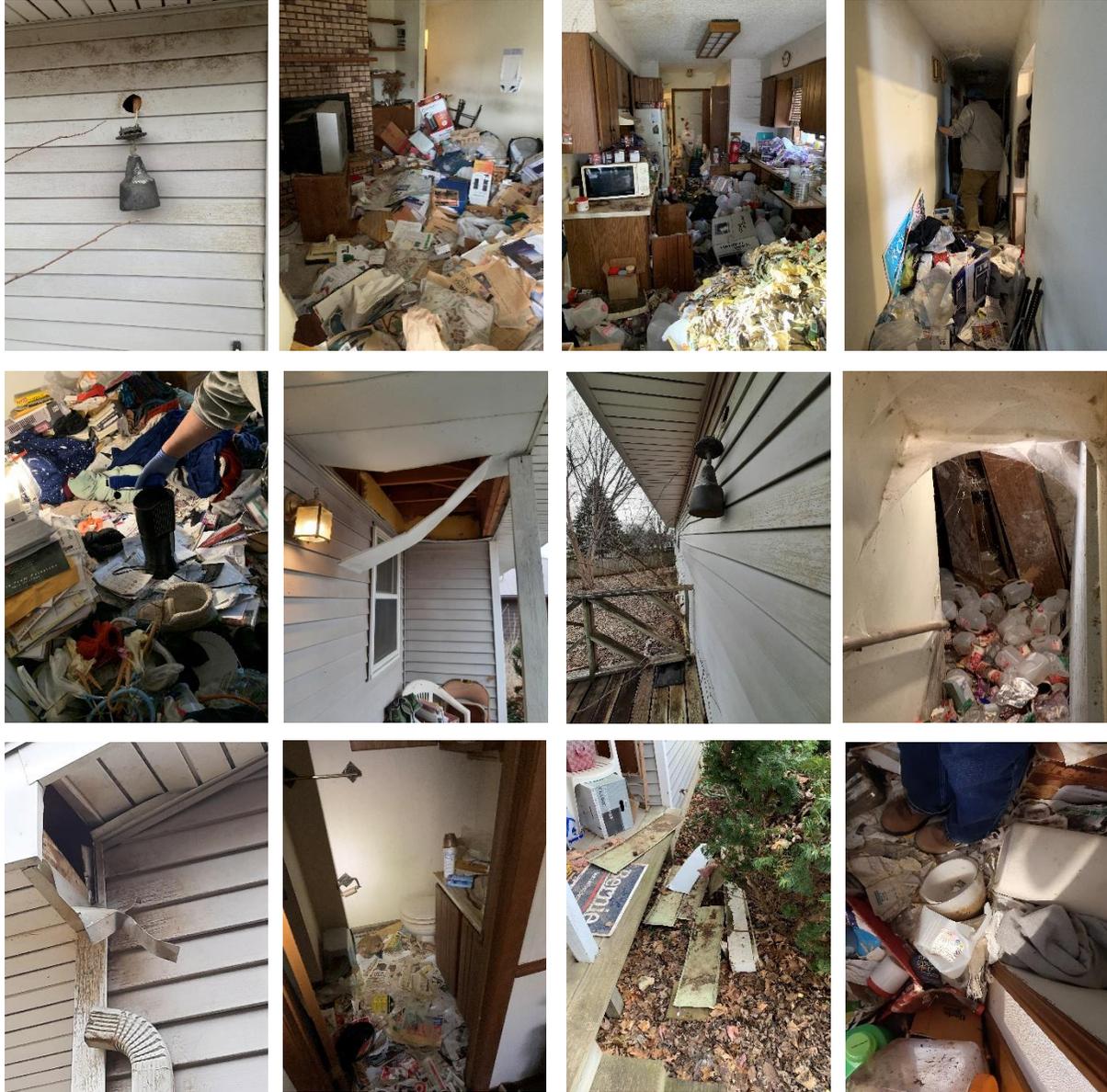
- The property has been neglected and is beginning to deteriorate. There are several areas in the ceiling showing water damage. It is potentially from the open access to the attic. Violation of §15-2(24)
- The home is insanitary. Violation of §7-20(15)
  - There were significant piles of trash and debris throughout the home. Examples are the rotting pile of banana peels and tea bags on the table and the pile of used feminine products in the bathroom.
  - The stairs were completely full of trash and inaccessible.
  - There was no running water throughout the home. After the inspection, I contacted CFU and learned the water was shut off in December of 2019 for lack of access to read the meter. Violation of IRC 306.4, UPC 102.3, UPC 601.2.1
- The home is unsafe. Violation of §7-20(15)
  - The home is full of debris with no clear path of egress to any door within the home. Piles of trash and debris cover the floors making the doors

difficult to open and the walking path unlevel and unsafe. Violation of IRC R311.1

- The stairs leading to the basement are filled with trash. Access to the basement and utilities is inaccessible from the interior of the home. Violation of IRC R311.7
- Utilities are not functioning. In December of 2019 the gas and water were disconnected as the property owner would not allow access to CFU to read the meter. As noted above, even if they had access, they would not have been able to get to the meter safely. Because there was no gas, the furnace was not functioning during our visit. We observed various electric space heaters and extension cords. These heaters were placed on top of the piles of debris. The heaters were running at the time of the inspection even though the homeowner was not home. One heater was malfunctioning and sparking while we were there. We unplugged this heater and placed it in the garage. Lack of a functioning furnace is a life safety violation, and the space heaters are a fire hazard. Violation of IFC 603.9.3, IFC 603.9.4, IRC 303.10

2208 Coventry Lane Photos:





On February 21, 2023 the property owner was served notice regarding this condemnation hearing. At the same time the property was posted as unsafe for human occupancy. The property owner was verbally warned about the living conditions and our concerns about the home and her safety. She seemed unconcerned. We believe she is still living in the home even though it has been posted.

Staff wishes to note that due to the history of violations with this property, the uninhabitable condition (due to lack of utilities and fire hazard), and the building's potential structural issues due to neglect of protective systems, it is doubtful the property can be properly rehabilitated. Demolition may be needed.

Recommendation:

The Department of Community Development recommends the following:

1. City Council declare the property a nuisance.
2. City Council order abatement of the nuisance. The nuisance must be either completely abated or a viable plan of action with a detailed schedule for completion of the abatement must be submitted to the Building Official by 4:00 PM March 20, 2023. The Building Official will be granted authority to reinspect the property after 4:00 PM on March 20, 2023 to determine compliance if a viable plan of action was not submitted. If a viable plan is submitted and approved the building official will also be granted the authority to periodically reinspect the property to ensure the plan is being met as submitted. A reinspection fee of \$75 shall be assessed for every inspection after the initial inspection to ensure compliance.
  - a. A viable plan requires:
    - i. All work to be complete by June 20, 2023.
    - ii. The work to be complete includes all trash and debris is removed from the home, house is clean and sanitized, exterior walls are properly repaired, exterior of the house is cleaned, rear wall is open and investigated, CFU is provided access to the home to read meters, utilities are restored (this will include any required inspections to reconnect the gas), a licensed plumber inspects and repairs the plumbing as required for proper function.
3. If the owner fails to either submit a viable plan of action or abate the nuisance by March 20, 2023, the Building Official is hereby directed to do whatever may be necessary to remove such nuisance by demolition or removal of the home, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.
4. If the owner fails to meet the plan by June 20, 2023, the Building Official is hereby directed to do whatever may be necessary to remove such nuisance by demolition or removal of the home, and to levy the cost of such abatement as a lien upon the above-described real estate, to be collected in the same manner as property taxes.



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** February 27, 2022  
**SUBJECT:** McDonald Construction & Remodeling, LLC Economic Development Project

### INTRODUCTION

For the past several months, staff has been working with the owner of McDonald Construction & Remodeling, LLC toward the construction of a new 8,400 square foot building for their wall framing business. The proposed project will occur on Lot 15 of the Northern Cedar Falls Industrial Park Phase I Addition (2.0-acre parcel of which approximately 1.3 acres is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$750,000 and a total project minimum assessed valuation of \$883,000 (including land).

### DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by McDonald Construction & Remodeling, LLC, and will consist of an approximate 8,400 square foot building to be located along Rail Way on the north end of the Northern Cedar Falls Industrial Park (adjacent to the storm water detention basin). The proposed project will have a minimum building valuation of \$750,000, and a total project valuation including land of \$883,000. McDonald Construction & Remodeling, LLC will commence construction this spring/summer with completion anticipated within approximately 9-12 months.

### COMPANY PROFILE

McDonald Construction & Remodeling, LLC is a framing contractor that has worked in the Cedar Valley since 2008 and currently employs 19 people and intends to grow. The company specializes in residential and commercial wood framing and has built over 500 homes and over 700 apartment units in the area. The company is looking to locate in the Northern Cedar Falls Industrial Park to allow the business to expand their indoor

wall assembly capabilities and have better semi-truck access. Wall panels are currently assembled in climate controlled environments, stored outdoors, and delivered by semi-trucks to the job where additional crews complete the framing. The site in the Northern Cedar Falls Industrial Park would allow easier semi access with a pull in pull out exit with a larger outdoor storage yard for completed wall panels and equipment. The storage yard will be fenced in for a clean appearance and for security purposes.

## **ECONOMIC DEVELOPMENT INCENTIVES**

### **Land Incentive**

For the proposed McDonald Construction & Remodeling, LLC project, the company would receive at no cost, Lot 15 of Northern Cedar Falls Industrial Park Phase I Addition (2.0-acre parcel of which approximately 1.4 acres is buildable after setback and open space requirements). This lot is somewhat oddly shaped, in that it is located along a curve in the road and is fairly wide in length but not very deep (due to setback requirements and a large drainage easement along the rear of the property). However, this configuration fits this project nicely, as the owner needs two access points from the street for larger semi-truck access for deliveries, and having a longer length lot helps accommodate this need. Given that, staff feels that the land incentive provided for this project is consistent with prior City land incentives for other comparable projects.

### **Industrial Partial Property Tax Exemption**

Because the taxable valuation of this project will be below \$1,000,000, there will be no tax incentives included with this project.

## **Conclusion**

As this memorandum indicates, McDonald Construction & Remodeling, LLC is proposing to construct a new 8,400 square foot industrial building on Lot 15 of Northern Cedar Falls Industrial Park Phase I Addition. The proposed new construction building project will have a minimum building permit valuation of \$750,000 and a total Minimum Assessed Valuation of \$883,000 including land. Construction would commence this spring with completion anticipated in approximately 9-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and McDonald Construction & Remodeling, LLC has been reviewed by both parties, and is attached for your review and approval.

## **RECOMMENDATION**

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and McDonald Construction & Remodeling, LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to McDonald Construction & Remodeling, LLC.

If you have any questions regarding the proposed McDonald Construction & Remodeling, LLC economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



McDonald Construction  
& Remodeling, LLC  
8,400 sq. ft. Industrial Building



Project Location



Northern Dr

Rail Way

East Central  
Iowa Coop

Hwy 218

Leversee Rd

Owen  
Contracting

Standard Distribution

Hwy 218

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

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

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND MCDONALD CONSTRUCTION & REMODELING, LLC, AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO MCDONALD CONSTRUCTION & REMODELING, LLC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the “Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan” (the “Urban Renewal Plan”); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from McDonald Construction & Remodeling, LLC ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse Facility totaling at least 8,400 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less); and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$883,000.00 for a period through December 31, 2034; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial

building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

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

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**MCDONALD CONSTRUCTION & REMODELING, LLC**

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## AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McDonald Construction & Remodeling, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613.

### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

## ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2021, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means McDonald Construction & Remodeling, LLC

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse Facility means the Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Minimum Improvements shall mean the construction of an Industrial Use Warehouse Facility totaling at least 8,400 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods,

fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned "M-1, Light Industrial District". The "M-1, Light Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct an Industrial Use Warehouse Facility ("Minimum Improvements") on the 2.04 acre Development Property, which is

to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.

- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require a total investment of not less than Seven Hundred Fifty Thousand Dollars and no/100 Dollars (\$750,000.00), and a taxable valuation of Eight Hundred Eighty Three

Thousand and no/100 Dollars (\$883,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.

- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has funds sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of July, 2024.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Seven Hundred Fifty Thousand Dollars and no/100 Dollars (\$750,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Seven Hundred Fifty Thousand Dollars and no/100 Dollars (\$750,000.00), by no later than the 1<sup>st</sup> day of July, 2023.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of July, 2023, and completed (i) by no later than the 1<sup>st</sup> day of July, 2024, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

## ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

### Section 4.1. Restrictions on Use.

- (a) The Developer shall: use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan and this Agreement until the Termination Date.
- (b) The Developer shall not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## ARTICLE V. INSURANCE AND CONDEMNATION

### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality

of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which

event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer shall notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any condemnation award, the Developer shall use the entire condemnation award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

## ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value, of not less than Eight Hundred Eighty Three Thousand and no/100 Dollars (\$883,000.00). Nothing in the Minimum Assessment

Agreement shall limit the discretion of the Assessor to assign an actual value to the Minimum Improvements and Development Property, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements (and any part thereof) in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, except for any emergency utility needs in the case of any unavailability or interruption of City-owned utility services, which may be secured from alternative sources. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge

during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025, and ending on October 15, 2034, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer’s successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant’s use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property (or any part thereof) to any enterprise that is relocating (“Relocating”) to the City from another part of the County or a contiguous county during the term (the “Term”) of this Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal

incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of

such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent

otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3,

the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

## ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 60 days from the execution of this Agreement to inspect the Development Property for environmental contamination or deficiencies, and during this period, may cancel this Agreement due to the existence of any such environmental contamination or deficiencies by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents and contractors access to the Development Property for purposes of its environmental inspection.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of May, 2023, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. Immediately following the execution of this Agreement, the City shall provide an abstract of title continued only to the date of filing of the plat. It

shall be the Developer's responsibility to pay to have the abstract updated. Following the updating of the abstract of title by the Developer, it shall show marketable title in the City in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than July 1, 2023, and commencement of construction does not appear imminent by no later than July 1, 2023, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than October 1, 2023.

Section 8.11. No Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property

as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief

under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

- (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) If the Developer is in default, the City may withhold the Certificate of Completion;

- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Stephen McDonald  
Member  
McDonald Construction & Remodeling, LLC  
5020 Ironwood Drive  
Cedar Falls, IA 50613

With a copy to: David Mason, Jr.  
Redfern, Mason, Larsen and Moore, P.C.  
415 Clay Street  
Cedar Falls, IA 50613

CITY City of Cedar Falls, Iowa  
City Administrator  
220 Clay Street  
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. 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.

Section 11.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall

be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

McDonald Construction & Remodeling, LLC,  
an Iowa limited liability company

By: [Signature]  
Stephen McDonald, Member

By: [Signature]  
Kathryn McDonald, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 15th day of February,  
2023, by Stephen McDonald and Kathryn McDonald, Members, McDonald Construction  
& Remodeling, LLC, an Iowa limited liability company.

[Signature]  
Notary Public in and for the State of Iowa



EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Warehouse Facility totaling at least 8,400 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

| <u>Activity to be Completed</u> | <u>Completion Date</u> |
|---------------------------------|------------------------|
| Issuance of Building Permit     | July 1, 2023           |
| Substantial Completion          | July 1, 2024           |
| Issuance of Occupancy Permit    | July 1, 2024           |

## EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McDonald Construction & Remodeling, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613; did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

## EXHIBIT D

## MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and McDonald Construction & Remodeling, LLC, an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

## WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2023 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2021, as amended, the City and the Developer desire to establish a minimum actual value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2025, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Eight Hundred Eighty Three Thousand and no/100 Dollars (\$883,000.00) (hereafter referred to as the "Minimum Actual

Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before July 1, 2024.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Assessor's Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Minimum Improvements or to the 2.04 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Assessor's Minimum Actual Value established herein during the term of this Agreement.

2. The Assessor's Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2034.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

DEVELOPER:

McDonald Construction & Remodeling, LLC  
An Iowa limited liability company

By: [Signature]  
Stephen McDonald, Member

By: [Signature]  
Kathryn McDonald, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2023, by Stephen McDonald and Kathryn McDonald, Members, McDonald Construction & Remodeling, LLC, an Iowa limited liability company.

[Signature]  
Notary Public in and for the State of Iowa



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such Minimum Improvements and the 2.04 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$883,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA , COUNTY OF BLACK HAWK, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

# REDFERN, MASON, LARSEN & MOORE, P.L.C.

## ATTORNEYS AT LAW

*Established 1898*

DAVID R. MASON  
JOHN C. LARSEN  
STEVEN D. MOORE  
DONALD B. REDFERN  
MARK S. ROLINGER  
BRUCE L. GETTMAN, JR.  
DAVID H. MASON  
BRADLEY M. STROUSE  
ADAM J. BABINAT  
ISAAC J. DEFORD  
JOSEPH A. KACZMARSKI

415 CLAY STREET  
P.O. BOX 627  
CEDAR FALLS, IOWA 50613

TELEPHONE (319) 277-6830  
FACSIMILE (319) 277-3531

[www.cflaw.com](http://www.cflaw.com)  
[masonjr@cflaw.com](mailto:masonjr@cflaw.com)

MARK W. FRANS DAL  
1960-2021

LEROY H. REDFERN  
1919-2007

WM W. MCKINLEY  
1926-1981

GEORGE F. NEWMAN  
1908-1988

JAMES B. NEWMAN  
1870-1958

City of Cedar Falls  
Attn: City Clerk  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

February 9, 2023

**RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and McDonald Construction & Remodeling, LLC, an Iowa limited liability company**

City of Cedar Falls, Iowa:

As counsel for McDonald Construction & Remodeling, LLC (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2023, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer, or, to our knowledge and after inquiry to Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

REDFERN, MASON, LARSEN AND MOORE, P.C.

By:   
David Mason, Jr., Attorney at Law

## EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McDonald Construction & Remodeling, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.04 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_ day of \_\_\_\_\_, 2023, and terminates on the 31st day of December, 2034, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

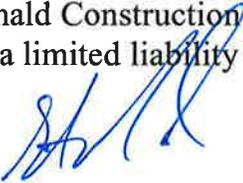
CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

McDonald Construction & Remodeling, LLC  
an Iowa limited liability company.

By:   
\_\_\_\_\_  
Stephen McDonald, Member

By:   
\_\_\_\_\_  
Kathryn McDonald, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 15<sup>th</sup> day of February 2023, by Stephen McDonald and Kathryn McDonald, Members, McDonald Construction & Remodeling, LLC, an Iowa limited liability company.

Joanne Goodrich  
\_\_\_\_\_  
Notary Public in and for the State of Iowa



**QUIT CLAIM DEED  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** McDonald Construction & Remodeling, L.L.C., 5020 Ironwood Drive, Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** City of Cedar Falls, Iowa

**Grantees:** McDonald Construction & Remodeling, L.L.C.

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



### QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, does hereby Quit Claim to McDonald Construction & Remodeling, L.L.C., a limited liability company organized and existing under the laws of Iowa all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lot 15, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

**This deed is exempt according to Iowa Code 428A.2(6).**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_.

City of Cedar Falls, Iowa, an Iowa municipal corporation

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

Attest:

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

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_,  
by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar  
Falls, Iowa, a municipal corporation.

\_\_\_\_\_  
Signature of Notary Public

**QUIT CLAIM DEED  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** McDonald Construction & Remodeling, L.L.C., 5020 Ironwood Drive, Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** City of Cedar Falls, Iowa

**Grantees:** McDonald Construction & Remodeling, L.L.C.

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



### QUIT CLAIM DEED

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Dated: \_\_\_\_\_.

City of Cedar Falls, Iowa, an Iowa municipal corporation

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

Attest:

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

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_,  
by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar  
Falls, Iowa, a municipal corporation.

\_\_\_\_\_  
Signature of Notary Public

**DEPARTMENT OF PUBLIC WORKS**

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

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

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

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

**DATE:** March 6, 2023

**SUBJECT:** 2023 Sanitary Sewer Rehabilitation Project  
City Project Number: SA-000-3316  
Public Hearing

Submitted within for City Council approval are the Specifications and Estimate of Costs and Quantities for the 2023 Sanitary Sewer Rehabilitation Project.

This project consists of installing a cured in place liner within existing 8-inch diameter sewer lines in selected areas of the City. The total project involves approximately 6,147 linear feet and 99 sewer service taps.

The total estimated cost for the construction of this project is \$235,157.00. The project will be funded by Sewer Rental Funds.

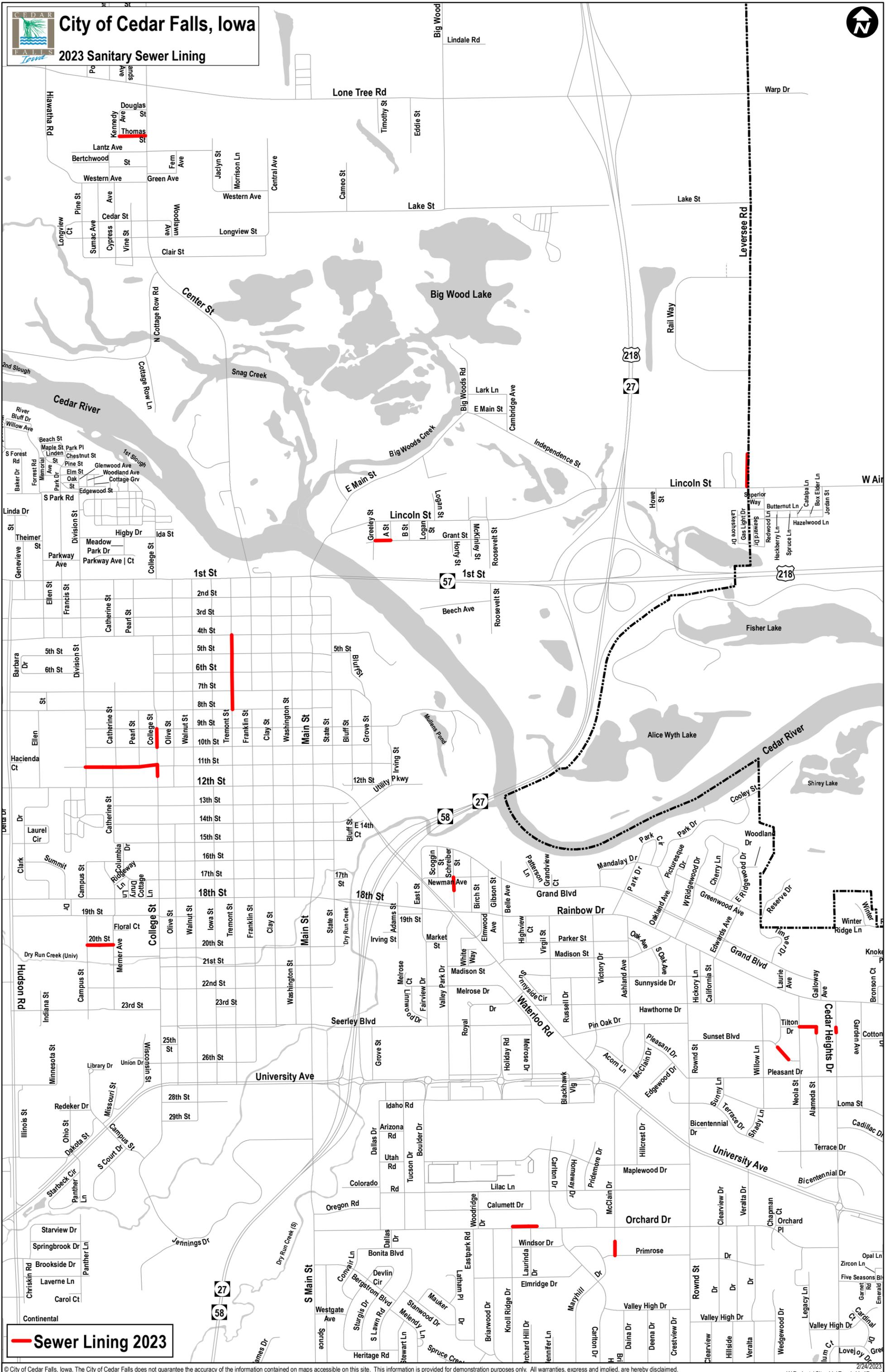
The Engineering Division of the Public Works Department recommends approving the Specifications and Estimate of Costs and Quantities for the 2023 Sanitary Sewer Rehabilitation Project.

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



# City of Cedar Falls, Iowa

## 2023 Sanitary Sewer Lining



**Sewer Lining 2023**

**2023 Sanitary Sewer Rehabilitation  
Project  
CITY PROJECT NO. RC - 000 - 3316  
FINAL ESTIMATE OF COSTS  
AND QUANTITIES  
FEB 2023**

| <b>ITEM NO.</b> | <b>DESCRIPTION</b>                           | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>QUANTITY</b> | <b>TOTAL COST</b> |
|-----------------|--|-------------|-------------------|-----------------|-------------------|
| 1               | Pipe Lining, 8 Inch                          | L.F.        | \$31.00           | 6147.0          | \$190,557.00      |
| 2               | Building Sanitary Sewer Service Reconnection | EACH        | \$325.00          | 99.0            | \$32,175.00       |
| 3               | Grouting Service Laterals                    | Each        | \$75.00           | 99.0            | \$7,425.00        |
| 4               | Mobilization                                 | L.S.        | \$5,000.00        | 1.0             | \$5,000.00        |

**TOTAL PROJECT ESTIMATE**           **\$235,157.00**

**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](http://www.cedarfalls.com)

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

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

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

**DATE:** February 27, 2023

**SUBJECT:** 2023 Street Construction Project  
City Project Number: RC-000-3299  
Public Hearing

This project involves the construction of portions of two (2) city streets totaling 0.47 miles. The two streets are W 18<sup>th</sup> Street from Hudson Rd to Campus Street and Madison Street from Belle Avenue to Virgil Street. Work will include 8,778 SV. of pavement removal and replacement, subgrade preparation, 2,040 LF. of storm sewer, 27 new storm sewer intakes, 2655 LF. of water main replacement, water main services, 2,672 LF. of new subdrain, replacement of driveway approaches and pedestrian ramps, modifications to existing storm sewer intakes, and replacement of signage and striping.

The total estimated cost for the construction of this project is \$2,530,011.15. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Street Construction Project.

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

## 2023 STREET CONSTRUCTION PROJECT

CITY PROJECT NUMBER RC-000-3230

FINAL ESTIMATE OF COSTS & QUANTITIES

Item 5.

| ITEM #                                     | ITEM CODE     | DESCRIPTION   | UNIT | PRICE        | QUANTITY | TOTAL COST            |
|--|---------------|---|------|--------------|----------|-----------------------|
| 1  | 2010-108-D-3  | OFF-SITE TOPSOIL  | C.Y. | \$30.00      | 514      | \$15,420.00           |
| 2  | 2010-108-E-0  | EXCAVATION, CLASS 10, ROADWAY, WASTE                                | C.Y. | \$15.00      | 3278     | \$49,170.00           |
| 3  | 2010-108-E-0  | EXCAVATION, CLASS 12, BOULDERS                                      | C.Y. | \$30.00      | 20       | \$600.00              |
| 4  | 2010-108-F-0  | BELOW GRADE EXCAVATION (CORE OUT)                                   | C.Y. | \$15.00      | 200      | \$3,000.00            |
| 5  | 2010-108-G-0  | SUBGRADE PREPARATION  | S.Y. | \$1.00       | 9834     | \$9,834.00            |
| 6  | 2010-108-H-0  | SUBGRADE TREATMENT, GEOGRID TENSAR TX-160                           | S.Y. | \$9.00       | 5663     | \$50,967.00           |
| 7  | 2010-108-I-0  | SUBBASE, MODIFIED, 12 IN.   | S.Y. | \$20.00      | 9834     | \$196,680.00          |
| 8  | 3010-108-D-0  | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL                         | TONS | \$32.00      | 2500     | \$80,000.00           |
| 9  | 4010-108-A-1  | SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS            | L.F. | \$60.00      | 331      | \$19,860.00           |
| 10   | 4010-108-E-1  | SANITARY SEWER SERVICE, TRENCHED, PVC, 4 IN., (SDR-23.5)            | L.F. | \$60.00      | 200      | \$12,000.00           |
| 11   | 4010-108-H-1  | REMOVAL OF SANITARY SEWER   | L.F. | \$10.00      | 331      | \$3,310.00            |
| 12   | 4020-108-A-1  | STORM SEWER, TRENCHED, 15 IN. HDPE                                  | L.F. | \$65.00      | 1267     | \$82,355.00           |
| 13   | 4020-108-A-1  | STORM SEWER, TRENCHED, 15 IN. RCP, 2000D                            | L.F. | \$90.00      | 158      | \$14,220.00           |
| 14   | 4020-108-A-1  | STORM SEWER, TRENCHED, 18 IN. HDPE                                  | L.F. | \$75.00      | 109      | \$8,175.00            |
| 15   | 4020-108-A-1  | STORM SEWER, TRENCHED, 18 IN. RCP, 2000D                            | L.F. | \$100.00     | 118      | \$11,800.00           |
| 16   | 4020-108-A-1  | STORM SEWER, TRENCHED, 24 IN. HDPE                                  | L.F. | \$80.00      | 288      | \$23,040.00           |
| 17   | 4020-108-A-1  | STORM SEWER, TRENCHED, 24 IN. RCP, 2000D                            | L.F. | \$105.00     | 100      | \$10,500.00           |
| 18   | 4020-211      | SPECIAL PIPE CONNECTIONS, SW-211                                    | EACH | \$500.00     | 1        | \$500.00              |
| 19   | 4020-108-D-1  | REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.(NON-SUBDRAIN) | L.F. | \$10.00      | 1431     | \$14,310.00           |
| 20   | 4020-108-D-1  | REMOVAL STORM SEWER (SUBDRAIN)                                      | L.F. | \$3.00       | 1930     | \$5,790.00            |
| 21   | 4040-108-A-0  | SUBDRAIN, PERFORATED, 6 IN.   | L.F. | \$12.00      | 2672     | \$32,064.00           |
| 22   | 4040-108-D-0  | SUBDRAIN, OUTLET, 6 IN. C.M.P.                                      | EACH | \$275.00     | 15       | \$4,125.00            |
| 23   | 4040-108-D-0  | SUBDRAIN, SUMP PUMP TAP   | EACH | \$350.00     | 56       | \$19,600.00           |
| 24   | 4040-108-A-0  | FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR                            | L.F. | \$20.00      | 20       | \$400.00              |
| 25   | 5010-108-A-1  | WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)              | L.F. | \$70.00      | 20       | \$1,400.00            |
| 26   | 5010-108-A-1  | WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)              | L.F. | \$75.00      | 60       | \$4,500.00            |
| 27   | 5010-108-A-1  | WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)              | L.F. | \$80.00      | 2575     | \$206,000.00          |
| 28   | 5010-108-C-2  | FITTINGS, DUCTILE IRON  | LBS. | \$12.00      | 6300     | \$75,600.00           |
| 29   | 5010-108-D-0  | SERVICE SHORTSIDE, 3/4"   | EACH | \$1,900.00   | 26       | \$49,400.00           |
| 30   | 5010-108-D-0  | SERVICE, LONGSIDE, 3/4"   | EACH | \$2,750.00   | 28       | \$77,000.00           |
| 31   | 5010-XX-1     | MECHANICAL JOINT RESTRAINT, 4"                                      | EACH | \$150.00     | 10       | \$1,500.00            |
| 32   | 5010-XX-1     | MECHANICAL JOINT RESTRAINT, 6"                                      | EACH | \$175.00     | 25       | \$4,375.00            |
| 33   | 5010-XX-1     | MECHANICAL JOINT RESTRAINT, 8"                                      | EACH | \$185.00     | 52       | \$9,620.00            |
| 34   | 5010-XX-2     | JOINT RESTRAINT GASKET, 4"  | EACH | \$160.00     | 1        | \$160.00              |
| 35   | 5010-XX-2     | JOINT RESTRAINT GASKET, 8"  | EACH | \$180.00     | 39       | \$7,020.00            |
| 36   | 5010-XX-3     | 8" NITRILE GASKETS  | EACH | \$170.00     | 43       | \$7,310.00            |
| 37   | 5020-108-A-0  | VALVE, 8" MJ GATE W/ BOX  | EACH | \$2,500.00   | 13       | \$32,500.00           |
| 38   | 5020-108-C-0  | FIRE HYDRANT ASSEMBLY   | EACH | \$5,500.00   | 9        | \$49,500.00           |
| 39   | 5020-108-E-0  | VALVE BOX ADJUSTMENT  | EACH | \$600.00     | 2        | \$1,200.00            |
| 40   | 5020-108-C-0  | FIRE HYDRANT ASSEMBLY REMOVAL                                       | EACH | \$1,300.00   | 5        | \$6,500.00            |
| 41   | 6010-108-A-0  | MANHOLE, STORM SEWER, SW-401, 48" DIA.                              | EACH | \$4,600.00   | 6        | \$27,600.00           |
| 42   | 6010-108-A-0  | MANHOLE, SANITARY SEWER, SW-301, 48" DIA.                           | EACH | \$7,000.00   | 5        | \$35,000.00           |
| 43   | 6010-108-B-0  | INTAKE, SW-507  | EACH | \$6,500.00   | 4        | \$26,000.00           |
| 44   | 6010-108-B-0  | INTAKE, SW-509  | EACH | \$8,000.00   | 10       | \$80,000.00           |
| 45   | 6010-108-B-0  | INTAKE, TYPE B  | EACH | \$6,500.00   | 1        | \$6,500.00            |
| 46   | 6010-108-B-0  | INTAKE, TYPE D  | EACH | \$8,000.00   | 11       | \$88,000.00           |
| 47   | 6010-108-F-0  | MANHOLE ADJUSTMENT, MAJOR (CFD.07, "MR. MANHOLE")                   | EACH | \$3,000.00   | 4        | \$12,000.00           |
| 48   | 6010-108-H-0  | REMOVAL OF STORM MANHOLES AND INTAKES                               | EACH | \$750.00     | 18       | \$13,500.00           |
| 49   | 6010-108-H-0  | REMOVAL OF SANITARY MANHOLES  | EACH | \$1,200.00   | 5        | \$6,000.00            |
| 50   | 7010-108-A-0  | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"             | S.Y. | \$52.00      | 2640     | \$137,280.00          |
| 51   | 7010-108-A-0  | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"             | S.Y. | \$55.00      | 6138     | \$337,590.00          |
| 52   | 7030-108-A-0  | REMOVAL OF DRIVEWAY   | S.Y. | \$10.00      | 922      | \$9,220.00            |
| 53   | 7030-108-A-0  | REMOVAL OF SIDEWALK   | S.Y. | \$10.00      | 34       | \$340.00              |
| 54   | 7030-108-E-0  | SIDEWALK, P.C.C., 4 IN., CLASS "C"                                  | S.Y. | \$65.00      | 29       | \$1,885.00            |
| 55   | 7030-108-E-0  | SIDEWALK, P.C.C., 6 IN., CLASS "C"                                  | S.Y. | \$100.00     | 5        | \$500.00              |
| 56   | 7030-108-G-0  | DETECTABLE WARNINGS   | S.F. | \$51.00      | 8        | \$408.00              |
| 57   | 7030-108-H-0  | DRIVEWAY, P.C.C., 6 IN., CLASS "C"                                  | S.Y. | \$60.00      | 922      | \$55,320.00           |
| 58   | 7030-108-H-2  | GRANULAR SURFACING, 1-INCH ROADSTONE                                | TONS | \$30.00      | 40       | \$1,200.00            |
| 59   | 7040-108-A-0  | PATCH, P.C.C., FULL DEPTH, "M" MIX                                  | S.Y. | \$300.00     | 20       | \$6,000.00            |
| 60   | 7040-108-H-0  | PAVEMENT REMOVAL, PCC   | S.Y. | \$9.00       | 8778     | \$79,002.00           |
| 61   | 7040-108-H-0  | PAVEMENT REMOVAL, ACC   | S.Y. | \$9.00       | 8778     | \$79,002.00           |
| 62   | 8020-108-B-0  | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE                       | STA. | \$90.00      | 27       | \$2,430.00            |
| 63   | 8020-108-G-0  | PAINTED SYMBOLS AND LEGENDS   | EACH | \$80.00      | 7        | \$560.00              |
| 64   | 8020-XX-1     | STREET SIGNS (SIGNS, POST, & RECIEVER)                              | EACH | \$350.00     | 28       | \$9,800.00            |
| 65   | 8030-108-A-0  | TEMPORARY TRAFFIC CONTROL   | L.S. | \$50,000.00  | 1        | \$50,000.00           |
| 66   | 9020-108-A-0  | SOD   | S.F. | \$0.90       | 27761    | \$24,984.90           |
| 67   | 9040-108-D-1A | WATTLES, 9IN. STRAW   | L.F. | \$2.25       | 4867     | \$10,950.75           |
| 68   | 9040-108-D-2A | WATTLES, MAINTENANCE AND REMOVAL                                    | L.F. | \$0.50       | 4867     | \$2,433.50            |
| 69   | 9040-108-T-1  | INLET PROTECTION DEVICE, INSTALLATION                               | EACH | \$150.00     | 26       | \$3,900.00            |
| 70   | 9040-108-T-2  | INLET PROTECTION DEVICE, MAINTENANCE                                | EACH | \$50.00      | 26       | \$1,300.00            |
| 71   | 10010-108-A-3 | DEMOLITION OF BUILDING STRUCTURES (STAIRS)                          | L.S. | \$5,000.00   | 1        | \$5,000.00            |
| 72   | 11020-108-A-0 | MOBILIZATION  | L.S. | \$200,000.00 | 1        | \$200,000.00          |
| 73   | 11050-108-A-0 | CONCRETE WASHOUT  | LS   | \$15,000.00  | 1        | \$15,000.00           |
| <b>TOTAL STREET RECONSTRUCTION</b>         |               |   |      |              |          | <b>\$1,961,256.15</b> |
| <b>TOTAL SANITARY SEWER RECONSTRUCTION</b> |               |   |      |              |          | <b>\$35,170.00</b>    |
| <b>TOTAL WATERMAIN REPLACEMENT</b>         |               |   |      |              |          | <b>\$533,585.00</b>   |
| <b>TOTAL PROJECT ESTIMATE</b>              |               |   |      |              |          | <b>\$2,530,011.15</b> |

**DEPARTMENT OF PUBLIC WORKS**

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

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

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

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

**DATE:** February 27, 2023

**SUBJECT:** North Cedar Heights Area Reconstruction Project Phase 1  
City Project Number: RC-092-3271  
Request for PS&E Approval

This project will reconstruct Timber Drive from Grand Avenue to Greenwood Avenue and West Ridgewood Drive from (and including part of) Greenwood Avenue to Cherry Lane. Work includes reconstruction of water main, storm and sanitary sewers, slope repairs, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The total estimated cost for the construction of this project is \$3,964,626.38. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Project Phase 1.

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

**Engineer's Estimate of Costs**  
 North Cedar Heights Area Reconstruction Project  
 Cedar Falls Project No.: RC-092-3271  
 AECOM Project No.: 60672593  
 2/3/2023

| Item No. | Item Code    | Item Description   | Unit | Estimated Quantities |            |            |            |        | Engineer's Estimate | Estimated Costs |               |               |              |               |
|----------|--------------|--|------|----------------------|------------|------------|------------|--------|---------------------|-----------------|---------------|---------------|--------------|---------------|
|          |              |  |      | Division 1           | Division 2 | Division 3 | Division 4 | Total  |                     | Division 1      | Division 2    | Division 3    | Division 4   | Total         |
| 1        | 2010-108A    | CLEARING AND GRUBBING  | UNIT | 249.6                |            |            | 44         | 293.6  | \$ 150.00           | \$ 37,440.00    | \$ -          | \$ -          | \$ 6,600.00  | \$ 44,040.00  |
| 2        | 2010-108B    | CLEARING AND GRUBBING  | AC   | 0.46                 |            |            | 0.01       | 0.47   | \$ 60,000.00        | \$ 27,600.00    | \$ -          | \$ -          | \$ 600.00    | \$ 28,200.00  |
| 3        | 2010-108B    | GRUBBING (BY AREA)   | AC   | 1                    |            |            | 1          | 1      | \$ 30,000.00        | \$ 30,000.00    | \$ -          | \$ -          | \$ -         | \$ 30,000.00  |
| 4        | 2010-108D    | TOPSOIL, CONTRACTOR PROVIDED   | CY   | 656                  |            |            | 75         | 731    | \$ 30.00            | \$ 19,680.00    | \$ -          | \$ -          | \$ 2,250.00  | \$ 21,930.00  |
| 5        | 2010-108D    | TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR   | CY   | 1050                 |            |            |            | 1050   | \$ 28.00            | \$ 29,400.00    | \$ -          | \$ -          | \$ -         | \$ 29,400.00  |
| 6        | 2010-108E    | EXCAVATION, CLASS 10, WASTE  | CY   | 3249                 |            |            | 152        | 3401   | \$ 20.00            | \$ 64,980.00    | \$ -          | \$ -          | \$ 3,040.00  | \$ 68,020.00  |
| 7        | 2010-108E    | EXCAVATION, CLASS 10, SLOPE REPAIR   | CY   | 4395                 |            |            |            | 4395   | \$ 12.00            | \$ 52,740.00    | \$ -          | \$ -          | \$ -         | \$ 52,740.00  |
| 8        | 2010-108E    | EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR   | CY   | 7978                 |            |            |            | 7978   | \$ 20.00            | \$ 159,560.00   | \$ -          | \$ -          | \$ -         | \$ 159,560.00 |
| 9        | 2010-108E    | EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR  | CY   | 1565                 |            |            |            | 1565   | \$ 20.00            | \$ 31,300.00    | \$ -          | \$ -          | \$ -         | \$ 31,300.00  |
| 10       | 2010-108E    | EXCAVATION, CLASS 13   | CY   | 10                   |            |            |            | 10     | \$ 45.00            | \$ 450.00       | \$ -          | \$ -          | \$ -         | \$ 450.00     |
| 11       | 2010-108G    | SUBGRADE PREPARATION, 12 IN.   | SY   | 6913                 |            |            | 444        | 7357   | \$ 2.50             | \$ 17,282.50    | \$ -          | \$ -          | \$ 1,110.00  | \$ 18,392.50  |
| 12       | 2010-108I    | SUBGRADE TREATMENT, GEOGRID  | SY   | 100                  |            |            |            | 100    | \$ 8.00             | \$ 800.00       | \$ -          | \$ -          | \$ -         | \$ 800.00     |
| 13       | 2010-108J    | SUBBASE, MODIFIED 6 IN.  | SY   | 518.3                |            |            |            | 518.3  | \$ 23.00            | \$ 11,920.90    | \$ -          | \$ -          | \$ -         | \$ 11,920.90  |
| 14       | 2010-108J    | SUBBASE, MODIFIED 12 IN.   | SY   | 6913                 |            |            | 444        | 7357   | \$ 17.00            | \$ 117,521.00   | \$ -          | \$ -          | \$ 7,548.00  | \$ 125,069.00 |
| 15       | 2010-108K    | REMOVALS, SIGN STRUCTURE   | EACH | 1                    |            |            |            | 1      | \$ 200.00           | \$ 200.00       | \$ -          | \$ -          | \$ -         | \$ 200.00     |
| 16       | 2010-108M    | COMPACTION TESTING   | LS   | 1                    |            |            |            | 1      | \$ 100,000.00       | \$ 100,000.00   | \$ -          | \$ -          | \$ -         | \$ 100,000.00 |
| 17       | 3010-108D    | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL  | TON  | 100                  |            |            |            | 100    | \$ 30.00            | \$ 3,000.00     | \$ -          | \$ -          | \$ -         | \$ 3,000.00   |
| 18       | 4010-108A    | SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.                                    | LF   |                      |            | 1839       | 77         | 1916   | \$ 90.00            | \$ -            | \$ -          | \$ 165,510.00 | \$ 6,930.00  | \$ 172,440.00 |
| 19       | 4010-108C    | SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.  | LF   |                      |            | 755        |            | 755    | \$ 120.00           | \$ -            | \$ -          | \$ 90,600.00  | \$ -         | \$ 90,600.00  |
| 20       | 4010-108E    | SANITARY SEWER SERVICE   | LF   |                      |            | 440        | 10         | 450    | \$ 130.00           | \$ -            | \$ -          | \$ 57,200.00  | \$ 1,300.00  | \$ 58,500.00  |
| 21       | 4010-108     | SANITARY SEWER PIPE INSULATION   | LF   |                      |            | 104        |            | 104    | \$ 35.00            | \$ -            | \$ -          | \$ 3,640.00   | \$ -         | \$ 3,640.00   |
| 22       | 4010-108H    | REMOVAL OF SANITARY SEWER  | LF   | 2037                 |            |            |            | 2037   | \$ 15.00            | \$ 30,555.00    | \$ -          | \$ -          | \$ 4,515.00  | \$ 35,070.00  |
| 23       | 4020-108A    | STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.  | LF   | 584                  |            |            |            | 584    | \$ 100.00           | \$ 58,400.00    | \$ -          | \$ -          | \$ -         | \$ 58,400.00  |
| 24       | 4020-108A    | STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.  | LF   | 401                  |            |            |            | 401    | \$ 100.00           | \$ 40,100.00    | \$ -          | \$ -          | \$ -         | \$ 40,100.00  |
| 25       | 4020-108A    | STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.  | LF   | 128                  |            |            |            | 128    | \$ 120.00           | \$ 15,360.00    | \$ -          | \$ -          | \$ -         | \$ 15,360.00  |
| 26       | 4020-108A    | STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.  | LF   | 122                  |            |            |            | 122    | \$ 130.00           | \$ 15,860.00    | \$ -          | \$ -          | \$ -         | \$ 15,860.00  |
| 27       | 4020-108D    | REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.  | LF   | 334                  |            |            |            | 334    | \$ 20.00            | \$ 6,680.00     | \$ -          | \$ -          | \$ -         | \$ 6,680.00   |
| 28       | 4030-108B    | 18" RCP APRON 4030.222   | EACH | 1                    |            |            |            | 1      | \$ 1,600.00         | \$ 1,600.00     | \$ -          | \$ -          | \$ -         | \$ 1,600.00   |
| 29       | 4030-108B    | 24" RCP APRON 4030.222   | EACH | 4                    |            |            |            | 4      | \$ 1,750.00         | \$ 7,000.00     | \$ -          | \$ -          | \$ -         | \$ 7,000.00   |
| 30       | 4030-108B    | 30" RCP APRON 4030.222   | EACH | 1                    |            |            |            | 1      | \$ 2,250.00         | \$ 2,250.00     | \$ -          | \$ -          | \$ -         | \$ 2,250.00   |
| 31       | 4030-108C    | RCP APRON FOOTINGS 4030.221  | EACH | 6                    |            |            |            | 6      | \$ 2,000.00         | \$ 12,000.00    | \$ -          | \$ -          | \$ -         | \$ 12,000.00  |
| 32       | 4040-108A    | SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.   | LF   | 3946                 |            |            | 174.7      | 4120.7 | \$ 20.00            | \$ 78,920.00    | \$ -          | \$ -          | \$ 3,494.00  | \$ 82,414.00  |
| 33       | 4040-108A    | SUBDRAIN, 6 IN. DIA. DR-303, TYPE 11   | LF   | 995.7                |            |            |            | 995.7  | \$ 15.00            | \$ 14,935.50    | \$ -          | \$ -          | \$ -         | \$ 14,935.50  |
| 34       | CFD.01       | SUBDRAIN OUTLETS, CFD.01   | EACH | 31                   |            |            | 1          | 32     | \$ 650.00           | \$ 20,150.00    | \$ -          | \$ -          | \$ 650.00    | \$ 20,800.00  |
| 35       | 4040-108D    | SUBDRAIN OUTLETS, 4040.233   | EACH | 1                    |            |            |            | 1      | \$ 650.00           | \$ 650.00       | \$ -          | \$ -          | \$ -         | \$ 650.00     |
| 36       | 4040-108E    | SUBDRAIN TAP 6"  | EACH | 24                   |            |            | 2          | 26     | \$ 600.00           | \$ 14,400.00    | \$ -          | \$ -          | \$ 1,200.00  | \$ 15,600.00  |
| 37       | 5010-108A    | WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN. POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS | LF   |                      | 2777.3     |            |            | 2777.3 | \$ 130.00           | \$ -            | \$ 361,049.00 | \$ -          | \$ -         | \$ 361,049.00 |
| 38       | 5010-108A    | WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6IN. POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS  | LF   |                      | 5          |            |            | 5      | \$ 120.00           | \$ -            | \$ 600.00     | \$ -          | \$ -         | \$ 600.00     |
| 39       | 5010-108A    | WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4IN. POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS  | LF   |                      | 56.9       |            |            | 56.9   | \$ 130.00           | \$ -            | \$ 7,397.00   | \$ -          | \$ -         | \$ 7,397.00   |
| 40       | 5010-108C    | FITTINGS BY WEIGHT, DUCTILE IRON   | LBS  | 6343.4               |            | 709.8      |            | 7053.2 | \$ 30.00            | \$ 190,302.00   | \$ 21,294.00  | \$ -          | \$ -         | \$ 211,596.00 |
| 41       | 5010-108D    | WATER SERVICE  | EACH | 547                  |            |            |            | 547    | \$ 110.00           | \$ 60,170.00    | \$ -          | \$ -          | \$ -         | \$ 60,170.00  |
| 42       | 5010-108F    | WATERMAIN ABANDONMENT, CAP   | EACH | 19                   |            |            |            | 19     | \$ 1,300.00         | \$ 24,700.00    | \$ -          | \$ -          | \$ -         | \$ 24,700.00  |
| 43       | 5010-108H    | WATERMAIN REMOVAL  | LF   | 120                  |            |            |            | 120    | \$ 25.00            | \$ 3,000.00     | \$ -          | \$ -          | \$ -         | \$ 3,000.00   |
| 44       | 5020-108A    | VALVE, GATE, DIP, 4 IN   | EACH | 1                    |            |            |            | 1      | \$ 3,000.00         | \$ -            | \$ 3,000.00   | \$ -          | \$ -         | \$ 3,000.00   |
| 45       | 5020-108A    | VALVE, GATE, DIP, 8 IN   | EACH | 11                   |            |            |            | 11     | \$ 3,250.00         | \$ -            | \$ 35,750.00  | \$ -          | \$ -         | \$ 35,750.00  |
| 46       | 5020-108C    | FIRE HYDRANT ASSEMBLY  | EACH | 8                    |            |            |            | 8      | \$ 9,500.00         | \$ -            | \$ 76,000.00  | \$ -          | \$ -         | \$ 76,000.00  |
| 47       | 5020-108I    | HYDRANT ASSEMBLY REMOVAL   | EA   | 9                    |            |            |            | 9      | \$ 1,500.00         | \$ -            | \$ 13,500.00  | \$ -          | \$ -         | \$ 13,500.00  |
| 48       | 6010-108A    | MANHOLE, 6010.301, 48 IN.  | EACH | 1                    |            | 14         | 2          | 16     | \$ 6,500.00         | \$ -            | \$ -          | \$ 91,000.00  | \$ 13,000.00 | \$ 104,000.00 |
| 49       | 6010-108A    | MANHOLE, 6010.301, 60 IN.  | EACH | 4                    |            |            | 1          | 5      | \$ 8,000.00         | \$ -            | \$ -          | \$ 32,000.00  | \$ 8,000.00  | \$ 40,000.00  |
| 50       | 6010-108A    | MANHOLE, 6010.301, 72 IN.  | EACH | 1                    |            |            |            | 1      | \$ 9,000.00         | \$ -            | \$ -          | \$ 9,000.00   | \$ -         | \$ 9,000.00   |
| 51       | 6010-108A    | MANHOLE, 6010.401, 48 IN.  | EACH | 4                    |            |            |            | 4      | \$ 6,500.00         | \$ 26,000.00    | \$ -          | \$ -          | \$ -         | \$ 26,000.00  |
| 52       | 6010-108A    | MANHOLE, 6010.401, 60 IN.  | EACH | 1                    |            |            |            | 1      | \$ 7,000.00         | \$ 7,000.00     | \$ -          | \$ -          | \$ -         | \$ 7,000.00   |
| 53       | 6010-108B    | INTAKE, 6010.502, 60 IN.   | EACH | 1                    |            |            |            | 1      | \$ 10,250.00        | \$ 10,250.00    | \$ -          | \$ -          | \$ -         | \$ 10,250.00  |
| 54       | 6010-108B    | INTAKE, 6010.502, 72 IN.   | EACH | 1                    |            |            |            | 1      | \$ 11,000.00        | \$ 11,000.00    | \$ -          | \$ -          | \$ -         | \$ 11,000.00  |
| 55       | 6010-108B    | INTAKE, 6010.505   | EACH | 13                   |            |            |            | 13     | \$ 8,500.00         | \$ 110,500.00   | \$ -          | \$ -          | \$ -         | \$ 110,500.00 |
| 56       | 6010-108B    | INTAKE, 6010.510   | EACH | 1                    |            |            |            | 1      | \$ 12,000.00        | \$ 12,000.00    | \$ -          | \$ -          | \$ -         | \$ 12,000.00  |
| 57       | 6010-108B    | INTAKE, 6010.513   | EACH | 2                    |            |            |            | 2      | \$ 9,000.00         | \$ 18,000.00    | \$ -          | \$ -          | \$ -         | \$ 18,000.00  |
| 58       | 6010-108C    | DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL  | EACH |                      |            | 3          |            | 3      | \$ 7,200.00         | \$ -            | \$ -          | \$ 21,600.00  | \$ -         | \$ 21,600.00  |
| 59       | 6010-108H    | REMOVALS, MANHOLE OR INTAKE  | EACH | 2                    |            | 14         | 2          | 18     | \$ 1,250.00         | \$ 2,500.00     | \$ -          | \$ 17,500.00  | \$ 2,500.00  | \$ 22,500.00  |
| 60       | 7010-108A    | PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.   | SY   | 581                  |            |            |            | 581    | \$ 75.00            | \$ 43,575.00    | \$ -          | \$ -          | \$ -         | \$ 43,575.00  |
| 61       | 7010-108E    | CURB AND GUTTER, SLOPED, 4 IN.   | LF   | 2854                 |            |            | 174        | 3028   | \$ 50.00            | \$ 151,400.00   | \$ -          | \$ -          | \$ -         | \$ 151,400.00 |
| 62       | 7010-108E    | CURB AND GUTTER, DROPPED, 0 IN.  | LF   | 2193                 |            |            | 174        | 2367   | \$ 50.00            | \$ 118,350.00   | \$ -          | \$ -          | \$ 8,700.00  | \$ 127,050.00 |
| 63       | 3304-010108D | TEMPORARY PAVEMENT, 6" PCC   | SY   | 232.5                |            |            |            | 232.5  | \$ 60.00            | \$ 13,950.00    | \$ -          | \$ -          | \$ -         | \$ 13,950.00  |
| 64       | 7020-108B    | 7" HMA ST  | SY   | 3612.1               |            |            | 233        | 3845.1 | \$ 80.00            | \$ 288,968.00   | \$ -          | \$ -          | \$ 18,640.00 | \$ 307,608.00 |
| 65       | 7030-108A    | REMOVAL OF DRIVEWAY  | SY   | 518.3                |            |            | 14         | 532.3  | \$ 9.00             | \$ 4,664.70     | \$ -          | \$ -          | \$ 126.00    | \$ 4,790.70   |
| 66       | 7030-108H    | DRIVEWAYS, PCC, 6 IN.  | SY   | 518.3                |            |            | 14         | 532.3  | \$ 51.00            | \$ 26,433.30    | \$ -          | \$ -          | \$ 714.00    | \$ 27,147.30  |
| 67       | 7030-108H    | CLASS A ROADSTONE  | TON  | 21.4                 |            |            |            | 21.4   | \$ 42.00            | \$ 898.80       | \$ -          | \$ -          | \$ -         | \$ 898.80     |
| 68       | 7040-108D    | REMOVAL OF PAVEMENT  | SY   | 5640.6               |            |            | 306.3      | 5946.9 | \$ 8.00             | \$ 45,124.80    | \$ -          | \$ -          | \$ 2,450.40  | \$ 47,575.20  |
| 69       | 2505-4008120 | REMOVAL OF GUARDRAIL   | LF   | 76                   |            |            |            | 76     | \$ 10.00            | \$ 760.00       | \$ -          | \$ -          | \$ -         | \$ 760.00     |
| 70       | 8030-108A    | TRAFFIC CONTROL  | LS   | 1                    |            |            |            | 1      | \$ 25,000.00        | \$ 25,000.00    | \$ -          | \$ -          | \$ -         | \$ 25,000.00  |
| 71       | 2401-6745765 | LIGHT POLES REMOVE   | EACH | 2                    |            |            |            | 2      | \$ 650.00           | \$ 1,300.00     | \$ -          | \$ -          | \$ -         | \$ 1,300.00   |
| 72       | 2523-0000100 | 28" METAL POLE W/ DIRECT BURIED AND 6" MAST ARM  | EACH | 3                    |            |            |            | 3      | \$ 6,000.00         | \$ 18,000.00    | \$ -          | \$ -          | \$ -         | \$ 18,000.00  |
| 73       | 2523-0000200 | ELECTRICAL CIRCUITS  | LF   | 50                   |            |            |            | 50     | \$ 15.00            | \$ 750.00       | \$ -          | \$ -          | \$ -         | \$ 750.00     |
| 74       | 2528-2518000 | SAFETY CLOSURE   | EACH | 19                   |            |            | 2          | 21     | \$ 100.00           | \$ 1,900.00     | \$ -          | \$ -          | \$ 200.00    | \$ 2,100.00   |
| 75       | 8040-108B    | TYPE A SIGNS, SHEET ALUMINUM   | SF   | 82.7                 |            |            |            | 82.7   | \$ 25.00            | \$ 2,067.50     | \$ -          | \$ -          | \$ -         | \$ 2,067.50   |
| 76       | 8040-108D    | PERFORATED SQUARE STEEL TUBE POSTS   | LF   | 110                  |            |            |            | 110    | \$ 30.00            | \$ 3,300.00     | \$ -          | \$ -          | \$ -         | \$ 3,300.00   |
|          |              |  |      |                      |            |            |            |        |                     |                 |               |               |              |               |



## MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

February 20, 2023

The meeting of Standing Committees met at City Hall at 5:15 p.m. on February 20, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse (via telephone), Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

### Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the only item on the Finance & Business Operations Committee Agenda, City Council Email System Discussion and introduced the Information Systems Manager, Julie Sorensen. Ms. Sorensen gave an overview of the challenges that started July 2022 – current with personnel email use. Ms. Sorensen advised the best practice would be for the use of cedarfalls.com emails to be used in order to protect the city's data. Councilmembers discussed the removal of email on website, transfer to cedarfalls.com email, and automatic reply message on previous email. It was motioned by Harding and seconded by Schultz to implement to the cedarfalls.com email starting immediately. The motion was put to vote. Aye: Dunn, Harding, Ganfield and Shultz; Nay: deBuhr, Kruse and Sires. Motion passed.

### Public Safety Committee:

Chair Ganfield called the meeting to order and introduced the only item on the Public Safety Committee Agenda, Committee to draft request for proposal (RFP) for assessment of the Public Safety Department. Chair Ganfield asked committee members to write down intentions of the meeting, how do you want to listen and how do you want to be heard. Chair Ganfield clarified the purpose of tonight's meeting. Chair Ganfield explained an RFP is a document that we send out that defines the project, scope, and budget; it should provide background and introductory information. It should describe the services we are looking for from this entity. We should provide detail of our selection criteria and timelines. Chair Ganfield stated items to be included in the RFP were gathered from Craig Berte, Public Safety Director. Director Berte gave suggested items that may be included from the Public Safety Strategic Plan that include: Achieve Optimal Staffing; Improve Departmental Practices; Train and Certify Comprehensively; Effectively Manage Department Facilities; Field New Equipment and Vehicles; Creatively Engage the Community and Support Officer Well-being. Committee members discussed outside agency review, ISO rating, more information on goal 5 (Field New Equipment and Vehicles) and goal 6 (Creatively Engage Community), review of 24/8.25 hour shifts, cost of RFP, what will the third party assess, scope of work, how can we be the best PSO program, partnerships with UNI, why does Public Safety have chiefs, bidding of positions within the fire and police departments, number of police and fire employees, discuss RFP with employees on what to include, employee turnover, emergency medical service, accreditation certificate, outside review necessary, and if/when the 2021 Special Report will be updated. Chair Ganfield called for public comment. Tamie Stahl, 1009 Lakeshore Drive, concerned with recent personnel investigations. Linda Minikus, 1626 West Lone Tree Road, concerns with a recent article regarding an employee and expressed interest in having future goals for Public Safety in the upcoming Public Safety Special Report. It was motioned by deBuhr and seconded by Dunn to have Public Safety provide an update on the Public Safety Special Report, with how Public Safety is performing on the mentioned Strategic Plan goals by August 15, 2023. The motion was put to vote. Aye: deBuhr, Dunn, Ganfield, Kruse and Shultz; Nay: Harding and Sires.

Meeting adjourned at 6:49 p.m.

Minutes by Kim Kerr, CMC, Administrative Supervisor



ROBERT M. GREEN

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

Item 8.

**MEMORANDUM**

Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** February 28, 2023  
**SUBJECT:** **Proclamation Requests**  
**REF:** (a) CFD 1117.22: Council Policy – Official City Proclamations

1. In accordance with reference (a), I am enclosing the following proclamation request(s) for Council consideration and approval:
  - a. Women's History Month – March 2023
2. Please contact me with any questions.

Xc: City Administrator  
Communications Specialist

###



CITY COUNCIL AND MAYOR  
CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600

# Proclamation

**WHEREAS**, women of every race, class and ethnic background have made historic contributions to the growth and strength of Cedar Falls in countless ways; and

**WHEREAS**, the City of Cedar Falls encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good and highlight the many threads in our fabric that make it strong and whole and women play a critical economic, cultural and social role in every sphere of life in Cedar Falls; and

**WHEREAS**, Women’s History Month has its origins as a national celebration in 1981, when Congress authorized and requested the President to proclaim the week beginning March 7, 1982 as “Women’s History Week” and later, designation by Congress of March 1987 as “Women’s History Month”;

**WHEREAS**, The National Women’s History Alliance has designated this year’s theme as “Celebrating Women Who Tell Our Stories” to encourage the recognition of women who have been active in all forms of media and storytelling and who have devoted their lives and talents to producing art and news, pursuing truth and reflecting society decade after decade; and

**WHEREAS**, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, which have created a more fair and just society for all; and

**WHEREAS**, despite these contributions, the role of women has consistently been overlooked and undervalued in the literature, leadership, teaching and study of American history and it is therefore fitting that we recognize their numerous accomplishments;

**NOW, THEREFORE I**, Robert M. Green, Mayor of Cedar Falls, acting in the name of the Cedar Falls City Council, do hereby proclaim March 2023 as

## WOMEN’S HISTORY MONTH

in the City of Cedar Falls, and I encourage all citizens to learn about and appreciate the rich history of many dynamic women leaders, community servants, entrepreneurs, business professionals, educators, and others who have made their influence felt and constructed the path for the city we are today.

Signed this 6<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
MAYOR ROBERT M. GREEN

February 26, 2023

Dear Mayor Green and Commissioners,

I am resigning from the Cedar Falls Human Rights Commission as of March 31, 2023. I do this regretfully.

I thought I could finish my terms, and I have found that my work as the District Coordinator for the Tax Aide program is far more time consuming than I expected. I do love the work, and I want to give it more of my time and attention, even as tax season ends. There are volunteers to recruit, training sessions to develop, public relations work to do, and my own tax preparation knowledge base to expand.

I am very excited about the direction, energy level, and leadership the HRC has now. Good things are happening and I plan to keep tabs on the work. I expect to drop in on the occasional meeting, as time allows.

Mayor Green, I very, very much appreciate the support you've provided the Commission during your term. I wish you, and everyone involved with the Commission the very best.

Sincerely,

*Melissa L Heston*

Melissa L Heston



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**  
220 CLAY STREET  
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Item 10.

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** February 27, 2023  
**SUBJECT:** Departmental Monthly Reports Submission – January 2023

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



January 2023

# JANUARY 2023 MONTHLY REPORTS

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**FINANCIAL SERVICES  
JANUARY 2023**

**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 \$108,340,740 invested in CD's and \$300,000 in a liquid money market.

| <u>Investments</u>     | <u>Transactions</u> | <u>Amount</u>   |
|------------------------|---------------------|-----------------|
| CD's Matured           | 4                   | \$12,000,000.00 |
| CD's Purchased         | 5                   | 12,000,000.00   |
| PFMM Deposit           | 0                   | 0.00            |
| PFMM Withdrawal        | 0                   | 0.00            |
| CD/Investment Interest |                     | \$260,855.47    |

**FY24 Budget**

The preliminary FY2024-2026 Financial Plan is being prepared for the Council. The Financial Plan includes various financial information and charts illustrating the City's proposed expenditures and revenues for FY2024 and projections for FY2025 and FY2026. Due to recent legislation, the budget process will be delayed until effects of the legislation are determined. Public hearing on the maximum levy will likely be held on March 6<sup>th</sup> with the required notices happening prior to that date. The second public hearing to approve the budget will likely be set for March 20<sup>th</sup> and again the required notices will occur prior the hearing. The final FY2024-2026 Financial Plan will be completed after that date.

The state required budget forms will be completed in March. The state budget forms include the FY2024 budget figures as well as the FY2022 actual figures and the FY2023 projected figures.

**FY24 Capital Improvements Plan**

The Capital Improvements Plan failed at the January 3<sup>rd</sup> public hearing. Revisions were made at the Finance and Business Operations Committee on January 17<sup>th</sup> and passed at the Public Hearing on January 17<sup>th</sup> with the revisions.

**Miscellaneous Financial Activities**

For January, 22 payroll checks and 664 direct deposits were processed. Accounts receivable were processed and 254 invoices were mailed out to customers. 1,435 transactions for accounts payable were processed and approved by the City Council for payment and 476 checks were mailed out to vendors. For calendar year 2022, 588 W-2s for employees of the City of Cedar Falls checked for accuracy and printed. They were distributed to employees prior to the February 1<sup>st</sup> deadline. Also included with each W-2 was a 2022 Benefit Summary for each employee. The summary outlined all benefits paid by the City on behalf of the employees. These benefits included health insurance, life insurance, long-term disability benefits, IPERS, 411 pension, Social Security, and Medicare. All full-time employees and certain covered retirees received form 1095-C health insurance tax document to comply with coverage requirements of the Affordable Care Act. In addition, all required 1099s were printed and distributed to various vendors in January.

## HUMAN RESOURCES January 2023

### SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Added inclusive language to the city's website as well as Indigenous information on the History page, and fixed all broken links
- Pulled demographic information of full-time staff from the Equal Employment Opportunity (EEO) reports from years 2017, 2019 and 2021 and put into visual graphs for easy tracking of demographic data
- Risk Management Committee meeting held January 4<sup>th</sup> and 18<sup>th</sup>
- OSHA Form 300A Annual Summary reported to Department of Labor with completion of 2022 Survey of Occupational Injuries and Illnesses
- Reviewed five contracts/agreements for required insurance
- Review and follow-up of six public event permits
- Revision of the Overtime personnel policy which was then approved by council on January 3<sup>rd</sup>
- Received RFP responses and initial review to begin for the potential new Human Capital Management (HCM) system
- Review of several newly proposed job classifications that were sent to the City's consultant for evaluation
- Annual evaluations and instructions sent out to all supervisors, managers, and directors
- Meetings held with all departments/divisions regarding market wage adjustments that affected select positions/employees effective January 7, 2023
- Onboarded DEI Specialist, Chelsie Luhring
- Recruitment/Employment tasks related to:
  - FT positions: Assistant Equipment Mechanic, Diversity, Equity & Inclusion Specialist, Engineering Technician I, Library Assistants (various), Maintenance Workers, Principal Engineer, Wastewater Treatment Plant Operator I, and Water Reclamation Manager
  - PT positions: Hearst Administrative Assistant, Community Service Officer, Housing Program Specialist, Library Assistants, Parking Meter Attendant, Maintenance Workers, and Rec. Office Assistant
  - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Aquatics, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
  - Information continued to be gathered for the 2023 renewal of an H-1B visa and green card processing
  - The Courier Advertising Agreement was updated for 2023-2024 and prepared for February 6<sup>th</sup> City Council approval

### BENEFITS & COMPENSATION

- Staff met in person with Holmes Murphy & Associates (HMA) and was provided with initial health and dental plan renewal numbers and statistics from Wellmark for rates that will be effective July 1, 2023. Final rate information will be provided later this spring.

### CIVIL SERVICE COMMISSION

- Preparations for the February 1st scheduled meeting were completed
- Diversity, Equity, and Inclusion Specialist candidates were interviewed, and a conditional employment offer extended and accepted
- Recruitment continued for Wastewater Treatment Plant Operator

- Assistant Equipment Mechanic testing information was prepared and forwarded to the City's consultant for review before Civil Service approval in February

**HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the January 9<sup>th</sup> regular commission meeting were completed

**Finance and Business Operations  
Information Systems Division  
Monthly Report January 2023**

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

- O365 Migration
  - Teams training for HR, IT and PW staff
  - Implemented Teams for Public Works and Risk Management
  - InTune Training completed
  - Recommendations developed for Risk Management
- City Hall Remodel/Facilities
  - CFU – ONT relocation
  - Marco – Public Safety automated line

**Software Purchase/Installation/Upgrade Activities**

- 61 software installations for 8 different departments
- Installed 8 new software for 2 departments

**Equipment Purchase/Installation/Upgrade Activities/Repairs**

- 12 new pieces of equipment purchased for 5 different departments and inventory.
- 2 new equipment installations for 2 different departments.

**Problem Resolution Activities & Assistance Activities**

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

**Graphic Design Activities**

- **Hearst Center:** event postcards, event posters, exhibit vinyl, website review, small sign, ideas for E-news Tourism: banner layouts, rack card updates, ads, dining guide, pocket guide book, minor file assistance
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, miscellaneous changes to images and files, *Currents*, PSO training manuals, message pads, name plates, Pickelball brochure, AED training materials, keycard design, PS vehicle design, gaming grant cover, multiple Rec class fliers, badges layout, boards/commissions kiosk, engineering code cards, HRC tabletops and webpage changes, conference logo, holiday garbage calendar update, various stormwater materials, Parks stickers for signs

**Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This month we produced 8 public meetings and produced 7 Cedar Falls High School and 3 Panther Sports Network sports productions.
- Regular productions included:
  - Recorded Cedar Falls Community Theatre's John Luzaich Retirement Roast
  - Aired 4 new shows of Panther Sports Talk.
  - Produced 5 new promos for UNI Wrestling on the Channel 15
  - Aired 4 Heartland University of Iowa Football shows.
  - Produced 2 City News show

**Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Worked with BHC and INRCOG to analyze data for housing needs assessment.
  - Reviewed Pinnacle Prairie master plan for planning.
  - Worked with Planning and Engineering to provide data for bike network metrics
  - Worked with Public Works to create new documents for downtown and college hill snow

- removal operations
- Began reviewing and converting post-lining sewer videos
- Met with Fire to review and update new response area boundaries
- Met with Planning to provide documents for a USEDA grant
- Provided training to Fire for reading search and rescue grids
- Reviewed and updated rental licensing
- Reviewed and updated calls for service and incidents
- Updated all web maps on cedarfalls.com
- Completed 5 web and database projects for 4 departments
- Completed 11 different data requests for 5 entities.
- Provided 18 maps for 5 different departments.
- Created 32 new addresses

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
January 2023**

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

**Traffic Court:**

City Cases Filed: 159 (this number includes both City and State tickets)

Cases Set: 10 (Traffic) 0 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting and advice on 6 agreements
- Continue work on Main Street Reconstruction acquisitions; closings
- Work on clarifying title issues related to River Project
- Attention to pending litigation discovery

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
JANUARY 2023**

**Public Records Activity**

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

Responded to nine (9) requests for public records.

**Licenses / Permits Processed & Issued**

|     |                                       |
|-----|---------------------------------------|
| 127 | Pet licenses                          |
| 24  | Annual Paw Park permits               |
| 4   | Poultry licenses                      |
| 3   | Public Event permits                  |
| 0   | Mobile Merchant permits               |
| 0   | Tree Trimmer License                  |
| 0   | Cemetery Interment Rights             |
| 9   | Liquor licenses and beer/wine permits |
| 0   | Tobacco/Nicotine permits              |

The unemployment rates for the month of December 2022 were 3.1% for the Waterloo-Cedar Falls Metropolitan Area, 3.1% in Iowa, and 3.3% in the U.S.

**Parking Activity**

**Enforcement**

|             |                           |
|-------------|---------------------------|
| 1,377       | Parking citations issued. |
| \$11,381.00 | Citations paid.           |

**Collection Efforts**

|             |   |
|-------------|---|
| \$ 2,359.00 | Collections from delinquent parking accounts. |
| \$ 1,100.00 | Vehicle immobilizations (22 vehicles).        |

**Permits**

|             |                              |
|-------------|------------------------------|
| \$ 3,775.00 | Parking permits issued (68). |
|-------------|------------------------------|

**Meter Collections**

|             |               |
|-------------|---------------|
| \$ 1,585.40 | Paid parking. |
|-------------|---------------|

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JANUARY 2023**

**Library Activity**

| <b>Usage Statistics</b> | <b>November 2022</b> | <b>December 2022</b> | <b>December 2021</b> |
|-------------------------|----------------------|----------------------|----------------------|
| <b>Customer Count</b>   | 11,972               | 10,443               | 9,418                |
| <b>Circulation</b>      | 32,669               | 29,204               | 28,932               |
| <b>Event Attendance</b> | 888                  | 986                  | 965                  |

Special events in January included the following:

- An instrument petting zoo with Waterloo Cedar Falls Symphony Orchestra
- Book discussion group for fans of thrillers including a virtual author visit
- *What Is That Mid-Century Design?:* a program with Fortepan Iowa featuring Ann Eastman and Sally Timmer

**Community Center Activity**

Programs at the Community Center included yarn club, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in January included a birthday party, a celebration of life, a stamp club and a band.

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

Jan-23

Total for Month \$1,416,555.00  
 Total for Fiscal Year \$40,772,517.00  
 Total Same Month - LAST YEAR \$6,566,613.00  
 Total for Fiscal Year - LAST YEAR \$57,176,598.00

| Construction Type                               | Monthly Summary |                |                       |                    | Yearly Summary |                |                        |                     |
|---|-----------------|----------------|-----------------------|--------------------|----------------|----------------|------------------------|---------------------|
|   | Issued          | Dwelling Units | Valuations            | Fees               | Issued         | Dwelling Units | Valuations             | Fees                |
| Single Family New Construction                  |                 |                |                       |                    | 30             | 0              | \$6,531,620.00         | \$48,093.55         |
| Multi-Family New Construction                   |                 |                |                       |                    |                |                |                        |                     |
| Res Additions and Alterations                   | 39              | 0              | \$650,494.00          | \$10,792.75        | 589            | 0              | \$8,902,515.00         | \$140,285.95        |
| Res Garages                                     |                 |                |                       |                    | 25             | 0              | \$465,781.00           | \$6,951.00          |
| Commercial/Industrial New Construction          |                 |                |                       |                    | 3              | 0              | \$3,700,000.00         | \$20,720.00         |
| Commercial/Industrial Additions and Alterations | 8               | 0              | \$706,850.00          | \$6,537.60         | 47             | 0              | \$7,628,606.00         | \$50,887.20         |
| Commercial/Industrial Garages                   |                 |                |                       |                    | 2              | 0              | \$67,500.00            | \$1,003.00          |
| Churches  | 2               | 0              | \$59,211.00           | \$889.00           | 6              | 0              | \$530,451.00           | \$5,355.75          |
| Institutional, Schools, Public, and Utility     |                 |                |                       |                    | 1              | 0              | \$12,946,044.00        | \$55,688.05         |
| Agricultural/Vacant                             |                 |                |                       |                    |                |                |                        |                     |
| Plan Review                                     | 6               | 0              | \$0.00                | \$4,165.00         | 37             | 0              | \$0.00                 | \$82,027.00         |
| <b>Total</b>                                    | <b>55</b>       | <b>0</b>       | <b>\$1,416,555.00</b> | <b>\$22,384.35</b> | <b>740</b>     | <b>0</b>       | <b>\$40,772,517.00</b> | <b>\$411,011.50</b> |

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

Jan-23

| Construction Type | Monthly Summary |                |            |                    | Yearly Summary |                |            |                     |
|-------------------|-----------------|----------------|------------|--------------------|----------------|----------------|------------|---------------------|
|                   | Issued          | Dwelling Units | Valuations | Fees               | Issued         | Dwelling Units | Valuations | Fees                |
| Electrical        | 57              | 0              | \$0.00     | \$5,091.80         | 352            | 0              | \$0.00     | \$31,550.70         |
| Mechanical        | 76              | 0              | \$0.00     | \$5,863.00         | 532            | 0              | \$0.00     | \$45,868.00         |
| Plumbing          | 77              | 0              | \$0.00     | \$4,056.00         | 488            | 0              | \$0.00     | \$32,648.50         |
| Refrigeration     |                 |                |            |                    |                |                |            |                     |
| <b>Total</b>      | <b>210</b>      |                |            | <b>\$15,010.80</b> | <b>1372</b>    |                |            | <b>\$111,067.20</b> |

| Constructor Registrations | Monthly Summary |                |            |                 | Yearly Summary |                |            |                   |
|---------------------------|-----------------|----------------|------------|-----------------|----------------|----------------|------------|-------------------|
|                           | Issued          | Dwelling Units | Valuations | Fees            | Issued         | Dwelling Units | Valuations | Fees              |
| Electrical                | 1               | 0              | \$0.00     | \$150.00        | 7              | 0              | \$0.00     | \$1,050.00        |
| Mechanical                | 1               | 0              | \$0.00     | \$0.00          | 5              | 0              | \$0.00     | \$600.00          |
| Plumbing                  |                 |                |            |                 | 2              | 0              | \$0.00     | \$300.00          |
| Refrigeration             |                 |                |            |                 |                |                |            |                   |
| <b>Total</b>              | <b>2</b>        |                |            | <b>\$150.00</b> | <b>14</b>      |                |            | <b>\$1,950.00</b> |

|                        |           |          |                       |                    |            |          |                        |                     |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|
| <b>Building Totals</b> | <b>55</b> | <b>0</b> | <b>\$1,416,555.00</b> | <b>\$22,384.35</b> | <b>740</b> | <b>0</b> | <b>\$40,772,517.00</b> | <b>\$411,011.50</b> |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|

|                    |            |          |                       |                    |             |          |                        |                     |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|
| <b>Grand Total</b> | <b>267</b> | <b>0</b> | <b>\$1,416,555.00</b> | <b>\$37,545.15</b> | <b>2126</b> | <b>0</b> | <b>\$40,772,517.00</b> | <b>\$524,028.70</b> |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|

Item 10.

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
January 2023**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on January 25.

| <b>January 25, 2023, Meeting</b>                             |  |                       |                         |
|--|--|-----------------------|-------------------------|
| <b>Applicant</b>   | <b>Project</b>   | <b>Recommendation</b> | <b>Action Taken</b>     |
| Dave Sund, Agent;<br>Brent Dahlstrom, HI<br>YIELD LLC, Owner | PC-2 District Site Plan<br>Review for (Building#2) 930<br>Viking Rd (SP22-019) | Approval              | Recommended<br>Approval |

**Group Rental Committee** – Meetings were held on January 2, 2023, and January 17, 2023.

| <b>Address</b>                    | <b>Unit</b> | <b>Owner</b>                   | <b>Requested<br/>Occupancy</b> | <b>Approved<br/>for</b> | <b>GRC</b>           | <b>BRHA</b>            |
|-----------------------------------|-------------|--------------------------------|--------------------------------|-------------------------|----------------------|------------------------|
| 318 Highland                      | 1           | Dan Berregaard                 | 4 per unit                     | 4 per unit              | 4 per unit           |                        |
| 1207 W 19 <sup>th</sup> Street    | 1           | Hanna Steiert                  | 3 per unit                     | 3 per unit              | 3 with<br>conditions |                        |
| 706 W 12 <sup>th</sup> Street     |             | Andy Wolfe                     | 2 per unit                     | 4 total                 | 4 with<br>Conditions |                        |
| 1227 W 22 <sup>nd</sup><br>Street | 1           | Korbin<br>Hoffmann             | 4 per unit                     | 4 per unit              | 4 per unit           | To review<br>on 2/6/23 |
| 1426 Starbeck<br>Circle           | 1           | Brian Meyer                    | 4 per unit                     | 3 per unit              | 3 with<br>conditions |                        |
| 2424 Cottage Row                  |             | Tony and Jamie<br>Kraayenbrink | 6                              | 3                       | 3 with<br>conditions |                        |
| 2616 Cottage Row                  |             | Flooded Dreams<br>LLC          | One unit 4<br>adults           | 4                       | 4 with<br>conditions |                        |
| 3310 Rownd<br>Street              | 1           | Smith Family<br>Realty, LLC    | 2 per unit                     | 2 per unit              | 2 per unit           |                        |

**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 | 1/3/23   | The committee discussed what the sharrow/signage policy should be on streets designated as shared lane routes. They settled on a preliminary recommendation of fewer markings and signs than what we currently have but they would like the sharrow markings to be between the tire tracks as opposed to the side of the lane. The committee also discussed efforts on the Bicycle Friendly Community Application and preparation for the February 15 <sup>th</sup> deadline. Discussion also touched on improving the Cedar Falls rating on the <i>People for Bikes</i> website. We are also looking into a <i>Walk Friendly Community</i> designation.         |
| College Hill Partnership                  | 1/18/23  | Chair of the Historic Preservation Commission presented a proposal to the board to collaborate on a historic neighborhood tour around Seerley Park in late spring/summer. Discussed possibilities for how to move forward to establish goals, mission, vision going forward. Discussion of a neighborhood engagement meeting to get more involved. Light Up College Hill committee reported that the State did not fund their request for lighted archways through Destination Iowa.   |
| Historic Preservation Commission          | 01/10/23 | Discussed possible homes to research/highlight for the tour around Seerley Park and noted information from the College Hill Partnership board, and other research materials. Commission also noted they will be working on submitting CLG grant application for recon survey. Commission discussed partnering with the UNI strategy class to help them with the educational event on College Hill. Commission also discussed the property at 121 Franklin St and suggested the owner reach out to them for more information. Staff requested that the commission review the annual CLG report before their next meeting, so it can be submitted by the deadline. |
| Housing Commission                        | 1/18/23  | Meeting canceled due to lack of a quorum.  |

Community Main Street  
Design Committee

01/20/23

City staff provided updates on ongoing CD-DT projects. Committee noted the positive feedback on the new code, mostly related to reduced timeframe to get approval for projects. The committee discussed ongoing referrals about the new code by the council and its possible effect on development, creating uncertainty in the market. City staff requested that the committee/CMS notify Staff regarding any inquiries about the new code, so staff can provide guidance. Committee discussed that the economic development group is working to get more grants for existing businesses to make improvements. Committee also discussed a potential special meeting for the 6th and Main roundabout discussion and mentioned that most of the businesses around are opposed to the idea and are concerned about pedestrian safety. Staff recommended the committee attend the special meeting and express their concerns.

North Cedar Neighborhood  
Association (NCNA)

1/9/23

NCNA discussed that they are in favor of a four-way stop sign at Lone Tree and Center Street. They also talked about the stop sign at Center Street and Green where the new sign on wheels is going well but traffic is still backing up on Center Street from school traffic. Concerns were raised of some of the potholes along Center Street that have been created by traffic turning into driveways onto private property. Overall, the committee noted that improvements along Center Street look good.

Parking Tech Committee

No meeting was held in the month of January.

### **LAND USE INQUIRIES AND PERMITTING**

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

### **OTHER PROJECTS FOR JANUARY INCLUDED:**

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- Decision is pending by the Federal Railroad Administration for the railroad crossing elimination grant which project would eliminate 24 crossings in Downtown.
- 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.

**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.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- City Council approved a new urban renewal plan at their meeting on January 3<sup>rd</sup>.
- Met with staff and consultant regarding the platting of property in the expansion area of the industrial park.
- Participated in a Zoom meeting with a company regarding economic development marketing services.
- Held a pre-application meeting for a company interested in completing a project in the Cedar Falls Industrial Park.

**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.
- Prepare response to HUD environmental review monitoring.
- Work with Waterloo on HOME allocations and additional funding through ARP.

**HOUSING CHOICE VOUCHER PROGRAM**

|                                |     |                                      |           |
|--------------------------------|-----|--------------------------------------|-----------|
| <b>Waiting List</b>            | 668 | <b>Rent Subsidies (HAP payments)</b> | \$89,362  |
| <b>New Applications Taken</b>  | 32  | <b>Utility Payments</b>              | \$ 711    |
| <b>Units under Contract</b>    | 184 | <b>Admin Fees</b>                    | \$ 15,552 |
| <b>Initial Vouchers Issued</b> | 2   |                                      |           |
| <b>Current Open Vouchers</b>   | 6   | <b>Lease Up Goal</b>                 | 220       |
| <b>New Admissions</b>          | 2   |                                      |           |

**Ongoing**

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

**ADD A DOLLAR REPORT**

There was no application received for utility assistance January. There was a balance of \$53,286.90 as of January 31, 2022

## RECREATION & COMMUNITY PROGRAMS Monthly Report for January

### Administrative:

- Rented out 22 lockers for overnight storage, which was a new program started.
- The Park and Rec Commission was postponed this month.
- A long time Front Desk Staff employee resigned, so started the replacement process.
- Interviewed four potential candidates for the open Office Assistant position.
- The Rec Administrative Supervisor helped fill in for a vacancy at Hearst Center.

| Rec & Fitness Center       | January     | December    |
|----------------------------|-------------|-------------|
| Rec Center Daily Admission | \$8,340.46  | \$7,329.40  |
| Rec Memberships Sold       | \$45,740.80 | \$26,507.62 |
| Daily Member Check In      | 14,409      | 10,819      |

### Aquatics:

- Holmes Pool was closed for high school swim meets January 5 and 10.
- All pools were closed January 1 due to holiday.
- Black Hawk Area Swim Team (BLAST) held their Winter Invitational January 20-22 bring in 149 athletes each day.
- Registration for spring and summer swimming lessons started January 15. Infant, Toddler, and Pre-school groups filled and there are limited spots available for the Tuesday/Thursday groups beginning March 20.

| Participation  | 2023<br>Indoor | 2022<br>Indoor | 2023<br>Falls | 2022<br>Falls |
|--|----------------|----------------|---------------|---------------|
| Swim Passes Sold   | 5              | 7              | 8             | 0             |
| Open Recreational Swimming/Lap Swimming                                      | 503            | 629            |               |               |
| Aquatic Program Usage<br>(swim clubs, lessons, lifeguarding, staff training) | 2,048          | 1,993          |               |               |

**Recreation Programs:**

- Spring Sports/Summer Camp Program registration kicked off Jan 15
- Pickleball Doubles League started.

| <b>Program</b>  | <b>Enrolled/ est.<br/>team members</b> | <b>Meetings<br/>/Games</b> | <b>2023<br/>Contacts</b> | <b>2022<br/>Contacts</b> |
|---|--|----------------------------|--------------------------|--------------------------|
| <b>Youth Basketball Boys &amp; Coed</b>                           | <b>120</b>                             | <b>2</b>                   | <b>240</b>               | <b>192</b>               |
| <b>Youth Basketball 1<sup>st</sup> &amp; 2<sup>nd</sup> Girls</b> | <b>32</b>                              | <b>2</b>                   | <b>64</b>                | <b>N/A</b>               |
| <b>Youth Basketball 3<sup>rd</sup> &amp; 4<sup>th</sup> girls</b> | <b>31</b>                              | <b>2</b>                   | <b>62</b>                | <b>64</b>                |
| <b>Youth Basketball 4<sup>th</sup> &amp; 6<sup>th</sup> girls</b> | <b>29</b>                              | <b>2</b>                   | <b>58</b>                | <b>52</b>                |
| <b>Youth Basketball 5<sup>th</sup> &amp; 6<sup>th</sup> boys</b>  | <b>46</b>                              | <b>6</b>                   | <b>276</b>               | <b>164</b>               |
| <b>Adult Volleyball Mix Monday</b>                                | <b>8 per team</b>                      | <b>18</b>                  | <b>288</b>               | <b>322</b>               |
| <b>Adult Volleyball Women's</b>                                   | <b>8 per team</b>                      | <b>12</b>                  | <b>192</b>               | <b>210</b>               |
| <b>Adult Volleyball Mix Wed.</b>                                  | <b>8 per team</b>                      | <b>12</b>                  | <b>192</b>               | <b>210</b>               |
| <b>Adult Basketball League</b>                                    | <b>8 per team</b>                      | <b>20</b>                  | <b>320</b>               | <b>144</b>               |
| <b>Adult Racquetball League</b>                                   | <b>13</b>                              | <b>3</b>                   | <b>39</b>                | <b>54</b>                |
| <b>Adult Doubles Pickleball</b>                                   | <b>2 per team</b>                      | <b>36</b>                  | <b>144</b>               | <b>N/A</b>               |
| <b>Adult Dance</b>  | <b>16 per team</b>                     | <b>4</b>                   | <b>128</b>               | <b>N/A</b>               |

**Fitness/Wellness:**

- Classes have been going strong as we have added 60 more classes than this time last year (2022).
- Attendance has also climbed by 1,123 participants from a year ago.
- Our Indoor Park sessions are still showing a strong climbing number of participants.
- We again had to add more Spin Classes to our schedule as they continue to fill up.

| <b>Fitness/ Wellness</b>   | <b>2023 Participation</b> | <b>2022 Participation</b> |
|----------------------------|---------------------------|---------------------------|
| Fitness Classes Offered    | 252                       | 192                       |
| Fitness Class Attendance   | 2,863                     | 1,740                     |
| Personal Training Sessions | 111                       | 104                       |
| Massages:                  | 68                        | 52                        |
| Indoor Park                | 248                       | 146                       |
| Child Care                 | 127                       | 55                        |
| Facility Rentals           | 13                        | 14                        |

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – January 2023



### MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the Mid-Iowa Coop Crop Fair, Bossard conference and more for an estimated economic impact of over \$880,000 for January events that had bureau engagement.
- Secured three new meetings/events for 2023. Met with four event/meeting planners.
- Generated three new leads and submitted three proposals for potential future events.
- Sent hotels list of 2023 major events and conventions.
- Working with a group travel planner from Cedar Rapids on a day trip to Cedar Falls in April.

### LEISURE

- Attended Iowa Bike Expo in Des Moines. Distributed 200 new trail guides to attendees and 200 trail guides to Bike World to distribute to their stores. Attendance was up from 2022.
- Promoted winter events and activities.
- Revamped Cedar Falls Beer Trail for 2023.
- Working on Cedar Falls Pocket Guide as a supplemental piece to the 2023 CF/Wloo Visitor Guide. Ads were sold to cover cost of production.



### COLLABORATION

- Hosted a Cedar Valley Hospitality Partners meeting at UNI-Dome with speakers from Travel Iowa and Iowa Travel Industry Partners.
- Attended Iowa Travel Industry Partners board meeting and Legislative Reception.
- Have a spring semester intern from UNI.
- Attended UNI Volunteer Fair.
- Spoke at noon Cedar Falls Rotary.
- Attended The Great American Rail-Trail/Rails-to-Trails Conservancy's TrailNation Collaboration kickoff meeting, it will be a great resource for trail planners, grant writers etc.
- Updated Cedar Valley Trails and Recreation Guide now available. Working on distribution.
- Attended CV Trails Partnership meetings. Staff member on committee for Bridges Ride in May.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.

|                            | January 2023 | January 2022 |
|----------------------------|--------------|--------------|
| Visitor Center Traffic     | 289          | 266          |
| Website Traffic            | 6,138        | 5,779        |
| CedarValley365.com Users   | 1,295        | 873          |
| Facebook                   | 9,867        | 9,151        |
| Instagram                  | 2,452        | 2,154        |
| LinkedIn                   | 525          | 373          |
| Visitor Guide Distribution | 5,732        | 5,242        |
| Ad Campaign Impressions    | N/A          | N/A          |
| Volunteer Hours            | 18           | 26           |

**CEDAR FALLS CULTURAL PROGRAMS**

Monthly Report | December 2022

Cory Hurless (she/her), Cultural Programs Supervisor



Tales of the Bulgarian Rose exhibit; Annual Empty Bowls Workshop; Poetry Out Loud winners Hannah Batterson and Lydia Newsome

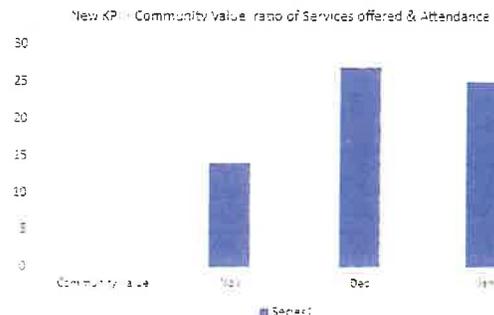
**EXHIBITS & PROGRAM HIGHLIGHTS**

- Completion of two art exhibit installations took place in January; ***Tales of the Bulgarian Rose by Rick Truax and Anelia Dimitrova***, on display in the Dahl-Thomas Gallery, and ***Drawings from the Permanent Collection*** installed in the Dresser-Robinson Gallery. On view free to the public now until March 26.
- The Hearst hosted author Cherie Dargan for a free lecture on her book *The Gift* on January 21.
- Final Thursday Reading Series started back up on January 26 with author Joyce Milambiling.
- 2023’s regional Poetry Out Loud Competition took place at the Hearst January 22, with **14 registered participants, and a tie for first place!** Lydia Newsome and Hannah Batterson can move on to the state competition in Des Moines in March.
- The first free family workshop of the year; the Annual Empty Bowls Workshop to benefit the Northeast Iowa Food Bank took place on January 28 with **54 participants making bowls to donate.**

**EDUCATION & OUTREACH HIGHLIGHTS**

- Held “Paint-a-long” session for seniors at the CF Community Center, and outreach workshops with North Star providing art making activities to adults with special needs.
- Teen Art Club and Messy Mornings resumed regular classes in the New Year
- Charcoal Drawing, Art Journaling, and Enameled Jewelry adult classes started in January.

**Hearst By The Numbers**



# Hearst Center for the Arts Activity Report - Cultural Division FY23

Item 10.

|   | July           | August      | September  | October     | November    | December   | January     |
|---|----------------|-------------|------------|-------------|-------------|------------|-------------|
| <b>OVERALL ATTENDANCE</b>                                   |                |             |            |             |             |            |             |
| # of Days Open to Public                                    | 24             | 26          | 25         | 26          | 24          | 23         | 25          |
| <b>Door Counter + any virtual events</b>                    | <b>1527</b>    | <b>1186</b> | <b>953</b> | <b>1552</b> | <b>1441</b> | <b>712</b> | <b>1010</b> |
| Sculpture Garden (est.)                                     | 375            | 350         | 300        | 250         | 200         | 200        | 200         |
| Average visits per day                                      | 79.25          | 59.08       | 50.12      | 69.31       | 68.38       | 39.65      | 48.40       |
| <b>FREE SERVICES OFFERED - NUMBER OF EVENTS</b>             |                |             |            |             |             |            |             |
| Exhibition Receptions                                       | 0              | 1           | 0          | 0           | 1           | 0          | 1           |
| Special Events  | 0              | 0           | 1          | 6           | 2           | 1          | 4           |
| Public Programs   | 6              | 5           | 4          | 6           | 2           | 0          | 1           |
| Community Group Mtgs  | 4              | 3           | 4          | 6           | 2           | 2          | 2           |
| Thursday Painters + Majong                                  | 4              | 4           | 4          | 4           | 5           | 5          | 4           |
| Tours   | 0              | 0           | 1          | 0           | 0           | 0          | 0           |
| <b>OUTREACH &amp; VOLUNTEER SVC.</b>                        |                |             |            |             |             |            |             |
| Volunteers (total number)                                   | 0              | 0           | 2          | 0           | 2           | 0          | 3           |
| Volunteer Hours   | 0              | 0           | 8.75       | 0           | 6           | 0          | 8           |
| Offsite Outreach Attendance                                 | 24             | 20          | 18         | 21          | 20          | 150        | 12          |
| Offsite Outreach Number of Events                           | 2              | 2           | 2          | 2           | 2           | 1          | 1           |
| <b>Total Number of Free Events (on site &amp; outreach)</b> | <b>16</b>      | <b>15</b>   | <b>16</b>  | <b>18</b>   | <b>14</b>   | <b>9</b>   | <b>13</b>   |
| <b>PAID SERVICES - NUMBER OF CLASSES OR RENTALS</b>         |                |             |            |             |             |            |             |
| Family Workshops  | 0              | 0           | 0          | 0           | 0           | 1          | 0           |
| Youth Classes   | 0              | 0           | 1          | 6           | 1           | 3          | 18          |
| Adult Classes   | 11             | 9           | 10         | 11          | 9           | 4          | 12          |
| Messy Mornings  | 0              | 0           | 3          | 4           | 3           | 0          | 4           |
| Camps   | 2              | 2           | 0          | 1           | 0           | 0          | 0           |
| Birthday Parties  | 0              | 0           | 1          | 1           | 1           | 2          | 2           |
| Rentals (inc. recitals, etc.)                               | 1              | 2           | 1          | 4           | 7           | 2          | 2           |
| <b>Total Number of Paid Service Events</b>                  | 4 <sup>1</sup> | 13          | 16         | 27          | 21          | 12         | 36          |
| <b>MEMBERSHIPS</b>  |                |             |            |             |             |            |             |
| Total Friends Memberships                                   | 300            | 303         | 305        | 317         | 318         | * 334      | **191       |
| New/Renewed this month                                      | 11             | 3           | 6          | 22          | 7           | 85         | 31          |
| <b>Total Revenue from New Memberships</b>                   | \$665          | \$650       | \$ 9 2 5   | \$7,350     | \$8,345     | \$26,463   | \$2,530     |
| <b>DIGITAL TRAFFIC</b>                                      |                |             |            |             |             |            |             |
| E-News Subscriptions  | 1217           | 1215        | 1323       | 1312        | 1260        | 1,259      | 1,259       |
| Newsletter click throughs                                   | 423            | 393         | 421        | 410         | 428         | 169        | 189         |
| Facebook Views  | 3059<br>7      | 35268       | 31401      | 21593       | 41400       | 18932      | 46299       |
| Facebook Followers  | 2216           | 2237        | 2254       | 2267        | 2948        | 2954       | 2,972       |
| Instagram Followers   | 1039           | 1054        | 1058       | 1070        | 1092        | 1094       | 1,099       |
| Web views   |                |             |            |             |             | 1,300      | 2,500       |

\* Annual Letter Campaign

\*\*First of the year many memberships expire, and gradually renewed through rest of calendar year

**ENGINEERING DIVISION**  
**PROJECT MONTHLY REPORT -JANUARY 2023**

| <i>Type</i>       | <i>Project No.</i> | <i>Project</i>  | <i>Description</i>         | <i>Status</i>         | <i>Budget</i>  | <i>Developer</i>                                   |
|-------------------|--------------------|---|----------------------------|-----------------------|----------------|--|
| Bridge            | BR-000-3259        | 2022 Bridge Inspections                               | Inspections                | Final Out Remains     | \$40,000       | Foth   |
| Bridge            | BR-106-3215        | Olive Street Box Culvert                              | Box Culvert                | Construction Underway | \$1,160,000    | AECOM  |
| Flood             | FL-033-3088        | Cedar River Safety & Recreation                       | Recreation                 | Contracts             | \$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             | Completed             | \$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      | Cobal/Engineering Division                         |
| Sidewalk          | SW-000-3293        | 2022 Sidewalk Assessment                              | Sidewalks & Trails         | Construction Underway | TBD            | Engineering Division                               |
| Sidewalk          | RT-000-3217        | 2021 CDBG INFILLS                                     | Sidewalks & Trails         | Final Out 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             | \$107,500      | Engineering Division<br>Benton's                   |
| Storm Water       | ST-077-3146        | Clay Street Park                                      | Storm Water                | Final Out Remains     | \$273,000      | Snyder/Foth/<br>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             | Punch List Remains    | \$2,450,000    | Snyder<br>K. Cunningham                            |
| Streets           | RC-000-3230        | 2022 Street Construction                              | Street Repair              | Punch List Remains    | \$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<br>Contracting/Engineering<br>Division/CFU |
| Streets           | RC-000-3171        | Cedar Heights Drive Reconstruction                    | Street Repair              | Construction Underway | \$6,000,000    | Snyder   |
| Streets           | RC-362-3212        | W. Viking Road Recon                                  | Reconstruction             | Design                | TBD            | Snyder   |
| Streets           | RC-000-3272        | 2021 Street Construction                              | Street Repair              | Final Out Remains     | \$4,030,000.00 | Engineering Division PCI                           |
| Streets           | RC-000-1963        | W. 1st Street Reconstruction                          | Reconstruction             | Final Out Remains     | \$6,500,000    | Engineering Division<br>Snyder & Associates        |
| Streets           | RC-268-3245        | Cyber Lane  | New Construction           | Final Out Remains     | \$296,324      | Engineering Division<br>Owen Contracting           |
| Streets           | SC-000-3273        | 2022 Seal Coat  | Resurfacing                | Final Out Remains     | \$200,000      | Engineering Division                               |
| Streets           | RC-000-3240        | 27th Street Improvements                              | Reconstruction             | Construction Underway | TBD            | AECOM  |
| Streets           | MC-000-3206        | Center Street Street Scape                            | Recon                      | Construction Underway | TBD            | Engineering Division<br>Foth                       |
| Subdivision       | SU-364-3189        | W. Viking Industrial Park                             | New Construction           | Construction Underway | \$8,700,000    | Snyder   |
| Sidewalk          | SW-000-3293        | 2022 Sidewalk Assessment                              | Sidewalks & Trails         | Construction Underway | \$49,143.69    | Iowa Flatworks                                     |
| Alley/Storm Water | RC-000-3268        | 2022 Alley Reconstruction                             | Reconstruction             | Punch List Remains    | \$508,133.06   | Engineering Division<br>Owen Contracting           |

## ENGINEERING DIVISION

| <i>Project No.</i> | <i>Project Title</i>   | <i>Description</i> | <i>Status</i>             | <i>Budget</i> | <i>Contractor/<br/>Developer</i>     |
|--------------------|--|--------------------|---------------------------|---------------|--------------------------------------|
| SU-442-3165        | Autumn Ridge 10th Addition                                       | New Subdivision    | Construction Underway     | -----         | BNKD Inc./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.<br>Shoff Engineering       |
| SU-282-1904        | Gateway Business Park  | New Subdivision    | Maintenance Bond          | -----         | Shive Hattery<br>Baker Construction  |
| SU-445-3021        | Greenhill Village Estates  | New Subdivision    | Maintenance Bond          | -----         | Nelson Construction &<br>Development |
| SU-345-3186        | Park Ridge Estates   | New Subdivision    | Maintenance Bond          | -----         | Brian Wingert<br>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<br>CGA                 |
| SU-168-3187        | Prairie Winds 5th Addition                                       | New Subdivision    | Maintenance Bond          | -----         | Brian Wingert<br>CGA                 |
| SU-173-3138        | Sands Addition   | New Subdivision    | Maintenance Bond          | -----         | Jim Sands/VJ                         |
| SU-413-3199        | Terraces at West Glen, New<br>Aldea West Campus, 1st<br>Addition | New Subdivision    | Maintenance Bond          | -----         | New Aldea/Fehr Graham                |
| SU-413-3199        | Terraces at West Glen, New<br>Aldea West Campus, 2nd<br>Addition | New Subdivision    | Maintenance Bond          | -----         | New Aldea/Fehr Graham                |
| 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-454-3257        | Wild Horse 5th Addition  | New Subdivision    | Maintenance Bond          | -----         | CGA                                  |
| SU-454-3257        | Wild Horse 6th Addition  | New Subdivision    | Maintenance Bond          | -----         | CGA                                  |
| SU-440-3239        | Autumn Ridge 9th Addition  | New Subdivision    | Preliminary Plat          | -----         | CGA                                  |
| SU-184-3160        | Greenhill Village<br>Townhomes II                                | New Subdivision    | Preliminary Plat          | -----         | Panther Farms/CGA                    |
| TBD                | West Fork Crossings  | New Subdivision    | Preliminary Plat Approved | -----         | ISG                                  |

## ENGINEERING DIVISION

| <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    | Approved            | Approved                      | VJ                         | Active                |
| Creekside Condos               | Cedar Heights/Valley High | Approved            | Approved                      | Larson/Fehr Graham         | Pending               |
| Greenhill Village Car Wash     | 1125 Fountains Way        | Approved            | -----                         | Owner/Robinson Eng         | Complete              |
| 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                      | Active                |
| Mercy Health OBGYN             | Bluebell Rd               | Approved            | Approved                      | Mercy/CGA                  | Active                |
| Midway Drive Storage Units     | 3717 Midway Drive         | Approved            | -----                         | Owner/VJ                   | Active                |
| Pinnacle Prairie Senior Living | Prairie Parkway           | Approved            | Approved                      | Nelson/Axiom               | Active                |
| River Rec Area                 | Cedar River               | Approved            | -----                         | City of Cedar Falls        | Active                |
| The Cove at Spruce Hills       | Spruce Hills Dr           | Approved            | -----                         | Owner/Snyder               | Active                |
| Veridian Credit Union          | Brandilynn Boulevard      | Approved            | -----                         | Veridian                   | Active                |

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for January 2023

#### Streets Section:

- Pothole repair was performed during dry days of the month.
- Replaced sanitary manhole boxouts in six locations that were problematic to plows.
- Installed snow fence on Ashworth extension along Hudson Rd.
- Responded to multiple winter weather events – 3320 gallons of fuel and 798 tons of salt were used during the events.
- Hauled snow from High School, Parkade and College Hill

#### Traffic Operations:

- 155 traffic control signs and labels were repaired or replaced
- Performed electrical repairs and installs on various public buildings
- Provided signal timing for intersections that are planned for future reconstruction.
- Began annual MMU and conflict monitor testing
- Upgraded camera software for Viking Rd. corridor

#### Fleet Maintenance:

- 959 transactions were recorded through the City's fuel dispensing sites
- Used 12,693 gallons of fuel (5,208 ethanol, 7,485 diesel)
- 141 work orders were processed through the fleet section for the month
- Received delivery of cargo van for Public Safety
- Performed snow removal equipment maintenance

#### Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Completed several tasks at City Hall related to water damage
- Wall repairs and painting was conducted at the Public Library

#### Parks:

- Snow and ice control on streets and trails took place throughout the month.
- Refurbished city parks picnic tables
- Performed repairs at Pheasant Ridge Pro Shop
- Removed eleven (11) diseased or damaged trees in public right of way.

#### Cemetery:

- Annual cemetery building maintenance performed
- Performed Four (4) interments, two were services for cremations.
- Two spaces sold in Fairview Cemetery

#### Refuse:

- 625 tons of residential solid waste was collected. 371 three-yard container dumps were recorded. Crews responded to 53 residential bulk item collections
- Crews collected 2.75 tons of yard waste from curbside collection (8 carts and Christmas trees)
- The Transfer Station hauled 66 loads of solid waste to the Black Hawk County Landfill totaling 929 tons.
- A total of 173 tons of household recyclable material was collected for the month.
- 41 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - JANUARY 2023

PLANT OPERATIONS

Plant performance was once again very good for the month of January. All permit effluent limits were met for the month.

PROJECTS

Staff has begun replacing two polymer pumps in the biosolids building. These pumps are critical to the dewatering process and were approved as part of the FY23 CIP.

Replacement UV disinfection lamps were ordered following City Council approval. This was also an FY23 CIP item.

Brecke Mechanical out of Cedar Rapids was at the WRF on the 11<sup>th</sup> to assist with a Heat Exchanger Boiler that was not producing enough BTUs. A regulator adjustment and valve replacement has the Heat Exchanger running much more efficiently.

Automatic Systems was at the WRF on the 19<sup>th</sup> to fix an issue with the SCADA system, which controls treatment plant operations.

SetPoint Mechanical out of Johnston was at 17<sup>th</sup> Street Lift Station on the 19<sup>th</sup> to diagnose and fix an issue with a makeup air unit, which provides heat to the lift station.

INDUSTRIAL PRETREATMENT

All industries holding Industrial Wastewater Discharge Permits are required to submit compliance reports prior to January 25<sup>th</sup> each year. All industries submitted reports on time. However, Viking Pump received an Infrequent Non-Compliance violation for a missed sampling in the 4<sup>th</sup> quarter of 2022. An annual report will be prepared in February for submittal to the DNR prior to the March 1<sup>st</sup> deadline.

BIOSOLIDS

Due to staffing issues and significant snow cover, no biosolids were applied to area farm fields as a liquid fertilizer. However, 402,000 gallons of biosolids were processed and dried through the belt filter press. These will be land applied in the spring or fall.

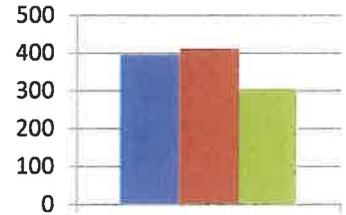
Data was gathered for the annual biosolids report which must be filed with EPA and DNR by February 21<sup>st</sup>.

2.57 tons of inorganic material were hauled to the landfill during January.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
JANUARY 2023**

**CEDAR FALLS POLICE**

| <u>Police Statistics</u> | First Shift | Second Shift | Third Shift | Total |
|--------------------------|-------------|--------------|-------------|-------|
| Calls for Service        | 396         | 411          | 306         | 1113  |
| Traffic Stops            | 97          | 220          | 315         | 632   |
| Arrests                  | 5           | 24           | 37          | 66    |
| Accidents                | 55          | 27           | 8           | 90    |



**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

|                                |     |
|--------------------------------|-----|
| Fire                           | 5   |
| Rescue/Medical                 | 119 |
| Service Call                   | 13  |
| Good Intent                    | 11  |
| False Alarm/Call               | 25  |
| Hazardous Condition/Spec       | 5   |
| Business Occupancy Inspections | 3   |
| Rental Inspections             | 51  |

Fire Calls For Service



**POLICE CALLS FOR SERVICE**

| Type of Incident (Monthly) | Jan '23 | Feb '23 | Mar '23 | Apr '23 | May '23 | Jun '23 | Jul '23 | Aug '23 | Sep '23 | Oct '23 | Nov '23 | Dec '23 |
|----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Group A Serious Crimes     | 106     |         |         |         |         |         |         |         |         |         |         |         |
| Group B Other Crimes       | 60      |         |         |         |         |         |         |         |         |         |         |         |
| Traffic Accidents          | 117     |         |         |         |         |         |         |         |         |         |         |         |
| Other Calls                | 1470    |         |         |         |         |         |         |         |         |         |         |         |
| CFS Totals                 | 1753    |         |         |         |         |         |         |         |         |         |         |         |

| Type of Incident (per year) | 2015   | 2016   | 2017   | 2018   | 2019   | 2020   | 2021   | 2022   | 2023 |
|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|------|
| Group A Serious Crimes      | 1468   | 1469   | 1702   | 1467   | 1437   | 1407   | 1681   | 1548   |      |
| Group B Other Crimes        | 674    | 579    | 613    | 683    | 661    | 565    | 745    | 741    |      |
| Traffic Accidents           | 734    | 790    | 720    | 774    | 613    | 228    | 1030   | 1231   |      |
| Other Calls                 | 13,828 | 12,573 | 13,244 | 13,936 | 14,819 | 14,590 | 15,856 | 16,631 |      |
| CFS Totals                  | 16,704 | 15,411 | 16,279 | 16,860 | 17,530 | 16,790 | 19,312 | 19,917 |      |

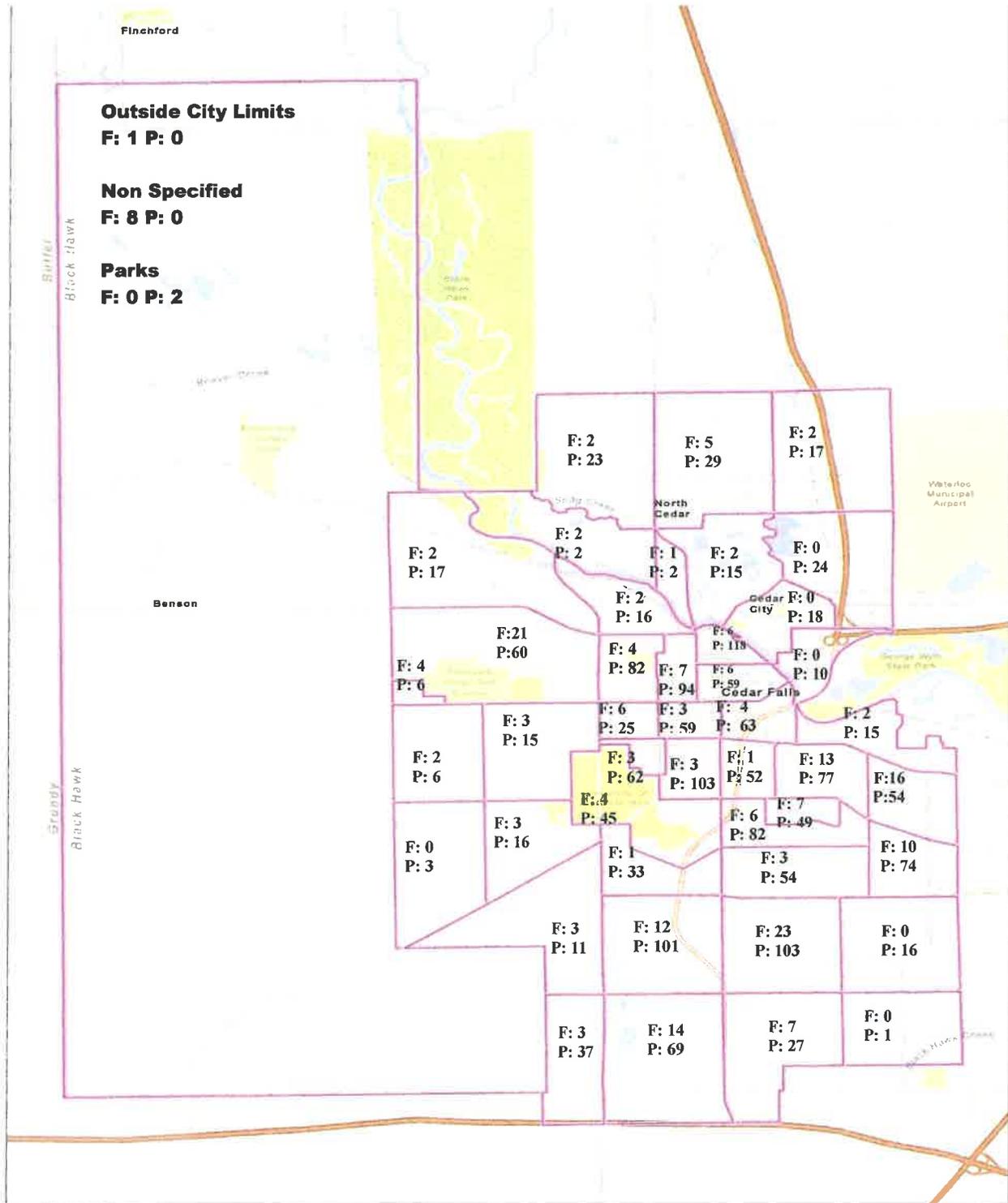
**FIRE RESCUE CALLS FOR SERVICE**

| Type of Incident (Monthly)                  | Jan '23 | Feb '23 | Mar '23 | Apr '23 | May '23 | Jun '23 | Jul '23 | Aug '23 | Sep '23 | Oct '23 | Nov '23 | Dec '23 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Medical & Rescue                            | 119     |         |         |         |         |         |         |         |         |         |         |         |
| Cancelled, False Alarms, Good Intent        | 36      |         |         |         |         |         |         |         |         |         |         |         |
| Fire, Heat, Hazard, Weather Related & Other | 23      |         |         |         |         |         |         |         |         |         |         |         |
| Totals                                      | 178     |         |         |         |         |         |         |         |         |         |         |         |

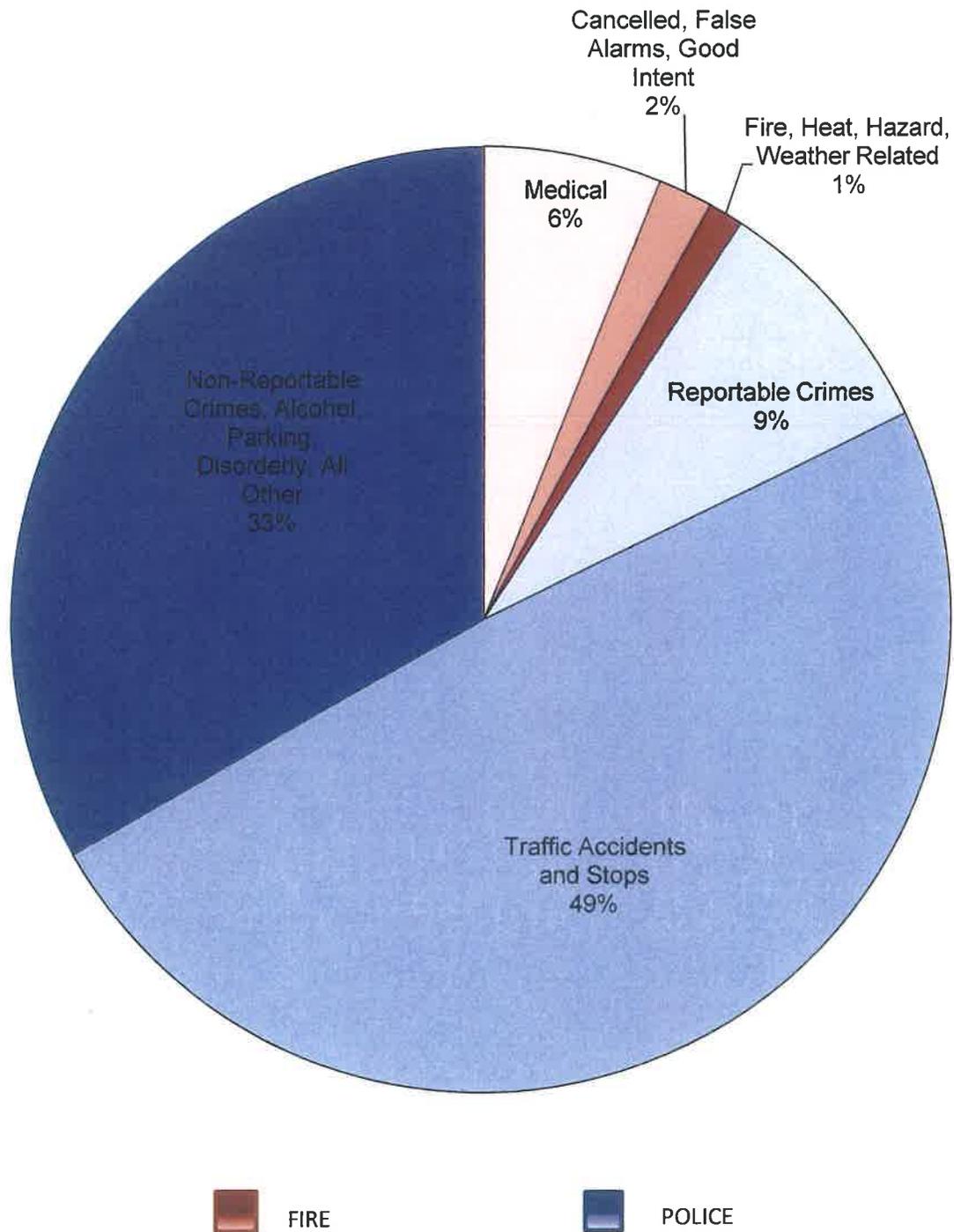
| Type of Incident (per year) | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|-----------------------------|------|------|------|------|------|------|------|------|------|
| Non-Medical CFS             | 840  | 911  | 900  | 772  | 841  | 783  | 758  | 917  |      |
| Rescue / EMS Related        | 1367 | 1570 | 1437 | 1022 | 1272 | 1328 | 1541 | 1509 |      |
| Totals                      | 2207 | 2481 | 2337 | 1794 | 2113 | 2111 | 2299 | 2426 |      |

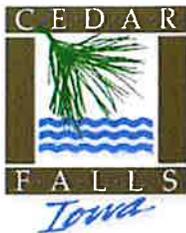
| <b>POLICE STATISTICS:</b>     | <b>JAN 2023</b> | <b>Total 2023</b> |
|-------------------------------|-----------------|-------------------|
| <b>Group A Crimes</b>         |                 |                   |
| Murder/NonNeg Manslaughter    | 0               | 0                 |
| Kidnapping/Abduction          | 0               | 0                 |
| Forcible Rape/Sodomy/Fondling | 2               | 2                 |
| Robbery                       | 0               | 0                 |
| Assault                       | 13              | 13                |
| Arson                         | 0               | 0                 |
| Extortion/Blackmail           | 1               | 1                 |
| Burglary/B&E                  | 16              | 16                |
| Theft                         | 33              | 33                |
| Motor Vehicle Theft           | 1               | 1                 |
| Counterfeit/Forgery           | 1               | 1                 |
| Fraud                         | 10              | 10                |
| Embezzlement                  | 0               | 0                 |
| Stolen Property               | 1               | 1                 |
| Vandalism                     | 12              | 12                |
| Drug Offenses                 | 15              | 15                |
| Porno/Obscene Material        | 1               | 1                 |
| Op/Pro/Asst. Gambling         | 0               | 0                 |
| Weapon Law Violation          | 0               | 0                 |
| <b>Group B Crimes</b>         |                 |                   |
| Bad Checks                    | 0               | 0                 |
| Disorderly Conduct            | 2               | 2                 |
| Driving Under Influence       | 20              | 20                |
| Drunkenness                   | 2               | 2                 |
| Non-Violent Family Offense    | 0               | 0                 |
| Liquor Law Violation          | 0               | 0                 |
| Runaway                       | 0               | 0                 |
| Trespassing                   | 1               | 1                 |
| All Other Offenses            | 35              | 35                |
| Group A Total:                | 106             | 106               |
| Group B Total:                | 60              | 60                |
| Total Reported Crimes:        | 166             | 166               |
| <b>Traffic Accidents</b>      |                 |                   |
| Fatality                      | 0               | 0                 |
| Personal Injury               | 5               | 5                 |
| Hit and Run                   | 26              | 26                |
| Property Damage               | 86              | 86                |
| Total reported Accidents      | 117             | 117               |
| <b>Calls for Service</b>      | 1753            | 1753              |
| <b>Total Arrests</b>          | 75              | 75                |

# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (January 2023)





Business License Application
City of Cedar Falls, Iowa

Zolondek ✓
Howard ✓
Planning ✓
Chase ✓

Item 11.

MOBILE MERCHANT

Includes Vendors, Peddlers, Solicitors, Transient Merchants and Seasonal Businesses

\$50.00 per Month for 8 Months \$500.00 One Year (Expires December 31st)

Business Name: Cedar Valley Bin Cleaning (Bennington Fields LLC)

Business Mailing Address: 1202 W 4th St Cedar Falls IA 50613

Applicant Name: Robert Schmitz (photo ID required)

Applicant Address: 1202 W 4th St Cedar Falls IA 50613

Email Address: schmitzr06@gmail.com Contact Telephone: (319)429-3222

Dates of Operation: April 4th through November (Annual Licenses expire on December 31st)

Description of the business and goods or services to be sold: (Food sales require submission of Food Service License from the County) Providing a subscription based residential trash bin cleaning service to residents of the city of Cedar Falls. This will be provided curb side a the customers residential property.

Specific location, address, route or area in which the business is to be operated: This service will be provided to residents of Cedar Falls who are using residential trash bins.

(Site plan required - location subject to applicable zoning, planning, building and public safety regulations.)

Private Property? Yes No (requires written permission from property owner)

Public Property? Yes No (requires city council approval)

Have you filed a Surety Bond with the Iowa Secretary of State? Yes No N/A (Please call the Iowa Secretary of State's Office at 515-281-5204 to verify any Surety Bond requirements.)

Iowa Sales Tax # 3-07-501112 (Submit copy) or Exemption # 3-07-501112

If operating from a vehicle: Ram 2500 2016 Iowa KIT334

Plans for disposal of liquid & solid refuse, waste, garbage, trash & other material:

The bin cleaning trailer I will be using to clean the trash bins will collect all the solid waste and waste water accumulated during the cleaning process. Once collected I will dispose of the waste water at the Cedar Falls water treatment facility.

Emailed 2/8/23 15 days = 2/23/23

## Business Overview-

The Business Name: **Cedar Valley Bin Cleaning (Bennington Fields LLC)**

Our Mission: Cedar Valley Bin Cleaning is committed to community enhancement by providing an eco-friendly and cost-effective waste bin cleaning service to the residents of Cedar Falls.

Our Service Provided: Providing an eco-friendly curb side residential waste bin cleaning service to Cedar Falls residents on a monthly/seasonal/and one-time basis. This will be a seasonal service provided this year between the months of April and November.

The Benefits to Our Customer: Cleaning waste bins is a relatively new market in the United States that many people aren't aware of. However, with the heightened awareness to sickness causing germs and bacteria due to COVID-19 outbreak more and more people are searching for ways to keep their home and communities clean. Below I've listed some of the drawbacks of having dirty waste bins. Customers who enroll in one of our subscription cleanings will free themselves of these drawbacks without adding extra work to their daily routine.

Drawbacks of a dirty trash bin –

- Foul smelling trash bins are unbearable to be around for a homeowner and their guest.
- Germs and bacteria can cover every square inch of your dirty bin. Some of these germs can lead to serious illnesses if exposed.
- Smells, spills, and loose trash can attract unwanted pests and rodents to your home.
- Waste sludge can form in the bottom of your dirty bins and seep out. This can leave difficult stains on your concrete.
- Homeowners attempting to clean their own waste bins could use up to 75% more water than our eco-friendly system and risk polluted water and waste materials running into their lawn or into a city storm drain.

Our Service Delivery: Using a waste bin cleaning trailer designed by Sparkling Bins, I will arrive to the customers property on the day of their trash pick-up and at a designated time. It will be the customers responsibility to have their waste bin(s) at the curb and emptied prior to every cleaning. At that point I will proceed to clean their bin(s) by bringing them to the back of the trailer. At the back of the trailer, they will be lifted by our universal hydraulic lifter over top of the water collection hopper. Inside the hopper the bins are inserted over top of two 3500 psi 360-degree pressures washing heads. Using water that is heated to 200 degrees, the bins are cleaned and sanitized in under 60 seconds. Last step of the process is to spray the inside with a bio-degradable odor eliminator. The entire process takes less than 5 minutes. This service will leave the customers waste bin(s) clean, disinfected, and smelling great. Possibly the best feature of the whole process is there will be no mess left behind. This is due to the on-trailer water recovery system. The water collection hopper has a drain at the bottom that pumps water into a secondary wastewater tank. Once the days route is completed, I will take the wastewater to the city water reclamation facility and dispose of it.

Our Marketing Strategy: My marketing strategy will be a combination of three areas. A Social media presence, p advertising, and public demos/presentations. Our website [www.cedarvalleybincleaning.com](http://www.cedarvalleybincleaning.com) will be online towards the end February. Using social media platforms like Google My Business, Facebook, and Instagram we will reach out to the community informing them of our new service and educating them on the benefits of our processes. Nothing beats good old fashion paper marketing. Creating business post cards and using EDDM service through USPS, Cedar Valley Bin Cleaning will reach out to strategic neighborhoods in Cedar Falls informing potential customers of our new business and the services it can provide them. We'll also create several dozen yard signs to advertise the business and post them at various street intersections and public places. Finely similar to the EDDM post cards I plan to make advertising door hangers and place them on residential waste bins on the street during trash day pick up. The final strategy is the actual bin cleaning trailer itself. While moving from customer to customer and driving through the city the trailer will act as a mobile billboard giving a clear image of my business and what services I can offer. In the spring I also plan to perform demo presentations in neighborhoods throughout Cedar Falls and at the Cedar Falls yard waste dump site after I've cleared permission from the city.

Thank you for taking the time to read about my up-and-coming business. Please let me know if you have any further questions. You can reach my by email or cell phone provided below.

Thank you,

Robert Schmitz

(319)429-3222

[schmitzr06@gmail.com](mailto:schmitzr06@gmail.com)

Business Logo



Representation of what are our pressure washing trailer will look like.



Video Example of our cleaning process

Iowa Department of  
**REVENUE**



L0001114596



Iowa Department of Revenue  
Registration Services  
PO Box 10470  
Des Moines, IA 50306-0470

422 BENNINGTON FIELDS LLC  
1202 W 4TH ST  
CEDAR FALLS IA 50613-2432

Date: January 10, 2023  
Letter ID: L0001114596  
IDR ID: 1108011606  
Account Type: Sales and Use  
Account ID: 3-07-501012

**Location Permit Number: 3-07-501112**

**BENNINGTON FIELDS LLC** is entrusted to collect, report, or remit tax for the state of Iowa at:

Location Name: BENNINGTON FIELDS LLC

Location Address: 1202 W 4TH ST CEDAR FALLS IA 50613-2432

Filing Frequency: File & Pay Annually

Use GovConnectIowa to manage your tax accounts, file returns, make payments, and communicate with the Department. **Access your account today at [govconnect.iowa.gov](http://govconnect.iowa.gov).**

You may retain a copy of this letter for your records.

Director of Revenue



### Items needed to complete the application process:

- Completed Business License Application.
- The full name, permanent address and phone number of the applicant, along with at least one form of identification that includes a photograph of the applicant.
- If operating a motor vehicle as part of the mobile merchant business, proof of a current operator's license.
- A detailed description of the goods or services to be sold. (Include on Application)
- The business name and address as well as the addresses of all locations where the mobile merchant business is proposed to be operated. (Include on Application) *Citywide*
- A detailed diagram and/or photograph of the mobile stand, cart, motor vehicle or other temporary structure to be used for the mobile merchant business, as well as any signage to be used which signs shall comply with Chapter 3 of the Code of Ordinances.
- n/a*  A detailed site plan diagram if proposed in a stationary location which shall include provisions for patron parking.
- n/a*  Written permission for use of the property from the owner if operating on private property or approval by the city council if operating on public property.
- n/a*  Proof of valid food service license(s) from the state and/or county health departments if selling/handling food and/or beverages for human consumption.
- Copy of Iowa Sales Tax Permit.
- Copy of Certificate of Liability Insurance:
  - \$1,000,000 combined single limit with City of Cedar Falls and its employees named as additional insureds against any liabilities that may arise in connection with the operation of the licensees.
- If operating from a vehicle, the make, model, year, state of registration and license number of the vehicle. (Include on Application)
- Plans for disposal of liquid and solid refuse, waste, garbage, trash and other material used in connection with the mobile merchant business. (Include on Application)
- Once approved, pay fee:
  - \$ 50.00 per month
  - \$ 500.00 for the year (Expires December 31st)

**Joanne Goodrich**

---

**From:** John Zolondek  
**Sent:** Wednesday, February 8, 2023 11:28 AM  
**To:** Joanne Goodrich  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

Fire is good

---

**From:** Joanne Goodrich <Joanne.Goodrich@cedarfalls.com>  
**Sent:** Wednesday, February 8, 2023 11:21 AM  
**To:** John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Cc:** Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>  
**Subject:** Mobile Merchant Review - Cedar Valley Bin Cleaning

Please find attached application for a Mobile Merchant. I am forwarding this application and all accompanying documents to you for your approval or denial. If you are denying the application, please include the reason(s) for denial. Please provide your approval or denial within 15 days. Thank you.

Have a great day!

*Joanne Goodrich*

Administrative Assistant  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613  
[www.cedarfalls.com](http://www.cedarfalls.com)  
319-273-8600 (main #)  
319-268-5157 (direct #)  
319-268-5126 (fax)

## Joanne Goodrich

---

**From:** Mark Howard  
**Sent:** Wednesday, February 8, 2023 12:42 PM  
**To:** Joanne Goodrich; John Zolondek; Planning; Chase Schrage  
**Cc:** Jacque Danielsen  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Police have no issues

*Mark A Howard*  
*Cedar Falls Chief of Police*  
 319-273-5153




---

**From:** Joanne Goodrich <Joanne.Goodrich@cedarfalls.com>  
**Sent:** Wednesday, February 8, 2023 11:21 AM  
**To:** John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Cc:** Jacque Danielsen <Jacque.Danielsen@cedarfalls.com>  
**Subject:** Mobile Merchant Review - Cedar Valley Bin Cleaning

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Have a great day!

*Joanne Goodrich*

Administrative Assistant  
 City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, IA 50613  
[www.cedarfalls.com](http://www.cedarfalls.com)

**Joanne Goodrich**

---

**From:** Chase Schrage  
**Sent:** Monday, February 20, 2023 11:19 AM  
**To:** Licensing  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

None from myself. I know Brian has talked to this individual already a few times about his business.

---

**From:** Licensing <Licensing@cedarfalls.com>  
**Sent:** Monday, February 20, 2023 11:13 AM  
**To:** Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Subject:** FW: Mobile Merchant Review - Cedar Valley Bin Cleaning

We're getting close to the 15 day deadline. Did you have any issues with this?

---

**From:** Joanne Goodrich  
**Sent:** Wednesday, February 8, 2023 11:21 AM  
**To:** John Zolondek <[John.Zolondek@cedarfalls.com](mailto:John.Zolondek@cedarfalls.com)>; Mark Howard <[Mark.Howard@cedarfalls.com](mailto:Mark.Howard@cedarfalls.com)>; Planning <[Planning3@cedarfalls.com](mailto:Planning3@cedarfalls.com)>; Chase Schrage <[Chase.Schrage@cedarfalls.com](mailto:Chase.Schrage@cedarfalls.com)>  
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*Joanne Goodrich*

Administrative Assistant  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613  
[www.cedarfalls.com](http://www.cedarfalls.com)  
319-273-8600 (main #)  
319-268-5157 (direct #)

**Joanne Goodrich**

---

**From:** Brian Heath  
**Sent:** Monday, February 20, 2023 11:55 AM  
**To:** Licensing  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

Yes. We discussed details of the operation and I have no additional questions or concerns.  
 Thanks.

---

**From:** Licensing <Licensing@cedarfalls.com>  
**Sent:** Monday, February 20, 2023 11:46 AM  
**To:** Brian Heath <Brian.Heath@cedarfalls.com>  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

*I just want to make sure that this means you're good with this?*

---

**From:** Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Sent:** Monday, February 20, 2023 11:19 AM  
**To:** Licensing <Licensing@cedarfalls.com>  
**Subject:** RE: Mobile Merchant Review - Cedar Valley Bin Cleaning

None from myself. I know Brian has talked to this individual already a few times about his business.

---

**From:** Licensing <Licensing@cedarfalls.com>  
**Sent:** Monday, February 20, 2023 11:13 AM  
**To:** Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Subject:** FW: Mobile Merchant Review - Cedar Valley Bin Cleaning

*We're getting close to the 15 day deadline. Did you have any issues with this?*

---

**From:** Joanne Goodrich  
**Sent:** Wednesday, February 8, 2023 11:21 AM  
**To:** John Zolondek <John.Zolondek@cedarfalls.com>; Mark Howard <Mark.Howard@cedarfalls.com>; Planning <Planning3@cedarfalls.com>; Chase Schrage <Chase.Schrage@cedarfalls.com>  
**Cc:** Jacque Danielsens <Jacque.Danielsen@cedarfalls.com>  
**Subject:** Mobile Merchant Review - Cedar Valley Bin Cleaning

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BEFORE THE CEDAR FALLS CITY COUNCIL

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IN RE:  
Bani's  
c/o Cedar Star, Inc.  
2128 College Street  
Cedar Falls, IA 50613

**ORDER ACCEPTING  
ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT  
SECOND VIOLATION  
(Assessment of Civil Penalty)**

---

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2023, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/ Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00 be assessed against the above-captioned permittee. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

---

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

IN RE:  
Bani's  
c/o Cedar Star, Inc.  
2128 College Street  
Cedar Falls, IA 50613

**ACKNOWLEDGMENT/  
SETTLEMENT AGREEMENT**

**ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) or suspension of my (our) cigarette permit for thirty (30) days, beginning on the date that will be specified in the official City Order that I will receive. We elect the imposition of a civil penalty/30-day suspension (*circle the applicable provision*)

CEDAR STAR, INC. d/b/a BANI'S

CITY OF CEDAR FALLS, IOWA

By: Rifahide (Riffat Wahidy)

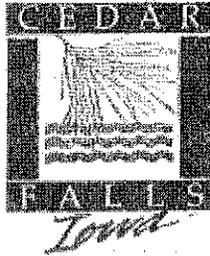
By: Samuel C. Anderson

Date: 01-15-23

Date: 2-16-23

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, should be returned to: Samuel C. Anderson, Cedar Falls City Attorney, 528 West 4<sup>th</sup> Street, P.O. Box 1200, Waterloo, Iowa 50704**



DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-279-3600  
FAX 319-264-3126

December 13, 2022

Cedar Star, Inc. d/b/a Bani's  
2128 College Street  
Cedar Falls, IA 50613

Re: May 11, 2022 Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on Monday, February 20, 2023, City Council Chambers, 220 Clay Street, Cedar Falls, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension prescribed by 453A.22(2)(b) for a second violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age. For a second violation the retailer may select its preference as to which of the two penalties are assessed.

If you wish to settle this case in lieu of the public hearing, you must complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, Cedar Falls City Attorney, 528 West 4<sup>th</sup> Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a second violation under Iowa Code Section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Samuel C. Anderson  
Assistant City Attorney

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IN RE:  
Bani's  
c/o Cedar Star, Inc,  
2128 College Street  
Cedar Falls, IA 50613

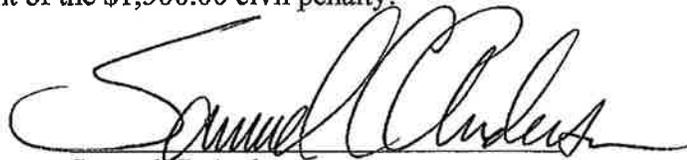
**HEARING COMPLAINT**

---

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1) for the second time within a period of two years, the permit holder shall be assessed a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension for a second violation of Iowa Code Section 453A.2(1). The permit holder may select its preference for the penalty to be applied under this provision.
3. On or about May 11, 2022, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Complaint and Guilty Plea Order are attached and incorporated herein as Exhibit A.

4. On September 7, 2021, the permittee was issued a sanction for a first violation of Iowa Code Section 453A.2.
5. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension against Cedar Star, Inc. d/b/a Bani's. Absent any selected preference by the permit holder, the City will seek assessment of the \$1,500.00 civil penalty.



Samuel C. Anderson  
Assistant City Attorney  
528 West 4<sup>th</sup> Street  
P.O. Box 1200  
Waterloo, IA 50704  
(319) 232-6555

Original to:  
Cedar Star, Inc. d/b/a Bani's  
2128 College Street  
Cedar Falls, IA 50613

Copy to:  
Lt. Dennis O'Neill  
Cedar Falls Police Department  
4600 Main Street  
Cedar Falls, IA 50613

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

**IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY**

|   |   |
|---|---|
| <p><b>STATE OF IOWA</b></p> <p style="text-align: right;"><b>Plaintiff</b></p> <p><b>vs</b></p> <p><b>HEIDI ANN BELLOS</b></p> <p style="text-align: right;"><b>Defendant</b></p> | <p style="text-align: center;"><b>Case No: 01071 STA0218757</b></p> <p style="text-align: center;"><b>ORDER</b></p> |
|---|---|

The Court is in receipt of Defendant's verbal plea of GUILTY to the following:

**Charge: 01 - 453A.2(1) - EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF**

The Court accepts Defendant's plea and assesses the following penalty:

Fine amount \$135.00 plus surcharge and court cost.

Defendant shall make payments of no less than \$50.00 per month starting no later than 30 days from the filing date of this order.

The judgment shall be paid at the office of any Clerk of Court, online at [www.iowacourts.gov](http://www.iowacourts.gov) or by phone with the Statewide Payment Center by calling (515)348-4788.

Any outstanding warrant is hereby withdrawn and any bond posted shall be released.

Clerk to notify parties of record.

Dated this 1st day of December, 2022.

E-FILED

STA0218757 - 2022 DEC 01 03:28 PM  
CLERK OF DISTRICT COURT

BLACK HAWK  
Page 2 of 2



State of Iowa Courts

**Case Number**  
STA0218757  
**Type:**

**Case Title**  
STATE VS. BELLOS, HEIDI ANN  
ORDER OF DISPOSITION

So Ordered

A handwritten signature in cursive script, appearing to read "Dennis M. Guemsey".

---

Dennis Guemsey, Magistrate  
First Judicial District of Iowa

Electronically signed on 2022-12-01 15:28:39

**Instructions on the reverse side**

For period (MM/DD/YYYY) 04 / 01 / 23 through June 30, 2023

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

**Business Information:**

Trade name/Doing business as: Bani's  
Physical location address: 2128 College Street City: Cedar Falls ZIP: 50613  
Mailing address: Same City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Business phone number: (319) 504-5158

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Super Gill Inc  
Mailing address: 2128 College Street City: Cedar Falls State: IA ZIP: 50613  
Phone number: (319) 504-5158 Fax number: \_\_\_\_\_ Email: superhill2128@yahoo.com

**Retail Information:**

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

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

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other  \_\_\_\_\_

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): SHAHBAZ AHMAD Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 2/17/2023 Date: \_\_\_\_\_

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

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

- Fill in the amount paid for the permit: \$25.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

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



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
Mark Howard, Police Chief  
**Date:** February 27, 2023  
**Re:** Retail Alcohol License Applications

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Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) Hatchlings & Hens, 109 Main Street, Special Class B retail native wine – renewal.
- b) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol – renewal.
- c) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) Hillstreet News & Tobacco, 2217 College Street, Class E retail alcohol - renewal.
- e) Bani's, 2128 College Street, Class E retail alcohol – new – change in ownership.



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**  
Information Systems Division

**TO:** Mayor Rob Green and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** February 24, 2023  
**SUBJECT:** Apple Device Enrollment Program Facilitation Agreement

Please see the attached Apple Device Enrollment Program Agreement. This needs to be in place for US Cellular to exchange information about our devices and account information with Apple. This exchange of information is needed to utilize our new Mobile Device Management system, InTune.

Our cyber security assessment strongly encouraged us to start using Intune once our M365 migration was complete. We are in the process of creating policies that will secure our network and data which may be utilized on mobile devices. The first step is to enroll the devices so that the policies can be implemented.

I've enclosed the Apple Device Enrollment Program Facilitation Agreement provided by US Cellular. Kevin Rogers has reviewed and does have concerns with the limited liability and breach. However, because this is for administrative function of registering these devices once and the only failure would be not having a device missed and not registered, we are willing to accept this risk. The registration process can be done manually in that case.

Please reach out to me with any questions at 319-268-5111 or email at [Julie.sorensen@cedarfalls.com](mailto:Julie.sorensen@cedarfalls.com).

Julie Sorensen  
Manager of Information Systems

Attachments:  
Apple Device Enrollment Program Agreement

## **APPLE DEVICE ENROLLMENT PROGRAM FACILITATION AGREEMENT**

This Apple Device Enrollment Program Facilitation Agreement (this “**Agreement**”) is dated as of this Februnay\_ day of \_\_07\_\_, 20\_23\_ (the “**Effective Date**”), and is made by and between USCC Distribution Co. LLC, a Delaware limited liability company (“**USCC**”) and **City of Cedar Falls** (“**Customer**”). USCC and Customer may be hereinafter referred to each as a “**Party**” and collectively as the “**Parties**”.

### **WITNESSETH:**

**WHEREAS**, Customer is a qualified participant in the Apple DEP (as defined below), and

**WHEREAS**, Customer desires USCC to provide, and USCC is willing to provide to Customer, certain services to facilitate the enrollment of Apple Devices in the Apple DEP.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, Customer and USCC hereby agree as follows:

### **1. Definitions.**

“**Apple**” means Apple, Inc.

“**Apple DEP**” means the *Apple Device Enrollment Program* for mobile device management.

“**Apple Device**” means an Apple branded product that is owned or controlled by Customer, that has been purchased by Customer from USCC or from a USCC authorized reseller who obtained the product from USCC, and that is eligible for use in the Apple DEP.

“**Service**” shall have the meaning set forth in Section 2.

“**USCC Affiliate**” means: (a) each entity that USCC’s parent company United States Cellular Corporation (“**U.S. Cellular Corp.**”) directly or indirectly owns or controls; (b) each entity which is an FCC licensee and: (i) with which U.S. Cellular Corp. directly or indirectly has a management agreement; or (ii) in which U.S. Cellular Corp. directly or indirectly is a general partner; and (c) U.S. Cellular Corp.’s parent company Telephone and Data Systems, Inc. and each entity, other than U.S. Cellular Corp., that Telephone and Data Systems, Inc. directly or indirectly owns or controls. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of an entity.

**2. Service.** USCC agrees to facilitate Customer’s enrollment of Apple Devices into the Apple DEP (the “**Service**”). The Service shall exclusively consist of submitting to Apple certain information required by Apple for enrolling Apple Devices into the Apple DEP. The Service does not include managing Apple Devices enrolled, or removing Apple Devices from enrollment, in the Apple DEP. Customer agrees and acknowledges that Apple is solely and exclusively responsible for the Apple DEP and that USCC has no support, management, maintenance or other responsibilities with respect to the Apple DEP.

### **3. Customer Obligations.**

a. To receive the Service, Customer must (i) register and remain in good standing with the Apple DEP, and (ii) register the Apple Devices that it seeks to enroll in the Apple DEP by providing to USCC the information requested by USCC including, without limitation, Customer's Apple DEP ID (collectively, the "**DEP Information**"), and fulfilling any other USCC requirements therefor. By providing any DEP Information to USCC, Customer authorizes USCC to provide the Service and convey such information to Apple. Customer agrees and acknowledges that DEP information provided by USCC to Apple is subject to Apples's relevant privacy policy.

b. Customer shall ensure that all DEP Information is true and correct at the time it is provided to USCC. Customer must immediately notify USCC in writing if it ceases to be enrolled in the Apple DEP, ceases to have an Apple DEP ID, if an Apple Device no longer is enrolled in the Apple DEP or if any of the DEP Information is inaccurate or no longer current.

c. Customer shall be responsible for all costs, expenses, losses, and liabilities incurred and activities taken on behalf of Customer in connection with the Service or the Apple DEP.

d. Customer shall be responsible for obtaining all rights and consents needed from end users to deploy and manage Apple Devices and to provide the DEP Information to Apple.

**4. Termination.** THIS AGREEMENT SHALL COMMENCE AS OF THE EFFECTIVE DATE AND CONTINUE UNTIL TERMINATED AS PROVIDED IN THIS SECTION 4. USCC MAY SUSPEND OR TERMINATE THIS AGREEMENT AND THE SERVICE AT ANY TIME, WITHOUT NOTICE, IF (I) CUSTOMER FAILS, OR IF USCC SUSPECTS THAT CUSTOMER HAS FAILED, TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT OR THE TERMS OF ANY OTHER AGREEMENT BETWEEN USCC OR A USCC AFFILIATE AND CUSTOMER, (II) APPLE TERMINATES USCC'S RIGHT, OR USCC IS OTHERWISE UNABLE, TO PROVIDE THE SERVICE, OR (III) USCC DECIDES IN ITS SOLE DISCRETION TO CEASE PROVIDING THE SERVICE. CUSTOMER MAY TERMINATE THIS AGREEMENT FOR CONVENIENCE AT ANY TIME BY PROVIDING USCC AT LEAST THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF TERMINATION.

**5. Indemnification.** To the extent permitted by applicable law, Customer agrees to indemnify and hold harmless USCC and USCC Affiliates, and upon USCC's request, defend USCC and USCC Affiliates, their directors, officers, employees, independent contractors and authorized representatives (USCC and each of the foregoing, a "**USCC Indemnified Entity**") from any and all claims, losses, liabilities, damages, expenses and costs, including, without limitation attorney's fees and court costs ("**Losses**") incurred by a USCC Indemnified Entity and arising from or related to any of the following: (i) Customer's breach of any certification, covenant, obligation, representation or warranty made in this Agreement, or (ii) any claims, including but not restricted to, any end user claims, about Customer's use of the Service or participation in the Apple DEP, or the deployment or management of Apple Devices. In no event may Customer enter into any settlement or like agreement with a third party that affects the rights of or binds a USCC Indemnified Entity in any way, without the prior written consent of USCC.

**6. Disclaimer of Warranties.**

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICE, IS AT THE CUSTOMER'S SOLE RISK, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND USCC, USCC AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, CONTRACTORS AND LICENSORS (COLLECTIVELY REFERRED TO AS "USCC" FOR THE PURPOSE OF THIS SECTION 6 (DISCLAIMER OF WARRANTIES) AND SECTION 7 (LIMITATION OF LIABILITY)) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

USCC DOES NOT GUARANTEE, REPRESENT OR WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S USE OR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICE PERFORMED OR PROVIDED HEREUNDER WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE SECURE, THAT CUSTOMER'S USE OF OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT THE SERVICE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES OR ANY OTHER USCC OR APPLE PRODUCTS OR SERVICES, OR THAT ANY DATA OR INFORMATION STORED OR TRANSMITTED THROUGH THE SERVICE WILL NOT BE LOST, CORRUPTED, DAMAGED, ATTACKED, HACKED, INTERFERED WITH OR SUBJECT TO ANY OTHER SECURITY INTRUSION. CUSTOMER AGREES THAT FROM TIME TO TIME USCC MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO CUSTOMER.

CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR THROUGH THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIR CRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY USCC OR AN USCC AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **7. Limitation of Liability.**

IN NO EVENT, WHETHER AS A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), STRICT LIABILITY, STATUTE OR OTHERWISE SHALL USCC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT AND/OR CUSTOMER'S USE OF INABILITY TO

USE THE SERVICE, EVEN IF USCC HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), AND EVEN IF USCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL USCC'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT USCC'S LIABILITY FOR FRAUD, DEATH, OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

- 8. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given by a Party to the other Party when either personally served or after 3 business days if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service or by facsimile transmission to:

**USCC:**

USCC Distribution Co. LLC  
Attn: Director or Business Solutions  
 8410 West Bryn Mawr  
 Chicago, IL 60631  
 FAX #: (773)864-3133

**Customer:**

Attn: Julie Sorensen  
220 Clay St  
Cedar Falls

**With a copy to:**

USCC Distribution Co. LLC  
Attn: Legal and Regulatory Affairs  
 8410 West Bryn Mawr  
 Chicago, IL 60631  
 FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.  
 Sidley Austin LLP  
 One S. Dearborn Street  
 Chicago, IL 60603  
 FAX #: (312)853-7036

If either Party changes its address during the term of the Agreement, it shall so advise the other Party in writing, and all notices thereafter required to be given shall be sent to such new address.

- 9. Assignment.** Neither Party may assign or transfer this Agreement by operation of law or otherwise except as set forth in this Section. USCC may assign or transfer this Agreement by operation of law or otherwise to any USCC Affiliate without the prior written consent of Customer. Either Party may assign or transfer this Agreement by operation of law or otherwise: (a) in connection with any merger or consolidation of such Party with another entity, provided that such Party furnishes the other Party with written notice of such assignment or transfer within ten (10) business days of such merger or consolidation; or (b) in connection with the sale of substantially all of the Party's assets

(including the rights of a Party under this Agreement), provided, that (i) the assignee thereof shall assume all of such Party's obligations hereunder, (ii) the Party furnishes the other Party with notice of such assignment and assumption within ten (10) business days after the same, and (iii) solely with respect to an assignment by Customer, the assignee is organized under the laws of one of the fifty United States. Subject to the foregoing, all provisions contained in this Agreement shall extend to and be binding upon the Parties hereto and their respective permitted successors and permitted assigns. Any assignment in violation of this Section shall be void and of no effect.

- 10. Entire Agreement; Modification.** This Agreement constitutes the complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings (whether written or oral) between the Parties with regard to such subject matter. The terms, conditions, covenants and other provisions of this Agreement may be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each Party.
- 11. Governing Law, Venue and Language.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. THE GOVERNING LANGUAGE FOR THIS AGREEMENT SHALL BE ENGLISH, AND NO CONCURRENT OR SUBSEQUENT TRANSLATION OF THIS AGREEMENT INTO ANY LANGUAGE SHALL MODIFY ANY TERM OF THIS AGREEMENT. VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE EXCLUSIVELY THE STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS.
- 12. Relationship of the Parties.** The relationship between the Parties to this Agreement is and shall be that of independent contractors. The Parties expressly acknowledge that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency relationship or contract of employment. Neither Party shall have the authority to make any statement, representation nor commitment of any kind, or to take any action that shall be binding on the other Party except as authorized in writing by the Party to be bound.
- 13. Survival.** The provisions of this Agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the Parties. Without limiting the generality of the foregoing, the Parties specifically acknowledge that the following provisions of the Agreement shall survive such completion, rescission, termination or expiration: 3(c), 5, 6, 7, 8-14, and 16.
- 14. No Waiver; Severability.** USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.
- 15. Force Majeure.** The obligations hereunder of each Party shall be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such Party, which for purposes of this Agreement shall include, without limitation, acts of God, earthquakes, unavoidable accidents, laws, rules, regulations or orders of

government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes or any other similar event or cause. If any event described in the preceding sentence should result in the suspension of either Party’s performance of its obligations hereunder, such Party shall give written notice of such suspension to the other Party, specifying in reasonable detail the nature of the event causing such suspension. Either Party may terminate this Agreement immediately upon notice to the other Party if such other Party’s performance has been suspended due to a force majeure for a period of thirty (30) days or longer, and if such notice is given while the force majeure is continuing.

**16. Electronic Documents.** USCC hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. USCC may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the Parties under this Agreement. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

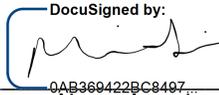
**17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

**USCC Distribution Co, LLC**

[ City of Cedar Falls ]

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

DocuSigned by:  


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

Name: Mike Litscher  
Title: Sales Manager

Name: Dan Jaeger  
Title:

2/7/2023 | 7:52 AM CST

**Certificate Of Completion**

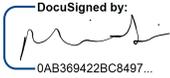
|   |                                 |
|---|---------------------------------|
| Envelope Id: 3BC75CD6998240068D9E8647E2992992     | Status: Delivered               |
| Subject: DEP Cedar Falls.doc                      |                                 |
| SFA Opportunity ID:                               |                                 |
| Source Envelope:                                  |                                 |
| Document Pages: 6                                 | Signatures: 1                   |
| Certificate Pages: 1                              | Initials: 0                     |
| AutoNav: Enabled                                  | Envelope Originator:            |
| Enveloped Stamping: Enabled                       | Tyler Meusburger                |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 30 N Lasalle St Ste 4000        |
|   | Chicago, IL 60602               |
|   | Tyler.Meusburger@uscellular.com |
|   | IP Address: 163.116.133.120     |

**Record Tracking**

|                     |                                 |                    |
|---------------------|---------------------------------|--------------------|
| Status: Original    | Holder: Tyler Meusburger        | Location: DocuSign |
| 2/7/2023 7:32:44 AM | Tyler.Meusburger@uscellular.com |                    |

**Signer Events**

|   | Signature | Timestamp  |
|---|-----------|--|
| Dan Jaeger<br>dan.jaeger@cedarfalls.com<br>Security Level: Email, Account Authentication (None) |           | Sent: 2/7/2023 7:35:33 AM<br>Viewed: 2/7/2023 8:21:29 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                  |           |  |

|  |  |   |
|--|--|---|
| Mike Litscher<br>mike.litscher@uscellular.com<br>Sales Manager<br>Security Level: Email, Account Authentication (None) |               | Sent: 2/7/2023 7:35:33 AM<br>Viewed: 2/7/2023 7:51:06 AM<br>Signed: 2/7/2023 7:52:01 AM |
|  | Signature Adoption: Drawn on Device<br>Using IP Address: 98.144.116.109<br>Signed using mobile |   |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |  |   |

**In Person Signer Events**

**Editor Delivery Events**

**Agent Delivery Events**

**Intermediary Delivery Events**

**Certified Delivery Events**

**Carbon Copy Events**

**Witness Events**

**Notary Events**

**Envelope Summary Events**

|                     | Status           | Timestamps          |
|---------------------|------------------|---------------------|
| Envelope Sent       | Hashed/Encrypted | 2/7/2023 7:35:34 AM |
| Certified Delivered | Security Checked | 2/7/2023 7:51:06 AM |
| Signing Complete    | Security Checked | 2/7/2023 7:52:01 AM |

**Payment Events**



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

## MEMORANDUM

Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** February 27, 2023  
**SUBJECT:** Amendment to Development Agreement with McWing, LLC; Memorandum of Agreement with McWing, LLC, Regarding Minimum Improvements

On March 7, 2022, Council approved an Agreement for Private Development with McWing, LLC, regarding the development of property in the West Viking Road Industrial Park, Phase I. In exchange for economic development incentives, McWing, LLC, agreed to construct Minimum Improvements consisting of four Industrial Use Warehouse Facilities, each containing a minimum of 10,000 square feet of finished space. The City understood at the time of the Development Agreement that McWing, LLC, would declare a horizontal property regime (condominiums) with respect to this property. The City and McWing, LLC, also intended that condominiums could be conveyed as each warehouse facility was ready for occupancy. However, the Development Agreement with McWing, LLC, was not as clear as it could have been regarding the timing of when conveyance of condominiums would be allowed. The attorney for a prospective buyer of a condominium raised concerns about the language of the Development Agreement in this regard, so the City and McWing, LLC, agreed to an amendment to the Development Agreement to eliminate any ambiguity in this regard. This amendment should clear up any issues for the current prospective purchaser as well as others in the future. A proposed amendment to the Development Agreement is attached and staff recommends its approval.

In addition, it was determined that a Memorandum of Agreement between the City and McWing, LLC be developed, that would be recorded (Development Agreements are not recorded) that provides notice to prospective condominium buyers that McWing, LLC, is currently allowed under the Development Agreement to convey condominiums. This will make sales of condominiums smoother and still protect the City because the Development Agreement as amended still requires that condominium buyers accept and abide by all of the terms of the Development Agreement that apply to such new condominium owners. Therefore, staff also recommends approval of the attached Memorandum of Agreement Regarding Minimum Improvements.

Please feel free to contact me with any questions.

**FIRST AMENDMENT TO  
AGREEMENT FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
MCWING, LLC**

This First Amendment to Agreement for Private Development ("First Amendment") is made as of the 27<sup>th</sup> day of February, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality (the "City"), and McWing, LLC, an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613 (the "Developer").

WHEREAS, pursuant to Resolution No. 22,703, the City previously approved an Agreement for Private Development By and Between The City of Cedar Falls, Iowa, and McWing, LLC, dated March 7, 2022 (the "Agreement"); and

WHEREAS, in Section 7.4 of the Agreement, the circumstances are stated in which the transfer of interest in the Development Property or Minimum Improvements to certain Permitted Transferees is permitted; and

WHEREAS, the City and the Developer did not intend that the transfer of interest in part of the Development Property or Minimum Improvements to certain Permitted Transferees needed to wait until all Minimum Improvements were completed; and

WHEREAS, in order to avoid any ambiguity in the Agreement regarding the timing of transfers of part of the Development Property or Minimum Improvements to certain Permitted Transferees, the City and the Developer wish to amend the Agreement accordingly.

NOW, THEREFORE, the City and the Developer mutually agree as follows:

1. Section 7.4 of the Agreement is hereby stricken in its entirety and the following new Section 7.4 is substituted in lieu thereof, as follows:

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and Developer agree that a transfer of ownership of the Development Property or Minimum Improvements (a) to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer or (b) after completion of construction and issuance of occupancy permit(s) for any one or more of the four Industrial Use Warehouse Facilities comprising the Minimum Improvements, each containing a minimum of 10,000 square feet of finished space, as part of the sale of a Commercial Condo to an industrial user (together, the "Permitted Transferee"), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing to be subject to all of the conditions and restrictions in the Agreement to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development property or Minimum Improvements, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that agrees to be subject to all of the conditions and restrictions to which the Developer is subject under this Agreement, the transfer of the Development Property or Minimum Improvements, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

2. Capitalized terms used but not defined herein shall have the same meanings attributed to them in the Agreement.

3. Except as amended and/or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms and shall remain in full force and effect.

4. The City and the Developer agree that the Memorandum of Agreement for Private Development filed on March 28, 2022, as Document # 2022-18869 in the office of the Black Hawk County Recorder properly and correctly memorializes the Agreement as amended in this First Amendment without the necessity of further amendment or filing.

IN WITNESS WHEREOF, the City has caused this First Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this First Amendment to be duly executed in their name and behalf by their authorized representative, all on or as of the date first written above.

**CITY OF CEDAR FALLS, IOWA**

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK :

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Iowa:

**McWing, LLC**

By:   
Brian J. Wignert  
Its: Manager

STATE OF IOWA, COUNTY OF BLACK HAWK :

This instrument was acknowledged before me on the 21<sup>st</sup> day of Feb., 2023, by Brian J. Wignert, as Manager of McWing, LLC, an Iowa limited liability company.

My Commission Expires: 4-13-23

  
Notary Public in and for the State of Iowa



**MEMORANDUM OF AGREEMENT REGARDING  
MINIMUM IMPROVEMENTS**

THIS MEMORANDUM OF AGREEMENT is made \_\_\_\_\_, 2023, by and between McWing, LLC ("McWing") and the City of Cedar Falls, Iowa ("City").

Whereas McWing and City entered into a Private Development Agreement, that was memorialized in a memorandum filed March 28, 2022, as Document No. 2022-18869 in the office of the Black Hawk County Recorder ("PDA") for McWing Suites Condominiums, Cedar Falls, Iowa, the Declaration of which was recorded in Doc. No. 2022-21414, and laid out on Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa ("Development Property").

Whereas Section 7.4 of PDA, as amended, provides that the transfer of ownership of part of the Development Property or Minimum Improvements to certain Permitted Transferees may only occur under certain conditions.

Whereas, the conditions allowing for such transfer of ownership have been met; namely, that one or more of the four Industrial Use Warehouse Facilities comprising the Minimum Improvements has been constructed and an occupancy permit has been issued by the City .

It is therefore agreed:

1. Acknowledgement by City; Permitted Transferee. City acknowledges the completion of construction and issuance of occupancy permit(s) for one or more of the four Industrial Use Warehouse Facilities comprising the Minimum Improvements on the Development Property, containing a minimum of 10,000 square feet of finished space, thereby allowing for transfer of ownership of a Commercial Condo to an industrial user, i.e, a Permitted Transferee, as long as the Permitted Transferee agrees in writing to be subject to all of the obligations, conditions and restrictions of the PDA to the extent they relate to the Commercial Condo transferred, and such written agreement is delivered to the City Clerk.

2. Continuing Effect. The provisions of the PDA as amended shall remain unchanged and in full force and effect. Capitalized terms used but not defined herein shall have the meanings attributed to them in the PDA.

In witness whereof the parties have signed this Agreement.

McWing, LLC

  
By: Brian J. Wingert

Its: Manager

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this 27<sup>th</sup> day of Feb., 2023, by Brian J. Wingert, as Manager of McWing, LLC.



Stephanie Ricketts  
Notary Public

State of Iowa )  
County of \_\_\_\_\_ )ss

This record was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2023, by Robert M. Green and Jacqueline Danielsen, as Mayor and MMC, City Clerk, respectively, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public



DEPARTMENT OF COMMUNITY DEVELOPMENT

RECREATION CENTER  
110 E. 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
319-273-8636  
FAX 319-273-8656

MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Andrew Wagner, Recreation Administrative Supervisor  
**DATE:** February 24, 2023  
**SUBJECT:** Lease approval – Flood buyout property

Residents often express an interest in leasing the vacant parcels of land which are part of a periodic flood buyout program, for additional open green space adjacent to their property or to plant gardens.

Attached to this cover memo is a lease requiring approval from the City Council. The individual who signed the lease provided the City with the necessary liability insurance coverage in order to utilize the property.

This leasing program is beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves the City maintenance dollars and allows park staff to spend time maintaining other properties.

The Department of Community Development recommends that the City Council approve this lease. Let me know if you have any questions or comments.

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-427-009

LEASE NO. \_\_\_\_\_ COUNTY: Black Hawk

THIS LEASE, made and entered into this 20<sup>th</sup> day of February, 2023, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Megan Kugler ("Tenant"), whose address for the purpose of this lease is 918 Cottage Row Road Cedar Falls, Iowa 50613.

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

*Auditor Barnes Plat NO7 Lot 15*

identified as Parcel Number 8914-02-427-009 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning upon council approval, and ending on the 31<sup>st</sup> day of December, 2024, upon the condition that Tenant performs as provided in this Lease.

**2. RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

**4. USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings,

hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

#### 5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and trees with the prior written consent of Landlord. Tenant shall not install any other improvements on the Premises.

6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. **INSURANCE.** Tenant shall provide a Certificate of Insurance showing proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. The following shall constitute an event of default by Tenant: failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**11. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands in connection with this Lease shall be sent to the following addresses:

Landlord:

Cedar Falls Recreation Center  
Attn: Administrative Supervisor  
110 E. 13<sup>th</sup> Street  
Cedar Falls, IA 50613

Tenant:

As stated above

**12. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**13. ADDITIONAL PROVISIONS.**

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 26, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

**14. TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

**15. PROPERTY MANAGER.** The City Director of Community Development, or his or her designee, is authorized to manage the Premises covered by this Lease.

**16. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

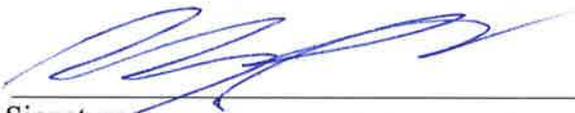
\_\_\_\_\_  
Robert M Green, Mayor

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Megan Kugler  
\_\_\_\_\_  
Print Name

918 Cottage Row Ln  
Cedar Falls, IA 50613  
\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

**Exhibit A**  
Map of Premises to be Leased



|                |          |          |
|----------------|----------|----------|
| Policy Number: | 101029   | Item 18. |
| Renewal Of:    |          |          |
| Period From:   | 07/30/22 |          |
| To:            | 07/30/23 | 12:01am  |
| Effective:     | 03/01/23 |          |

AMENDMENT HOME GUARD

Insurance is afforded only with respect to property and coverage indicated below or by endorsement and secured by specific premium charges. If this policy is issued for a period in excess of one year, the premium shall be determined annually on the basis of the rates in effect at the anniversary date. This declaration page replaces all previously issued declarations bearing the same policy number.

|  |   |                   |
|--|---|-------------------|
| NAMED INSURED:<br><br>MEGAN KUGLER<br>918 COTTAGE ROW ROAD<br>CEDAR FALLS IA 50613 | AGENT:<br>01016-0300<br>DENVER INSURANCE AGENCY<br>PO BOX 694<br>DENVER, IA 50622 | AGENT NO.:<br>300 |
|  | (319) 984-6151  |                   |

(319) 553-3866

GRINNELL MUTUAL REINSURANCE COMPANY - GRINNELL, IOWA  
 ID: 01-016 LIABILITY POLICY NUMBER: 101029

|     |                               |                            |       |
|-----|-------------------------------|----------------------------|-------|
| E   | LIABILITY TO PUBLIC           | 500,000 EACH OCCURRENCE    | 56.55 |
|     |                               | 1,000,000 ANNUAL AGGREGATE |       |
| F   | MEDICAL PAYMENTS TO PUBLIC    | 5,000 EACH PERSON          |       |
| E-1 | DAMAGE TO PROPERTY OF OTHERS  | 500 EACH OCCURRENCE        |       |
|     | ADDITIONAL PREMISES - PL 1919 |                            |       |
|     | 824 COTTAGE ROAD ROAD         |                            | 6.43  |
|     | CEDAR FALLS IA 50613          |                            |       |

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

- FMM 456 09-21 SERVICE LINE COVERAGE
- HG 106 01-19 ADDITIONAL COVERAGE
- HG 107 01-16 SPECIFIED STRUCTURES-REPLACEMENT COST
- HG 2 07-18 HOME-GUARD BROAD FORM
- HG 351 01-20 FUNGI AND BACTERIA-COV LIMITATION
- HG 372 1-05 BIOLOGICAL & CHEMICAL EXCLUSION
- HG 463 01-22 HOME-GUARD AMENDATORY
- HG 464 01-22 IMPORTANT NOTICE-HG 463
- HG 4900 01-18 EQUIPMENT BREAKDOWN DWELLING
- HG 660145 01-22 SPECIAL PROVISIONS-IOWA
- HG 89 01-20 INFLATION GUARD
- HG 90 01-16 PERSONAL PROPERTY REPLACEMENT COST
- PRIVACY FMM PRIVACY NOTICE
- RC 484 01-22 NOTICE-INCREASED BUILDING COST
- PL 1919 01-17 MULTIPLE PURPOSE ENDORSEMENT
- PL 1945 01-16 PERSONAL INJURY
- RC 445 07-20 COVERAGE LIMITATION FOR METAL SURFACING
- RC 482 01-22 \$1,500 WIND/HAIL DEDUCTIBLE
- RC 483 01-22 IMPORTANT NOTICE (RC 482)
- GMIL 4618 07-15 OIL,GAS,OR INJECTION WELL LIAB EXCLU
- GMIL 4643 07-15 ACV DEFINITION
- GMIL 4660 01-18 MUTUAL CONDITIONS
- GMIL 4670 01-19 MAX LIAB LIMITS W/MULT POLICIES
- GMIL 4684 07-18 STATEMENT OF LIABILITY INS CARRIER
- GMIL 4693 01-20 IN CARE OF INSURED DEFINITION
- GMIL 4722 7-09 ID THEFT
- GMIL 4791 10-11 CIVIL UNION ENDORSEMENT
- GMIL 7001 05-18 PRIVACY NOTICE
- GMIL 8107 10-21 IMPORTANT NOTICE (HG 660145 & PL 660130)

mail@firstmaxfield.com 319 984-5255 800 366-7014

|                |          |          |
|----------------|----------|----------|
| Policy Number: | 101029   | Item 18. |
| Renewal Of:    |          |          |
| Period From:   | 07/30/22 |          |
| To:            | 07/30/23 | 12:01am  |
| Effective:     | 03/01/23 |          |

AMENDMENT HOME GUARD

Insurance is afforded only with respect to property and coverage indicated below or by endorsement and secured by specific premium charges. If this policy is issued for a period in excess of one year, the premium shall be determined annually on the basis of the rates in effect at the anniversary date. This declaration page replaces all previously issued declarations bearing the same policy number.

|  |   |                   |
|--|---|-------------------|
| NAMED INSURED:<br><br>MEGAN KUGLER<br>918 COTTAGE ROW ROAD<br>CEDAR FALLS IA 50613 | AGENT:<br>01016-0300<br>DENVER INSURANCE AGENCY<br>PO BOX 694<br>DENVER, IA 50622 | AGENT NO.:<br>300 |
|  | (319) 984-6151  |                   |

(319) 553-3866

DESCRIPTION OF INSURED PREMISES:  
 001 918 COTTAGE ROW ROAD CEDAR FALLS COUNTY: BLACK HAWK 007 IA

MORTGAGEE OR LOSS PAYABLE:  
 1 \* GREENSTATE CREDIT UNION LOAN NUMBER: 8880168988  
 ISAOA/ATIMA  
 PO BOX 2248  
 SIOUX CITY IA 51104  
 Applies to: HOMEGUARD DWELLING  
 2 GREENSTATE CREDIT UNION EQ80169289  
 PO BOX 2248  
 SIOUX CITY IA 51104  
 Applies to: HOMEGUARD DWELLING

DEDUCTIBLE AMOUNT: \$1,000 PROPERTY; \$1,500 WIND/HAIL

SECTION I - PROPERTY - INSURED ITEMS:

| L/IT/FC | DESCRIPTION                                   | DIMENSIONS |     |     | YR   | ROOF    |      | SUM     | PREMIUM |
|---------|---|------------|-----|-----|------|---------|------|---------|---------|
|         |   | W          | L   | H   |      | BLT     | KIND |         |         |
| 1 01 03 | HOMEGUARD DWELLING                            | 030        | 030 | 028 | 1930 | ASPHALT | 19   | 224,700 |         |
| 1 01 03 | SERVICE LINE \$500 DED                        |            |     |     |      |         |      |         |         |
|         | HOUSEHOLD AND PERSONAL EFFECTS                |            |     |     |      |         |      | 168,525 |         |
|         | OTHER STRUCTURES                              |            |     |     |      |         |      | 22,470  |         |
|         | ADDITIONAL LIVING EXPENSE                     |            |     |     |      |         |      | 44,940  |         |
|         | FINANCIAL STABILITY CREDIT                    |            |     |     |      |         |      |         |         |
|         | INFLATIONARY COST FACTOR: 1.020               |            |     |     |      |         |      |         |         |
|         | INFLATION GUARD HG 89                         |            |     |     |      |         |      |         |         |
|         | EQPT BREAKDOWN COV-HG4900                     |            |     |     |      |         |      |         | 43.00   |
|         | \$100,000/ACCIDENT COVERAGE LIMIT - \$500 DED |            |     |     |      |         |      |         |         |
|         | EQUIPMENT BREAKDOWN COVERAGE IS PROVIDED BY   |            |     |     |      |         |      |         |         |
|         | GRINNELL MUTUAL REINSURANCE COMPANY           |            |     |     |      |         |      |         |         |
|         | EQUIPMENT BREAKDOWN PREMIUM IS FULLY          |            |     |     |      |         |      |         |         |
|         | EARNED AND NON-REFUNDABLE                     |            |     |     |      |         |      |         |         |

\*\*ADD ADDITIONAL PREMISE\*\*

POLICY FEE 40.00  
 POLICY FEE IS FULLY EARNED - NON REFUNDABLE

TOTAL SECTION I PROPERTY 393,225 807.10  
 CONTINUED

mail@firstmaxfield.com 319 984-5255 800 366-7014

|                |          |          |
|----------------|----------|----------|
| Policy Number: | 101029   | Item 18. |
| Renewal Of:    |          |          |
| Period From:   | 07/30/22 |          |
| To:            | 07/30/23 | 12:01am  |
| Effective:     | 03/01/23 |          |

AMENDMENT HOME GUARD

Insurance is afforded only with respect to property and coverage indicated below or by endorsement and secured by specific premium charges. If this policy is issued for a period in excess of one year, the premium shall be determined annually on the basis of the rates in effect at the anniversary date. This declaration page replaces all previously issued declarations bearing the same policy number.

|  |   |                   |
|--|---|-------------------|
| NAMED INSURED:<br><br>MEGAN KUGLER<br>918 COTTAGE ROW ROAD<br>CEDAR FALLS IA 50613 | AGENT:<br>01016-0300<br>DENVER INSURANCE AGENCY<br>PO BOX 694<br>DENVER, IA 50622 | AGENT NO.:<br>300 |
|  | (319) 984-6151  |                   |

(319) 553-3866

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS: (CONT'D)  
 GMIL 8108 07-22 CYBER LOSS EXCLUSION  
 GMIL 8109 07-22 COMMUNICABLE DISEASE EXCLUSION  
 GMIL 8110 07-22 IMPORTANT NOTICE  
 GMIL 8111 07-22 IMPORTANT NOTICE

|                 |         |        |
|-----------------|---------|--------|
| TOTAL INSURANCE | 393,225 | 870.08 |
| PREMIUM DUE     |         | 2.66   |

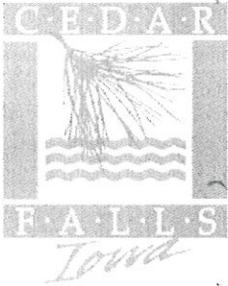
COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE:

DATE ISSUED 02/02/23

PRESIDENT







## PUBLIC WORKS DEPARTMENT

City of Cedar Falls  
 501 E. 4<sup>th</sup> Street  
 Cedar Falls, Iowa 50613  
 319-273-8633

### MEMORANDUM

#### *Water Reclamation Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Tyler Griffin, Acting Water Reclamation Manager  
**DATE:** February 24, 2023  
**SUBJECT:** 17<sup>th</sup> Street Pump & Motor Maintenance

The FY23 CIP includes \$75,000 for the repair and maintenance of one Fairbanks pump from 17<sup>th</sup> Street Lift Station. The 17<sup>th</sup> Street Lift Station is the largest in the city, pumping roughly 66% of Cedar Falls' wastewater on a daily basis. The station has four pumps with a total pumping capacity of more than 30 million gallons per day.

Pump #2 has lost efficiency and is currently only capable of pumping at 50% capacity. This rebuild would include a comprehensive component inspection, complete assembly rebalance, and part replacement or refurbishment.

Two vendors provided estimates of costs for pump repair. Please see breakdown below.

|                      |                              |
|----------------------|------------------------------|
| Hupp Electric Motors | \$67,192 worst case scenario |
| Zimmer & Francescon  | \$70,885                     |

In addition to the above pump repair, there will be additional costs associated with crane rental, removals, reinstallation, motor maintenance and on-site testing. These additional services are included in Hupp's estimate of cost. However, Zimmer & Francescon does not provide these services. In an effort to reduce these additional costs, City staff will be conducting the labor for removal and reinstallation. Motor reconditioning and start up testing will need to be conducted by Hupp regardless of vendor. Additional costs will be around \$12,000.

For these reasons I am requesting the approval to hire Hupp Electric Motors to repair one Fairbanks pump from the 17<sup>th</sup> Street Lift Station. This project will be funded with Sewer Rental Funds.

CC: Chase Schrage, Public Works Director

February 10, 2023

Chris Robinson  
 City of Cedar Falls  
 501 East 4<sup>th</sup> St.  
 Cedar Falls, IA 50613



Quote #021023TD  
 Re: Service call to remove, rebuild and reinstall Fairbanks pump.

Chris,  
 We are pleased to offer the following quote for your consideration.

| Work Scope   | Estimated Cost  |
|--|-----------------|
| 1) <b>Removal/installation</b> – 3 technicians will remove the pump assembly, load it onto our truck, and deliver it to our shop.  | \$7,500.00      |
| 2) <b>Repairs</b> – Once at our shop, we will disassemble the pump assembly and inspect all components to give you an accurate parts estimate. We will then reassemble with the new components.<br><br>* Worst case scenario parts (minus impeller) - \$67,192   | \$6,000.00*     |
| 3) <b>Motor Recondition and Balance</b> – Disassemble and clean parts, inspect, take measurements, check runout PDMA & Baker test before and after, balance rotor to ISO G1 Spec, ultrasonic shaft crack inspection, install new bearings (if needed, not included), reassemble, test run and record vibration, paint motor. ]<br><br>** If any unforeseen problems are encountered during the recondition process (i.e. machine work, or rewind etc.) you will be notified prior to any work being performed. Price does not include bearings, machine work, freight or freight for parts required to complete the job. | \$4000.00**     |
| 4) <b>Ceramic Coating</b> – We are offering a ceramic coating option of the impeller to increase longevity and performance.  | \$1,500         |
| 5) <b>Crane Rental</b> – Two rentals, one for removal and one for installation of pump assembly.   | \$3,500.00      |
| <b>Total Estimate</b>  | <b>\$89,692</b> |

Please note that this is an estimate on time and will be adjusted per time spent. Please give me a call if you have any questions.

Sincerely,

Tyler Doran  
 Millwright Manager  
 319.366.0761 | 888.366.0761 Ext.8220  
 Cell: 563-357-7902  
[TDoran@hupp-electric.com](mailto:TDoran@hupp-electric.com)  
[Http://hupp-electric.com](http://hupp-electric.com)  
[LinkedIn](#) | [Facebook](#)



Review us on Google

**ZIMMER & FRANCESCON, INC.****ZF****QUOTATION**

6200 65th Avenue

Moline, IL 61265

1-800-621-1118

309-797-1117 tel

877-244-2508 fax

TO: Water Reclamation Facility  
501 East 4th Street  
Cedar Falls, IA 50613

QUOTATION NO: 221011FN

BID DATE: 2/24/23

**SUBJECT: 17th Street Lift Station**

Gentlemen:

**We are proposing to furnish the following equipment at the prices indicated and in accordance with the terms set forth herein.**

**Rebuild of 14" C5743**

## Pre Repair Work

- Truck for pick up
- Receive pump, offload from Truck
- Disassemble pump complete
- Clean and blast components
- Inspect pump components
- Issue inspection report

## Base Replacement

- Shaft Sleeve & Mechanical Seal
- Wear Rings
- Bearings and Lip Seals
- Gaskets
- Hardware

## Reused Items

- Impeller
- Volute
- Fronthead
- Backhead
- Bearing Housing
- High Ring Base
- Base
- Shaft

## Assembly

- Dynamic Balance of impeller
- Assembly and Paint
- Load for shipment

TOTAL \$70,885.00

**ZIMMER & FRANCESCON, INC.**

Quotation No: 221011FN

NOTES

- 1 Removal from station is NOT included
- 2 Installation on site is NOT included
- 3 All work in addition to above will be quoted for clients approval
- 4 Cleaning of pump prior to pick up NOT included  
*Wash down with a disenfectant is suggested for this product*
- 5 Transportation to and from Cedar Falls is included
- 6 Estimated repair lead time is 14-16 weeks after approval of inspection  
*subject to change if additional work is required*

This proposal is Valid for 30 days, afterward subject to cost adjustments

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** March 6, 2023

**SUBJECT:** Oak Park Sanitary Sewer Repair Project  
City Project Number: SA-002-3182  
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the Oak Park Sanitary Sewer Repair Project.

This project involves the installation of a lift station on Minnetonka Drive in Cedar Falls, IA, installation of 498 linear feet of force main, 166 linear feet of gravity sewer, and 66 linear feet of water main. The project also includes replacement of storm sewer and subdrain, PCC pavement and sidewalks, landscaping, electrical work, erosion control, seeding, and other miscellaneous items required to complete the work.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the Oak Park Sanitary Sewer Repair Project.

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

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

**FORM OF PROPOSAL  
OAK PARK BLVD SEWER REPLACEMENT PROJECT  
PROJECT NO. SA-002-3182  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the OAK PARK BLVD SEWER REPLACEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

| BID ITEM# | DESCRIPTION           | UNITS | QUANTITY | UNIT PRICE  | EXTENDED PRICE |
|-----------|-----------------------|-------|----------|-------------|----------------|
| 1         | Clearing and Grubbing | LS    | 1        | \$15,000.00 | \$15,000.00    |
| 2         | Topsoil, On-site      | CY    | 190      | \$40.00     | \$7,600.00     |
| 3         | Subgrade Preparation  | SY    | 276      | \$5.00      | \$1,380.00     |
| 4         | Subbase, 12" Modified | SY    | 191      | \$25.00     | \$4,775.00     |
| 5         | Removal of Structure  | LS    | 1        | \$7,500.00  | \$7,500.00     |
| 6         | Compaction Testing    | LS    | 1        | \$2,000.00  | \$2,000.00     |
| 7         | Trench Foundation     | TON   | 18       | \$40.00     | \$720.00       |

| BID ITEM# | DESCRIPTION  | UNITS | QUANTITY | UNIT PRICE  | EXTENDED PRICE |
|-----------|--|-------|----------|-------------|----------------|
| 8         | Replacement of Unsuitable Backfill Material                    | CY    | 119      | \$75.00     | \$8,925.00     |
| 9         | Trench Compaction Testing                                      | LS    | 1        | \$1,500.00  | \$1,500.00     |
| 10        | Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 8"         | LF    | 166      | \$250.00    | \$41,500.00    |
| 11        | Sanitary Sewer Force Main, Trenched, HDPE, 2"                  | LF    | 156      | \$50.00     | \$7,800.00     |
| 12        | Sanitary Sewer Force Main, Trenchless, HDPE, 2"                | LF    | 300      | \$50.00     | \$15,000.00    |
| 13        | Sanitary Sewer Force Main with Casing Pipe, Trenched, HDPE, 2" | LF    | 42       | \$350.00    | \$14,700.00    |
| 14        | Sanitary Sewer Service Stub, PVC, SDR 23.5, 4"                 | LF    | 24       | \$850.00    | \$20,400.00    |
| 15        | Removal of Sanitary Sewer, All Types and Sizes                 | LF    | 277      | \$45.00     | \$12,465.00    |
| 16        | Sanitary Sewer Cleanout  | EA    | 2        | \$4,000.00  | \$8,000.00     |
| 17        | Sanitary Sewer Abandonment, Fill and Plug                      | LF    | 50       | \$35.00     | \$1,750.00     |
| 18        | Storm Sewer, Trenched, RCP, 15"                                | LF    | 20       | \$150.00    | \$3,000.00     |
| 19        | Removal of Storm Sewer, RCP, 15"                               | LF    | 20       | \$60.00     | \$1,200.00     |
| 20        | Subdrain, Type 1, 6"   | LF    | 50       | \$20.00     | \$1,000.00     |
| 21        | Water Main, Trenched, DIP, 6"                                  | LF    | 66       | \$85.00     | \$5,610.00     |
| 22        | Water Main Fittings, 6"  | EA    | 4        | \$850.00    | \$3,400.00     |
| 23        | Water Main Removal, 6"   | LF    | 51       | \$45.00     | \$2,295.00     |
| 24        | Manhole, SW-303, 48"   | EA    | 1        | \$75,000.00 | \$75,000.00    |
| 25        | Internal Drop Connection                                       | EA    | 1        | \$5,000.00  | \$5,000.00     |
| 26        | External Drop Connection                                       | EA    | 1        | \$7,500.00  | \$7,500.00     |
| 27        | Connection to Existing Manhole                                 | EA    | 1        | \$4,000.00  | \$4,000.00     |
| 28        | Remove Manhole   | EA    | 2        | \$5,000.00  | \$10,000.00    |
| 29        | Pavement, PCC, 7"  | SY    | 171      | \$70.00     | \$11,970.00    |
| 30        | HMA Overlay  | TON   | 28.1     | \$200.00    | \$5,620.00     |
| 31        | Removal of Sidewalk  | SY    | 61       | \$15.00     | \$915.00       |
| 32        | Sidewalk, PCC, 4"  | SY    | 61       | \$50.00     | \$3,050.00     |
| 33        | Driveway, Paved, PCC, 6"                                       | SY    | 46       | \$60.00     | \$2,760.00     |
| 34        | Pavement Removal   | SY    | 216      | \$15.00     | \$3,240.00     |

| BID ITEM# | DESCRIPTION  | UNITS | QUANTITY | UNIT PRICE       | EXTENDED PRICE                      |
|-----------|--|-------|----------|------------------|-------------------------------------|
| 35        | Temporary Traffic Control  | LS    | 1        | \$2,000.00       | \$2,000.00                          |
| 36        | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Slope Mix | AC    | 0.24     | \$25,000.00      | <del>\$6,000.00</del><br>\$6,000.00 |
| 37        | Sod  | SQ    | 42       | \$130.00         | \$5,460.00                          |
| 38        | Plants with Warranty   | LS    | 1        | \$2,500.00       | \$2,500.00                          |
| 39        | Mulch, Shredded Bark   | SF    | 635      | \$1.50           | \$952.50                            |
| 40        | Landscape Boulders   | EA    | 5        | \$75.00          | \$375.00                            |
| 41        | SWPPP Management   | LS    | 1        | \$3,000.00       | \$3,000.00                          |
| 42        | Filter Sock, 12"   | LF    | 1560     | \$6.00           | \$9,360.00                          |
| 43        | Filter Sock, Removal   | LF    | 1560     | \$1.50           | \$2,340.00                          |
| 44        | Temporary RECP, Type 4   | SY    | 245      | \$11.50          | \$2,817.50                          |
| 45        | Stabilized Construction Entrance                                 | SY    | 94       | \$35.00          | \$3,290.00                          |
| 46        | Inlet Protection Device, Filter Sock                             | EA    | 2        | \$250.00         | \$500.00                            |
| 47        | Inlet Protection Device, Maintenance                             | EA    | 2        | \$50.00          | \$100.00                            |
| 48        | Lift Station Column  | LS    | 1        | \$60,000.00      | \$60,000.00                         |
| 49        | Mobilization   | LS    | 1        | \$50,000.00      | \$50,000.00                         |
| 50        | Concrete Washout   | LS    | 1        | \$250.00         | \$250.00                            |
| 51        | Electrical   | LS    | 1        | \$20,000.00      | \$20,000.00                         |
| 52        | Lift Station, Complete   | LS    | 1        | \$250,000.00     | \$250,000.00                        |
|           |  |       |          | <b>TOTAL BID</b> | <b>\$735,520.00</b>                 |

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-52). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

|              |          |      |               |
|--------------|----------|------|---------------|
| Addendum No. | <u>1</u> | Date | <u>2-1-23</u> |
|              | <u>2</u> |      | <u>2-9-23</u> |

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder  
Peterson Contractors, Inc.

104 Black Hawk St., P.O. Box A Reinbeck, IA 50669  
Official Address

Chris D. Fleshner  
By  
Project Estimator / Manager  
Title

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 12 / 23 / 64 to 02 / 10 / 23 Address: 104 Black Hawk St., P.O. Box A  
City, State, Zip: Reinbeck, IA 50669

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

\_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Peterson Contractors, Inc.

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

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

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.**

**This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No      My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.



## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

### WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: OAK PARK BLVD SEWER REPLACEMENT PROJECT, Project No. SA-002-3182 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of February 2023, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. SA-002-3182 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

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

  
Contractor

CITY OF CEDAR FALLS, IOWA

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

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

### Performance, Payment and Maintenance Bond

SURETY BOND NO. 107752072

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seven Hundred Thirty Five Thousand, Five Hundred Twenty and 00/100 (\$ 735,520.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**Oak Park Blvd Sewer Replacement Project  
Wastewater Collection  
Project SA-002-3182**

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

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

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

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

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

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

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

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

position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No. SA-002-3182

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Surety Countersigned By:

**PRINCIPAL:**

Not Required  
Signature of Agent

PETERSON CONTRACTORS INC.  
Contractor

By:   
Signature

president  
Title

Printed Name of Agent

**SURETY:**

Company Name

Travelers Casualty and Surety Company of America  
Surety Company

Company Address

By:   
Signature Attorney-in-Fact Officer

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

City, State, Zip Code

Holmes, Murphy and Associates, LLC  
Company Name

Company Telephone Number

2727 Grand Prairie Parkway  
Company Address

**FORM APPROVED BY:**

Waukee, IA 50263  
City, State, Zip Code

Attorney for Owner

(515) 223-6800  
Company Telephone Number

**NOTE:**

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



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

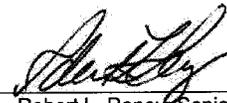
**POWER OF ATTORNEY**

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

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

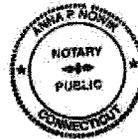


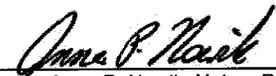
State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.  
My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

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

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

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

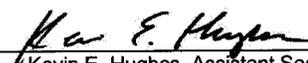
**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

Effective 7-1-2022

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations         |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT. | VARIOUS AS REQUIRED PER WRITTEN CONTRACT. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

Effective 7-1-2022

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location And Description Of Completed Operations |
|---|--|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT. | VARIOUS AS REQUIRED PER WRITTEN CONTRACT.        |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Luke Andreasen, PE

**DATE:** March 6, 2023

**SUBJECT:** Various Intersection Improvements  
City Project Number: TS-000-3294  
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with K&W Electric, Inc. for the construction of the Various Intersection Improvements Project.

This project consists of improvements at three city intersections. A new traffic signal at Hudson/Ridgeway, and landscaping improvements in the roundabout intersections at Prairie Parkway/Prairie View Road and Prairie Parkway/Brandilynn Boulevard.

The Engineering Division of the Public Works Department recommends approving and executing the contract with K&W Electric for the construction of the Various Intersection Improvements.

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

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

**FORM OF PROPOSAL  
HUDSON ROAD & W RIDGEWAY AVENUE INTERSECTION  
IMPROVEMENTS  
PROJECT NO. TS-000-3294  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that K&W Electric, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the HUDSON ROAD & W RIDGEWAY INTERSECTION IMPROVEMENTS in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

| BID ITEM # | DESCRIPTION                           | UNITS | QUANTITY | UNIT PRICE             | EXTENDED PRICE         |
|------------|---------------------------------------|-------|----------|------------------------|------------------------|
| 1          | Topsoil, Off-site                     | CY    | 674      | 32. <sup>00</sup>      | 21568. <sup>00</sup>   |
| 2          | Excavation, Class 10                  | CY    | 2199     | 22. <sup>00</sup>      | 48378. <sup>00</sup>   |
| 3          | Traffic Signal                        | LS    | 1        | 281,000. <sup>00</sup> | 281,000. <sup>00</sup> |
| 4          | Painted Pavement Markings, Waterborne | STA   | 5.77     | 310. <sup>00</sup>     | 1788. <sup>70</sup>    |
| 5          | Painted Symbols and Legends           | EA    | 4        | 135. <sup>00</sup>     | 540. <sup>00</sup>     |
| 6          | Temporary Traffic Control             | LS    | 1        | 11,650. <sup>00</sup>  | 11,650. <sup>00</sup>  |
| 7          | Sign Panels                           | SF    | 38.3     | 23. <sup>00</sup>      | 880. <sup>90</sup>     |
| 8          | Sign Posts                            | LF    | 88       | 23. <sup>00</sup>      | 2024. <sup>00</sup>    |
| 9          | Removal of Sign                       | EA    | 4        | 75. <sup>00</sup>      | 300. <sup>00</sup>     |

| BID ITEM # | DESCRIPTION   | UNITS | QUANTITY | UNIT PRICE           | EXTENDED PRICE        |
|------------|---|-------|----------|----------------------|-----------------------|
| 10         | Removal and Reinstallation of Sign  | EA    | 4        | 250. <sup>00</sup>   | 1000. <sup>00</sup>   |
| 11         | Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 2 Seed Mixture | AC    | 0.08     | 6900. <sup>00</sup>  | 552. <sup>00</sup>    |
| 12         | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 Seed Mixture    | AC    | 0.41     | 13725. <sup>00</sup> | 5627. <sup>25</sup>   |
| 13         | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2 Seed Mixture    | AC    | 0.21     | 13725. <sup>00</sup> | 2882. <sup>25</sup>   |
| 14         | Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4 Seed Mixture    | AC    | 0.21     | 4575. <sup>00</sup>  | 960. <sup>75</sup>    |
| 15         | Plants, Lump Sum, With Warranty   | LS    | 1        | 23950. <sup>00</sup> | 23,950. <sup>00</sup> |
| 16         | Mulch, Shredded Bark  | CY    | 40       | 139. <sup>00</sup>   | 5560. <sup>00</sup>   |
| 17         | Mulch, Rock   | CY    | 8        | 253. <sup>00</sup>   | 2024. <sup>00</sup>   |
| 18         | SWPPP Management  | LS    | 1        | 500. <sup>00</sup>   | 500. <sup>00</sup>    |
| 19         | Filter Sock, 12"  | LF    | 846      | 3. <sup>50</sup>     | 2961. <sup>00</sup>   |
| 20         | Filter Sock, Removal  | LF    | 846      | 0. <sup>65</sup>     | 549. <sup>90</sup>    |
| 21         | Temporary RECP, Type 2C   | SY    | 403      | 2. <sup>10</sup>     | 846. <sup>30</sup>    |
| 22         | Silt Fence  | LF    | 285      | 3. <sup>70</sup>     | 1054. <sup>50</sup>   |
| 23         | Silt Fence Removal of Sediment  | LF    | 285      | 1. <sup>05</sup>     | 299. <sup>25</sup>    |
| 24         | Silt Fence Removal of Device  | LF    | 285      | 1. <sup>05</sup>     | 299. <sup>25</sup>    |
| 25         | Monument Preservation and Replacement   | LS    | 1        | 1300. <sup>00</sup>  | 1300. <sup>00</sup>   |
| 26         | Mobilization  | LS    | 1        | 5250. <sup>00</sup>  | 5250. <sup>00</sup>   |
| 27         | Concrete Washout  | LS    | 1        | 250. <sup>00</sup>   | 250. <sup>00</sup>    |
| 28         | Monument  | EA    | 8        | 33600. <sup>00</sup> | 268800. <sup>00</sup> |
| 29         | Limestone Edging, 6" WIDE   | TON   | 22       | 850. <sup>00</sup>   | 18700. <sup>00</sup>  |
| 30         | Electrical & Lighting   | LS    | 1        | 17300. <sup>00</sup> | 17300. <sup>00</sup>  |

TOTAL BID: \$ 728,796.<sup>05</sup>

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer

generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

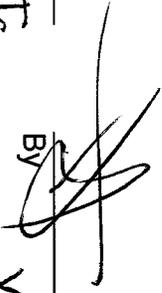
Bid Security in the sum of 10 % of the bid is submitted herewith in accordance with the instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 2-7-23  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder K&W Electric, Inc.  
1127 Lincoln St. Cedar Falls Ia.  
Official Address 50613  
BY  V.P.  
Title \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Oblige, hereinafter called "OBLIGEE," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

#### NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Oblige in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Oblige may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Witness  
By \_\_\_\_\_ Attorney-in-fact

### FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and K+W Electric of Cedar Falls, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: HUDSON ROAD & W RIDGEWAY INTERSECTION IMPROVEMENTS, Project No(s). TS-000-3294 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 16th day of January 2023 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No(s). TS-000-3294 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

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

  
\_\_\_\_\_  
Contractor *Jeremy Brandt, Vice President*

CITY OF CEDAR FALLS, IOWA

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

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

### Performance, Payment and Maintenance Bond

SURETY BOND NO. 292559J

KNOW ALL BY THESE PRESENTS:

That we, K&W Electric, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seven Hundred Twenty Eight Thousand Seven Hundred Ninety Six & 05/100 Dollars (\$ 728,796.05), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

#### **HUDSON ROAD & W RIDGEWAY INTERSECTION IMPROVEMENTS Project TS-000-3294**

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

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

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

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

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

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

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

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

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

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

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

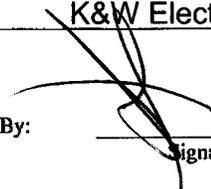
When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions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

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

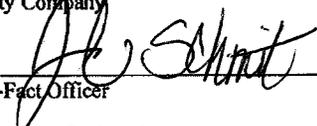
Project No(s). TS-000-3294

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Surety Countersigned By: **PRINCIPAL:**

|                       |  |
|-----------------------|--|
| Signature of Agent    | K&W Electric, Inc.<br>Contractor   |
| Printed Name of Agent | By: <br>Signature<br>V. P.<br>Title |

**SURETY:**

|                          |  |
|--------------------------|--|
| Company Name             | Westfield Insurance Company<br>Surety Company  |
| Company Address          | By: <br>Signature Attorney-in-Fact Officer |
| City, State, Zip Code    | Joseph I. Schmit, Attorney-in-Fact<br>Printed Name of Attorney-in-Fact Officer   |
| Company Telephone Number |  |

AssuredPartners Great Plains, LLC  
Company Name  
4200 University Ave., Ste. 200  
West Des Moines, Iowa 50266  
Company Address

**FORM APPROVED BY:**

|                    |                          |
|--------------------|--------------------------|
|                    | City, State, Zip Code    |
| Attorney for Owner | Company Telephone Number |

**NOTE:**

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/ 2/24/17) Item 21.

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

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

PRODUCER  
AssuredPartners Great Plains, LLC  
4200 University Ave., Suite 200  
West Des Moines IA 50266-5945

CONTACT NAME: Brenda Trogdon  
PHONE (A/C, No, Ext): 515-237-0169  
E-MAIL ADDRESS: Brenda.Trogdon@AssuredPartners.com  
FAX (A/C, No): 515-237-0169

| INSURER(S) AFFORDING COVERAGE               |  | NAIC # |
|---|--|--------|
| INSURER A : Accident Fund Ins Co of America |  | 10166  |
| INSURER B : Middlesex Insurance Company     |  | 23434  |
| INSURER C :                                 |  |        |
| INSURER D :                                 |  |        |
| INSURER E :                                 |  |        |
| INSURER F :                                 |  |        |

INSURED  
K&W Electric, Inc.  
1127 Lincoln St  
Cedar Falls IA 50613

K&WELEC-02

REVISION NUMBER:

CERTIFICATE NUMBER: 1639162313

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |              |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
|          |  |           |          |               |                         |                         |  |              |
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | A0174644      | 7/15/2022               | 7/15/2023               | EACH OCCURRENCE  | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$ 500,000   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)   | \$ 10,000    |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY  | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE  | \$ 3,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG   | \$ 2,000,000 |
|          |  |           |          |               |                         |                         |  | \$           |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY          |           |          | A0174644      | 7/15/2022               | 7/15/2023               | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)   | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)   | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)   | \$           |
|          |  |           |          |               |                         |                         |  | \$           |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | A0174644      | 7/15/2022               | 7/15/2023               | EACH OCCURRENCE  | \$ 5,000,000 |
|          |  |           |          |               |                         |                         | AGGREGATE  | \$ 5,000,000 |
|          |  |           |          |               |                         |                         |  | \$           |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y         | N        | WCP100044467  | 7/15/2022               | 7/15/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT   | \$ 500,000   |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE   | \$ 500,000   |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT  | \$ 500,000   |
| B        | Professional Liability   |           |          | A0174644      | 7/15/2022               | 7/15/2023               | Per Occurrence   | 1,000,000    |
|          |  |           |          |               |                         |                         | General Aggregate  | 1,000,000    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Hudson Road & W Ridgeway Avenue Intersection Improvements, Project No. TS-000-3294 / WO 6336

City of Cedar Falls is an Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (04/13)

City of Cedar Falls is an Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the General Liability policy per form CG2010 (04/13)

See Attached...

### CERTIFICATE HOLDER

City of Cedar Falls  
220 Clay Street  
Cedar Falls IA 50613-2726

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Frank N King*

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**ADDITIONAL REMARKS SCHEDULE**

|  |                  |   |  |
|--|------------------|---|--|
| <b>AGENCY</b><br>AssuredPartners Great Plains, LLC |                  | <b>NAMED INSURED</b><br>K&W Electric, Inc.<br>1127 Lincoln St<br>Cedar Falls IA 50613 |  |
| <b>POLICY NUMBER</b>                               |                  | <b>EFFECTIVE DATE:</b>  |  |
| <b>CARRIER</b>                                     | <b>NAIC CODE</b> |   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured status is on a primary and non-contributory basis when agreed to in a written contract or agreement with respects to the General Liability policy per form CG2001 (04/13)

Waiver of subrogation applies to the General Liability Policy per form CG2404 (05/09)

General Liability Aggregate applies separately to each project per form CG2503 (05/09)

General Liability Aggregate applies separately to each location per form CG2504 (05/09)

Iowa Governmental Immunities applies with respects to the General Liability policy per form CG7008 (01/18)


**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:** February 24, 2023

**SUBJECT:** Main Street Reconstruction (6<sup>th</sup> St. to University)  
 City Project Number: RC-000-3283  
 Warranty Deed

The City of Cedar Falls is planning to reconstruct Main Street from 6<sup>th</sup> Street to University Avenue from a 4-lane roadway to a 3-lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18<sup>th</sup> Street, 12<sup>th</sup> Street, and potentially 6<sup>th</sup> Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project required partial acquisition for new city ROW from nine (9) properties. In addition, two (2) total take acquisitions were required to accommodate the new roundabout at the 12<sup>th</sup>/Main intersection. The City has closed on the following acquisitions:

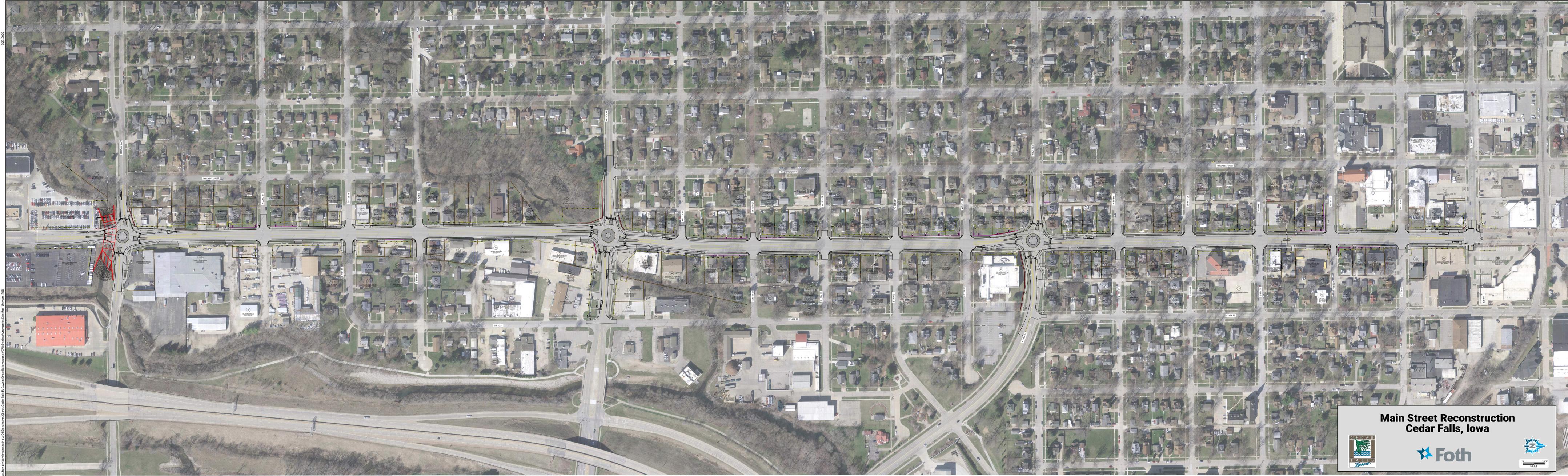
| Parcel # | Owner                       | Address               | Acquisition Type |
|----------|-----------------------------|-----------------------|------------------|
| 197      | K3D, LLC                    | 1123-1125 Main Street | Total Take       |
| 206      | Jonathan and Olivia Mossman | 1217 Main Street      | Partial          |

Attached is a strip map of the entire project where these properties can be identified by parcel number.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the warranty deed for these property acquisitions.

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

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



**Main Street Reconstruction  
Cedar Falls, Iowa**





**WARRANTY DEED  
(CORPORATE GRANTOR)  
Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** K3D, L.L.C.

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED  
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, K3D, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Legal Description and Plat of Survey attached as Exhibit "A."

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The company hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 1/26/23.

K3D, L.L.C.

By: Ryan J Kraier  
Its: Managing Member

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on January 26<sup>th</sup>, 2023,  
by Ryan Kraier, as managing member, of K3D,  
L.L.C., an Iowa limited liability company.



Jill Kraayenbrink  
Signature of Notary Public

| Index Legend      |   |
|-------------------|---|
| Location:         | Lot 34, Auditor's Plat #15  |
| Requestor:        | City of Cedar Falls   |
| Proprietor:       | K3D, LLC  |
| Surveyor:         | Wesley Shimp  |
| Surveyor Company: | Foth Infrastructure & Environment, LLC                                  |
| Return To:        | 411 6th Avenue SE, Suite 400<br>Cedar Rapids, IA 52401   (319) 365-9565 |

# PLAT OF SURVEY

EXHIBIT 'A'

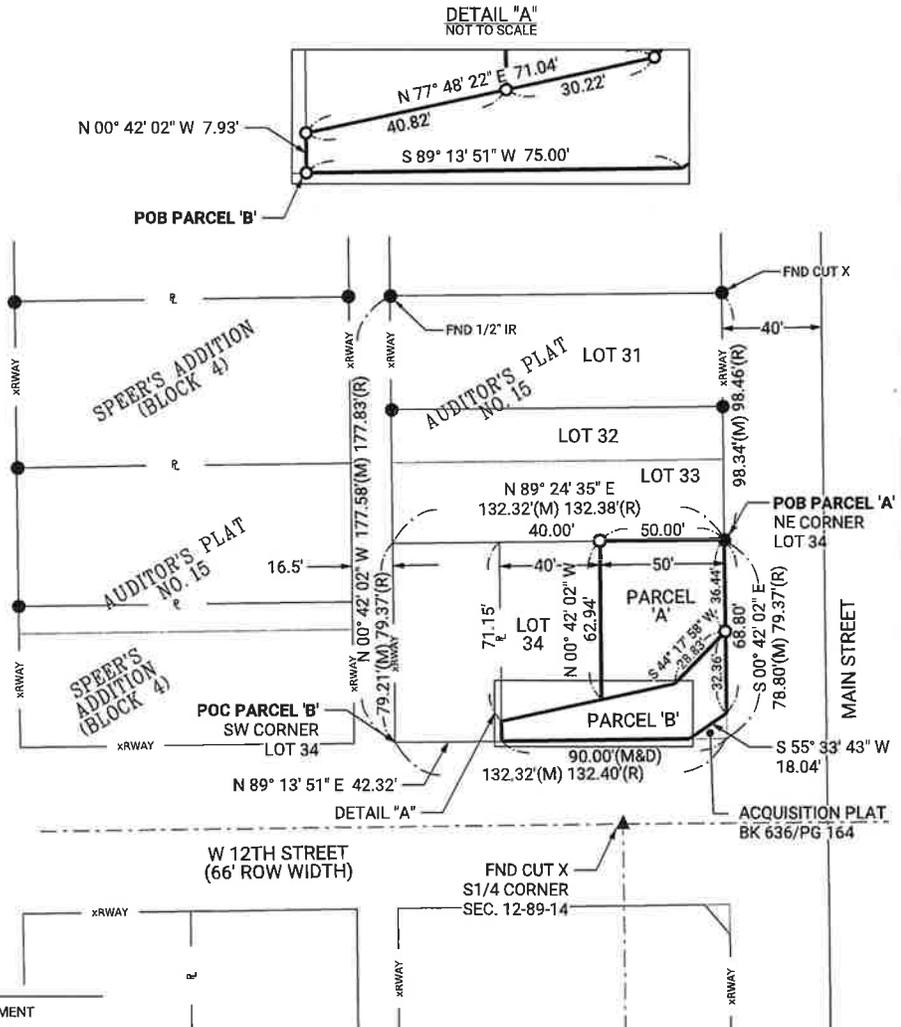
PARCEL 'A' & PARCEL 'B'  
LOT 34, AUDITOR'S PLAT NO. 15  
1125 MAIN STREET

**PROPERTY OWNER:**

K3D, LLC  
P.O. BOX 128  
CEDAR FALLS, IA 50613  
FILE NO. 2013-00024972



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



**SURVEYOR'S NOTES:**  
1. PARCEL 'B' TO BE ACQUIRED AS RIGHT-OF-WAY.

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
  - △ SET SECTION CORNER MONUMENT
  - FOUND 1" PIPE (UNLESS NOTED)
  - SET 1/2" RED ROD W/ORANGE CAP#24243 (UNLESS NOTED)
  - (M) MEASURED DIMENSION
  - (R) RECORDED DIMENSION
  - (D) DEEDED DIMENSION
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - SECTION LINE
  - XRWAY - RIGHT-OF-WAY LINE
  - - - EXISTING LOT LINE
  - ℓ - PROPERTY LINE



FIELD SURVEY COMPLETED: FEBRUARY 2022

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Wesley Shimp* 1/12/2023  
DATE

WESLEY F. SHIMP, P.L.S.  
License Number: 24243  
My license renewal date is DECEMBER 31, 2024  
Pages or sheets covered by this seal:  
2 of 2

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



# PLAT OF SURVEY

EXHIBIT 'A'

PARCEL 'A' & PARCEL 'B'  
LOT 34, AUDITOR'S PLAT NO. 15  
1125 MAIN STREET

**PROPERTY OWNER:**

K3D, LLC  
P.O. BOX 128  
CEDAR FALLS, IA 50613  
FILE NO. 2013-00024972

**LEGAL DESCRIPTION PARCEL 'A':**

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, THENCE SOUTH 00° 42' 02" EAST, 36.44 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 44° 17' 58" WEST, 28.83 FEET; THENCE SOUTH 77° 48' 22" EAST, 30.22 FEET; THENCE NORTH 00° 42' 02" WEST, 62.94 FEET TO THE NORTH LINE OF SAID LOT 34; THENCE NORTH 89° 24' 35" EAST, 50.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,725 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**LEGAL DESCRIPTION PARCEL 'B':**

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 34, THENCE NORTH 89° 13' 51" EAST, 42.32 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W 12TH STREET TO A POINT ON THE WEST LINE OF THE EAST 90.00 FEET OF SAID LOT 34, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 02" WEST, 7.93 FEET ALONG SAID WEST LINE; THENCE NORTH 77° 48' 22" EAST, 71.04 FEET; THENCE NORTH 44° 17' 58" EAST, 28.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 02" EAST, 32.36 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 55° 33' 43" WEST, 18.04 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF W 12TH STREET; THENCE SOUTH 89° 13' 51" WEST, 75.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,623 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



**Foth Infrastructure & Environment, LLC**  
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931  
• Phone: 319-365-9565 •

**WARRANTY DEED**  
(Several Grantors)  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

**Taxpayer Information:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** City Clerk, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:** Jonathan D. Mossman and Olivia G. Mossman, husband and wife

**Grantees:** City of Cedar Falls, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



**WARRANTY DEED**  
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Jonathan D. Mossman and Olivia G. Mossman, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Legal Description and Acquisition Plat

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 2/17/23

[Signature]  
Jonathan D. Mossman, Grantor

[Signature]  
Olivia G. Mossman, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on February 17, 2023 by Jonathan D. Mossman and Olivia G. Mossman, husband and wife.



[Signature]  
Signature of Notary Public

## Legal Description

A PARCEL OF LAND LOCATED IN LOT 3 OF AUDITOR'S PLAT #8,  
AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY,  
IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOTS,  
THENCE SOUTH  $00^{\circ} 41' 38''$  EAST, 55.17 FEET ALONG  
THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE  
SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH  
 $09^{\circ} 10' 29''$  WEST, 55.77 FEET TO THE NORTH LINE OF  
SAID LOT 3; THENCE NORTH  $89^{\circ} 13' 51''$  EAST, 8.23  
FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING  
AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS  
NORTH ZONE, US SURVEY FOOT.

| Index Legend      |   |
|-------------------|---|
| Location:         | Lot 3, Auditor's Plat #8  |
| Requestor:        | City of Cedar Falls   |
| Proprietor:       | Mossman, Jonathan & Mossman, Olivia                                     |
| Surveyor:         | Wesley Shimp  |
| Surveyor Company: | Foth Infrastructure & Environment, LLC                                  |
| Return To:        | 411 6th Avenue SE, Suite 400<br>Cedar Rapids, IA 52401   (319) 365-9565 |

# ACQUISITION PLAT

EXHIBIT 206-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS  
MAIN STREET RECONSTRUCTION  
PARCEL 206

**PROPERTY OWNER:**

MOSSMAN, JONATHAN  
MOSSMAN, OLIVIA  
1217 MAIN STREET  
CEDAR FALLS, IA 50613  
FILE NO. 2019-00015694

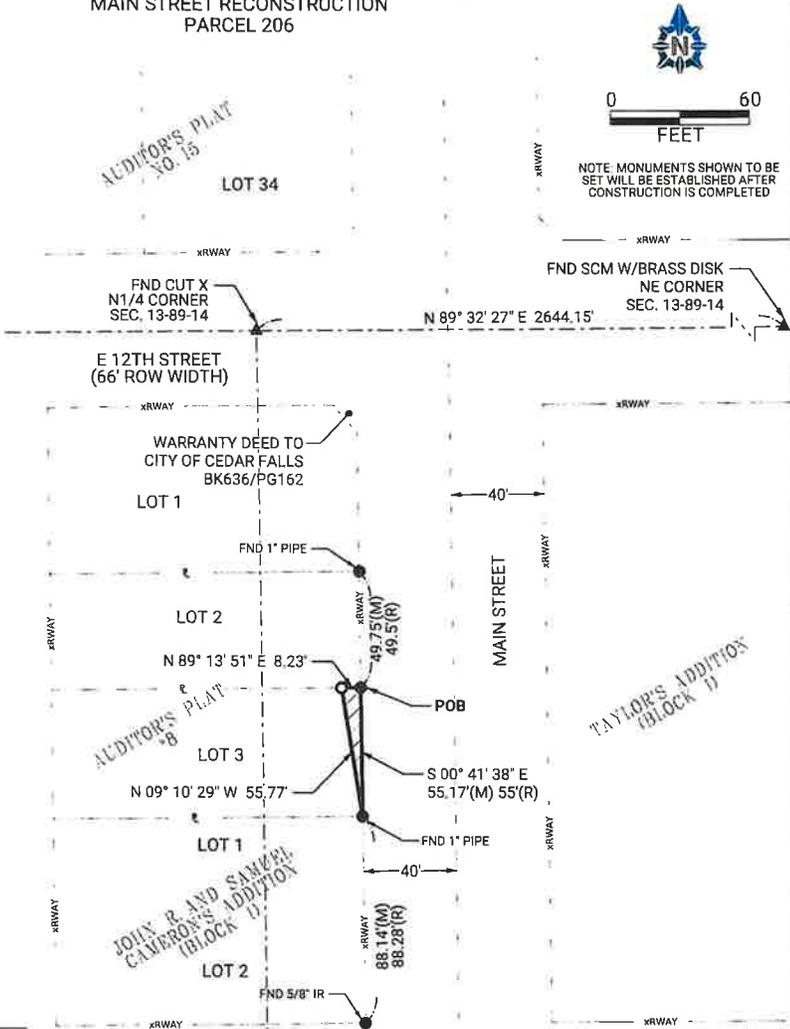
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN LOT 3 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH 00° 41' 38" EAST, 55.17 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 09° 10' 29" WEST, 55.77 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 13' 51" EAST, 8.23 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 227 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/ORANGE CAP#6505 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIELD SURVEY COMPLETED: FEBRUARY 2022

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Wesley Shimp* 8/11/2022  
DATE

WESLEY F. SHIMP, P.L.S.  
License Number: 24243  
My license renewal date is DECEMBER 31, 2022  
Pages or sheets covered by this seal:  
1 of 1

**SURVEY FOR:**  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613  
PHONE: (319) 273-8600



## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

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

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

**DATE:** March 6, 2023

**SUBJECT:** North Cedar Heights Area Reconstruction Project Phase 1  
 City Project Number RC-092-3271  
 Fee Title Acquisitions and Easements (Temporary and Permanent)

The City of Cedar Falls is planning the reconstruction of the North Cedar Heights Area Phase 1, primarily along West Ridgewood Drive and Timber Drive. The project requires the acquisition of temporary and permanent easements and some fee title acquisitions from twenty-three (23) properties to complete construction. The owners of the following properties have accepted our offer, with the remaining properties still returning all necessary documents.

| Parcel # | Property Owner    | Street Address       | Easement Type |           | Fee Title | Owner Purchase Agreement Included |
|----------|-------------------|----------------------|---------------|-----------|-----------|-----------------------------------|
|          |                   |                      | Permanent     | Temporary |           |                                   |
| 100      | Fairhurst         | 2125 Greenwood Ave   | X             | X         | X         | X                                 |
| 101      | Vasquez           | 2211 Greenwood Ave   |               | X         | X         | X                                 |
| 102      | Byrd              | 2204 Greenwood Ave   |               | X         | X         | X                                 |
| 103      | Yezek             | 1612 W. Ridgewood Dr |               | X         |           | X                                 |
| 104      | Guy               | 1606 W. Ridgewood Dr |               | X         |           | X                                 |
| 105      | Shepherd          | 1522 W. Ridgewood Dr |               | X         |           | X                                 |
| 106      | Andersen          | 1514 W. Ridgewood Dr |               | X         |           | X                                 |
| 107      | Anderson          | 1506 W. Ridgewood Dr | X             | X         | X         | X                                 |
| 108      | Brunk             | 1500 W. Ridgewood Dr |               | X         | X         | X                                 |
| 109      | Hall              | 1424 W. Ridgewood Dr |               | X         | X         | X                                 |
| 110      | Schrage           | 1513 Cherry Ln       |               | X         |           | X                                 |
| 111      | Connell/Chilocote | 1514 Cherry Ln       |               | X         | X         | X                                 |
| 112      | Moore             | 1421 W. Ridgewood Dr |               | X         |           | X                                 |
| 201      | Lee/Lowell        | 2015 Timber Dr       | XX            | X         |           | X                                 |
| 202      | Sanders           | 2524 Timber Dr       | X             | X         |           | X                                 |
| 203      | Goetz             | 2506 Timber Dr       |               | X         |           | X                                 |
| 204      | Patterson         | 1915 Timber Dr       |               | X         |           | X                                 |
| 205      | Green             | 1911 Timber Dr       |               | X         |           | X                                 |
| 206      | Dowell            | 2435 Greenwood Ave   |               | X         | X         | X                                 |
| 208      | Solhiem/Yancy     | 2436 Greenwood Ave   |               | X         |           | X                                 |

Attached is a map that identifies the location of these properties. Also attached are the individual Owner Purchase Agreements, and the documentation for each individual temporary or permanent easement.

The City has used General Obligation Funds for the design and right of way portion of this project. The City entered into a Supplemental Agreement with AECOM, Inc., of Waterloo, Iowa, on May 16, 2022 for property acquisition services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in under item number 109. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the North Cedar Heights Area Reconstruction Project Phase 1.

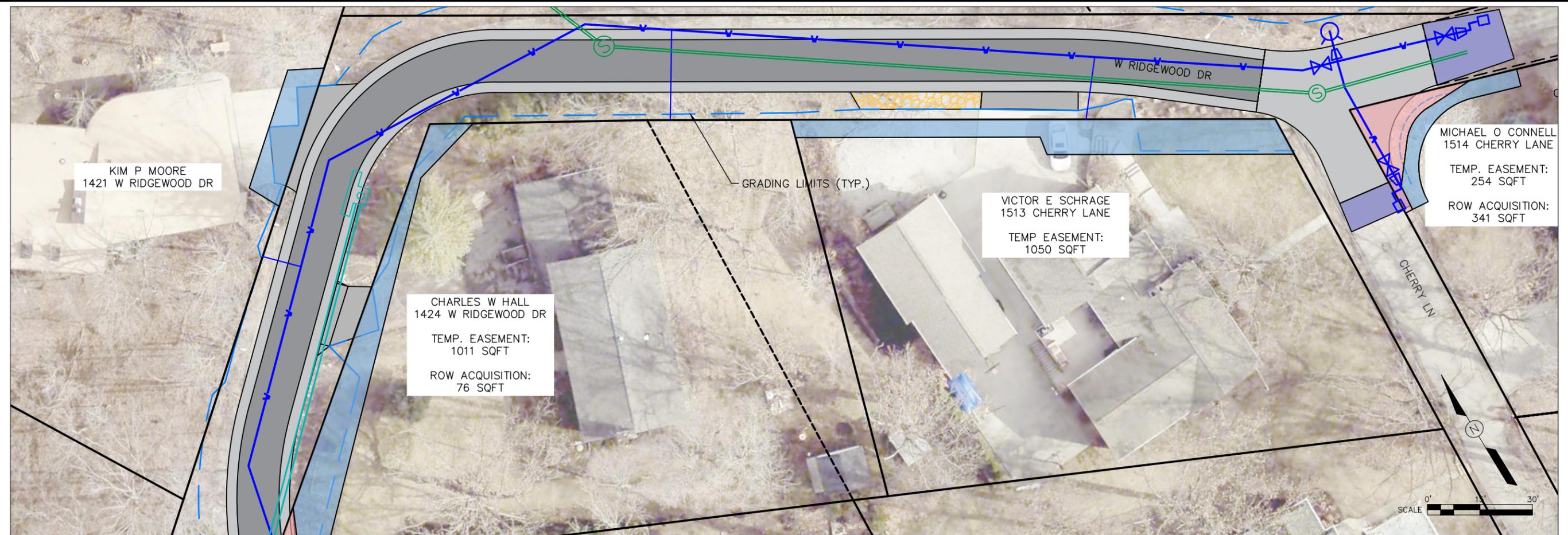
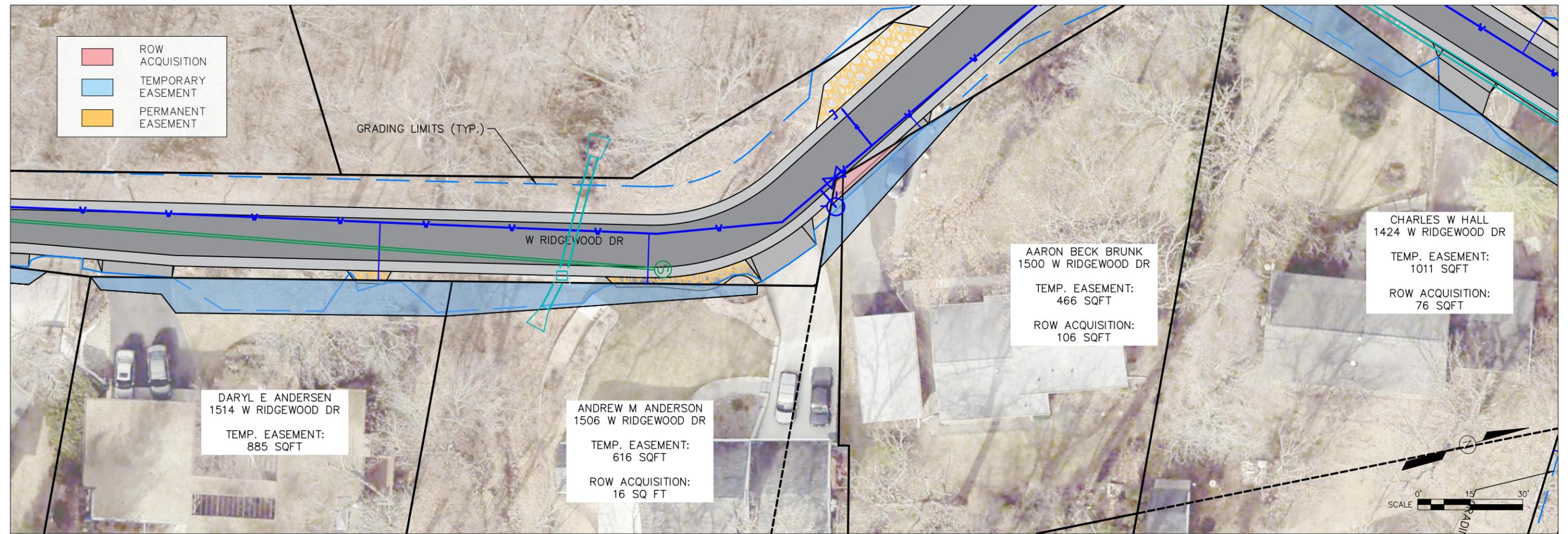
If you have any questions or need additional information, please feel free to contact me.

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



PRINTED: 2/6/23

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Item 23.

| NO | REVISIONS | DRN | CHK | DATE |
|----|-----------|-----|-----|------|
|    |           |     |     |      |

|     |          |                 |
|-----|----------|-----------------|
| DRN | 11/30/18 | Johnson, Sydney |
| DES |          |                 |
| CHK |          |                 |
| APP |          |                 |

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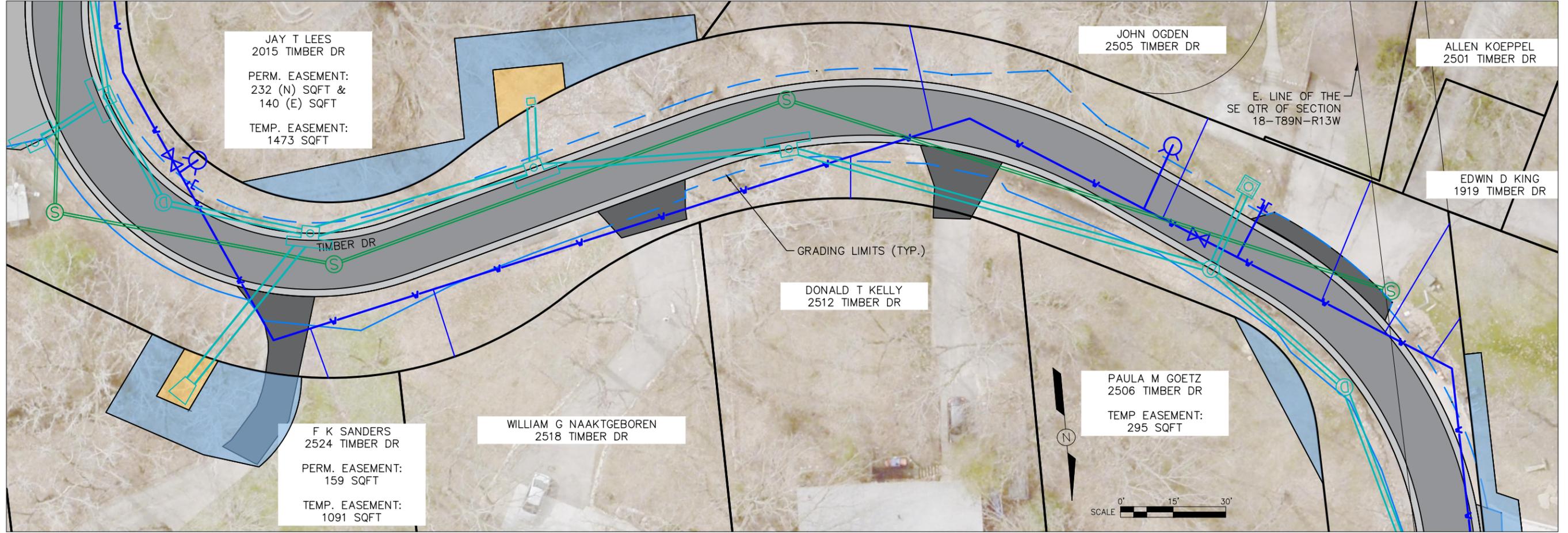
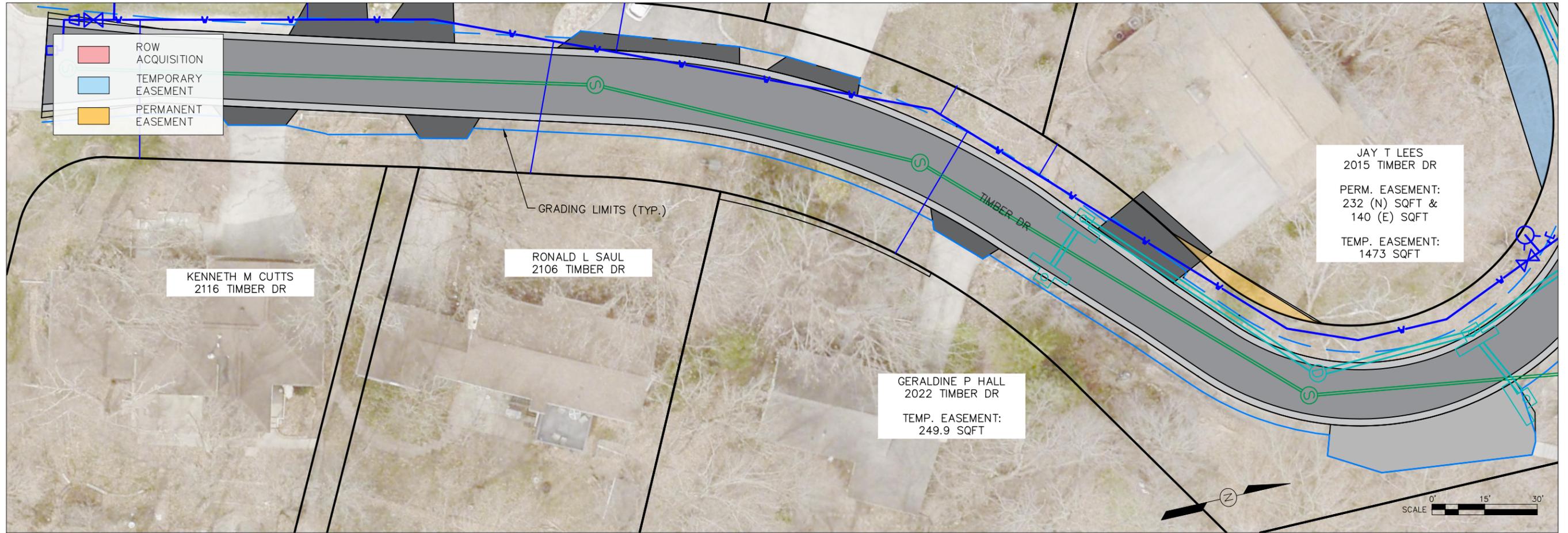
**AECOM**

Cedar Heights Area  
 Reconstruction - Phase 1  
 Ridgewood ROW

|             |             |
|-------------|-------------|
| DATE        | 02/03/2023  |
| PROJECT NO. | 60672593    |
| MILESTONE   | FINAL PLANS |
| SHEET NO.   | 215         |
| DRAWING NO. |             |

PRINTED: 2/6/23

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Item 23.

| NO | REVISIONS | DATE |
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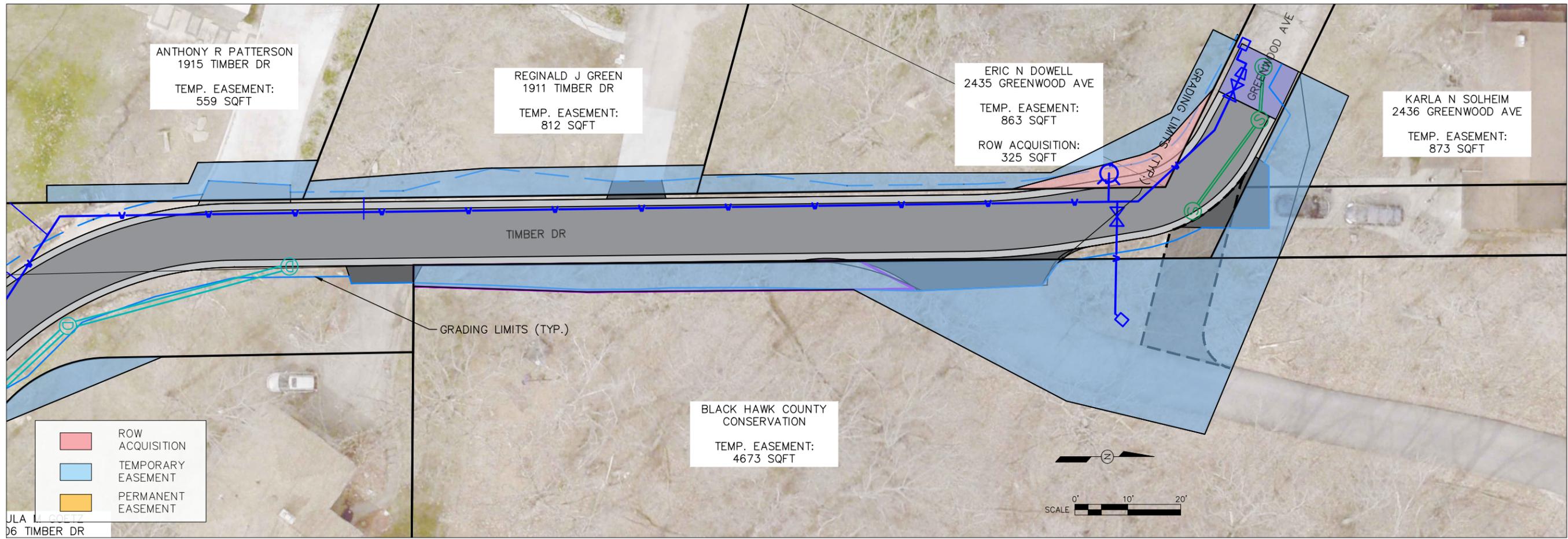
|       |          |                 |
|-------|----------|-----------------|
| DRN   | 11/20/18 | Johnson, Sydney |
| DES   |          |                 |
| CHK   |          |                 |
| APP   |          |                 |
| REC'D |          |                 |

**AECOM**

Cedar Heights Area  
Reconstruction - Phase 1  
Timber ROW

|             |             |
|-------------|-------------|
| DATE        | 02/03/2023  |
| PROJECT NO. | 60672593    |
| MILESTONE   | FINAL PLANS |
| SHEET NO.   |             |
| DRAWING NO. | 216         |

PRINTED: 2/6/23



JLA L COETZ  
06 TIMBER DR

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Item 23.

DRN CHK

REVISIONS

NO

DATE

DRN CHK

REVISIONS

NO

DRN 11/30/18 Johnson, Sydney  
DES  
CHK  
APP  
Copy Right ©  
AECOM All Rights Reserved



Cedar Heights Area  
Reconstruction - Phase 1  
Timber ROW

|             |             |
|-------------|-------------|
| DATE        | 02/03/2023  |
| PROJECT NO. | 60672593    |
| MILESTONE   | FINAL PLANS |
| SHEET NO.   |             |
| DRAWING NO. | 217         |

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2125 Greenwood Avenue  
Parcel Number: 100  
Project Number: RC-09-3271

County Tax Parcel No: 891318254003  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Trustees of the Fairhurst Trust  
dated May 9, 2012, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 3,480.00    | on possession and conveyance | 60 days after Buyer approval |
| \$ 3,480.00    | TOTAL LUMP SUM               |                              |

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

|                      |               |            |
|----------------------|---------------|------------|
| Land by Fee Title    | 354 sq. ft.   | \$1,770.00 |
| Underlying Fee Title | sq. ft.       | \$         |
| Temporary Easement   | 2,139 sq. ft. | \$ 860.00  |
| Permanent Easement   | 340 sq. ft.   | \$ 850.00  |
| Buildings            |               | \$         |
| Other                |               | \$         |

- 4. Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also

agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

Fairhurst Trust

x Charles Lloyd Fairhurst 12/1/22      x Becky Kae Haes Fairhurst 12-1-2022  
 Charles Lloyd Fairhurst, Trustee      Date      Becky Kae Haes Fairhurst, Trustee      Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 1 day of December, 2022, by Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst

Beira Wells  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa        |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Mary K. Howe  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To:   | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

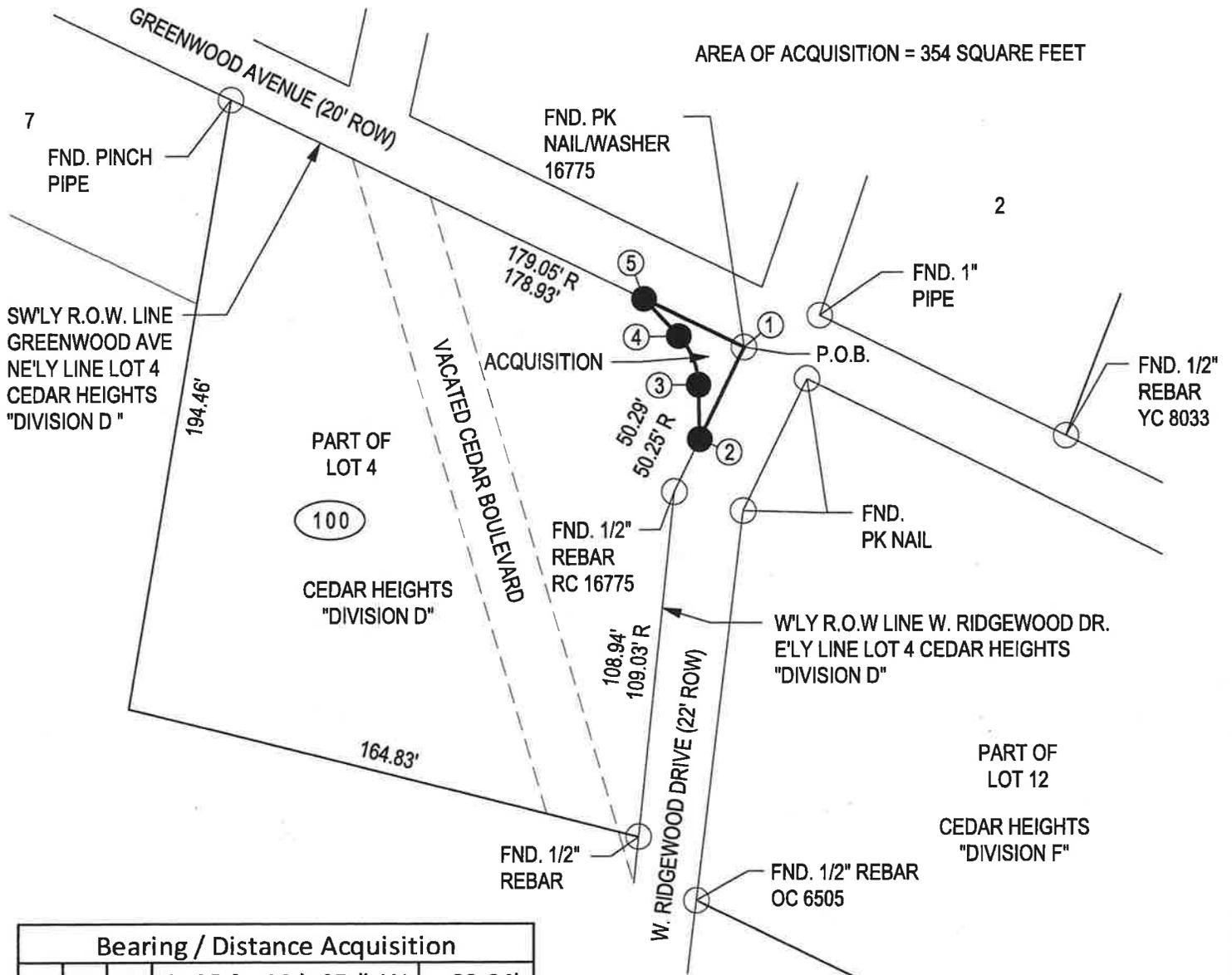
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## ACQUISITION PLAT

### ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

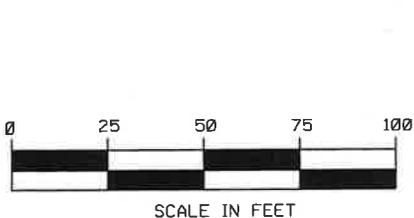
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MARY K. HOWE  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613



| Bearing / Distance Acquisition |    |   |  |        |
|--------------------------------|----|---|--|--------|
| 1                              | To | 2 | S 25 ° 44 ' 35 " W                                       | 32.04' |
| 2                              | To | 3 | N 01 ° 10 ' 46 " W                                       | 17.17' |
| 3                              | To | 4 | R = 23.00'      L = 16.80'<br>LC = 22°08'04" W    16.43' |        |
| 4                              | To | 5 | N 43 ° 03 ' 17 " W                                       | 16.11' |
| 5                              | To | 1 | S 64 ° 04 ' 56 " E                                       | 34.98' |

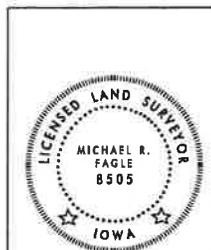
- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



447.40' R = RECORD

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      08-24-2022  
MICHAEL R. FAGLE      Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 100:

A parcel of land situated in part of Lot 4 of Cedar Heights "Division D", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 4; thence South  $25^{\circ}44'35''$  West (assumed bearing for the purpose of this description) along the Easterly line of said Lot 4, also being the Westerly right-of-way line of West Ridgewood Drive, 32.04 feet; thence North  $01^{\circ}10'46''$  West, 17.17 feet to the beginning of a curve concave Southwesterly and having a 23.00-foot radius and a 16.43-foot long chord bearing North  $22^{\circ}08'04''$  West; thence Northwesterly along said curve, 16.80 feet; thence North  $43^{\circ}03'17''$  West, 16.11 feet to the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue; thence South  $64^{\circ}04'56''$  East along the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue, 34.98 feet to the Point of Beginning.

Containing 354 Square Feet.

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa        |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Mary K. Howe  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

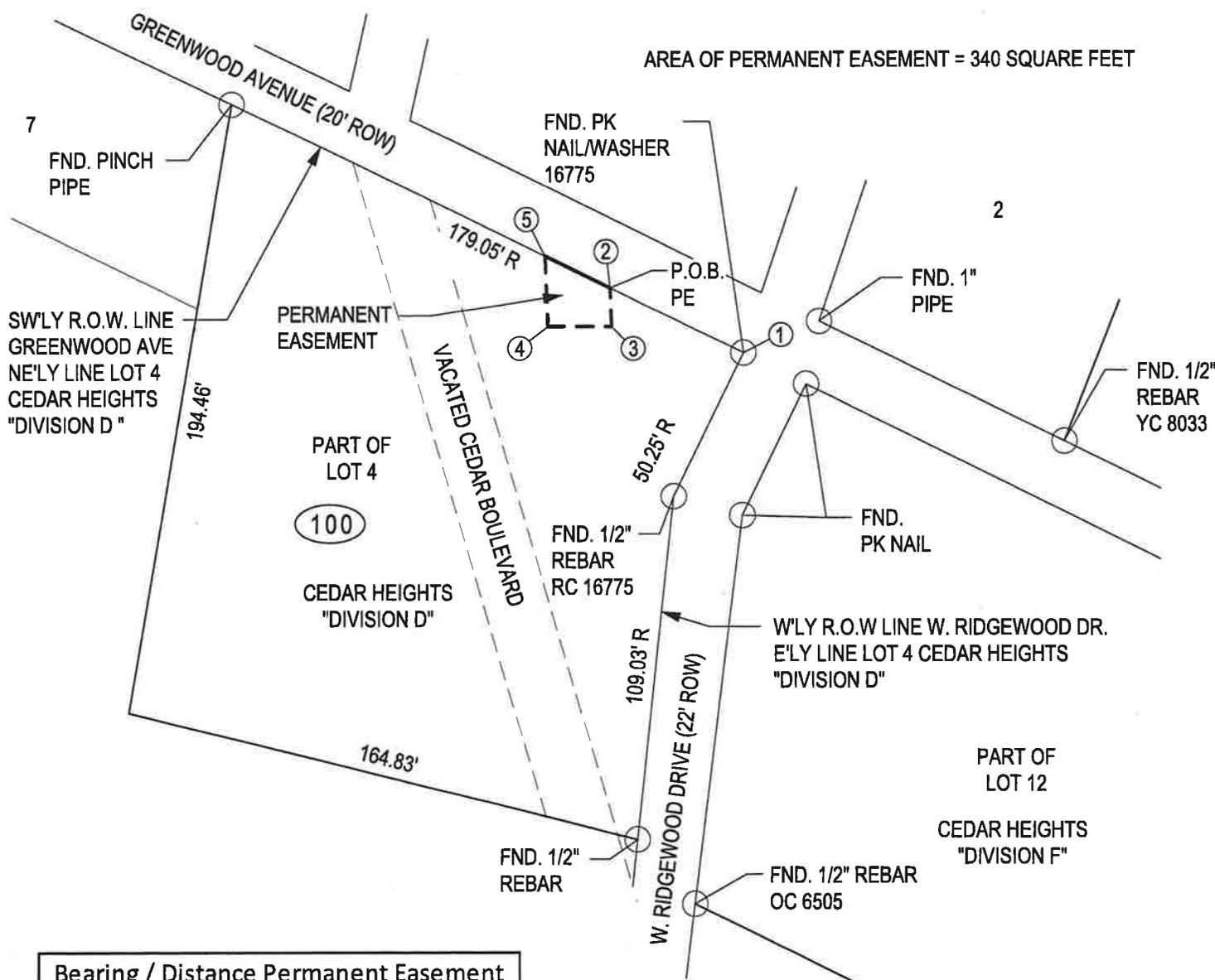
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

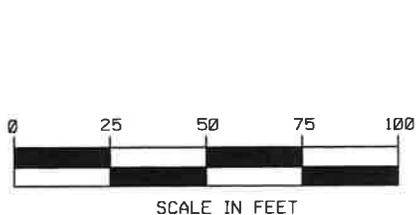
OWNER: MARY K. HOWE  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613



| Bearing / Distance Permanent Easement |    |   |                    |        |
|---------------------------------------|----|---|--------------------|--------|
| 1                                     | To | 2 | N 64 ° 04 ' 56 " W | 46.63' |
| 2                                     | To | 3 | S 02 ° 24 ' 00 " E | 12.05' |
| 3                                     | To | 4 | N 90 ° 00 ' 00 " W | 20.02' |
| 4                                     | To | 5 | N 02 ° 24 ' 00 " W | 21.99' |
| 5                                     | To | 2 | S 64 ° 04 ' 56 " E | 22.72' |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



447.40' R = RECORD

SHEET 1 OF 2

|   |  |            |
|---|--|------------|
|   | I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. |            |
|   | <i>Michael R. Fagle</i>  | 08-24-2022 |
|   | MICHAEL R. FAGLE Date  |            |
|   | License number 8505  |            |
| My license renewal date is December 31, 2022                |  |            |
| Pages or sheets covered by this seal:<br>SHEET 1 AND 2 OF 2 |  |            |

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Easement Parcel 100:

A parcel of land situated in part of Lot 4 of Cedar Heights "Division D", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northeasterly corner of said Lot 4; thence North  $64^{\circ}04'56''$  West (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 4, also being the Southwesterly right-of-way line of Greenwood Avenue, 46.63 feet to the Point of Beginning; thence South  $02^{\circ}24'00''$  East, 12.05 feet; thence North  $90^{\circ}00'00''$  West, 20.02 feet; thence North  $02^{\circ}24'00''$  West, 21.99 feet to the Northeasterly line of said Lot 4, also being the Southwesterly right of wayline of Greenwood Avenue; thence South  $64^{\circ}04'56''$  East along the Northeasterly line of said Lot 4, also being the Southwesterly right-of-way line of Greenwood Avenue, 22.72 feet to the Point of Beginning.

Containing 340 Square Feet

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa        |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Mary K. Howe  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To:   | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

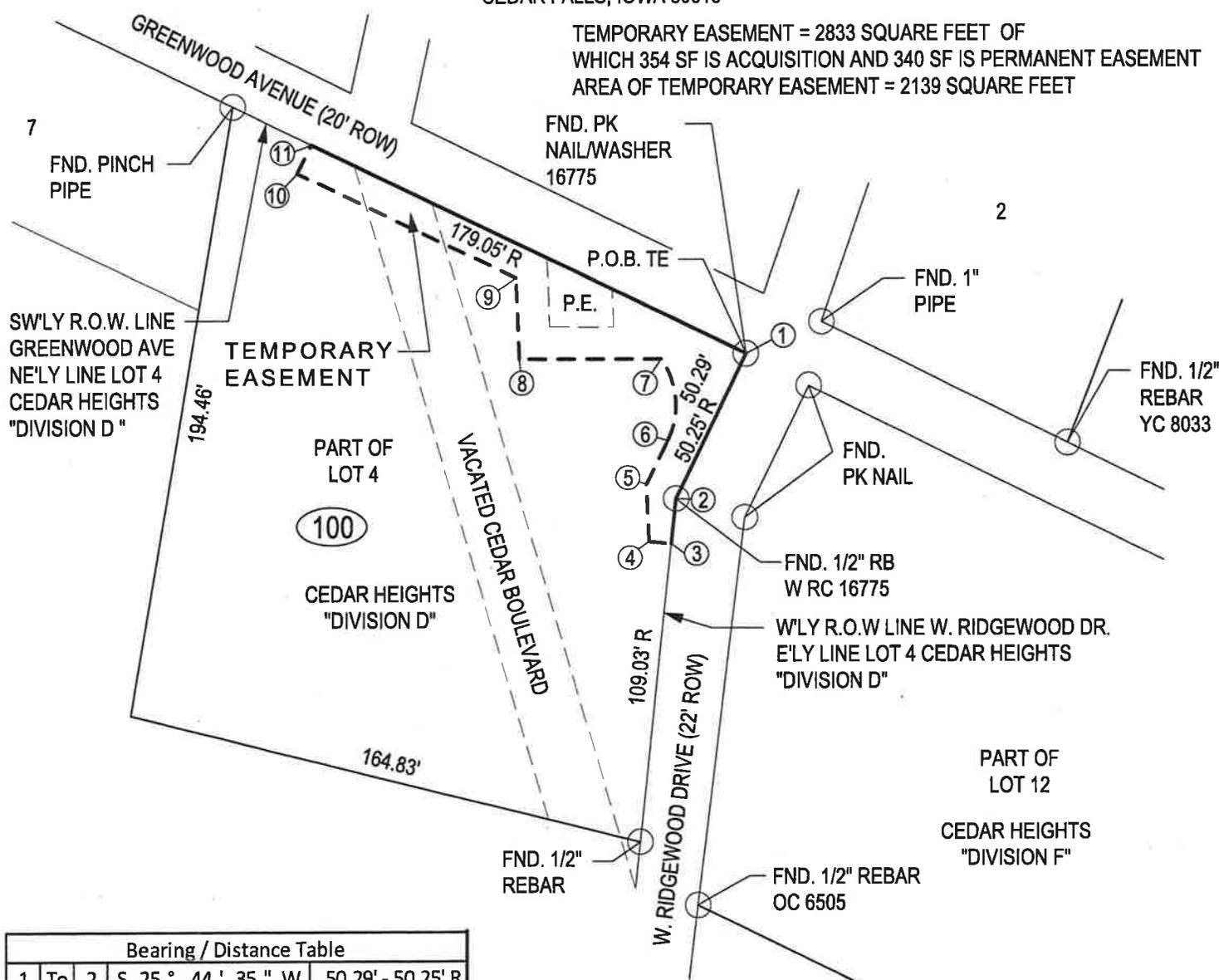
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MARY K. HOWE  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 2833 SQUARE FEET OF  
WHICH 354 SF IS ACQUISITION AND 340 SF IS PERMANENT EASEMENT  
AREA OF TEMPORARY EASEMENT = 2139 SQUARE FEET

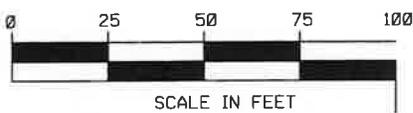


| Bearing / Distance Table |    |  |
|--------------------------|----|--|
| 1                        | To | 2 S 25° 44' 35" W 50.29' - 50.25' R                  |
| 2                        | To | 3 S 05° 48' 06" W 14.34                              |
| 3                        | To | 4 N 84° 06' 08" W 7.00'                              |
| 4                        | To | 5 N 02° 43' 11" W 18.13                              |
| 5                        | To | 6 N 26° 07' 55" E 15.15'                             |
| 6                        | To | R = 25.00' L = 26.83'<br>LC = N 04° 36' 29" W 25.56' |
| 7                        | To | 8 N 90° 00' 00" W 44.54'                             |
| 8                        | To | 9 N 02° 24' 00" W 25.61'                             |
| 9                        | To | 10 N 64° 04' 56" W 76.26'                            |
| 10                       | To | 11 N 25° 55' 04" E 10.00'                            |
| 11                       | To | 1 S 64° 04' 56" E 151.58'                            |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED DECEMBER 9, 2022

**AECOM**



447.40' R = RECORD

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 12-09-2022  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEET 1 AND 2 OF 2

225

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 100:

A parcel of land situated in part of Lot 4 of Cedar Heights "Division D", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 4; thence South  $25^{\circ}44'35''$  West (assumed bearing for the purpose of this description) along the Easterly line of said Lot 4, also being the Westerly right-of-way line of West Ridgewood Drive, 50.29 feet (50.25 feet record); thence South  $05^{\circ}48'06''$  West continuing along said Westerly right-of-way, 14.34'; thence North  $84^{\circ}06'08''$  West, 7.00'; thence North  $02^{\circ}43'11''$  West, 18.13 feet; thence North  $26^{\circ}07'55''$  East, 15.15 to the beginning of a curve concave Southwesterly and having a 25.00-foot radius and a 25.56-foot long chord bearing North  $04^{\circ}36'29''$  West; thence Northwesterly along said curve, 26.83 feet; thence North  $90^{\circ}00'00''$  West, 44.54 feet; thence North  $02^{\circ}24'00''$  West, 25.61 feet; thence North  $64^{\circ}04'56''$  West, 76.26 feet; thence North  $25^{\circ}55'04''$  East, 10.00 feet to the Northeasterly line of said Lot 4, also being the Southwesterly right-of-way line of Greenwood Avenue; thence South  $64^{\circ}04'56''$  East along the Northeasterly line of said Lot 4, also being the Southwesterly right-of-way line of Greenwood Avenue, 151.58 feet to the Point of Beginning.

Temporary Easement Contains 2833 Square Feet of which 354 Square feet is Acquisition and 340 Square feet is Permanent Easement.

Total Area of Temporary Easement is 2139 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Trustees of the Fairhurst Trust dated May 9, 2012 (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

Fairhurst Trust

Charles L. Lloyd Fairhurst  
Charles Lloyd Fairhurst, Trustee

Becky Kae Haes Fairhurst  
Becky Kae Haes Fairhurst, Trustee

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 1 day of December,  
2022, by Charles Lloyd Fairhurst and Becky Kae Haes  
Fairhurst, Grantors.



Brianna Keeneey  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Mary K. Howe   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

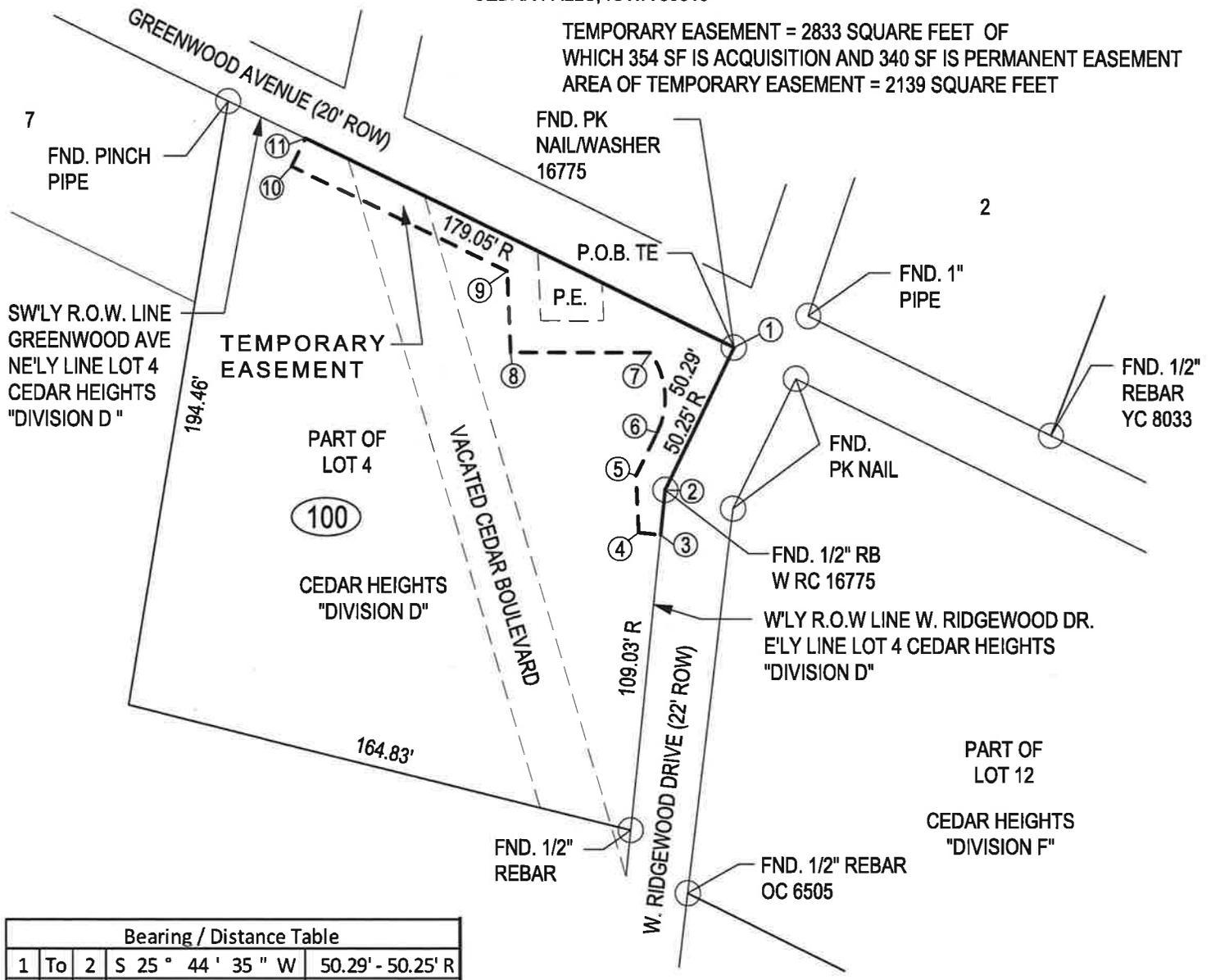
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MARY K. HOWE  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 2833 SQUARE FEET OF WHICH 354 SF IS ACQUISITION AND 340 SF IS PERMANENT EASEMENT  
AREA OF TEMPORARY EASEMENT = 2139 SQUARE FEET



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|--------------------------|----|----|---|-------------------|
| 1                        | To | 2  | S 25 ° 44 ' 35 " W                          | 50.29' - 50.25' R |
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| 5                        | To | 6  | N 26 ° 07 ' 55 " E                          | 15.15'            |
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| 11                       | To | 1  | S 64 ° 04 ' 56 " E                          | 151.58'           |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED DECEMBER 9, 2022



447.40' R = RECORD



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*Michael R. Fagle*  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEET 1 AND 2 OF 2  
Date 12-09-2022  
231

TEMPORARY EASEMENT

IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
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Temporary Easement Contains 2833 Square Feet of which 354 Square feet is Acquisition and 340 Square feet is Permanent Easement.

Total Area of Temporary Easement is 2139 Square Feet.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Trustees of the Fairhurst Trust dated May 9, 2012, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.
6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.
8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.
10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.
11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 1 day of December, 2022.

Fairhurst Trust

Charles Lloyd Fairhurst  
Charles Lloyd Fairhurst, Trustee

Becky Kae Haes Fairhurst  
Becky Kae Haes Fairhurst, Trustee

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 1 day of December, 2022 by Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst



Brianna Keeney  
Notary Public in and for the State of Iowa

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsens, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 4 of Cedar Heights "Division D" in the City of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Mary K. Howe   |
| Surveyor:    | Michael R. Fagle   |
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| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

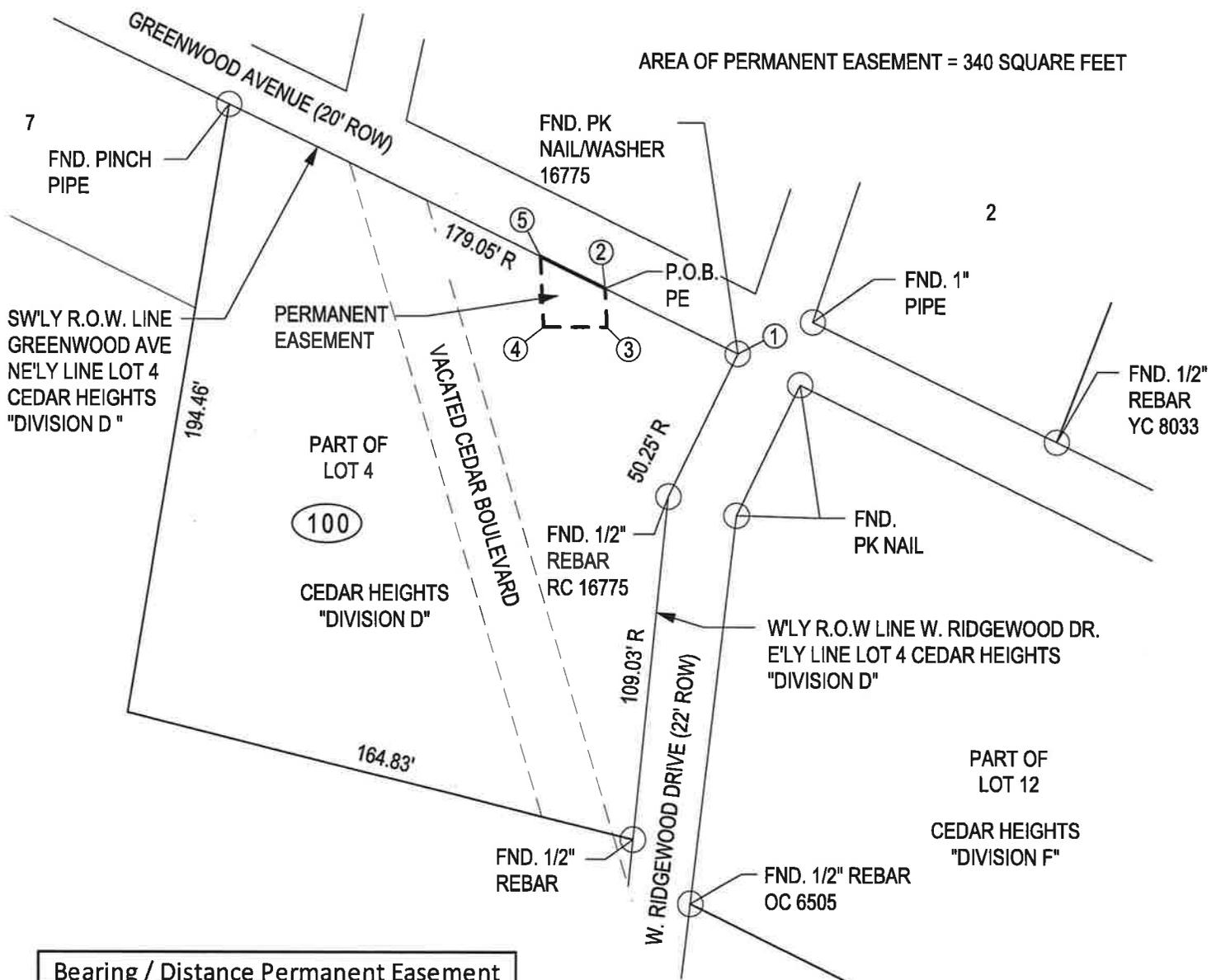
**PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: MARY K. HOWE  
2125 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

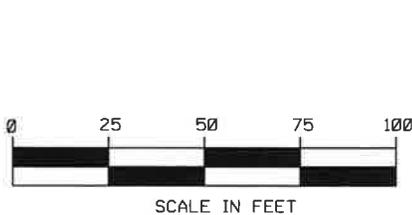
AREA OF PERMANENT EASEMENT = 340 SQUARE FEET



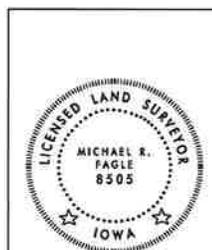
| Bearing / Distance Permanent Easement |    |   |                           |
|---------------------------------------|----|---|---------------------------|
| 1                                     | To | 2 | N 64 ° 04 ' 56 " W 46.63' |
| 2                                     | To | 3 | S 02 ° 24 ' 00 " E 12.05' |
| 3                                     | To | 4 | N 90 ° 00 ' 00 " W 20.02' |
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| 5                                     | To | 2 | S 64 ° 04 ' 56 " E 22.72' |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



447.40' R = RECORD



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022

Pages or sheets covered by this set  
SHEET 1 AND 2 OF 2

PERMANENT EASEMENT

Item 23.

IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

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Containing 340 Square Feet

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 2211 Greenwood Avenue  
Parcel Number: 101  
Project Number: RC-09-3271

County Tax Parcel No: 891318280001  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Matthew L. Vasquez and Emily M. Vasquez, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>2,130.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>2,130.00</u> | TOTAL LUMP SUM               |                                     |

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

|                           |                    |                   |
|---------------------------|--------------------|-------------------|
| Land by Fee Title         | <u>346</u> sq. ft. | <u>\$1,730.00</u> |
| Underlying Fee Title      | _____ sq. ft.      | <u>\$ _____</u>   |
| Temporary Easement        | <u>494</u> sq. ft. | <u>\$ 200.00</u>  |
| Permanent Easement        | _____ sq. ft.      | <u>\$ _____</u>   |
| Buildings                 |                    | <u>\$ _____</u>   |
| Other- bulk plant removal |                    | <u>\$ 200.00</u>  |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary

Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X *Matthew L. Vasquez*  
 Matthew L. Vasquez Date 12/7/2022

X *Emily M. Vasquez* 12-7-2022  
 Emily M. Vasquez Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 7 day of December, 2022, by Matthew L. Vasquez and Emily M. Vasquez

*Brianna Keene*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 12 of Cedar Heights "Division F" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Matthew L. Vasquez and Emily M. Vasquez  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

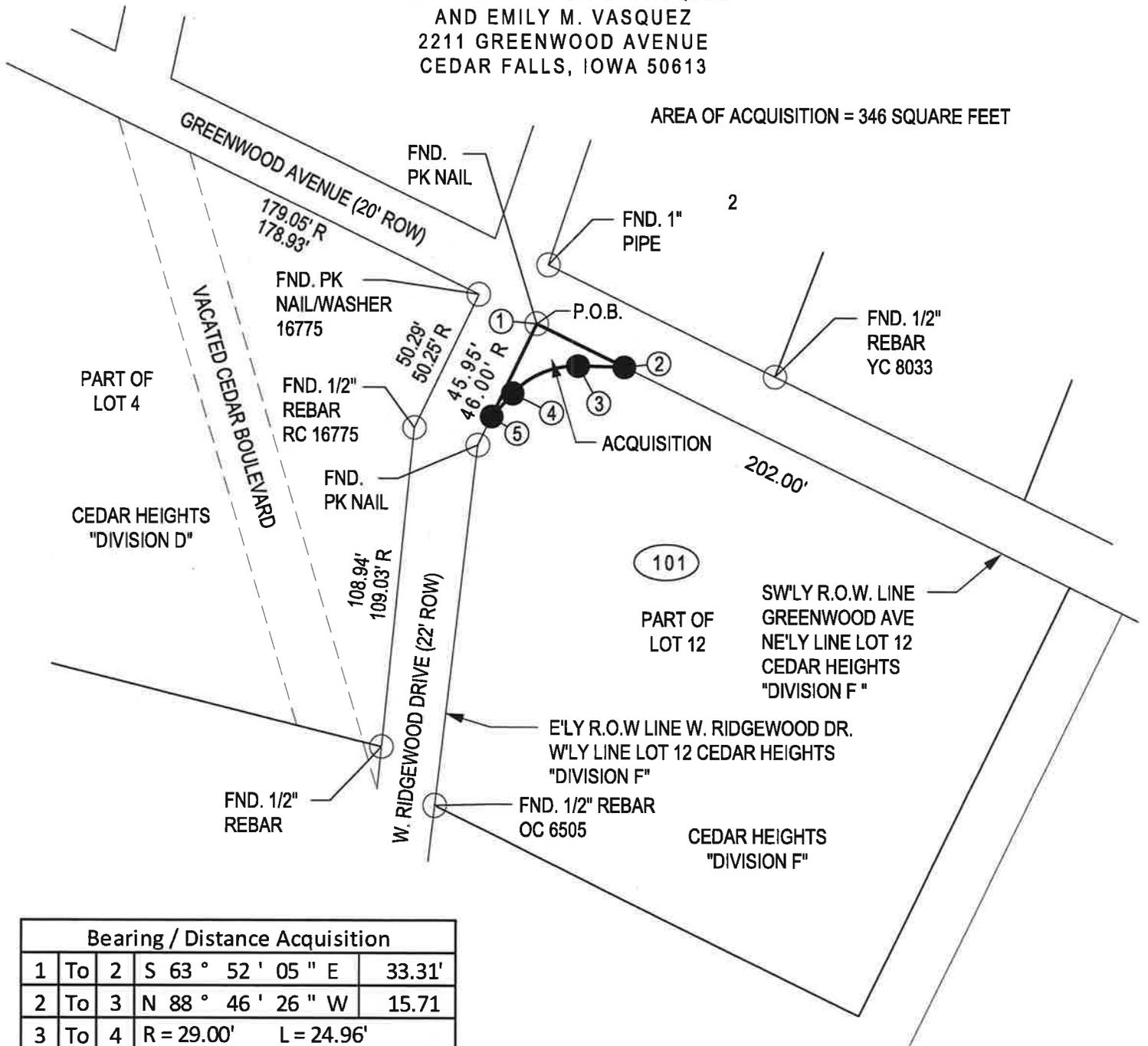
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## ACQUISITION PLAT ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 101

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MATTHEW L. VASQUEZ  
AND EMILY M. VASQUEZ  
2211 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

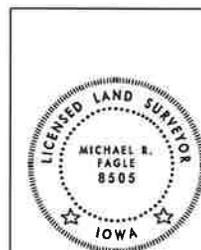
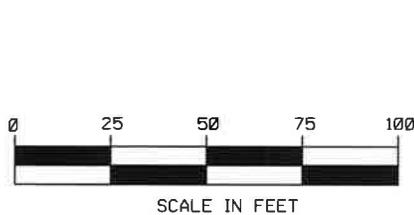
AREA OF ACQUISITION = 346 SQUARE FEET



| Bearing / Distance Acquisition |    |   |   |        |
|--------------------------------|----|---|---|--------|
| 1                              | To | 2 | S 63 ° 52 ' 05 " E                          | 33.31' |
| 2                              | To | 3 | N 88 ° 46 ' 26 " W                          | 15.71  |
| 3                              | To | 4 | R = 29.00' L = 24.96'<br>LC = S 67°02'02" W | 24.20' |
| 4                              | To | 5 | S 42 ° 22 ' 41 " W                          | 10.64' |
| 5                              | To | 1 | N 25 ° 44 ' 41 " E                          | 35.12' |

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
MICHAEL R. FAGLE  
Date 08-24-2022

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2



447.40' R = RECORD

PROJECT PARCEL 101

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**Description Acquisition Parcel 101:**

A parcel of land situated in part of Lot 12 of Cedar Heights "Division F", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwesterly corner of said Lot 12; thence South  $63^{\circ}52'05''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 12, also being the Southwesterly right-of-way line of Greenwood Avenue, 33.31 feet; thence North  $88^{\circ}46'26''$  West, 15.71 feet to the beginning of a curve concave Southeasterly and having a 29.00-foot radius and a 24.20-foot long chord bearing South  $67^{\circ}02'02''$  West; thence Southwesterly along said curve, 24.96 feet; thence South  $42^{\circ}22'41''$  West, 10.64 feet to the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive; thence North  $25^{\circ}44'41''$  East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 35.12 feet to the Point of Beginning.

Containing 346 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Matthew L. Vasquez and Emily M. Vasquez, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X *Matthew L. Vasquez*  
Matthew L. Vasquez

X *Emily M. Vasquez*  
Emily M. Vasquez

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7 day of December,  
2022, by Matthew L. Vasquez and Emily M. vasquez, Grantors.



*Brianna Keene*  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Ledger |  |
|--------------|--|
| Location:    | Part of Lot 12 of Cedar Heights "Division F" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Matthew L. Vasquez and Emily M. Vasquez  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

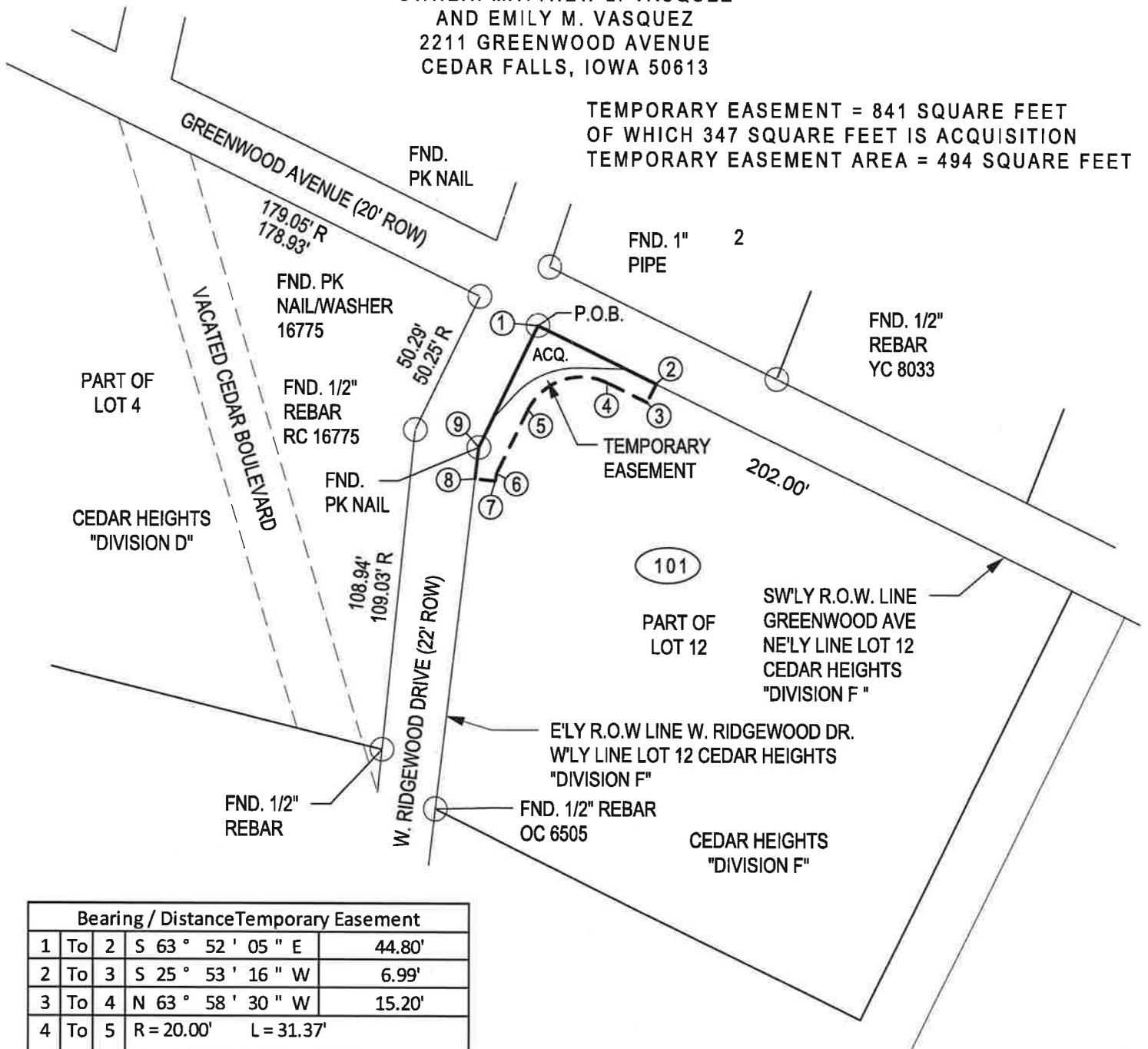
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 101

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MATTHEW L. VASQUEZ  
AND EMILY M. VASQUEZ  
2211 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

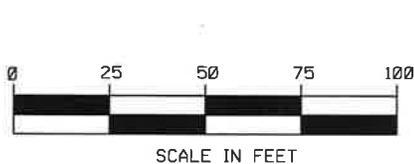
TEMPORARY EASEMENT = 841 SQUARE FEET  
OF WHICH 347 SQUARE FEET IS ACQUISITION  
TEMPORARY EASEMENT AREA = 494 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |  |                   |
|---------------------------------------|----|---|--|-------------------|
| 1                                     | To | 2 | S 63 ° 52 ' 05 " E                                 | 44.80'            |
| 2                                     | To | 3 | S 25 ° 53 ' 16 " W                                 | 6.99'             |
| 3                                     | To | 4 | N 63 ° 58 ' 30 " W                                 | 15.20'            |
| 4                                     | To | 5 | R = 20.00' L = 31.37'<br>LC = S 71°05'23" W 28.25' |                   |
| 5                                     | To | 6 | S 26 ° 09 ' 17 " W                                 | 24.22'            |
| 6                                     | To | 7 | S 09 ° 46 ' 45 " W                                 | 2.59'             |
| 7                                     | To | 8 | N 83 ° 46 ' 43 " W                                 | 6.92'             |
| 8                                     | To | 9 | N 06 ° 44 ' 41 " E                                 | 10.75'            |
| 9                                     | To | 1 | N 25 ° 44 ' 41 " E                                 | 45.95' - 46.00' R |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED DECEMBER 9, 2022



447.40' R = RECORD



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
**12-09-2022**  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

247

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 101

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 101:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division F", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwestern corner of said Lot 12; thence South  $63^{\circ}52'05''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 12, also being the Southwesterly right-of-way line of Greenwood Avenue, 44.80 feet; thence South  $25^{\circ}53'16''$  West, 6.99'; thence North  $63^{\circ}58'30''$  West, 15.20 feet to the beginning of a curve concave Southeasterly and having a 20.00-foot radius and a 28.25-foot long chord bearing South  $71^{\circ}05'23''$  West; thence Southwesterly along said curve, 31.37 feet; thence South  $26^{\circ}09'17''$  West, 24.22 feet; thence South  $09^{\circ}46'45''$  West, 2.59 feet; thence North  $83^{\circ}46'43''$  West, 6.92 feet to the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive; thence North  $06^{\circ}44'41''$  East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 10.75 feet; thence North  $25^{\circ}44'41''$  East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 45.95 feet (46.00 feet record) to the Point of Beginning.

Temporary Easement = 841 Square Feet of which 347 Square Feet is Acquisition.

Area of Temporary Easement = 494 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2204 Greenwood Avenue  
Parcel Number: 102  
Project Number: RC-09-3271**

**County Tax Parcel No: 891318276013  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Jeffrey J. Byrd and Wayne Twitchell, his husband, Seller, and the City of Cedar Falls,  
Iowa, Buyer.**

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 1,040.00    | on possession and conveyance | 60 days after Buyer approval |
| \$ 1,040.00    | TOTAL LUMP SUM               |                              |

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

|                      |     |         |           |
|----------------------|-----|---------|-----------|
| Land by Fee Title    | 128 | sq. ft. | \$ 640.00 |
| Underlying Fee Title |     | sq. ft. | \$ _____  |
| Temporary Easement   | 995 | sq. ft. | \$ 400.00 |
| Permanent Easement   |     | sq. ft. | \$ _____  |
| Buildings            |     |         | \$ _____  |
| Other                |     |         | \$ _____  |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 102

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 102:

A parcel of land situated in part of Lot 2 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 2; thence North  $18^{\circ}41'50''$  East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 2, also being the Easterly right-of-way line of West Ridgewood Drive, 18.96 feet; thence South  $01^{\circ}12'52''$  East, 6.83 feet to the beginning of a curve concave Northeasterly and having a 15.00-foot radius and a 10.71-foot long chord bearing South  $22^{\circ}08'04''$  East; thence Southeasterly along said curve, 10.95 feet; thence South  $43^{\circ}03'17''$  East, 15.03 feet to the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue; thence North  $63^{\circ}52'05''$  West along the said right-of-way line, 22.76 feet to the Point of Beginning.

Containing 128 Square Feet.

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 2 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jeffery J. Byrd  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

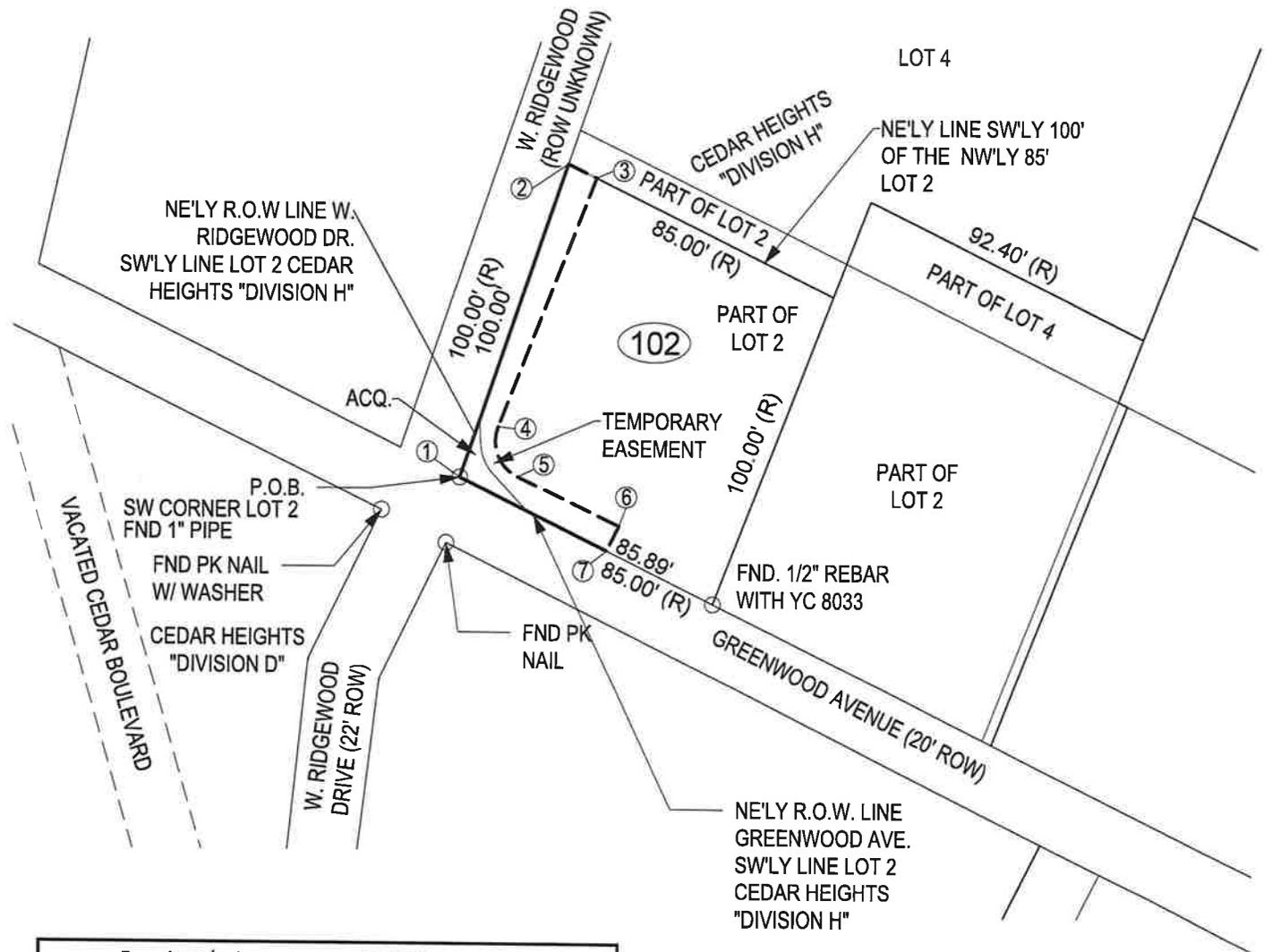
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: JEFFERY J. BYRD  
2204 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 102

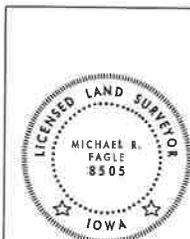
TEMPORARY EASEMENT = 1123 SQUARE FEET OF WHICH  
128 SQUARE FEET IS ACQUISITION  
AREA OF TEMPORARY EASEMENT = 995 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |  |
|---------------------------------------|----|---|--|
| 1                                     | To | 2 | N 18°41'50" E 100.00'                              |
| 2                                     | To | 3 | S 63°52'05" E 9.62'                                |
| 3                                     | To | 4 | S 21°13'28" W 80.57'                               |
| 4                                     | To | 5 | R = 12.00' L = 17.98'<br>LC = S 21°41'33" E 16.34' |
| 5                                     | To | 6 | S 64°36'33" E 34.23'                               |
| 6                                     | To | 7 | S 26°07'55" W 8.35'                                |
| 7                                     | To | 1 | N 63°52'05" W 49.91'                               |

○ = PROPERTY CORNER FOUND (AS NOTED)

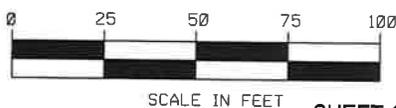
SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

**08-24-2022**  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 102

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 102:

A parcel of land situated in part of Lot 2 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 2; thence North  $18^{\circ}41'50''$  East (assumed bearing for the purpose of this description) along the Northwesterly line of said Lot 2, also being the Southeasterly right-of-way line of West Ridgewood Drive, 100.00 feet to the Northerly line of the Southwesterly 100.00 feet of the Northwesterly 85.00 feet of said Lot 2; thence South  $63^{\circ}52'05''$  East along said Northerly line, 9.62 feet; thence South  $21^{\circ}13'28''$  West, 80.57 feet to the beginning of a curve concave Northeasterly and having a 12.00-foot radius and a 16.34-foot long chord bearing South  $21^{\circ}41'33''$  East; thence Southeasterly along said curve, 17.98 feet; thence South  $64^{\circ}36'33''$  East 34.23 feet; thence South  $26^{\circ}07'55''$  West, 8.35 feet to the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue; thence North  $63^{\circ}52'05''$  West along the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue, 49.91 feet to the point of beginning.

Temporary Easement contains 1123 Square Feet of which 128 Square feet is Acquisition.

Area of Temporary Easement = 995 Square Feet.

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Jeffrey J. Byrd, and Wayne Twitchell, his husband (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 2 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jeffery J. Byrd  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

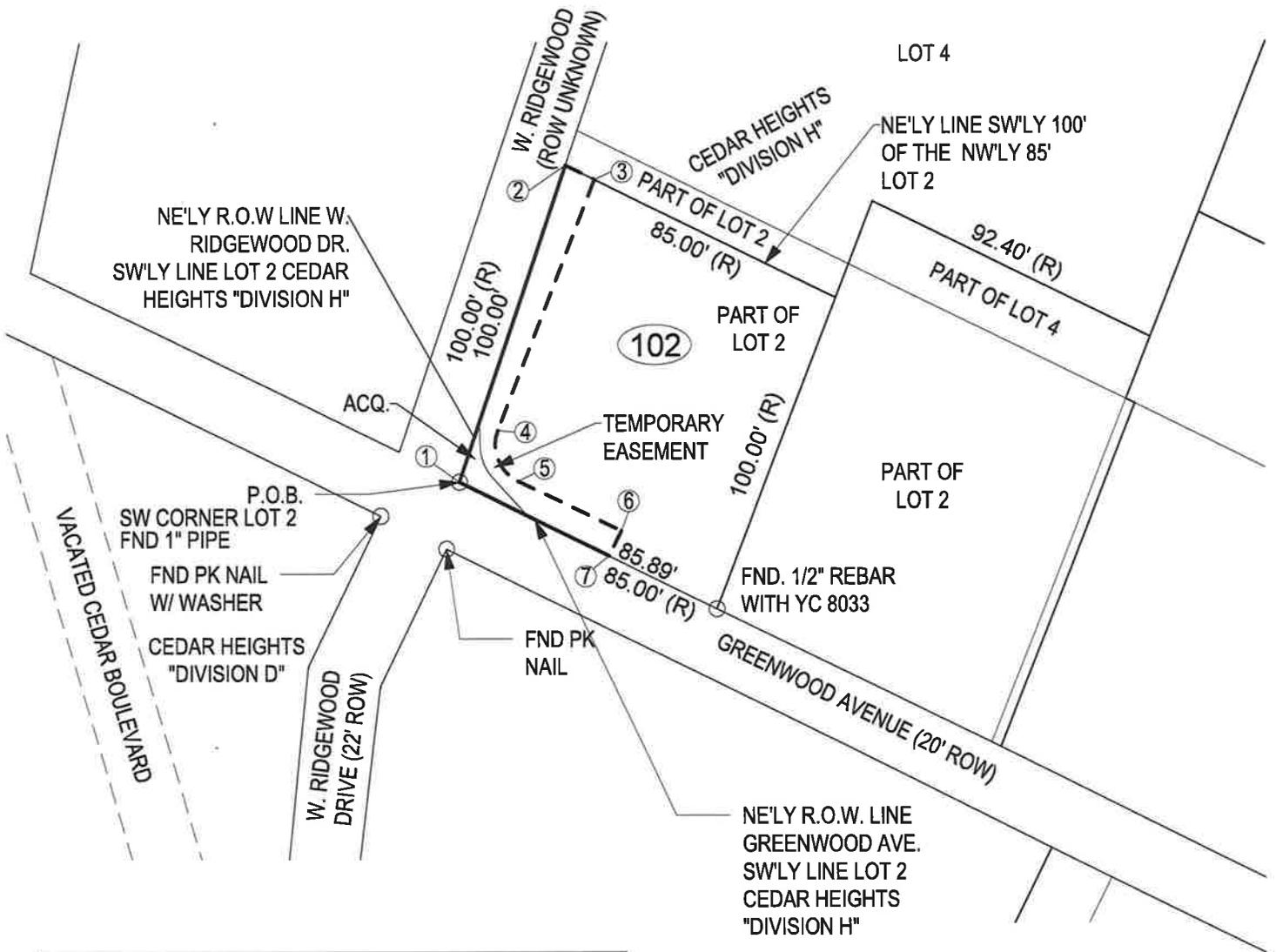
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: JEFFERY J. BYRD  
2204 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 102

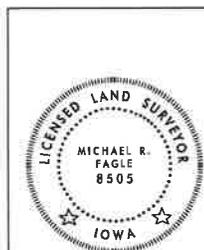
TEMPORARY EASEMENT = 1123 SQUARE FEET OF WHICH  
128 SQUARE FEET IS ACQUISITION  
AREA OF TEMPORARY EASEMENT = 995 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |  |
|---------------------------------------|----|---|--|
| 1                                     | To | 2 | N 18°41'50" E 100.00'                              |
| 2                                     | To | 3 | S 63°52'05" E 9.62'                                |
| 3                                     | To | 4 | S 21°13'28" W 80.57'                               |
| 4                                     | To | 5 | R = 12.00' L = 17.98'<br>LC = S 21°41'33" E 16.34' |
| 5                                     | To | 6 | S 64°36'33" E 34.23'                               |
| 6                                     | To | 7 | S 26°07'55" W 8.35'                                |
| 7                                     | To | 1 | N 63°52'05" W 49.91'                               |

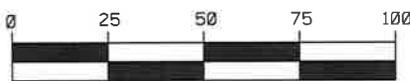
○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this sea SHEETS 1 AND 2 OF 2



SCALE IN FEET

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 102

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 102:

A parcel of land situated in part of Lot 2 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 2; thence North  $18^{\circ}41'50''$  East (assumed bearing for the purpose of this description) along the Northwesterly line of said Lot 2, also being the Southeasterly right-of-way line of West Ridgewood Drive, 100.00 feet to the Northerly line of the Southwesterly 100.00 feet of the Northwesterly 85.00 feet of said Lot 2; thence South  $63^{\circ}52'05''$  East along said Northerly line, 9.62 feet; thence South  $21^{\circ}13'28''$  West, 80.57 feet to the beginning of a curve concave Northeasterly and having a 12.00-foot radius and a 16.34-foot long chord bearing South  $21^{\circ}41'33''$  East; thence Southeasterly along said curve, 17.98 feet; thence South  $64^{\circ}36'33''$  East 34.23 feet; thence South  $26^{\circ}07'55''$  West, 8.35 feet to the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue; thence North  $63^{\circ}52'05''$  West along the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue, 49.91 feet to the point of beginning.

Temporary Easement contains 1123 Square Feet of which 128 Square feet is Acquisition.

Area of Temporary Easement = 995 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 1612 W Ridgewood Drive  
Parcel Number: 103  
Project Number: RC-09-3271

County Tax Parcel No: 891318276014  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Peter D. Yezek, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount   | Agreed Performance           | Date                                |
|------------------|------------------------------|-------------------------------------|
| \$ _____         | on right of possession       | _____                               |
| \$ _____         | on conveyance of title       | _____                               |
| \$ _____         | on surrender of possession   | _____                               |
| \$ <u>515.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>515.00</u> | TOTAL LUMP SUM               |                                     |

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

|                      |                      |                  |
|----------------------|----------------------|------------------|
| Land by Fee Title    | _____ sq. ft.        | \$ _____         |
| Underlying Fee Title | _____ sq. ft.        | \$ _____         |
| Temporary Easement   | <u>1,281</u> sq. ft. | \$ <u>515.00</u> |
| Permanent Easement   | _____ sq. ft.        | \$ _____         |
| Buildings            |                      | \$ _____         |
| Other                |                      | \$ _____         |

- 4. Seller grants to the City a Temporary Easement as shown on the Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X *Peter D. Yezek* 11/9/22 X \_\_\_\_\_  
 Peter D. Yezek Date Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 9 day of November, 2022, by  
Peter D. Yezek

*Brianna Keeney*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 2 and Lot 4 of Cedar Heights "Division H", Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Peter D. Yezeck   |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

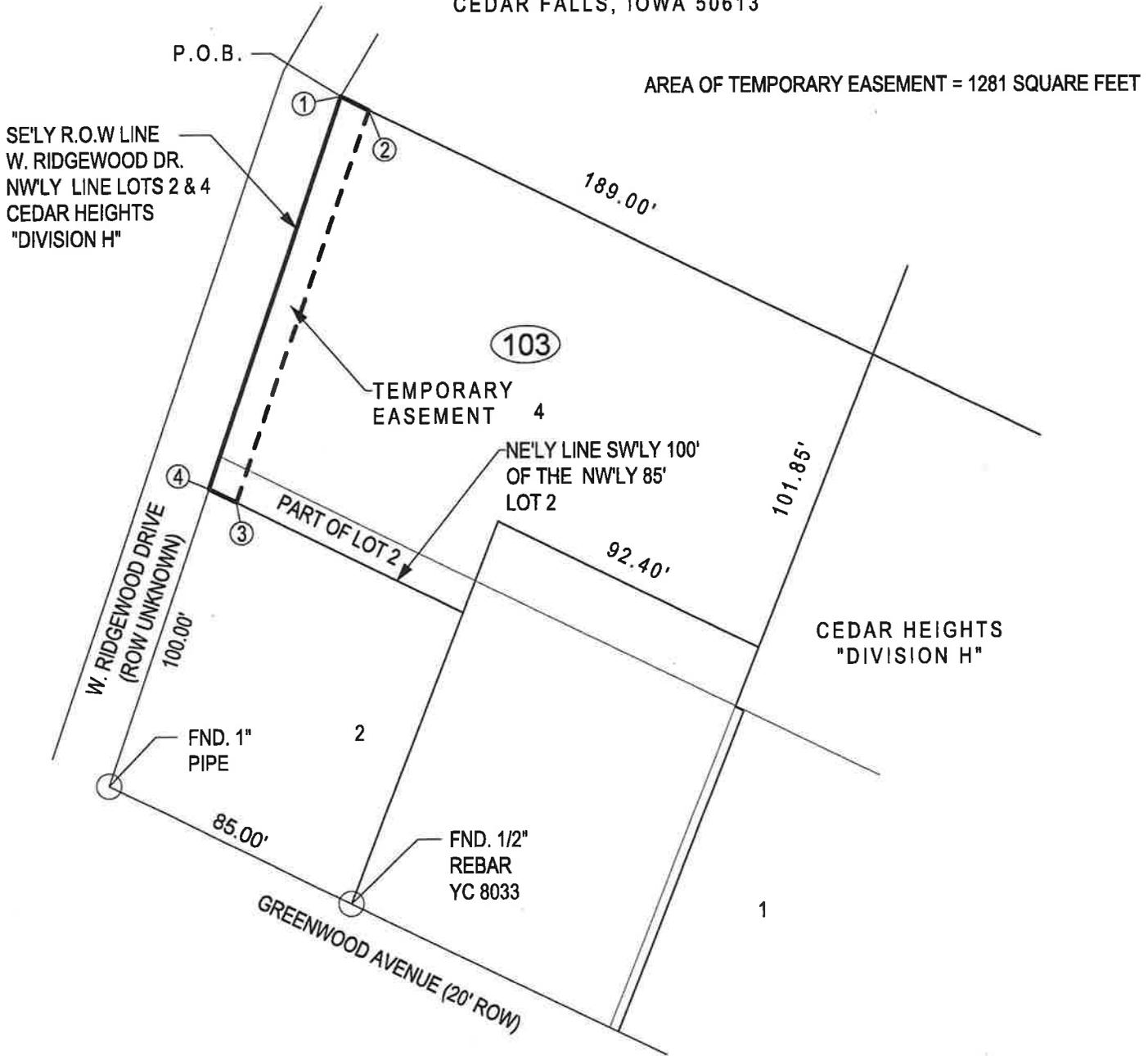
Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT PLAT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

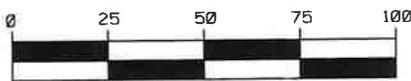
PROJECT PARCEL 103

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: PETER D. YEZEK  
1612 W. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613



| Bearing / Distance Temporary Easement |    |   |                    |                   |
|---------------------------------------|----|---|--------------------|-------------------|
| 1                                     | To | 2 | S 63 ° 52 ' 05 " E | 9.99'             |
| 2                                     | To | 3 | S 18 ° 51 ' 28 " W | 131.76'           |
| 3                                     | To | 4 | N 63 ° 52 ' 05 " W | 9.62'             |
| 4                                     | To | 1 | N 18 ° 41 ' 50 " E | 131.81' 131.50' R |

○ = PROPERTY CORNER FOUND (AS NOTED)



SCALE IN FEET



447.40' R = RECORD

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      08-24-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

**AECOM**

TEMPORARY EASEMENT PLAT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 103

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 103:

A parcel of land situated in part of Lot 2 and Lot 4 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwesterly corner of said Lot 4; thence South  $63^{\circ}52'05''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 4, a distance of 9.99 feet; thence South  $18^{\circ}51'28''$  West, 131.76 feet to the Northeasterly line of the Southwesterly 100.00 feet of the Northwesterly 85.00 feet of said Lot 2; thence North  $63^{\circ}52'05''$  West along said Northeasterly line, 9.62 feet to the Northwesterly line of said Lot 2, also being the Southeasterly right-of-way line of West Ridgewood Drive; thence North  $18^{\circ}41'50''$  East along the Northwesterly lines of said Lots 2 and 4, also being the Southeasterly right-of-way line of West Ridgewood Drive, 131.81 feet (131.50 feet record) to the Point of Beginning.

Containing 1281 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Peter D. Yezek, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

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7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X *Peter D. Yezek*  
Peter D. Yezek

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 9 day of November,  
2022, by Peter D. Yezek, Grantors.



*Brianna Keeneey*  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

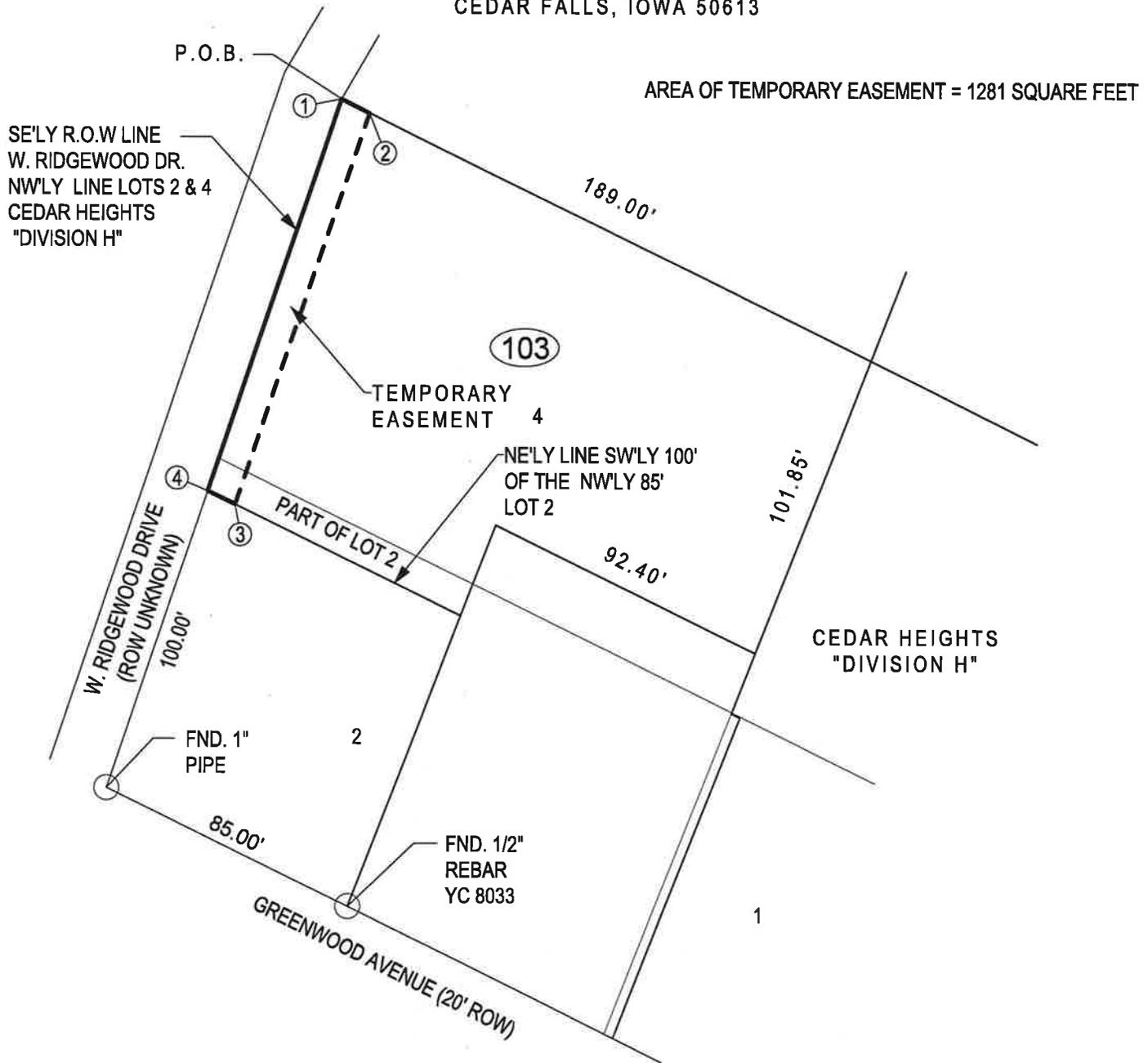
| Index Legend |   |
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| Location:    | Part of Lot 2 and Lot 4 of Cedar Heights "Division H", Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Peter D. Yezek  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT PLAT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

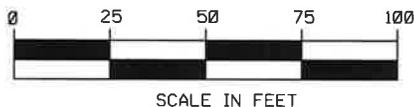
PROJECT PARCEL 103

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CITY PROJECT NO. RC-09-3271  
OWNER: PETER D. YEZEK  
1612 W. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613



| Bearing / Distance Temporary Easement |    |   |                 |                   |
|---------------------------------------|----|---|-----------------|-------------------|
| 1                                     | To | 2 | S 63° 52' 05" E | 9.99'             |
| 2                                     | To | 3 | S 18° 51' 28" W | 131.76'           |
| 3                                     | To | 4 | N 63° 52' 05" W | 9.62'             |
| 4                                     | To | 1 | N 18° 41' 50" E | 131.81' 131.50' R |

○ = PROPERTY CORNER FOUND (AS NOTED)



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      08-24-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2



447.40' R = RECORD

TEMPORARY EASEMENT PLAT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 103

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 103:

A parcel of land situated in part of Lot 2 and Lot 4 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwestern corner of said Lot 4; thence South  $63^{\circ}52'05''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 4, a distance of 9.99 feet; thence South  $18^{\circ}51'28''$  West, 131.76 feet to the Northeasterly line of the Southwesterly 100.00 feet of the Northwestern 85.00 feet of said Lot 2; thence North  $63^{\circ}52'05''$  West along said Northeasterly line, 9.62 feet to the Northwestern line of said Lot 2, also being the Southeasterly right-of-way line of West Ridgewood Drive; thence North  $18^{\circ}41'50''$  East along the Northwestern lines of said Lots 2 and 4, also being the Southeasterly right-of-way line of West Ridgewood Drive, 131.81 feet (131.50 feet record) to the Point of Beginning.

Containing 1281 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1606 W Ridgewood Drive  
Parcel Number: 104  
Project Number: RC-09-3271

County Tax Parcel No: 891318276015  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Robin D. Guy and Todd Seelye, her husband, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 305.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 305.00      | TOTAL LUMP SUM               |                              |

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

|                      |               |           |
|----------------------|---------------|-----------|
| Land by Fee Title    | _____ sq. ft. | \$ _____  |
| Underlying Fee Title | _____ sq. ft. | \$ _____  |
| Temporary Easement   | 761 sq. ft.   | \$ 305.00 |
| Permanent Easement   | _____ sq. ft. | \$ _____  |
| Buildings            |               | \$ _____  |
| Other                |               | \$ _____  |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X Robin D. Guy Aug 11/2/22  
Robin D. Guy Date

X Todd Seelye 11/2/22  
Todd Seelye Date

State of Iowa  
County of Black Hawk

This record was acknowledged before me on the 2 day of November, 2022, by Robin D. Guy and Todd Seelye

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Robin D. Guy   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

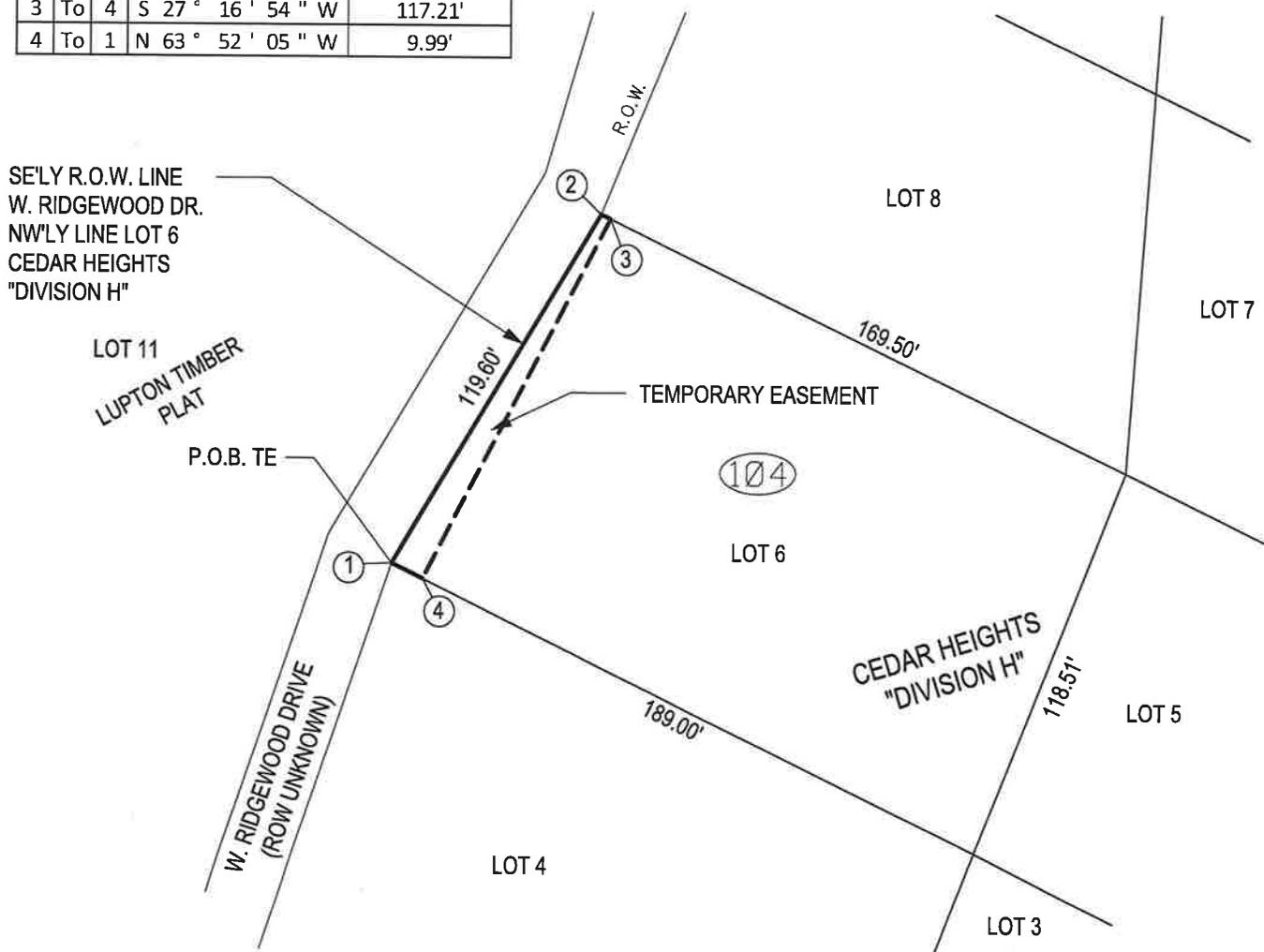
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 104

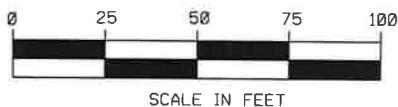
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ROBIN D. GUY  
1606 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 761 SQUARE FEET

| Bearing / Distance Temporary Easement |    |   |                                     |
|---------------------------------------|----|---|-------------------------------------|
| 1                                     | To | 2 | N 30 ° 41 ' 17 " E 117.54' 119.6' R |
| 2                                     | To | 3 | S 64 ° 11 ' 12 " E 3.01'            |
| 3                                     | To | 4 | S 27 ° 16 ' 54 " W 117.21'          |
| 4                                     | To | 1 | N 63 ° 52 ' 05 " W 9.99'            |



SIGNED AUGUST 24, 2022



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

08-24-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 104

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 104:

A parcel of land situated in part of Lot 6 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 6; thence North  $30^{\circ}41'17''$  East (assumed bearing for the purpose of this description) along the Northwesterly line of said Lot 6, also being the Southeasterly right of way line of West Ridgewood Drive, 117.54 feet (119.60 feet record) to the Northwesterly corner of said Lot 6; thence South  $64^{\circ}11'12''$  East along the Northeasterly line of said Lot 6, a distance of 3.01 feet; thence South  $27^{\circ}16'54''$  West, 117.21 feet to the Southwesterly line of said Lot 6; thence North  $63^{\circ}52'05''$  West along the Southwesterly line of said Lot 6, a distance of 9.99 feet to the Point of Beginning.

Containing 761 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Robin D. Guy and Todd Seelye, her husband ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Robin D. Guy  
Robin D. Guy

X Todd Seelye  
Todd Seelye

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 2 day of November, 2022, by Robin D. Guy and Todd Seelye, Grantors.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Robin D. Guy   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

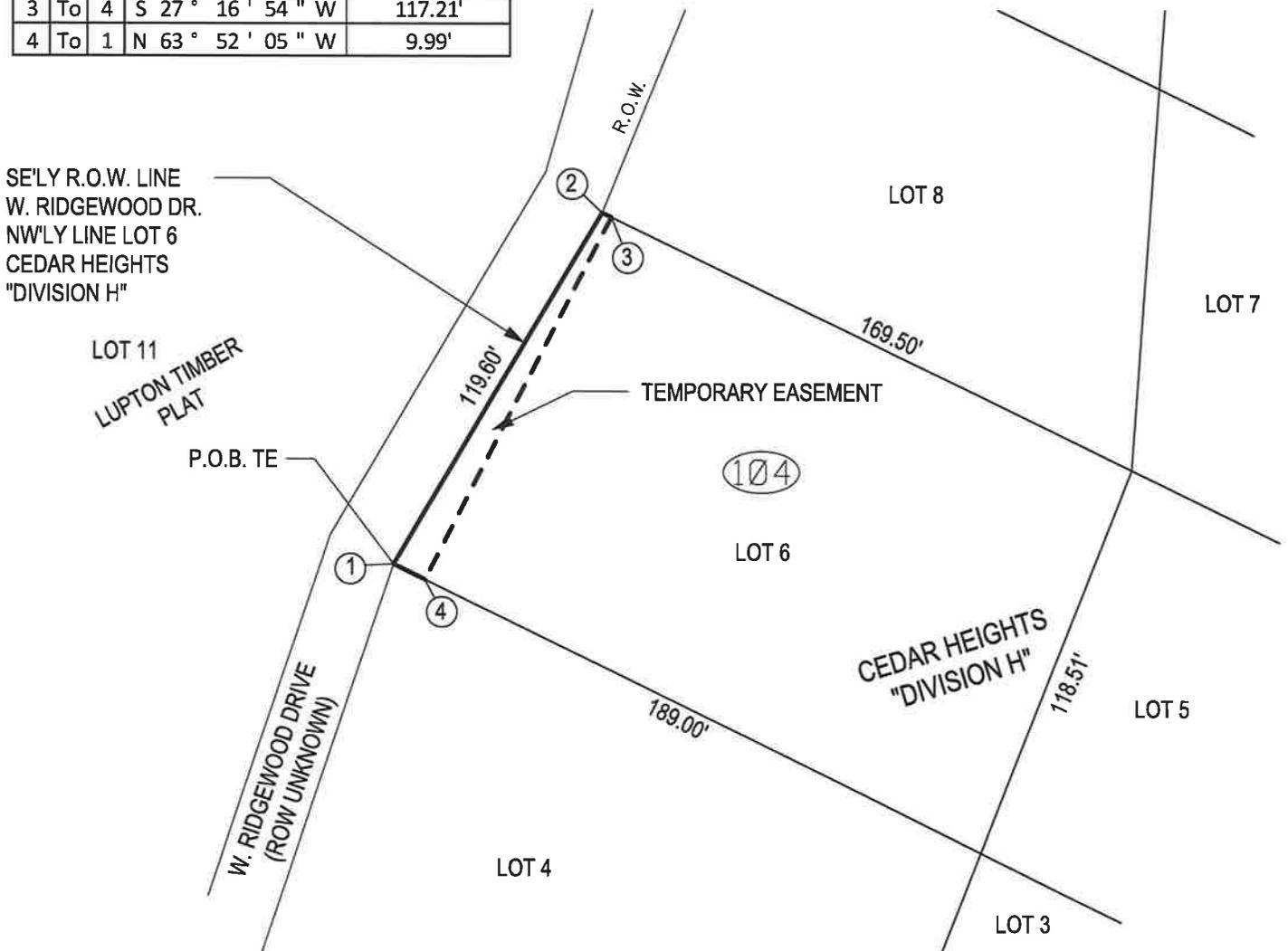
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 104

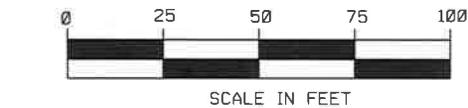
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ROBIN D. GUY  
1606 GREENWOOD AVENUE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 761 SQUARE FEET

| Bearing / Distance Temporary Easement |    |   |                                  |
|---------------------------------------|----|---|----------------------------------|
| 1                                     | To | 2 | N 30° 41' 17" E 117.54' 119.6' R |
| 2                                     | To | 3 | S 64° 11' 12" E 3.01'            |
| 3                                     | To | 4 | S 27° 16' 54" W 117.21'          |
| 4                                     | To | 1 | N 63° 52' 05" W 9.99'            |



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022

Pages or sheets covered by this seal  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 104

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 104:

A parcel of land situated in part of Lot 6 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 6; thence North  $30^{\circ}41'17''$  East (assumed bearing for the purpose of this description) along the Northwesterly line of said Lot 6, also being the Southeasterly right of way line of West Ridgewood Drive, 117.54 feet (119.60 feet record) to the Northwesterly corner of said Lot 6; thence South  $64^{\circ}11'12''$  East along the Northeasterly line of said Lot 6, a distance of 3.01 feet; thence South  $27^{\circ}16'54''$  West, 117.21 feet to the Southwesterly line of said Lot 6; thence North  $63^{\circ}52'05''$  West along the Southwesterly line of said Lot 6, a distance of 9.99 feet to the Point of Beginning.

Containing 761 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1522 W Ridgewood Drive  
Parcel Number: 105  
Project Number: RC-09-3271

County Tax Parcel No: 891318276016  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Mary N. Shepherd and William J. Shepherd, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 200.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 200.00      | TOTAL LUMP SUM               |                              |

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

|                                     |               |           |
|-------------------------------------|---------------|-----------|
| Land by Fee Title                   | _____ sq. ft. | \$ _____  |
| Underlying Fee Title                | _____ sq. ft. | \$ _____  |
| Temporary Easement                  | 350 sq. ft.   | \$ 140.00 |
| Permanent Easement                  | _____ sq. ft. | \$ _____  |
| Buildings                           |               | \$ _____  |
| Other (minimum payment of \$200.00) |               | \$ 60.00  |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 8 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Mary N. Shepard & William J. Shepard   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

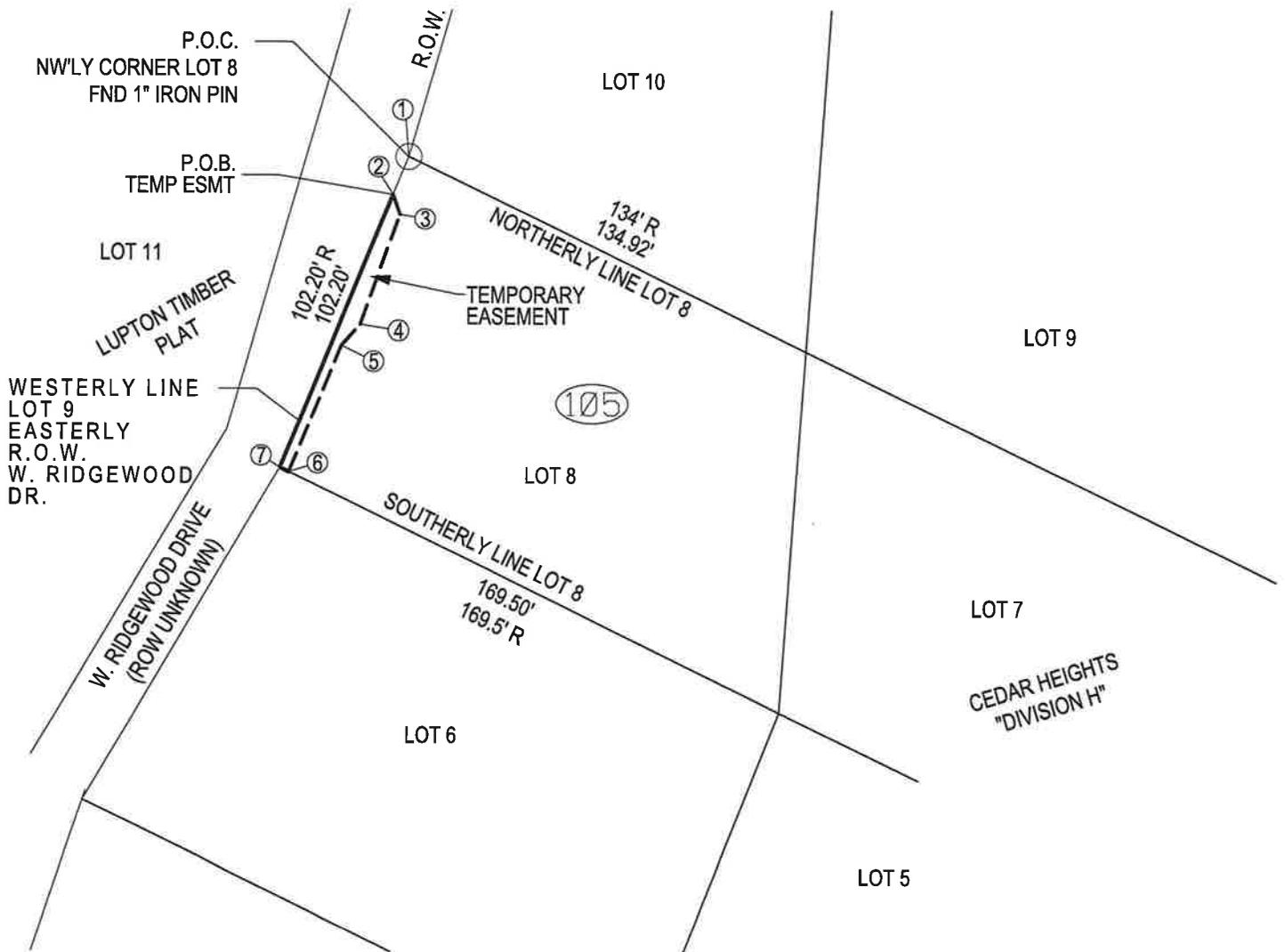
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MARY N. SHEPARD & WILLIAM J. SHEPARD  
1522 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 105

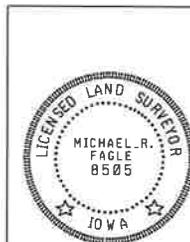
TEMPORARY EASEMENT = 350 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |                        |
|---------------------------------------|----|---|------------------------|
| 1                                     | To | 2 | S 22° 23' 16" W 12.53' |
| 2                                     | To | 3 | S 19° 27' 59" E 6.47'  |
| 3                                     | To | 4 | S 19° 55' 16" W 35.34' |
| 4                                     | To | 5 | S 41° 53' 36" W 8.50'  |
| 5                                     | To | 6 | S 22° 23' 16" W 41.72' |
| 6                                     | To | 7 | N 64° 11' 12" W 3.01'  |
| 7                                     | To | 1 | N 22° 23' 16" E 89.67' |

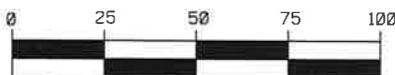
○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      08-24-2022  
 MICHAEL R. FAGLE      Date  
 License number 8505  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this seal:  
 SHEETS 1 AND 2 OF 2



SCALE IN FEET      SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 105

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 105:

A parcel of land situated in part of Lot 8 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Commencing at the Northwesterly corner of said Lot 8; thence South  $22^{\circ}23'16''$  West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 8, also being the Easterly right-of-way of West Ridgewood Drive, 12.53 feet to the Point of Beginning; thence South  $19^{\circ}27'59''$  East, 6.47 feet; thence South  $19^{\circ}55'16''$  West, 35.34 feet; thence South  $41^{\circ}53'36''$  West, 8.50 feet; thence South  $22^{\circ}23'16''$  West, 41.72 feet to the Southerly line of said Lot 8; thence North  $64^{\circ}11'12''$  West along said Southerly line, 3.01 feet to the Southwesterly corner of said Lot 8; thence North  $22^{\circ}23'16''$  East along the Westerly line of said Lot 8, also being the Easterly right-of-way line of West Ridgewood Drive, 89.67 feet to the Point of Beginning

Containing 350 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 8<sup>th</sup> day of November, 2022, by Mary N. Shepherd and William J. Shepherd, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Mary N. Shepherd  
Mary N. Shepherd

X William J. Shepherd  
William J. Shepherd

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 15 day of November,  
2022, by Mary N. Shepherd and William J. Shepherd, Grantors.



Brian Keeneey  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 8 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa     |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Mary N. Shepard & William J. Shepard   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

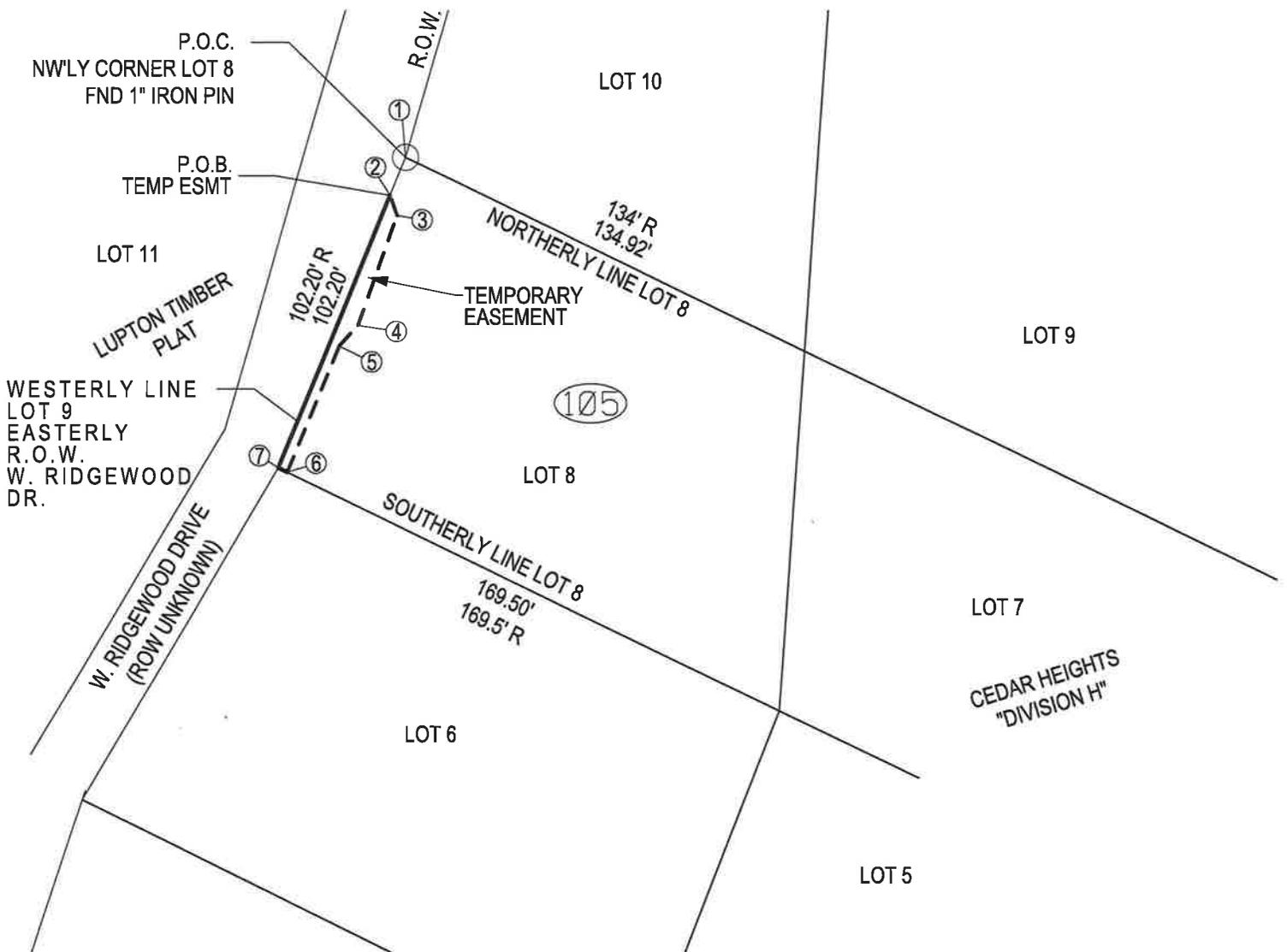
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: MARY N. SHEPARD & WILLIAM J. SHEPARD  
1522 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 105

TEMPORARY EASEMENT = 350 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |                 |        |
|---------------------------------------|----|---|-----------------|--------|
| 1                                     | To | 2 | S 22° 23' 16" W | 12.53' |
| 2                                     | To | 3 | S 19° 27' 59" E | 6.47'  |
| 3                                     | To | 4 | S 19° 55' 16" W | 35.34' |
| 4                                     | To | 5 | S 41° 53' 36" W | 8.50'  |
| 5                                     | To | 6 | S 22° 23' 16" W | 41.72' |
| 6                                     | To | 7 | N 64° 11' 12" W | 3.01'  |
| 7                                     | To | 1 | N 22° 23' 16" E | 89.67' |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



SCALE IN FEET

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      08-24-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 105

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 105:

A parcel of land situated in part of Lot 8 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Commencing at the Northwesterly corner of said Lot 8; thence South  $22^{\circ}23'16''$  West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 8, also being the Easterly right-of-way of West Ridgewood Drive, 12.53 feet to the Point of Beginning; thence South  $19^{\circ}27'59''$  East, 6.47 feet; thence South  $19^{\circ}55'16''$  West, 35.34 feet; thence South  $41^{\circ}53'36''$  West, 8.50 feet; thence South  $22^{\circ}23'16''$  West, 41.72 feet to the Southerly line of said Lot 8; thence North  $64^{\circ}11'12''$  West along said Southerly line, 3.01 feet to the Southwesterly corner of said Lot 8; thence North  $22^{\circ}23'16''$  East along the Westerly line of said Lot 8, also being the Easterly right-of-way line of West Ridgewood Drive, 89.67 feet to the Point of Beginning

Containing 350 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1514 W Ridgewood Drive  
Parcel Number: 106  
Project Number: RC-09-3271**

**County Tax Parcel No: 891318276017  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Daryl E. Andersen and Janice K. Andersen, Trustees of the Daryl E. Andersen and Janice K. Andersen Revocable Trust Under Agreement Dated August 10, 2015, Seller, and the City of Cedar Falls, Iowa, Buyer.**

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>1,470.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>1,470.00</u> | TOTAL LUMP SUM               |                                     |

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

|  |               |                    |
|--|---------------|--------------------|
| Land by Fee Title                                | _____ sq. ft. | \$ _____           |
| Underlying Fee Title                             | _____ sq. ft. | \$ _____           |
| Temporary Easement                               | 890 sq. ft.   | \$ 360.00          |
| Permanent Easement                               | _____ sq. ft. | \$ _____           |
| Buildings  |               | \$ _____           |
| Landscaping- removal of tree, bushes, and plants |               | \$ <u>1,110.00</u> |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

Daryl E. Andersen and Janice K. Andersen Revocable Trust

X Daryl E. Andersen 11/9/2022 X Janice K. Andersen 11/9/22  
 Daryl E. Andersen, Trustee Date Janice K. Andersen, Trustee Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 9 day of November, 2022, by Daryl E. Andersen, Trustee and Janice K. Andersen, Trustee

Brianna Keene  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 10 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Daryl E. Andersen Trust & Janice K. Andersen Trust                               |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

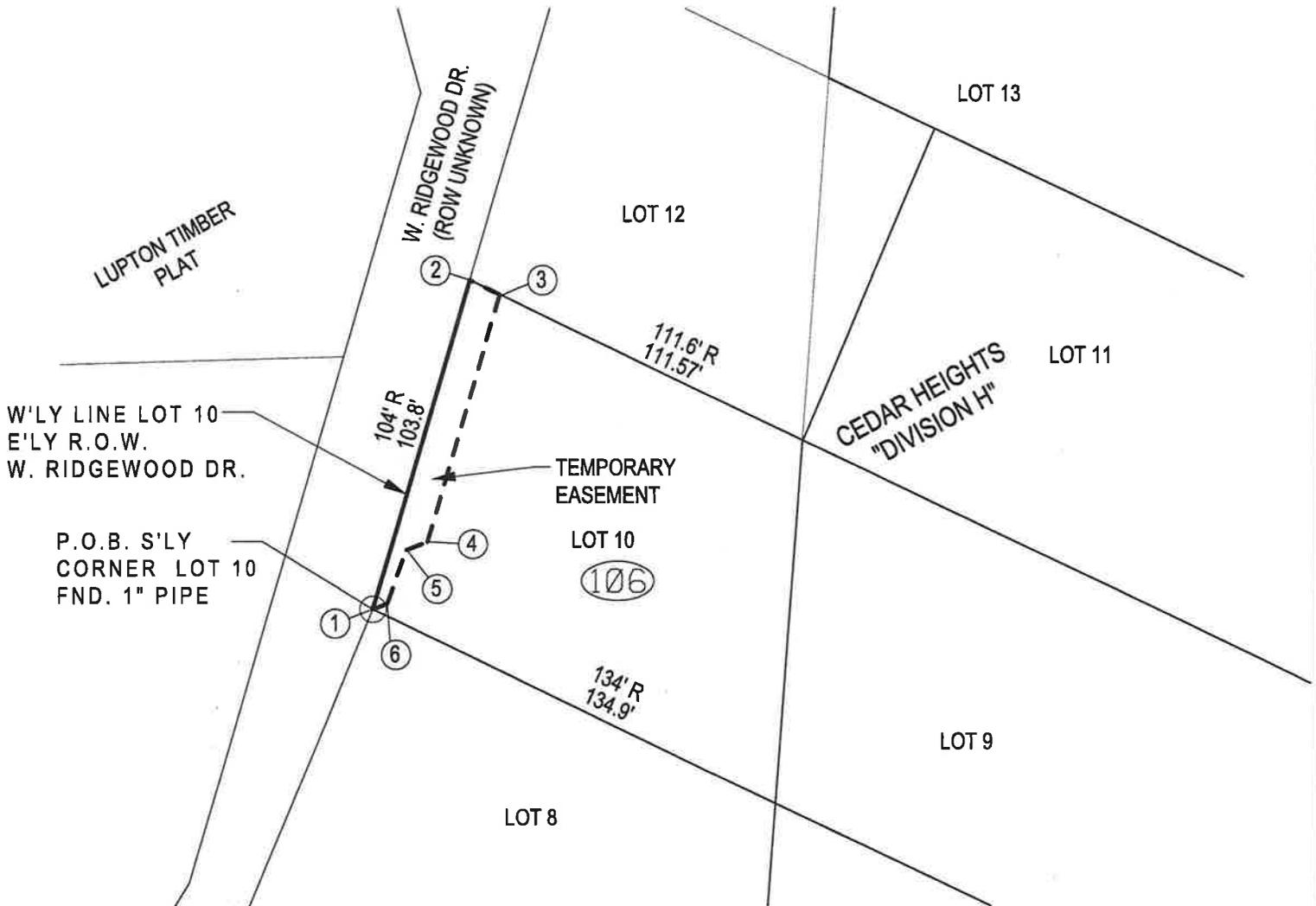
PROJECT PARCEL 106

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA

CITY PROJECT NO. RC-09-3271

OWNER: DARYL E. ANDERSEN TRUST & JANICE K. ANDERSEN TRUST  
1514 W RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 890 SQUARE FEET



| Bearing / Distance Temporary Easement |      |                 |         |
|---------------------------------------|------|-----------------|---------|
| 1                                     | To 2 | N 16° 11' 18" E | 103.80' |
| 2                                     | To 3 | S 64° 17' 04" E | 10.06'  |
| 3                                     | To 4 | S 16° 08' 41" W | 77.75'  |
| 4                                     | To 5 | S 68° 02' 32" W | 6.74'   |
| 5                                     | To 6 | S 19° 29' 33" W | 17.42'  |
| 6                                     | To 1 | S 68° 38' 01" W | 4.63'   |

○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      **08-24-2022**  
MICHAEL R. FAGLE      Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2



SCALE IN FEET

SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 106

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 106:

A parcel of land situated in part of Lot 10 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 10; thence North  $16^{\circ}11'18''$  East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 10, also being the Easterly right of way line of West Ridgewood Drive, 103.80 feet; thence South  $64^{\circ}17'04''$  East along the Northerly property line of said Lot 10, a distance of 10.06 feet; thence South  $16^{\circ}08'41''$  West, 77.75 feet; thence South  $68^{\circ}02'32''$  West, 6.74 feet; thence South  $19^{\circ}29'33''$  West, 17.42 feet; thence South  $68^{\circ}38'01''$  West, 4.63 feet to the Point of Beginning,

Containing 890 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Daryl E. Andersen and Janice K. Andersen, Trustees of the Daryl E. Andersen and Janice K. Andersen Revocable Trust Under Agreement Dated August 10, 2015 (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

Daryl E. Andersen and Janice K. Andersen Revocable Trust

X *Daryl E. Andersen*  
Daryl E. Andersen, Trustee

X *Janice Andersen*  
Janice K. Andersen, Trustee

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 9 day of November, 2022, by Daryl E. Andersen, Trustee and Janice K. Andersen, Trustee, Grantors.



*Brianna Keeney*  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 10 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Daryl E. Andersen Trust & Janice K. Andersen Trust                               |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

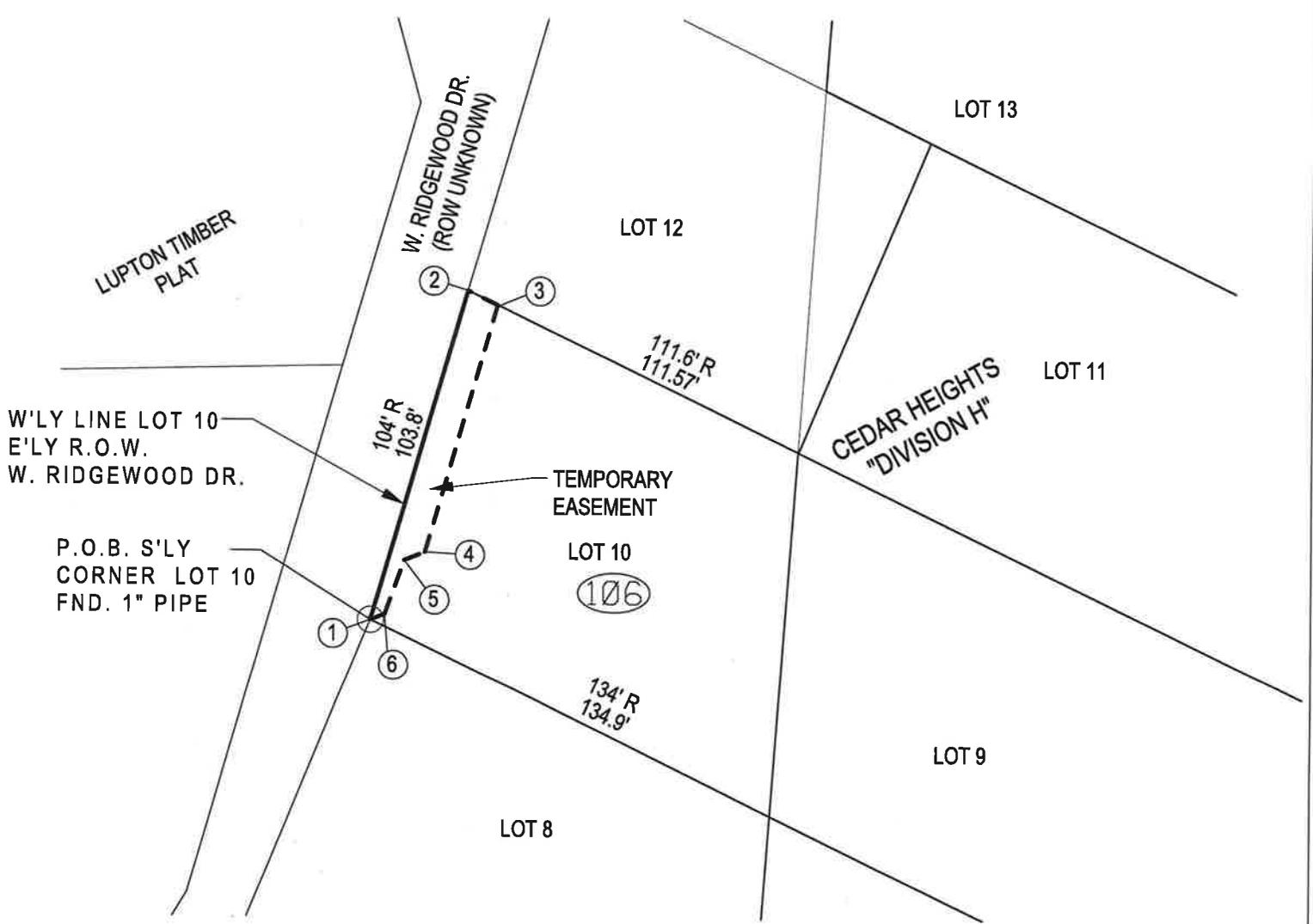
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 106

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: DARYL E. ANDERSEN TRUST & JANICE K. ANDERSEN TRUST  
1514 W RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 890 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |                         |
|---------------------------------------|----|---|-------------------------|
| 1                                     | To | 2 | N 16° 11' 18" E 103.80' |
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| 4                                     | To | 5 | S 68° 02' 32" W 6.74'   |
| 5                                     | To | 6 | S 19° 29' 33" W 17.42'  |
| 6                                     | To | 1 | S 68° 38' 01" W 4.63'   |

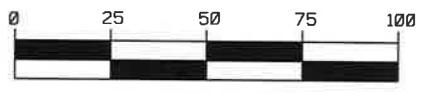
○ = PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 106

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 106:

A parcel of land situated in part of Lot 10 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 10; thence North  $16^{\circ}11'18''$  East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 10, also being the Easterly right of way line of West Ridgewood Drive, 103.80 feet; thence South  $64^{\circ}17'04''$  East along the Northerly property line of said Lot 10, a distance of 10.06 feet; thence South  $16^{\circ}08'41''$  West, 77.75 feet; thence South  $68^{\circ}02'32''$  West, 6.74 feet; thence South  $19^{\circ}29'33''$  West, 17.42 feet; thence South  $68^{\circ}38'01''$  West, 4.63 feet to the Point of Beginning,

Containing 890 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 1506 W Ridgewood Drive  
Parcel Number: 107  
Project Number: RC-09-3271

County Tax Parcel No: 891318276026  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Andrew M. Anderson, single, Seller, and the City of Cedar Falls, Iowa, Buyer.**

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

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>2,015.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>2,015.00</u> | <b>TOTAL LUMP SUM</b>        |                                     |

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

|                                    |            |         |                    |
|------------------------------------|------------|---------|--------------------|
| Land by Fee Title                  | <u>16</u>  | sq. ft. | \$ <u>80.00</u>    |
| Underlying Fee Title               |            | sq. ft. | \$ _____           |
| Temporary Easement                 | <u>615</u> | sq. ft. | \$ <u>250.00</u>   |
| Permanent Easement                 | <u>193</u> | sq. ft. | \$ <u>485.00</u>   |
| Buildings                          |            |         | \$ _____           |
| Other (Removal of tree and plants) |            |         | \$ <u>1,200.00</u> |

- Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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

SELLER: *[Signature]* 12/13/22  
 X Andrew M. Anderson Date X \_\_\_\_\_ Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 13<sup>th</sup> day of December, 2022, by Andrew M. Anderson

*[Signature]*  
 Signature of notarial officer

5/30/2025  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Andrew M. Andersen   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

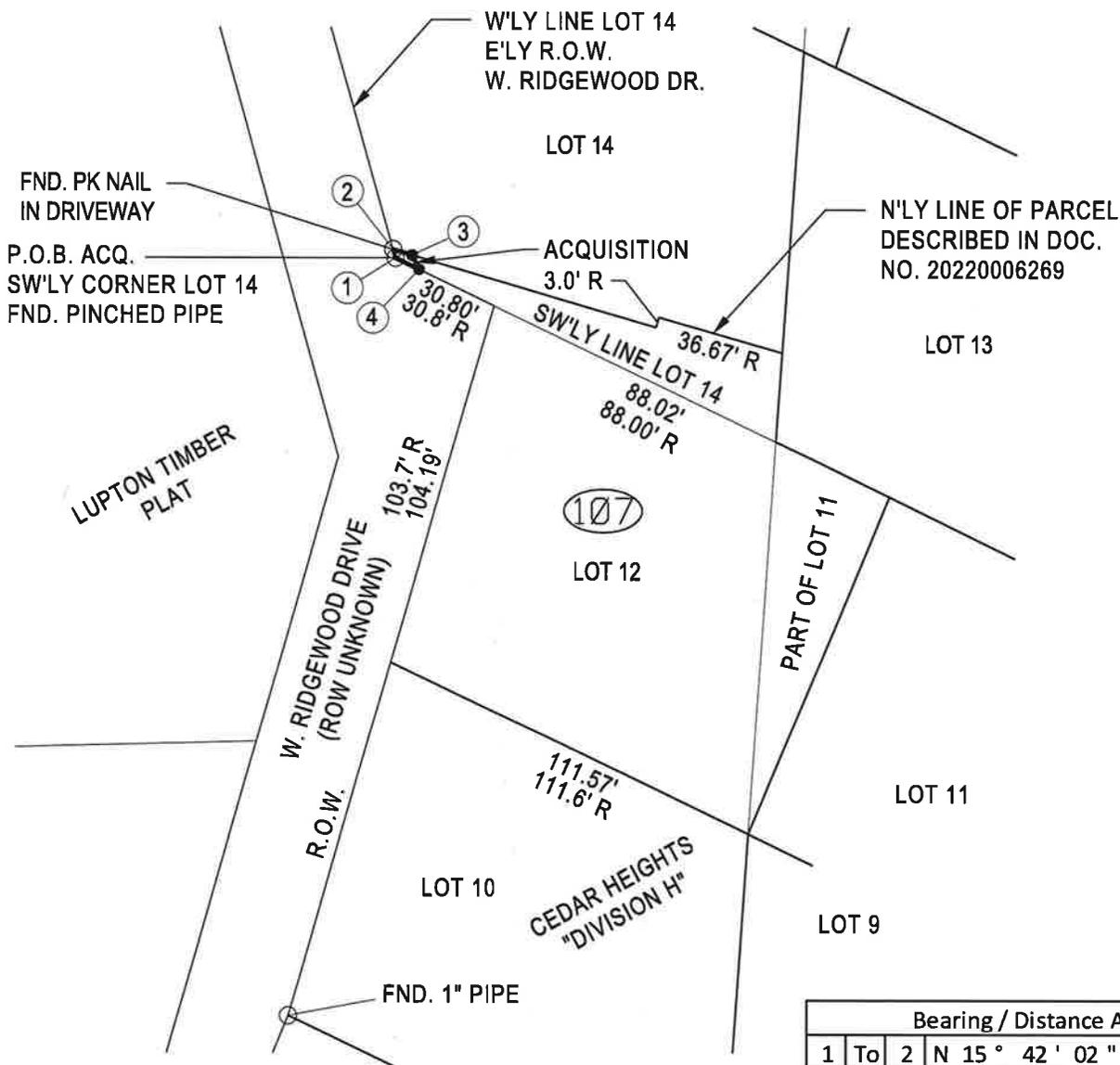
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## ACQUISITION PLAT ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ANDREW M. ANDERSEN  
1506 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

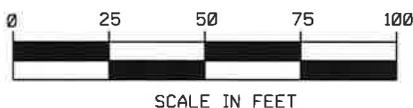
AREA OF ACQUISITION = 16 SQUARE FEET



| Bearing / Distance Acquisition |    |   |                                |
|--------------------------------|----|---|--------------------------------|
| 1                              | To | 2 | N 15° 42' 02" W 2.39' - 2.3' R |
| 2                              | To | 3 | S 73° 34' 47" E 5.55'          |
| 3                              | To | 4 | S 26° 23' 22" E 4.40'          |
| 4                              | To | 1 | N 64° 10' 14" W 7.37'          |

SIGNED AUGUST 24, 2022

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = FOUND PROPERTY CORNER (AS NOTED)



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* **08-24-2022**  
Date

MICHAEL R. FAGLE  
License number- 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

308

ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 107:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 14; thence North  $15^{\circ}42'02''$  West, along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 2.39 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence South  $73^{\circ}34'47''$  East along said Northerly line, 5.55 feet; thence South  $26^{\circ}23'22''$  East, 4.40 feet to the Southwesterly line of said Lot 14; thence North  $64^{\circ}10'14''$  West along said Southwesterly line, 7.37 feet to the Point of Beginning.

Containing is 16 Square Feet.

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lots 12 & 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Andrew M. Andersen  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703    |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

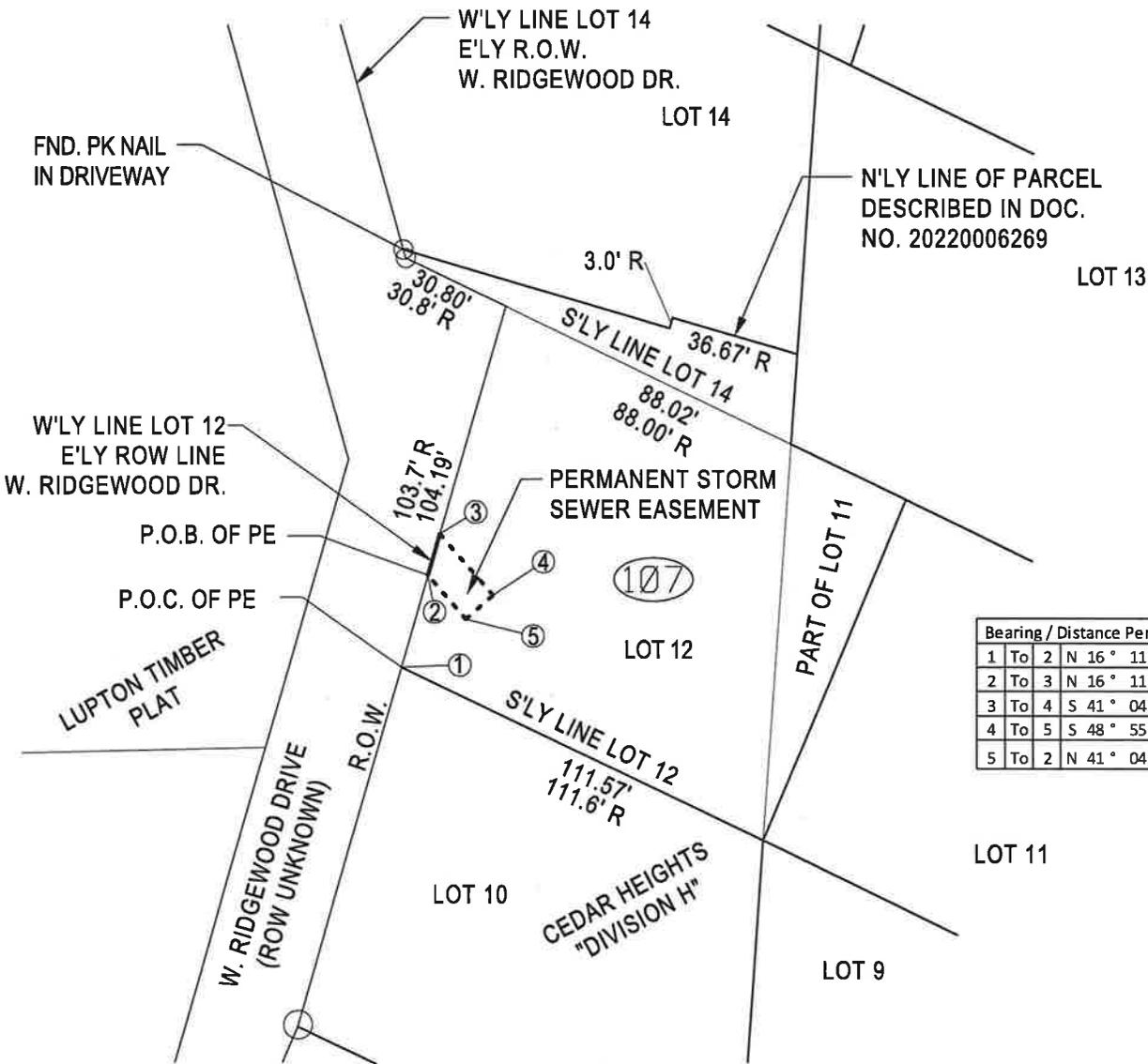
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## PERMANENT STORM SEWER EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ANDREW M. ANDERSEN  
1506 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 107

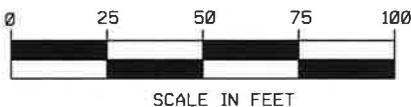
PERMANENT STORM SEWER = 193 SQUARE FEET



| Bearing / Distance Permanent Storm Sewer Easement |    |   |                        |
|---|----|---|------------------------|
| 1   | To | 2 | N 16° 11' 18" E 26.39' |
| 2   | To | 3 | N 16° 11' 18" E 11.89' |
| 3   | To | 4 | S 41° 04' 04" E 22.48' |
| 4   | To | 5 | S 48° 55' 56" W 10.00' |
| 5   | To | 2 | N 41° 04' 04" E 16.05' |

SIGNED NOVEMBER 29, 2022

○ = FOUND PROPERTY CORNER (AS NOTED)



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 11-29-2022  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

PERMANENT STORM SEWER EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Storm Sewer Easement Parcel 107:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division H", City of Cedar Falls, County of Blackhawk, State of Iowa, more particularly described as follows.

Commencing at the Southwesterly corner of said Lot 12; thence North 16°11'18" East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 26.39 feet to the Point of Beginning; thence continuing North 16°11'18" East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 11.89 feet; thence South 41°04'04" East, 22.48 feet; thence South 48°55'56" West, 10.00 feet; thence North 41°04'04" West, 16.05 feet to the Point of Beginning.

Permanent Storm Sewer Easement Contains 193 Square Feet.

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lots 12 & 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Andrew M. Andersen  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

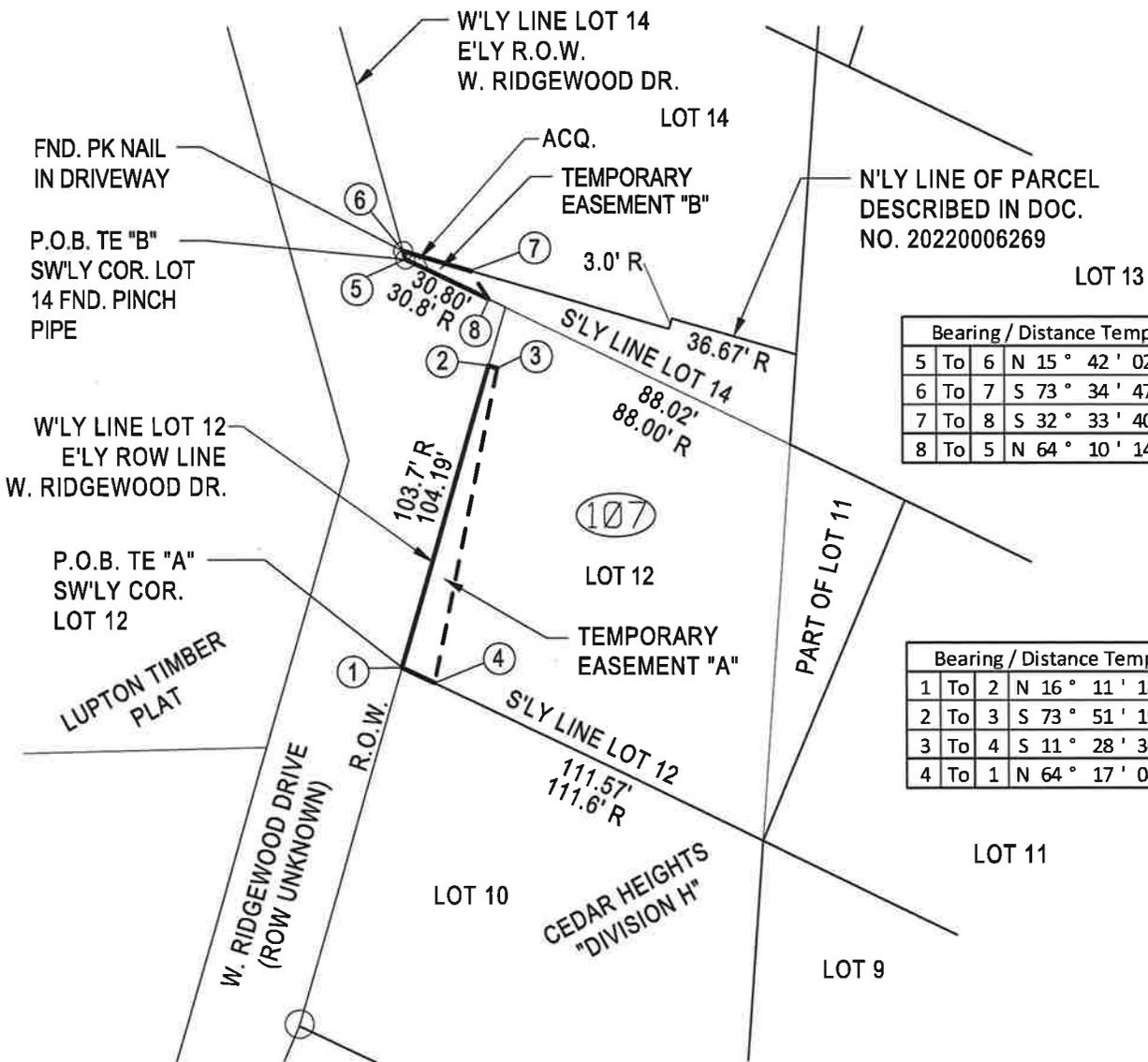
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ANDREW M. ANDERSEN  
1506 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 107

TEMPORARY EASEMENT "A" = 548 SQUARE FEET

TEMPORARY EASEMENT "B" = 83 SQUARE FEET OF WHICH 16 SQUARE FEET IS ACQUISITION  
TEMPORARY EASEMENT "B" AREA = 67 SQUARE FEET

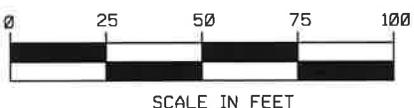
TOTAL TEMPORARY EASEMENT FOR PROJECT PARCEL 107 = 615 SQUARE FEET



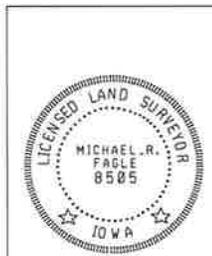
| Bearing / Distance Temporary Easement "B" |                 |                |
|---|-----------------|----------------|
| 5 To 6                                    | N 15° 42' 02" W | 2.39' - 2.3' R |
| 6 To 7                                    | S 73° 34' 47" E | 19.43'         |
| 7 To 8                                    | S 32° 33' 40" E | 9.48'          |
| 8 To 5                                    | N 64° 10' 14" W | 25.66'         |

| Bearing / Distance Temporary Easement "A" |                 |        |
|---|-----------------|--------|
| 1 To 2                                    | N 16° 11' 18" E | 87.27' |
| 2 To 3                                    | S 73° 51' 19" E | 2.59'  |
| 3 To 4                                    | S 11° 28' 36" W | 89.24' |
| 4 To 1                                    | N 64° 17' 04" W | 10.06' |

○ = FOUND PROPERTY CORNER (AS NOTED)



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*Michael R. Fagle*  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

08-24-2022  
Date



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement "A" Parcel 107:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division H", City of Cedar Falls, County of Black hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 12; thence North  $16^{\circ}11'18''$  East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 87.27 feet; thence South  $73^{\circ}51'19''$  East, 2.59 feet; thence South  $11^{\circ}28'36''$  West, 89.24 feet to the Southerly line of said Lot 12; thence North  $64^{\circ}17'04''$  West along said Southerly line, 10.06 feet to the Point of Beginning.

Temporary Easement "A" Contains 548 Square Feet.

Description Temporary Easement "B" Parcel 107:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 14; thence North  $15^{\circ}42'02''$  West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 2.39 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence South  $73^{\circ}34'47''$  East along said Northerly line, 19.43 feet; thence South  $32^{\circ}33'40''$  East, 9.48 feet to the Southerly line of said Lot 14; thence North  $64^{\circ}10'14''$  West along said Southerly line, 25.66 feet to the Point of Beginning.

Temporary Easement Contains 83 Square Feet of which 16 Square feet is Acquisition.

Total Area of Temporary Easement "B" is 67 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Andrew M. Anderson, single ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

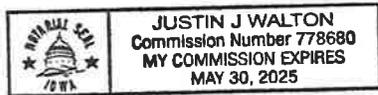
GRANTORS:

X *Andrew M. Anderson*  
Andrew M. Anderson

X \_\_\_\_\_

State of *Iowa* )

County of *Black Hawk* )



This record was acknowledged before me on the *13<sup>th</sup>* day of *December*, 20*22*, by *Andrew M. Anderson*, Grantors.

*Justin J. Walton*  
Signature of notarial officer

Stamp

[ *Iowa Notary* ]  
Title of Office

[My commission expires: *5/30/25* ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lots 12 & 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Andrew M. Andersen  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

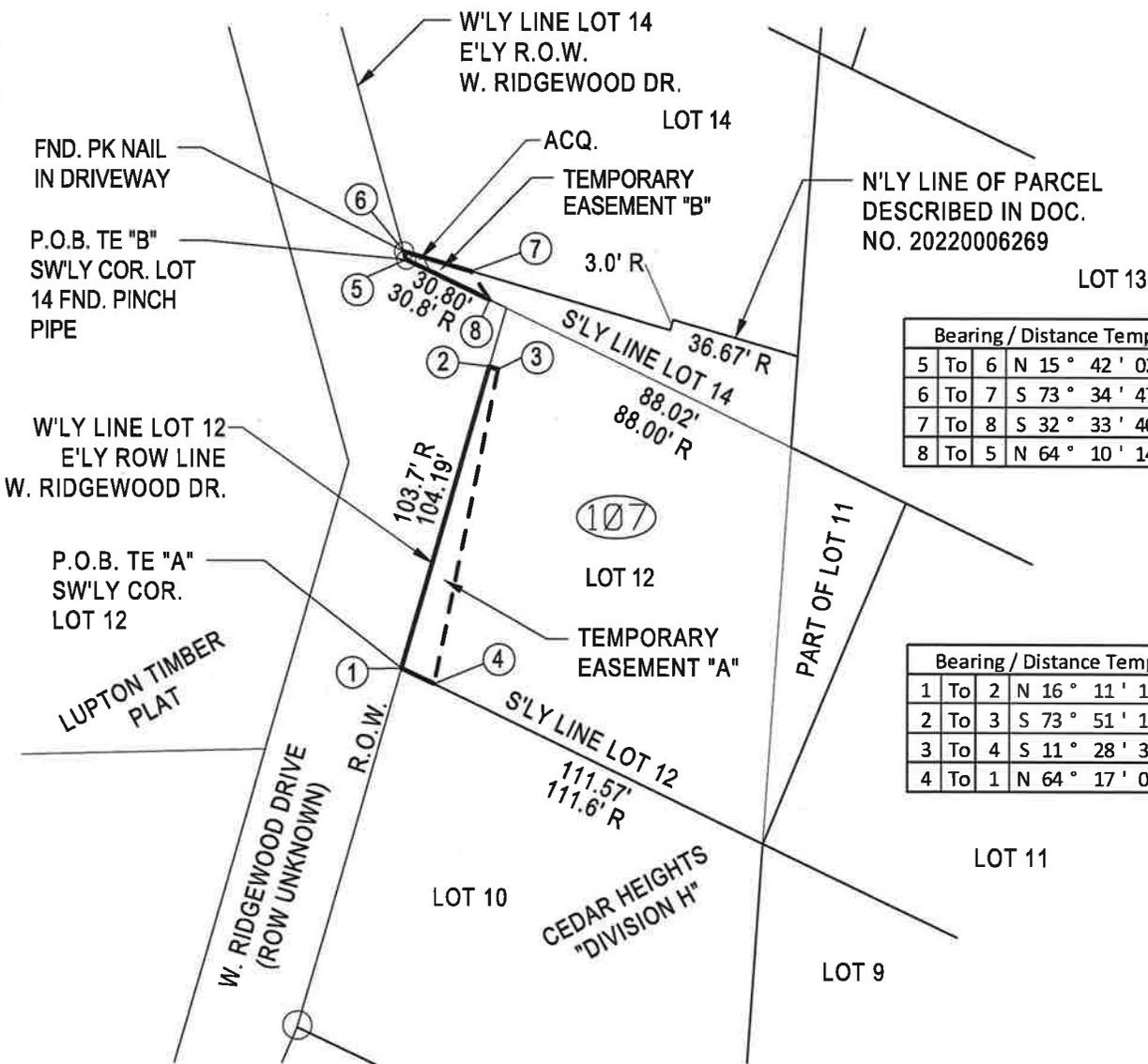
**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ANDREW M. ANDERSEN  
1506 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 107

TEMPORARY EASEMENT "A" = 548 SQUARE FEET

TEMPORARY EASEMENT "B" = 83 SQUARE FEET OF WHICH 16 SQUARE FEET IS ACQUISITION  
TEMPORARY EASEMENT "B" AREA = 67 SQUARE FEET

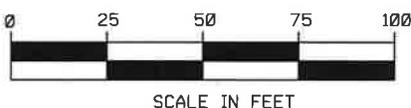
TOTAL TEMPORARY EASEMENT FOR PROJECT PARCEL 107 = 615 SQUARE FEET



| Bearing / Distance Temporary Easement "B" |                 |                |
|---|-----------------|----------------|
| 5 To 6                                    | N 15° 42' 02" W | 2.39' - 2.3' R |
| 6 To 7                                    | S 73° 34' 47" E | 19.43'         |
| 7 To 8                                    | S 32° 33' 40" E | 9.48'          |
| 8 To 5                                    | N 64° 10' 14" W | 25.66'         |

| Bearing / Distance Temporary Easement "A" |                 |        |
|---|-----------------|--------|
| 1 To 2                                    | N 16° 11' 18" E | 87.27' |
| 2 To 3                                    | S 73° 51' 19" E | 2.59'  |
| 3 To 4                                    | S 11° 28' 36" W | 89.24' |
| 4 To 1                                    | N 64° 17' 04" W | 10.06' |

○ = FOUND PROPERTY CORNER (AS NOTED)



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement "A" Parcel 107:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division H", City of Cedar Falls, County of Blackhawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 12; thence North  $16^{\circ}11'18''$  East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 87.27 feet; thence South  $73^{\circ}51'19''$  East, 2.59 feet; thence South  $11^{\circ}28'36''$  West, 89.24 feet to the Southerly line of said Lot 12; thence North  $64^{\circ}17'04''$  West along said Southerly line, 10.06 feet to the Point of Beginning.

Temporary Easement "A" Contains 548 Square Feet.

Description Temporary Easement "B" Parcel 107:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Blackhawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 14; thence North  $15^{\circ}42'02''$  West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 2.39 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the BlackHawk County Recorder; thence South  $73^{\circ}34'47''$  East along said Northerly line, 19.43 feet; thence South  $32^{\circ}33'40''$  East, 9.48 feet to the Southerly line of said Lot 14; thence North  $64^{\circ}10'14''$  West along said Southerly line, 25.66 feet to the Point of Beginning.

Temporary Easement Contains 83 Square Feet of which 16 Square feet is Acquisition.

Total Area of Temporary Easement "B" is 67 Square Feet.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Andrew M. Anderson, single, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

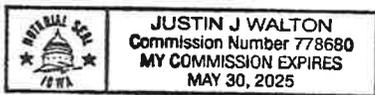
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.
6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.
8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.
10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.
11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 13 day of December, 2022

[Signature]  
Andrew M. Anderson

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 13<sup>th</sup> day of December, 2022 by Andrew M. Anderson



[Signature]  
Notary Public in and for the State of Iowa

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lots 12 & 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Andrew M. Andersen  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

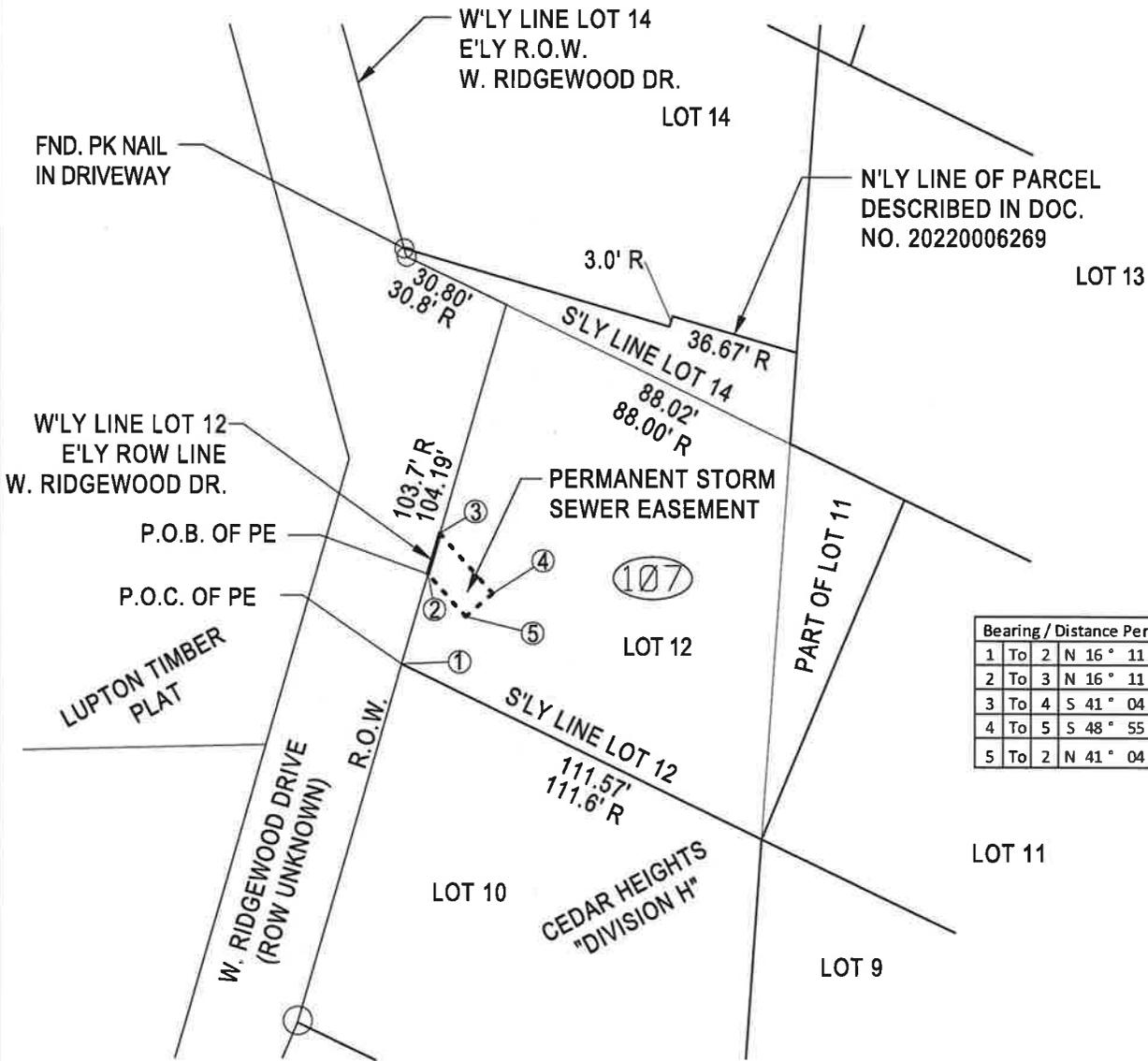
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## PERMANENT STORM SEWER EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: ANDREW M. ANDERSEN  
1506 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 107

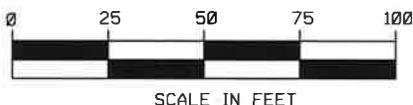
PERMANENT STORM SEWER = 193 SQUARE FEET



| Bearing / Distance Permanent Storm Sewer Easement |    |   |                           |
|---|----|---|---------------------------|
| 1   | To | 2 | N 16 ° 11 ' 18 " E 26.39' |
| 2   | To | 3 | N 16 ° 11 ' 18 " E 11.89' |
| 3   | To | 4 | S 41 ° 04 ' 04 " E 22.48' |
| 4   | To | 5 | S 48 ° 55 ' 56 " W 10.00' |
| 5   | To | 2 | N 41 ° 04 ' 04 " E 16.05' |

SIGNED NOVEMBER 29, 2022

○ = FOUND PROPERTY CORNER (AS NOTED)



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 11-29-2022  
Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

PERMANENT STORM SEWER EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 107

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Storm Sewer Easement Parcel 107:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division H", City of Cedar Falls, County of Blackhawk, State of Iowa, more particularly described as follows.

Commencing at the Southwesterly corner of said Lot 12; thence North 16°11'18" East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 26.39 feet to the Point of Beginning; thence continuing North 16°11'18" East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 11.89 feet; thence South 41°04'04" East, 22.48 feet; thence South 48°55'56" West, 10.00 feet; thence North 41°04'04" West, 16.05 feet to the Point of Beginning.

Permanent Storm Sewer Easement Contains 193 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1500 W Ridgewood Drive  
Parcel Number: 108  
Project Number: RC-09-3271

County Tax Parcel No: 891318276019  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Aaron Beck Brunk & Abigail Beck Brunk, husband and wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 730.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 730.00      | TOTAL LUMP SUM               |                              |

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

|                      |     |         |          |
|----------------------|-----|---------|----------|
| Land by Fee Title    | 108 | sq. ft. | \$540.00 |
| Underlying Fee Title |     | sq. ft. | \$       |
| Temporary Easement   | 463 | sq. ft. | \$190.00 |
| Permanent Easement   |     | sq. ft. | \$       |
| Buildings            |     |         | \$       |
| Other                |     |         | \$       |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

x Aaron Beck Brunk 12/1/22  
Aaron Beck Brunk Date

x Abigail Beck Brunk 12/1/22  
Abigail Beck Brunk Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 1 day of December, 2022, by Aaron Beck Brunk and Abigail Beck Brunk

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 108

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Area "A" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Commencing at the Southwesterly corner of said Lot 14; thence North  $15^{\circ}42'02''$  West along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 2.39 feet to the Point of Beginning; thence continuing North  $15^{\circ}42'02''$  West along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 21.95 feet; thence South  $26^{\circ}23'15''$  East, 25.34 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence North  $73^{\circ}34'47''$  West along said line 5.55 feet to the Point of Beginning.

Containing 52 Square Feet.

Description Acquisition Area "B" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwesterly corner of said Lot 14; thence North  $15^{\circ}42'02''$  West along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 118.34 feet to the Point of Beginning; thence continuing North  $15^{\circ}42'02''$  West along the Westerly line of said Lot 14, also being the Easterly right-of-way line of West Ridgewood Drive, 16.99 feet to the Northwesterly corner of said Lot 14; thence South  $64^{\circ}21'46''$  East along the Northerly line of said Lot 14, a distance of 8.81 feet; thence South  $14^{\circ}56'26''$  West, 12.98 feet to the Point of Beginning.

Containing 56 Square Feet.

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 14 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Aaron Beck Brunk and Abigal Brunk  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

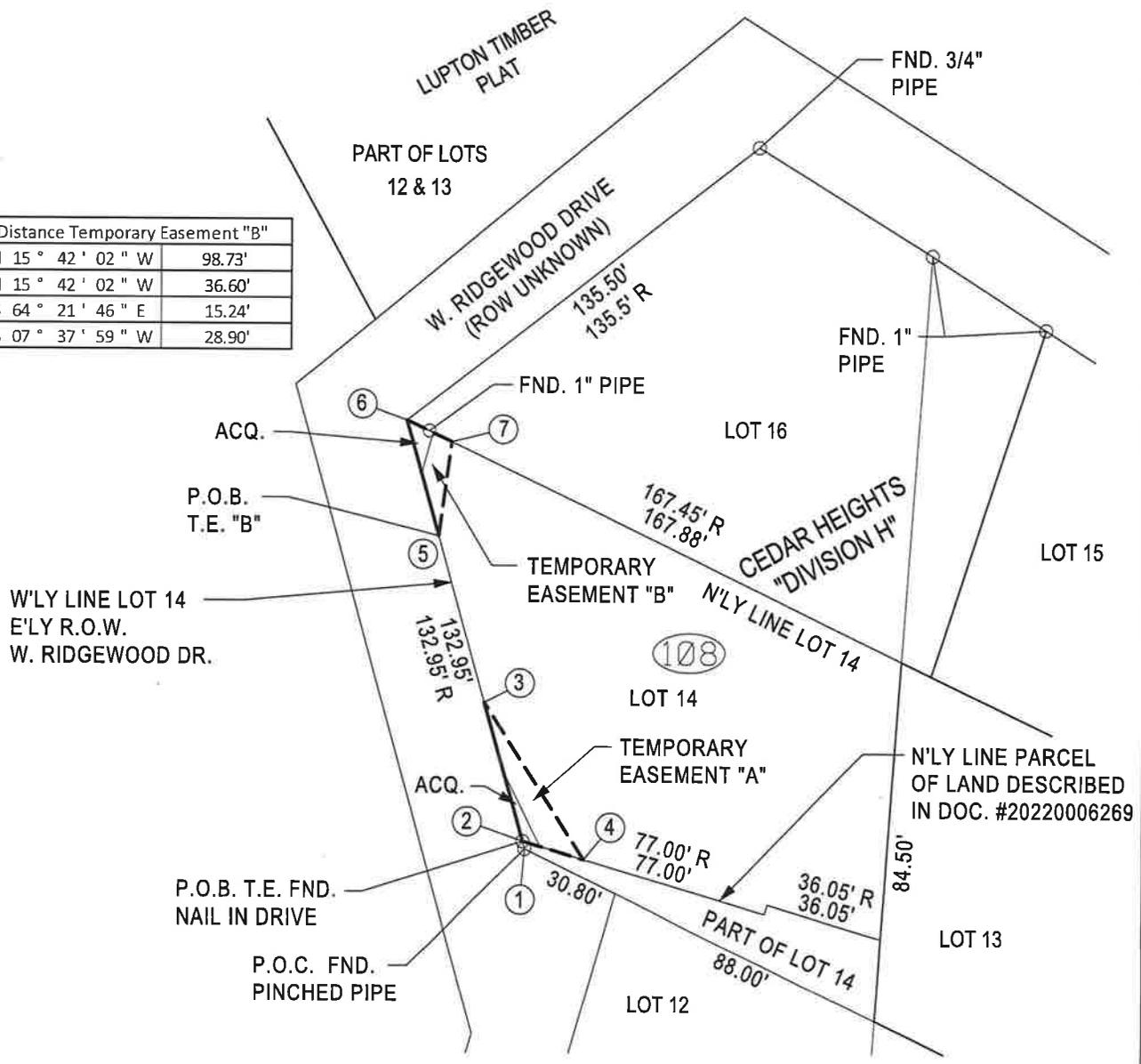
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: AARON BECK BRUNK  
& ABIGAL BRUNK  
1500 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 108

TEMPORARY EASEMENT "A" = 362 SF OF WHICH 52 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT "A" = 310 SF  
TEMPORARY EASEMENT "B" = 209 SF OF WHICH 56 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT "B" = 153 SF  
TOTAL AREA OF TEMPORARY EASEMENT "A" & "B" = 463 SF

| Bearing / Distance Temporary Easement "B" |    |   |                        |
|---|----|---|------------------------|
| 1   | To | 5 | N 15° 42' 02" W 98.73' |
| 5   | To | 6 | N 15° 42' 02" W 36.60' |
| 6   | To | 7 | S 64° 21' 46" E 15.24' |
| 7   | To | 5 | S 07° 37' 59" W 28.90' |



| Bearing / Distance Temporary Easement "A" |    |   |                              |
|---|----|---|------------------------------|
| 1   | To | 2 | N 15° 42' 02" W 2.39' 2.3' R |
| 2   | To | 3 | N 15° 42' 02" W 43.97'       |
| 3   | To | 4 | S 32° 33' 40" E 56.74'       |
| 4   | To | 2 | N 73° 34' 47" W 19.43'       |

○ = FOUND PROPERTY CORNER (AS NOTED)

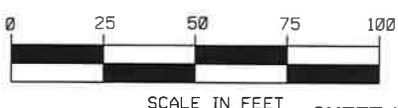
SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

**08-24-2022**  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 108

Description Temporary Easement Area "A" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of said Lot 14; thence North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 2.39 feet to the Point of Beginning; thence continuing North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 43.97 feet; thence South 32°33'40" East, 56.74 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence North 73°34'47" West along said Northerly line, 19.43 feet to the Point of Beginning.

Temporary Easement Contains 362 Square Feet of which 52 Square feet is Acquisition.

Total Area of Temporary Easement "A" is 310 Square Feet.

Description Temporary Easement Area "B" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of said Lot 14; thence North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 98.73 feet to the Point of Beginning; thence continuing North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 36.60 feet to the Northwesterly corner of said Lot 14; thence South 64°21'46" East along the Northerly line of said Lot 14, a distance of 15.24 feet; thence South 07°37'59" West, 28.90 feet to the Point of Beginning.

Temporary Easement Contains 209 Square Feet of which 56 Square feet is Acquisition.

Total Area of Temporary Easement "B" is 153 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Aaron Beck Brunk & Abigail Beck Brunk, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:  
X Aaron Beck Brunk  
Aaron Beck Brunk

X Abigail Beck Brunk  
Abigail Beck Brunk

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 1 day of December, 2022, by Aaron Beck Brunk and Abigail Beck Brunk, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp  
[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 14 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Aaron Beck Brunk and Abigal Brunk  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: AARON BECK BRUNK  
& ABIGAL BRUNK  
1500 RIDGEWOOD DR  
CEDAR FALLS, IOWA 50613

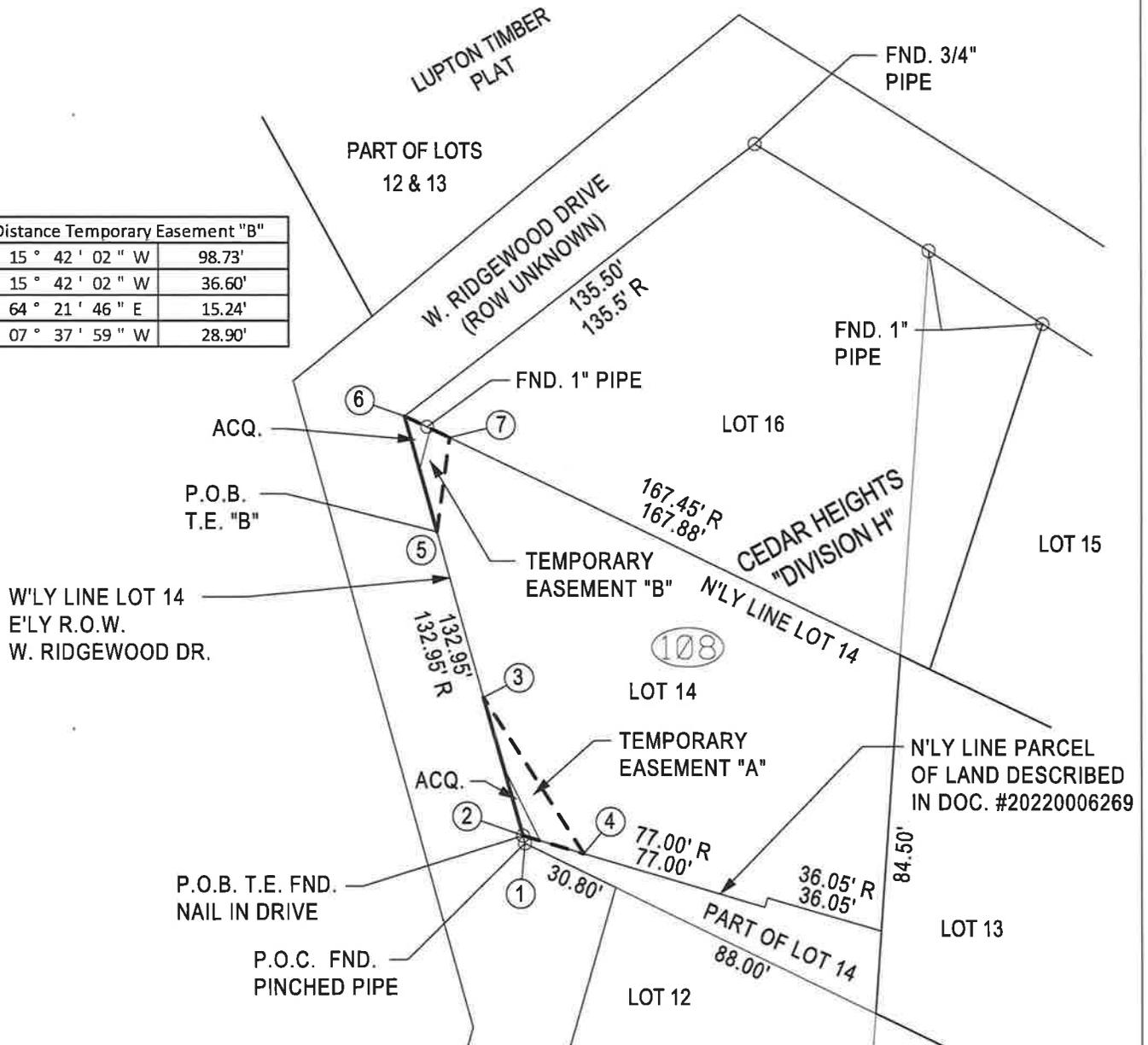
PROJECT PARCEL 108

TEMPORARY EASEMENT "A" = 362 SF OF WHICH 52 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT "A" = 310 SF

TEMPORARY EASEMENT "B" = 209 SF OF WHICH 56 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT "B" = 153 SF

TOTAL AREA OF TEMPORARY EASEMENT "A" & "B" = 463 SF

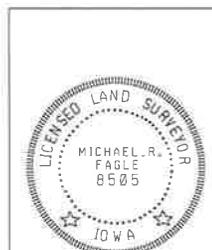
| Bearing / Distance Temporary Easement "B" |    |   |                        |
|---|----|---|------------------------|
| 1   | To | 5 | N 15° 42' 02" W 98.73' |
| 5   | To | 6 | N 15° 42' 02" W 36.60' |
| 6   | To | 7 | S 64° 21' 46" E 15.24' |
| 7   | To | 5 | S 07° 37' 59" W 28.90' |



| Bearing / Distance Temporary Easement "A" |    |   |                              |
|---|----|---|------------------------------|
| 1   | To | 2 | N 15° 42' 02" W 2.39' 2.3' R |
| 2   | To | 3 | N 15° 42' 02" W 43.97'       |
| 3   | To | 4 | S 32° 33' 40" E 56.74'       |
| 4   | To | 2 | N 73° 34' 47" W 19.43'       |

○ = FOUND PROPERTY CORNER (AS NOTED)

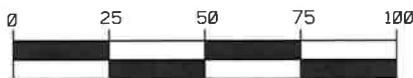
SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
**08-24-2022**  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal  
SHEETS 1 AND 2 OF 2



SCALE IN FEET

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 108

Description Temporary Easement Area "A" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of said Lot 14; thence North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 2.39 feet to the Point of Beginning; thence continuing North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 43.97 feet; thence South 32°33'40" East, 56.74 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence North 73°34'47" West along said Northerly line, 19.43 feet to the Point of Beginning.

Temporary Easement Contains 362 Square Feet of which 52 Square feet is Acquisition.

Total Area of Temporary Easement "A" is 310 Square Feet.

Description Temporary Easement Area "B" Parcel 108:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of said Lot 14; thence North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 98.73 feet to the Point of Beginning; thence continuing North 15°42'02" West along the Westerly line of said Lot 14, also being the Easterly right-of-way of West Ridgewood Drive, 36.60 feet to the Northwesterly corner of said Lot 14; thence South 64°21'46" East along the Northerly line of said Lot 14, a distance of 15.24 feet; thence South 07°37'59" West, 28.90 feet to the Point of Beginning.

Temporary Easement Contains 209 Square Feet of which 56 Square feet is Acquisition.

Total Area of Temporary Easement "B" is 153 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1424 W Ridgewood Drive  
Parcel Number: 109  
Project Number: RC-09-3271

County Tax Parcel No: 891318276001  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Charles W. Hall, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 785.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 785.00      | TOTAL LUMP SUM               |                              |

| BREAKDOWN: ac. = acres      sq. ft. = square feet |               |          |
|---|---------------|----------|
| Land by Fee Title                                 | 76 sq. ft.    | \$380.00 |
| Underlying Fee Title                              | sq. ft.       | \$       |
| Temporary Easement                                | 1,011 sq. ft. | \$405.00 |
| Permanent Easement                                | sq. ft.       | \$       |
| Buildings   |               | \$       |
| Other   |               | \$       |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

x Charles W. Hall  
Charles W. Hall Date

x 2 Nov 22  
Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 2 day of November, 2022, by Charles W. Hall

Brianna Keeney  
Signature of notarial officer

June 1, 2023  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 16 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Charles Hall   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To:   | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

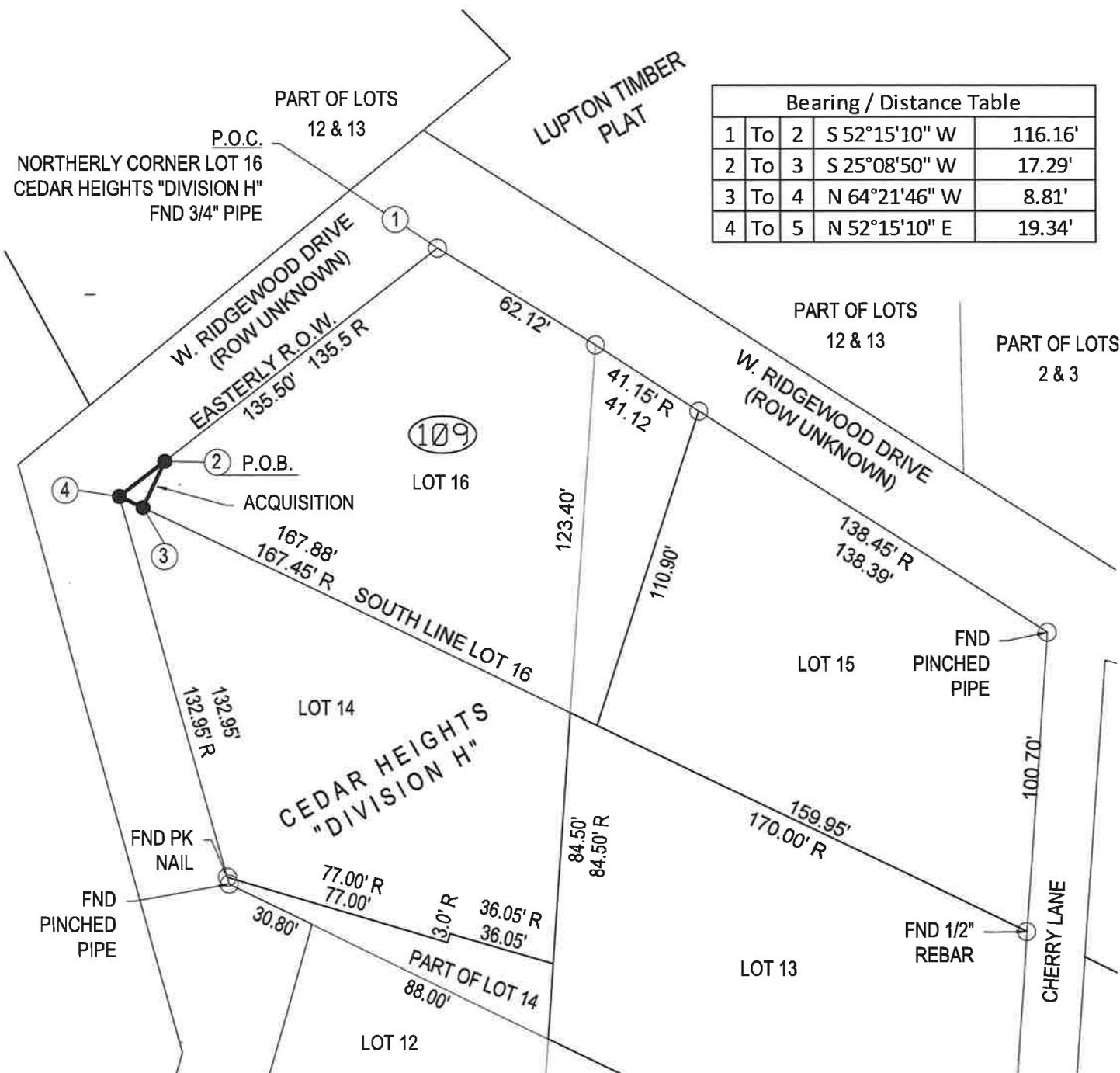
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## ACQUISITION PLAT ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 109  
OWNER: CHARLES HALL  
1424 W RIDGEWOOD DR  
CEDAR FALLS, IA 50613

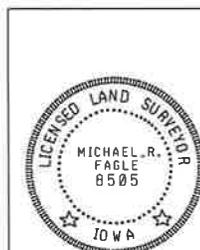
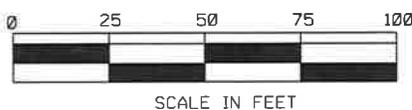
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

AREA OF ACQUISITION = 76 SQUARE FEET



| Bearing / Distance Table |    |   |               |         |
|--------------------------|----|---|---------------|---------|
| 1                        | To | 2 | S 52°15'10" W | 116.16' |
| 2                        | To | 3 | S 25°08'50" W | 17.29'  |
| 3                        | To | 4 | N 64°21'46" W | 8.81'   |
| 4                        | To | 5 | N 52°15'10" E | 19.34'  |

- = FOUND 1" PIPE (UNLESS OTHERWISE NOTED)
- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 12-09-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal  
SHEETS 1 AND 2 OF 2

ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 109

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 109:

A parcel of land situated in part of Lot 16 of Cedar Heights "Division H" in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Commencing at the Northerly corner of Lot 16 of said Cedar Heights Division H; thence South  $52^{\circ}15'10''$  West along the Easterly Right of Way line of West Ridgewood Drive, 116.16 feet; thence South  $25^{\circ}08'50''$  West, 17.29 feet to the South line of said Lot 16; thence North  $64^{\circ}21'46''$  West along said South line, 8.81 feet to said Easterly Right of Way line; thence North  $52^{\circ}15'10''$  East along said Easterly Right of Way line, 19.34 feet to the Point of Beginning.

Containing 76 Square Feet.

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 16 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Charles Hall   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

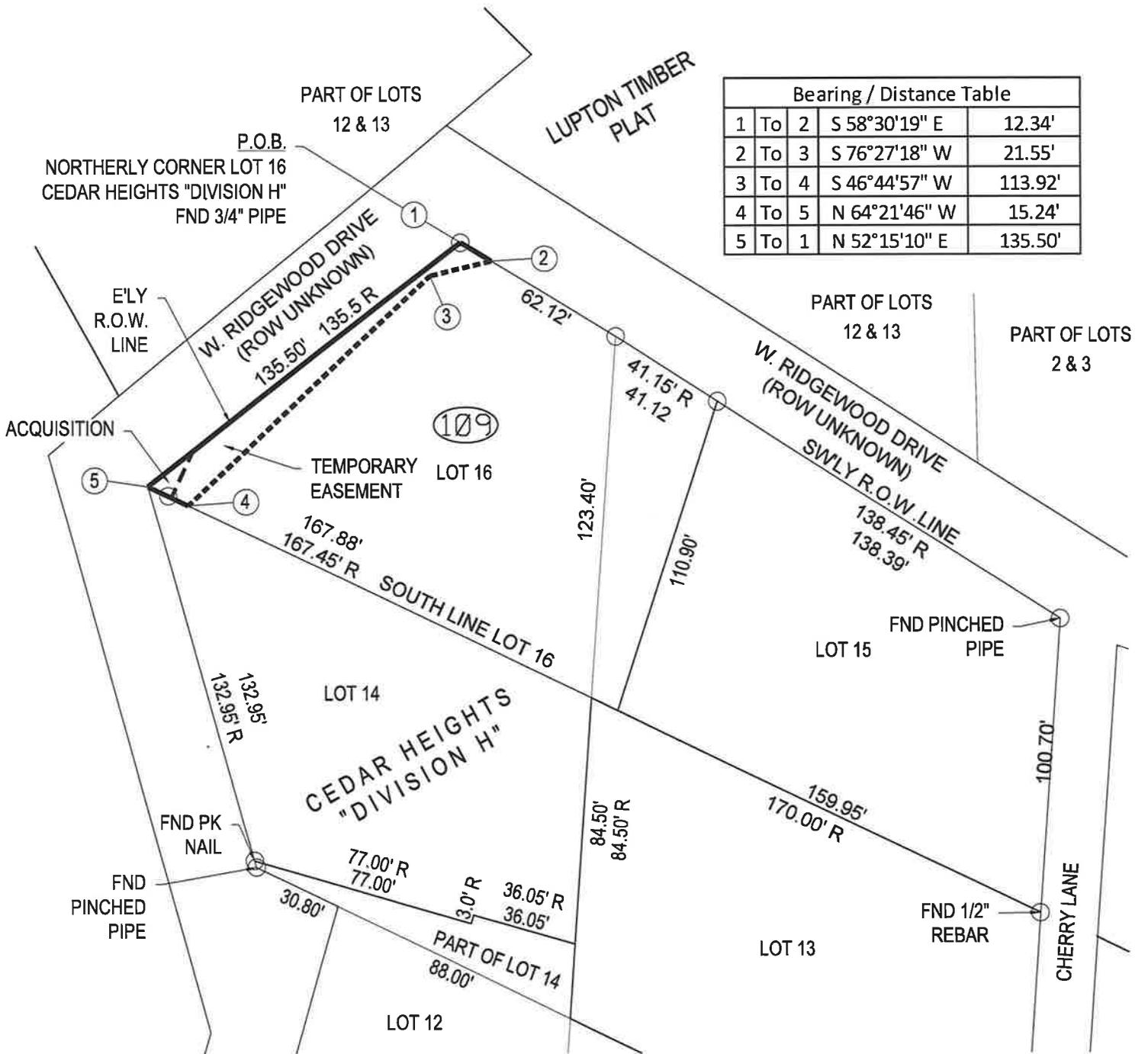
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 109  
OWNER: CHARLES HALL  
1424 W RIDGEWOOD DR  
CEDAR FALLS, IA 50613

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

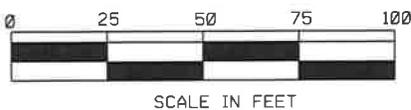
TEMPORARY EASEMENT = 1087 SF OF WHICH 76 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT = 1011 SF



| Bearing / Distance Table |    |   |                       |
|--------------------------|----|---|-----------------------|
| 1                        | To | 2 | S 58°30'19" E 12.34'  |
| 2                        | To | 3 | S 76°27'18" W 21.55'  |
| 3                        | To | 4 | S 46°44'57" W 113.92' |
| 4                        | To | 5 | N 64°21'46" W 15.24'  |
| 5                        | To | 1 | N 52°15'10" E 135.50' |

SHEET 1 OF 2

○ = FOUND 1" PIPE (UNLESS OTHERWISE NOTED)



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 12-09-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 109

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 109:

A parcel of land situated in part of Lot 16 of Cedar Heights "Division H" in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northerly corner of Lot 16 of said Cedar Heights Division H; thence South 58°30'19" East along the Southwesterly Right of Way line of West Ridgewood Drive, 12.34 feet; thence South 76°27'18" West, 21.55 feet; thence South 46°44'57" West, 113.92 feet to the South line of said Lot 16; thence North 64°21'46" West along said South line, 15.24 feet to the Easterly Right of Way line of West Ridgewood Drive; thence North 52°15'10" East along said Easterly Right of Way line, 135.50 feet to the Point of Beginning.

Temporary Easement Contains 1087 Square Feet of which 76 Square Feet is Acquisition.

Total Area of Temporary Easement is 1011 Square Feet.

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

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Charles W. Hall, a single person, (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Charles W. Hall  
Charles W. Hall

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 2 day of November,  
2022, by Charles W. Hall, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 16 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Charles Hall   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

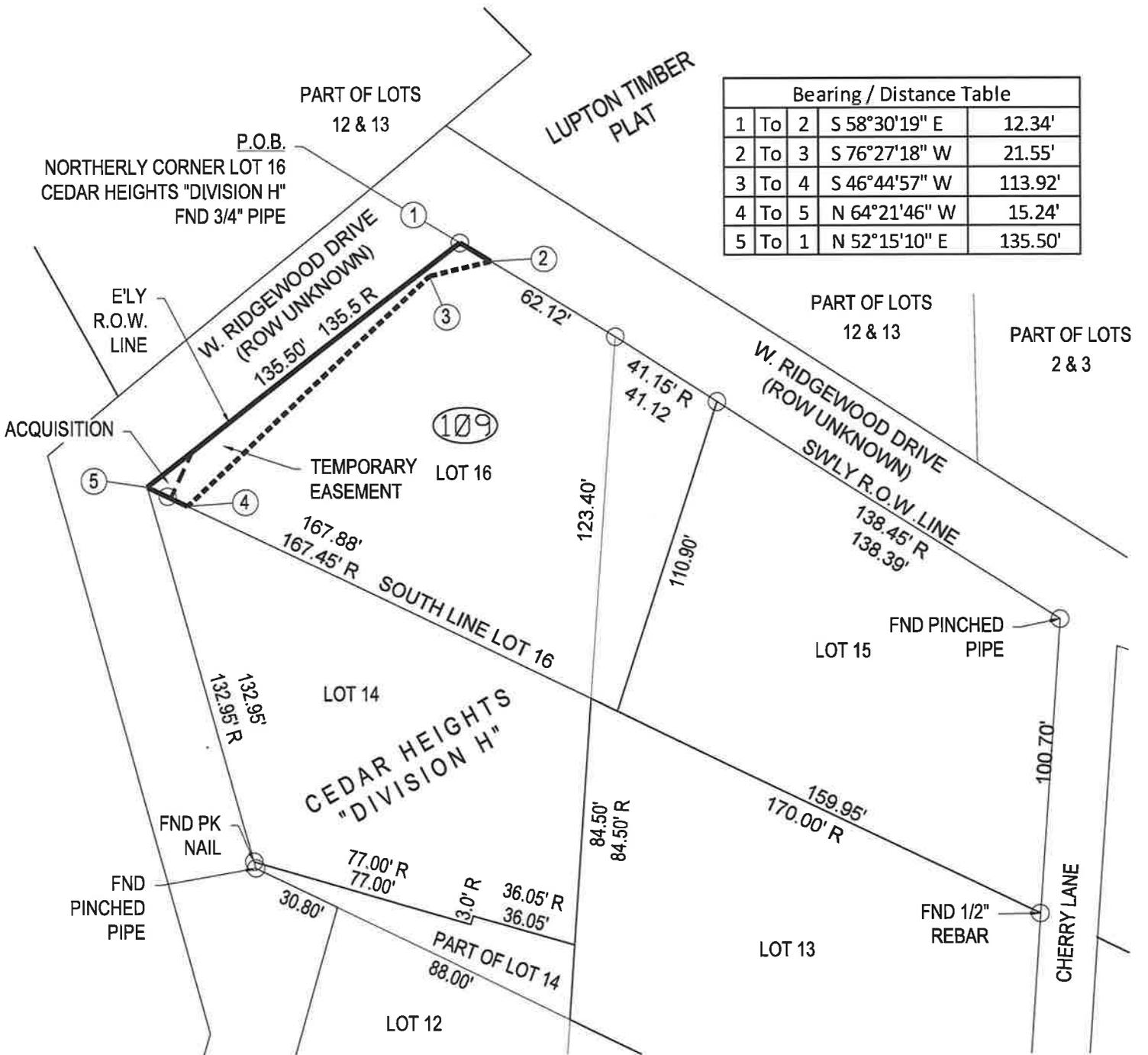
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 109  
OWNER: CHARLES HALL  
1424 W RIDGEWOOD DR  
CEDAR FALLS, IA 50613

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

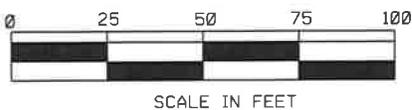
TEMPORARY EASEMENT = 1087 SF OF WHICH 76 SF IS ACQUISITION  
AREA OF TEMPORARY EASEMENT = 1011 SF



| Bearing / Distance Table |    |   |                       |
|--------------------------|----|---|-----------------------|
| 1                        | To | 2 | S 58°30'19" E 12.34'  |
| 2                        | To | 3 | S 76°27'18" W 21.55'  |
| 3                        | To | 4 | S 46°44'57" W 113.92' |
| 4                        | To | 5 | N 64°21'46" W 15.24'  |
| 5                        | To | 1 | N 52°15'10" E 135.50' |

SHEET 1 OF 2

○ = FOUND 1" PIPE (UNLESS OTHERWISE NOTED)



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 12-09-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 109

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 109:

A parcel of land situated in part of Lot 16 of Cedar Heights "Division H" in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northerly corner of Lot 16 of said Cedar Heights Division H; thence South  $58^{\circ}30'19''$  East along the Southwesterly Right of Way line of West Ridgewood Drive, 12.34 feet; thence South  $76^{\circ}27'18''$  West, 21.55 feet; thence South  $46^{\circ}44'57''$  West, 113.92 feet to the South line of said Lot 16; thence North  $64^{\circ}21'46''$  West along said South line, 15.24 feet to the Easterly Right of Way line of West Ridgewood Drive; thence North  $52^{\circ}15'10''$  East along said Easterly Right of Way line, 135.50 feet to the Point of Beginning.

Temporary Easement Contains 1087 Square Feet of which 76 Square Feet is Acquisition.

Total Area of Temporary Easement is 1011 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1513 Cherry Lane  
Parcel Number: 110  
Project Number: RC-09-3271

County Tax Parcel No: 891318276002  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Victor E. Schrage and Brooke L. Schrage, husband and wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 420.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 420.00      | TOTAL LUMP SUM               |                              |

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

|                      |               |          |
|----------------------|---------------|----------|
| Land by Fee Title    | _____ sq. ft. | \$ _____ |
| Underlying Fee Title | _____ sq. ft. | \$ _____ |
| Temporary Easement   | 1,049 sq. ft. | \$420.00 |
| Permanent Easement   | _____ sq. ft. | \$ _____ |
| Buildings            |               | \$ _____ |
| Other                |               | \$ _____ |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X *Victor E. Schrage* 11/10/2022  
 Victor E. Schrage Date

X *Brooke L. Schrage* 11/10/2022  
 Brooke L. Schrage Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 10<sup>th</sup> day of November, 2022, by  
Victor & Brooke Schrage

*Dan Frisch*  
 Signature of notarial officer  
 Commission number: 839541  
 Dan Frisch

5/19/25  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location;    | Part of Lot 15 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Victor E. & Brooke L. Schrage  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

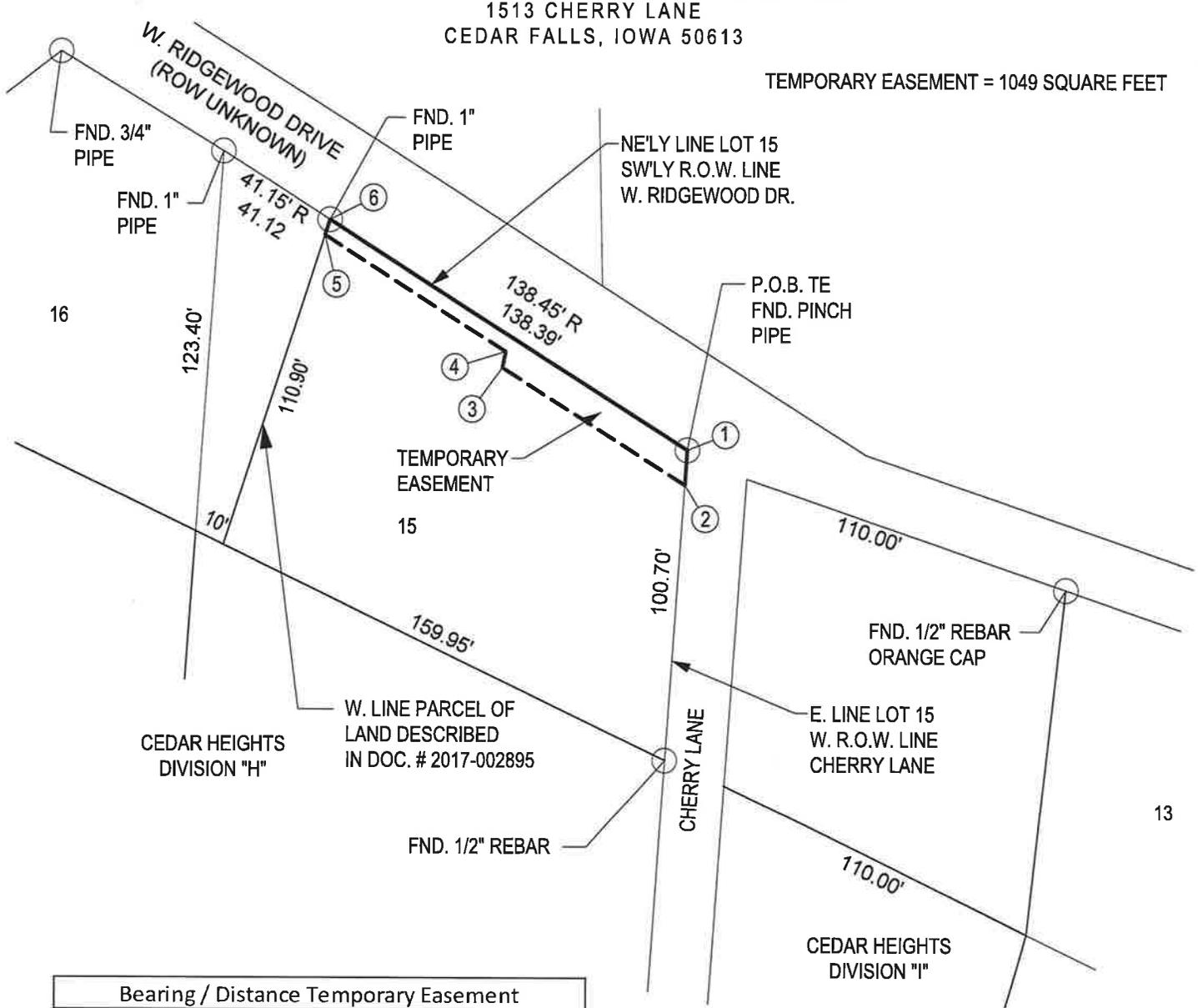
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 110

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: VICTOR E. SCHRAGE & BROOKE L. SCHRAGE  
1513 CHERRY LANE  
CEDAR FALLS, IOWA 50613

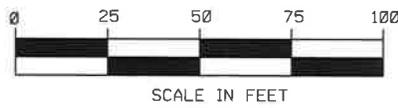
TEMPORARY EASEMENT = 1049 SQUARE FEET



| Bearing / Distance Temporary Easement |    |   |                    |                   |
|---------------------------------------|----|---|--------------------|-------------------|
| 1                                     | To | 2 | S 04 ° 04 ' 07 " W | 11.37'            |
| 2                                     | To | 3 | N 57 ° 31 ' 46 " W | 70.61'            |
| 3                                     | To | 4 | N 10 ° 46 ' 08 " E | 5.38'             |
| 4                                     | To | 5 | N 57 ° 31 ' 46 " W | 69.92'            |
| 5                                     | To | 6 | N 18 ° 06 ' 00 " E | 5.20'             |
| 6                                     | To | 1 | S 57 ° 30 ' 51 " E | 138.39' 138.45' R |

○ = FOUND PROPERTY CORNER (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

**08-24-2022**  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 110

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 110:

A parcel of land situated in part of Lot 15 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 15; thence South  $04^{\circ}04'07''$  West (assumed bearing for the purpose of this description) along the East line of said Lot 15, also being the West right-of-way line of Cherry Lane, 11.37 feet; thence North  $57^{\circ}31'46''$  West, 70.61 feet; thence North  $10^{\circ}46'08''$  East, 5.38 feet; thence North  $57^{\circ}31'46''$  West, 69.92 feet to the West line of a parcel of land described in Document Number 2017-002895 and recorded in Office of the Black Hawk County Recorder; thence North  $18^{\circ}06'00''$  East along said West line, 5.20 feet to the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive; thence South  $57^{\circ}30'51''$  East along the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive, 138.39 feet (138.45 feet record) to the Point of Beginning.

Containing 1049 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Victor E. Schrage and Brooke L. Schrage, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X [Signature]  
Victor E. Schrage

X [Signature]  
Brooke L. Schrage

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 10<sup>th</sup> day of November,  
2022 by ~~Victor~~ Victor ; Brooke Schrage, Grantors.

[Signature]  
Signature of notarial officer  
Commission number: 839541  
Stamp Dan Frisch

[Iowa notary]  
Title of Office

[My commission expires: 5/17/25 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 15 of Cedar Heights "Division H" in the city of Cedar Falls, Iowa       |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Victor E. & Brooke L. Schrage   |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

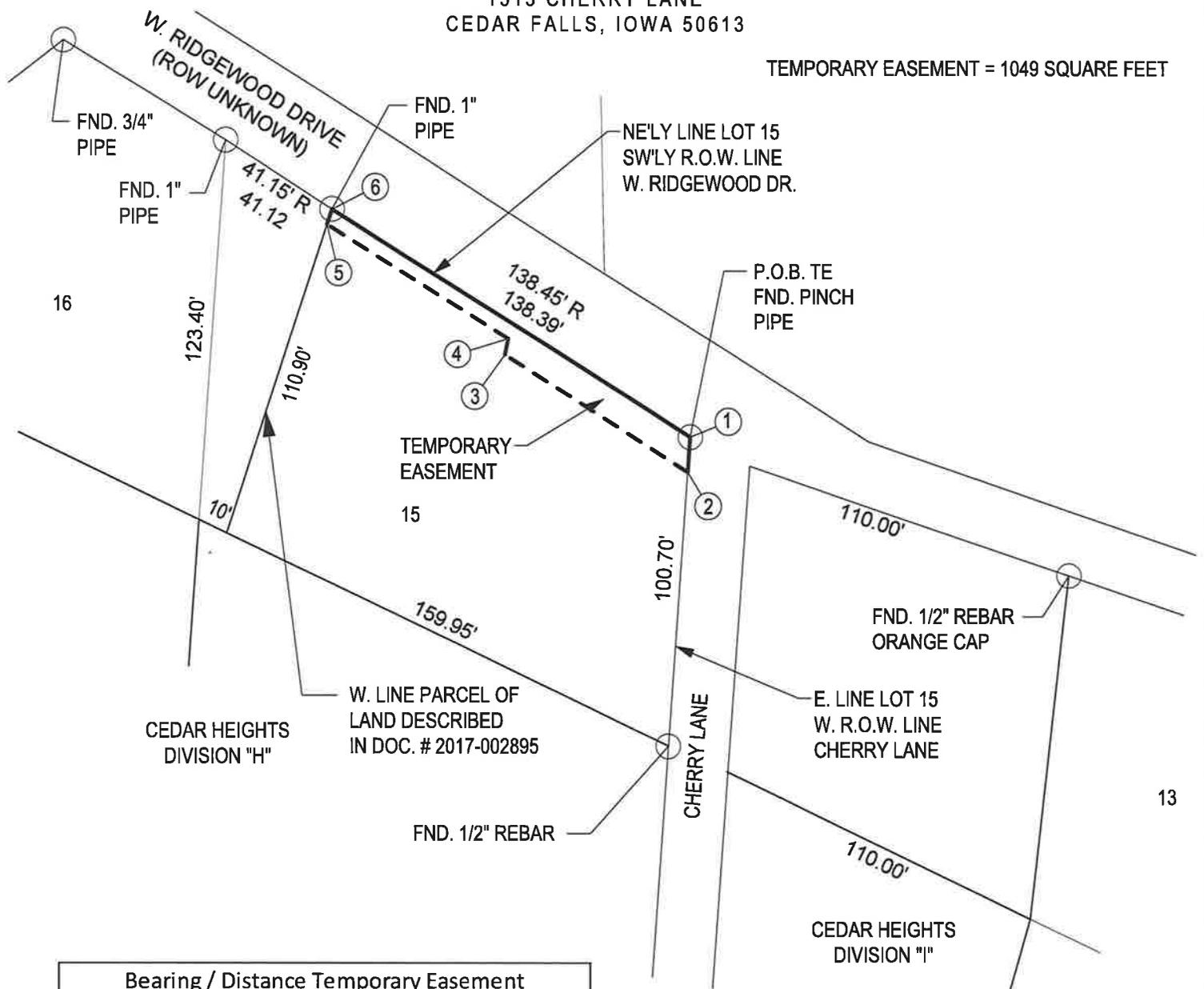
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 110

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

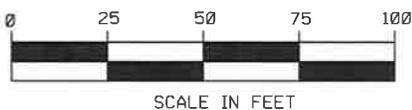
OWNER: VICTOR E. SCHRAGE & BROOKE L. SCHRAGE  
1513 CHERRY LANE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 1049 SQUARE FEET

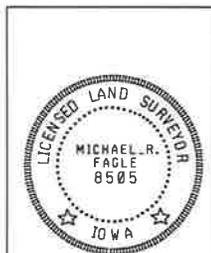


| Bearing / Distance Temporary Easement |    |   |                                      |
|---------------------------------------|----|---|--------------------------------------|
| 1                                     | To | 2 | S 04 ° 04 ' 07 " W 11.37'            |
| 2                                     | To | 3 | N 57 ° 31 ' 46 " W 70.61'            |
| 3                                     | To | 4 | N 10 ° 46 ' 08 " E 5.38'             |
| 4                                     | To | 5 | N 57 ° 31 ' 46 " W 69.92'            |
| 5                                     | To | 6 | N 18 ° 06 ' 00 " E 5.20'             |
| 6                                     | To | 1 | S 57 ° 30 ' 51 " E 138.39' 138.45' R |

○ = FOUND PROPERTY CORNER (AS NOTED)



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
**08-24-2022**  
Date

MICHAEL R. FAGLE  
License number 8505

My license renewal date is December 31, 2022

Pages or sheets covered by this seal  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 110

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 110:

A parcel of land situated in part of Lot 15 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 15; thence South  $04^{\circ}04'07''$  West (assumed bearing for the purpose of this description) along the East line of said Lot 15, also being the West right-of-way line of Cherry Lane, 11.37 feet; thence North  $57^{\circ}31'46''$  West, 70.61 feet; thence North  $10^{\circ}46'08''$  East, 5.38 feet; thence North  $57^{\circ}31'46''$  West, 69.92 feet to the West line of a parcel of land described in Document Number 2017-002895 and recorded in Office of the Black Hawk County Recorder; thence North  $18^{\circ}06'00''$  East along said West line, 5.20 feet to the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive; thence South  $57^{\circ}30'51''$  East along the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive, 138.39 feet (138.45 feet record) to the Point of Beginning.

Containing 1049 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1514 Cherry Lane  
Parcel Number: 111  
Project Number: RC-09-3271

County Tax Parcel No: 891318277001  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Michael O'Connell, single, and Katharine Chilocote, single, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>1,930.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>1,930.00</u> | TOTAL LUMP SUM               |                                     |

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

|                      |                    |                   |
|----------------------|--------------------|-------------------|
| Land by Fee Title    | <u>341</u> sq. ft. | <u>\$1,705.00</u> |
| Underlying Fee Title | _____ sq. ft.      | <u>\$ _____</u>   |
| Temporary Easement   | <u>561</u> sq. ft. | <u>\$ 225.00</u>  |
| Permanent Easement   | _____ sq. ft.      | <u>\$ _____</u>   |
| Buildings            |                    | <u>\$ _____</u>   |
| Other                |                    | <u>\$ _____</u>   |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X *[Signature]* 15 Nov 22  
 Michael O'Connell Date

X *[Signature]* 11-15-22  
 Katharine Chilocote Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 15 day of November, 2022, by Michael O'Connell and Katharine Chilocote

*[Signature]*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

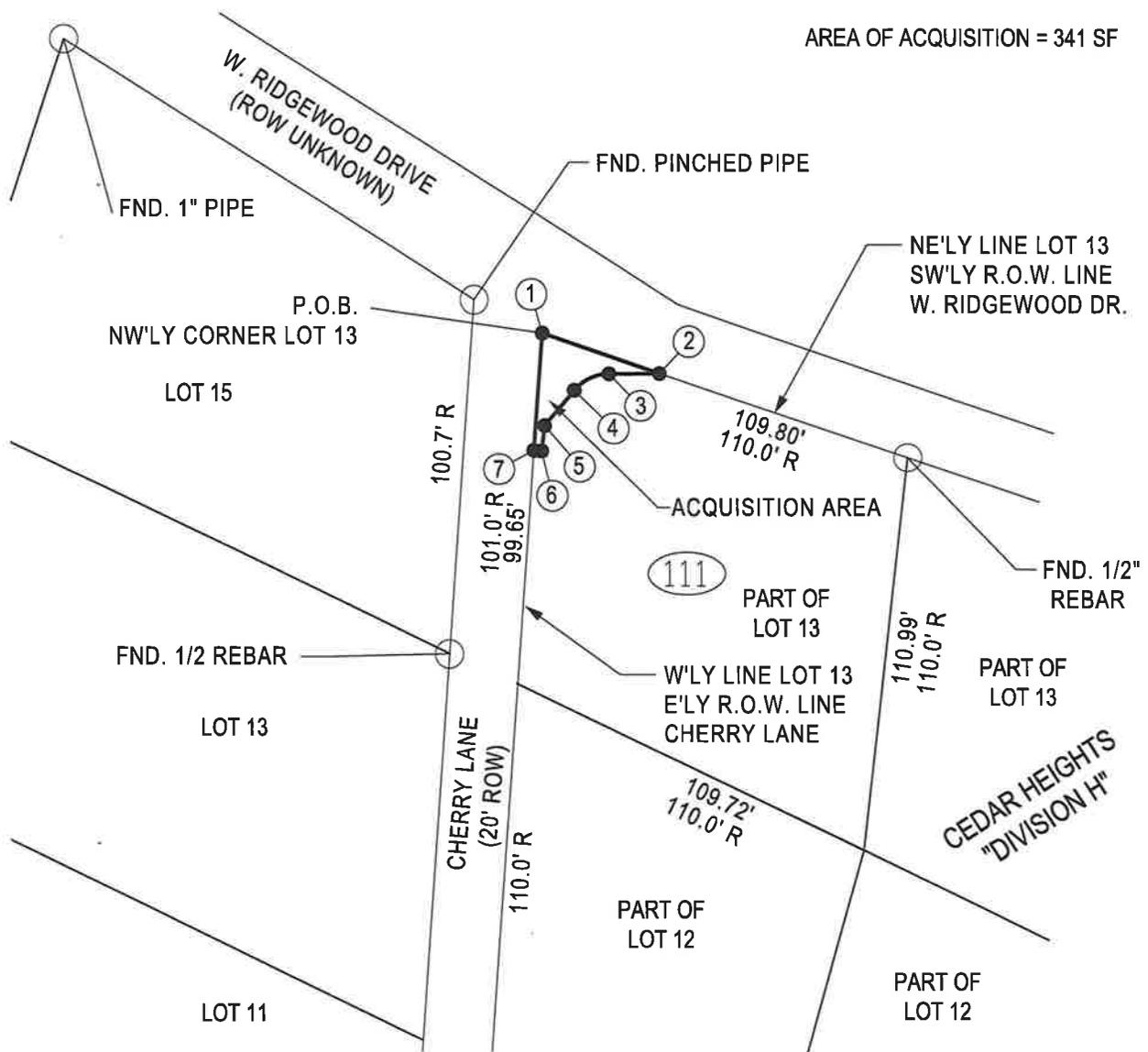
| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 13 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Michael O. Connell & Katharine Chilocote   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**ACQUISITION PLAT**  
**ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
 CEDAR HEIGHTS AREA  
 RECONSTRUCTION PROJECT  
 CEDAR FALLS, IOWA  
 CITY PROJECT NO. RC-09-3271  
 OWNER: MICHAEL O. CONNELL & KATHARINE CHILOCOTE  
 1514 CHERRY LANE  
 CEDAR FALLS, IOWA 50613

PROJECT PARCEL 111



AREA OF ACQUISITION = 341 SF

| Bearing / Distance |    |   |  |
|--------------------|----|---|--|
| 1                  | To | 2 | S 71° 09' 02" E 35.25'                               |
| 2                  | To | 3 | S 89° 35' 53" W 14.34'                               |
| 3                  | TO | 4 | R = 13.00' L = 11.30'<br>LC = S 64° 42' 13" W 10.95' |
| 4                  | To | 5 | S 39° 48' 12" W 13.16'                               |
| 5                  | To | 6 | S 06° 37' 40" W 7.39'                                |
| 6                  | To | 7 | N 84° 09' 43" W 2.22'                                |
| 7                  | To | 8 | N 04° 03' 52" E 33.48'                               |

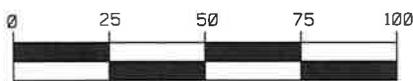
- = FOUND PROPERTY CORNER (AS NOTED)
- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505

SIGNED AUGUST 24, 2022

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
 Date

MICHAEL R. FAGLE  
 License number 8505  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this seal:  
 SHEETS 1 AND 2 OF 2



SCALE IN FEET

SHEET 1 OF 2

ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 111

Acquisition Description Parcel 111:

A parcel of land situated in part of Lot 13 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwesterly corner of said Lot 13; thence South  $71^{\circ}09'02''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 13, also being the Southwesterly right-of-way line of West Ridgemont Drive, 35.25 feet; thence South  $89^{\circ}35'53''$  West, 14.34 feet to the beginning of a curve concave Southeasterly and having a 13.00-foot radius and 10.95-foot long chord and bearing South  $64^{\circ}42'13''$  West, thence Southwesterly along said curve, 11.30 feet; thence South  $39^{\circ}48'12''$  West, 13.16 feet; thence South  $06^{\circ}37'40''$  West, 7.39 feet; thence North  $84^{\circ}09'43''$  West, 2.22 feet to the Westerly line of said Lot 13, also being the East right-of-way line of Cherry Lane; thence North  $04^{\circ}03'52''$  East along the Westerly line of said Lot 13, also being the East right-of-way line of Cherry Lane, 33.48 feet to the Point of Beginning.

Containing 341 Square Feet

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 13 of Cedar Heights "Division I" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Michael O. Connell & Katharine Chilocote   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

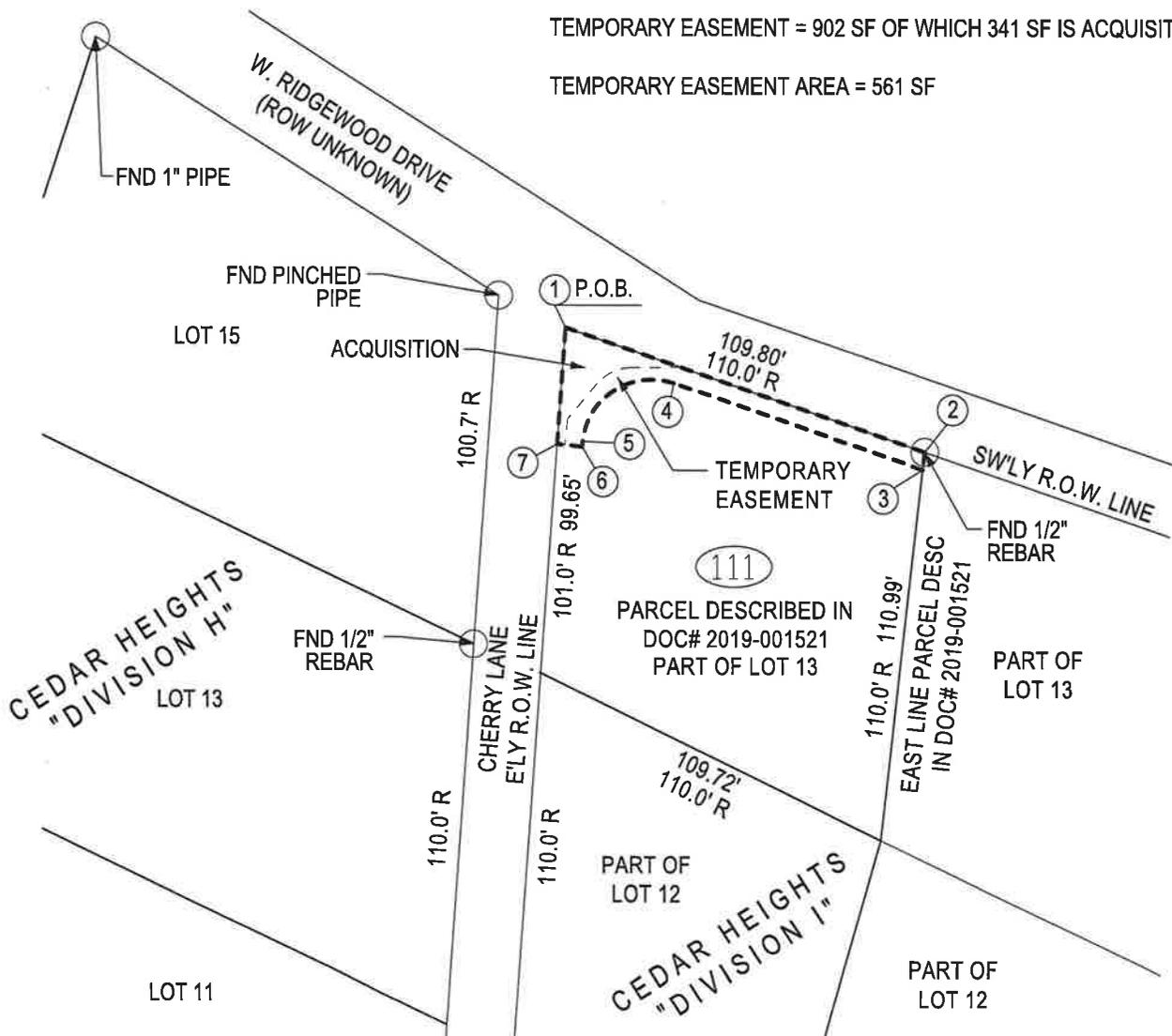
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 111

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

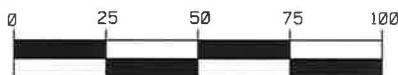
OWNER: MICHAEL O. CONNELL & KATHARINE CHILOCOTE  
1514 CHERRY LANE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 902 SF OF WHICH 341 SF IS ACQUISITION.  
TEMPORARY EASEMENT AREA = 561 SF



○ = FOUND PROPERTY CORNER (AS NOTED)

SIGNED AUGUST 24, 2022



SCALE IN FEET SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

08-24-2022

MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 111

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 111:

A parcel of land situated in part of Lot 13 of Cedar Heights "Division I", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northwesterly corner of said Lot 13; thence South  $71^{\circ}09'02''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 13, also being the Southwesterly right-of-way line of West Ridgmont Drive, 109.80 feet to the East line of a parcel of land described in Document #2019-001521; thence South  $06^{\circ}24'23''$  West along said East line, 5.12 feet; thence North  $71^{\circ}09'02''$  West, 76.11 feet to the beginning of a curve concave Southeasterly and having a 20.00-foot radius and 31.13-foot long chord having a bearing of South  $57^{\circ}44'19''$  West, thence Southwest along said curve, 35.68 feet; thence South  $06^{\circ}37'40''$  West, 1.54 feet; thence North  $84^{\circ}09'43''$  West, 7.22 feet to the Westerly line of said Lot 13, also being the Easterly right-of-way line of Cherry Lane; thence North  $04^{\circ}03'52''$  East along the Westerly line of said Lot 13, also being the Easterly right-of-way line of Cherry Lane, 33.48 feet to the Point of Beginning.

Temporary Easement contains 902 Square Feet of which 341 Square feet are acquisition.

Total Area of Temporary Easement is 561 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Michael O’Connell, single, and Katharine Chilocote, single (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Michael O'Connell 15 Nov 22  
Michael O'Connell

X Katharine Chilcote 11-15-22  
Katharine Chilcote

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 15 day of November,  
2022, by Michael O'Connell and Katharine Chilcote, Grantors.



Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 13 of Cedar Heights "Division I" in the city of Cedar Falls, Iowa    |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Michael O. Connell & Katharine Chilocote   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

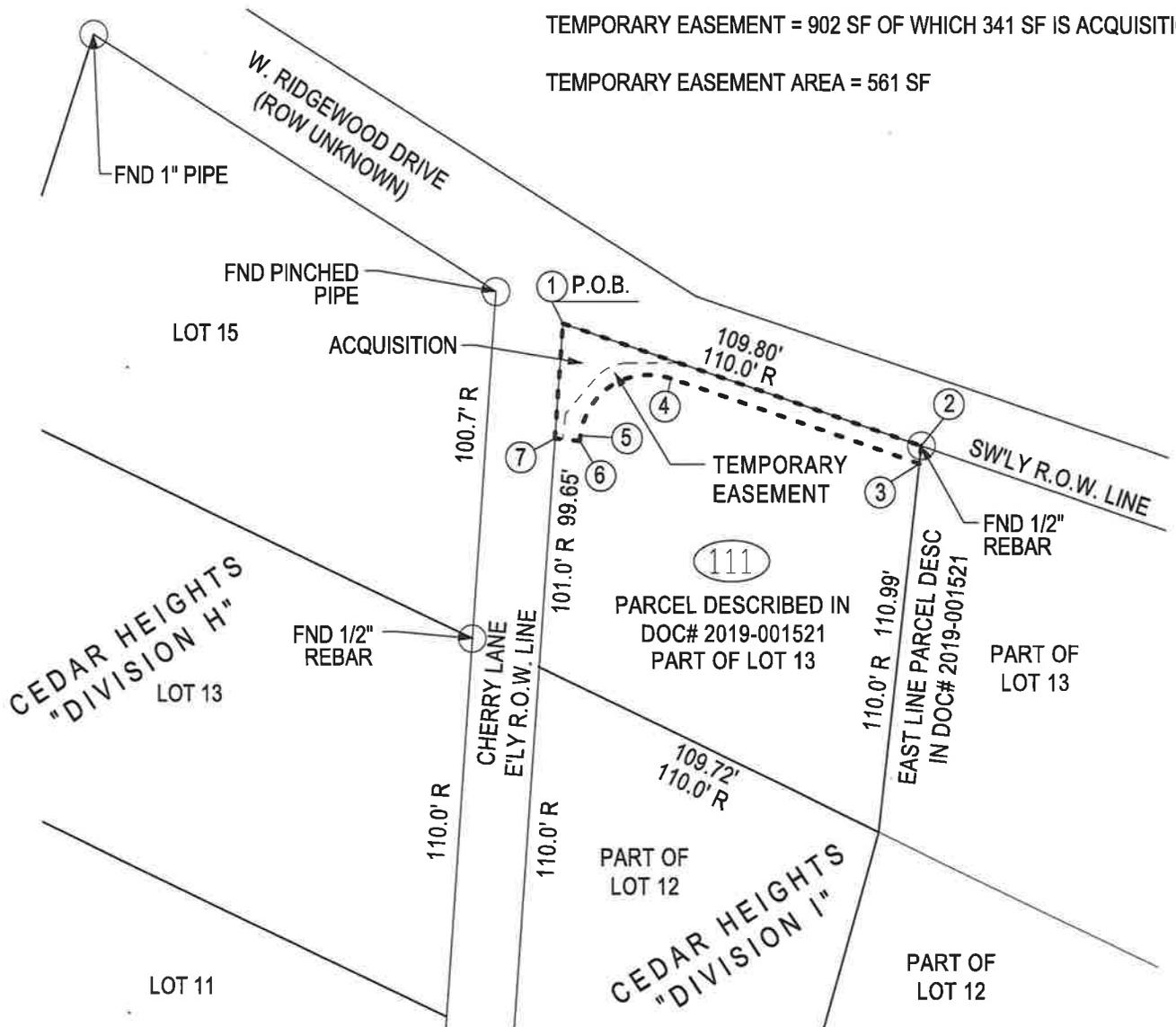
PROJECT PARCEL 111

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

OWNER: MICHAEL O. CONNELL & KATHARINE CHILOCOTE  
1514 CHERRY LANE  
CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 902 SF OF WHICH 341 SF IS ACQUISITION.

TEMPORARY EASEMENT AREA = 561 SF



○ = FOUND PROPERTY CORNER (AS NOTED)

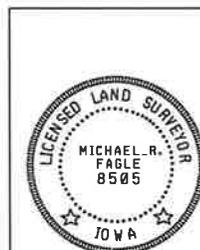
| Bearing / Distance Temporary Easement |    |   |   |         |
|---------------------------------------|----|---|---|---------|
| 1                                     | To | 2 | S 71° 09' 02" E   | 109.80' |
| 2                                     | To | 3 | S 06° 24' 23" W   | 5.12'   |
| 3                                     | To | 4 | N 71° 09' 02" W   | 76.11'  |
| 4                                     | To | 5 | R = 20.00' L = 35.68'<br>LC = S 57° 44' 19" W CH L = 31.13' |         |
| 5                                     | To | 6 | S 06° 37' 40" W   | 1.54'   |
| 6                                     | To | 7 | N 84° 09' 43" W   | 7.22'   |
| 7                                     | To | 1 | N 04° 03' 52" E   | 33.48'  |

SIGNED DECEMBER 9, 2022



SCALE IN FEET

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 12-09-2022  
Date

MICHAEL R. FAGLE

License number 8505

My license renewal date is December 31, 2022

Pages or sheets covered by this seal  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS; IOWA

Item 23.

PROJECT PARCEL 111

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 111:

A parcel of land situated in part of Lot 13 of Cedar Heights "Division I", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northwestern corner of said Lot 13; thence South  $71^{\circ}09'02''$  East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 13, also being the Southwesterly right-of-way line of West Ridgemont Drive, 109.80 feet to the East line of a parcel of land described in Document #2019-001521; thence South  $06^{\circ}24'23''$  West along said East line, 5.12 feet; thence North  $71^{\circ}09'02''$  West, 76.11 feet to the beginning of a curve concave Southeasterly and having a 20.00-foot radius and 31.13-foot long chord having a bearing of South  $57^{\circ}44'19''$  West, thence Southwest along said curve, 35.68 feet; thence South  $06^{\circ}37'40''$  West, 1.54 feet; thence North  $84^{\circ}09'43''$  West, 7.22 feet to the Westerly line of said Lot 13, also being the Easterly right-of-way line of Cherry Lane; thence North  $04^{\circ}03'52''$  East along the Westerly line of said Lot 13, also being the Easterly right-of-way line of Cherry Lane, 33.48 feet to the Point of Beginning.

Temporary Easement contains 902 Square Feet of which 341 Square feet are acquisition.

Total Area of Temporary Easement is 561 Square Feet.

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1421 W Ridgewood Drive  
Parcel Number: 112  
Project Number: RC-09-3271

County Tax Parcel No: 891318228007  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Kim P. Moore and Elizabeth Moore, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount   | Agreed Performance           | Date                                |
|------------------|------------------------------|-------------------------------------|
| \$ _____         | on right of possession       | _____                               |
| \$ _____         | on conveyance of title       | _____                               |
| \$ _____         | on surrender of possession   | _____                               |
| \$ <u>200.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>200.00</u> | TOTAL LUMP SUM               |                                     |

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

|                                     |                    |                 |
|-------------------------------------|--------------------|-----------------|
| Land by Fee Title                   | _____ sq. ft.      | \$ _____        |
| Underlying Fee Title                | _____ sq. ft.      | \$ _____        |
| Temporary Easement                  | <u>373</u> sq. ft. | <u>\$150.00</u> |
| Permanent Easement                  | _____ sq. ft.      | \$ _____        |
| Buildings                           |                    | \$ _____        |
| Other (minimum payment of \$200.00) |                    | <u>\$ 50.00</u> |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X Kim P. Moore 12.7.22  
 Kim P. Moore Date

X Elizabeth Moore 12/7/22  
 Elizabeth Moore Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 7 day of December, 2022, by Kim P. Moore and Elizabeth Moore

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of the Lots 12 & 13, Lupton Timber Plat  |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Kim P. Moore<br>Elizabeth Moore   |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

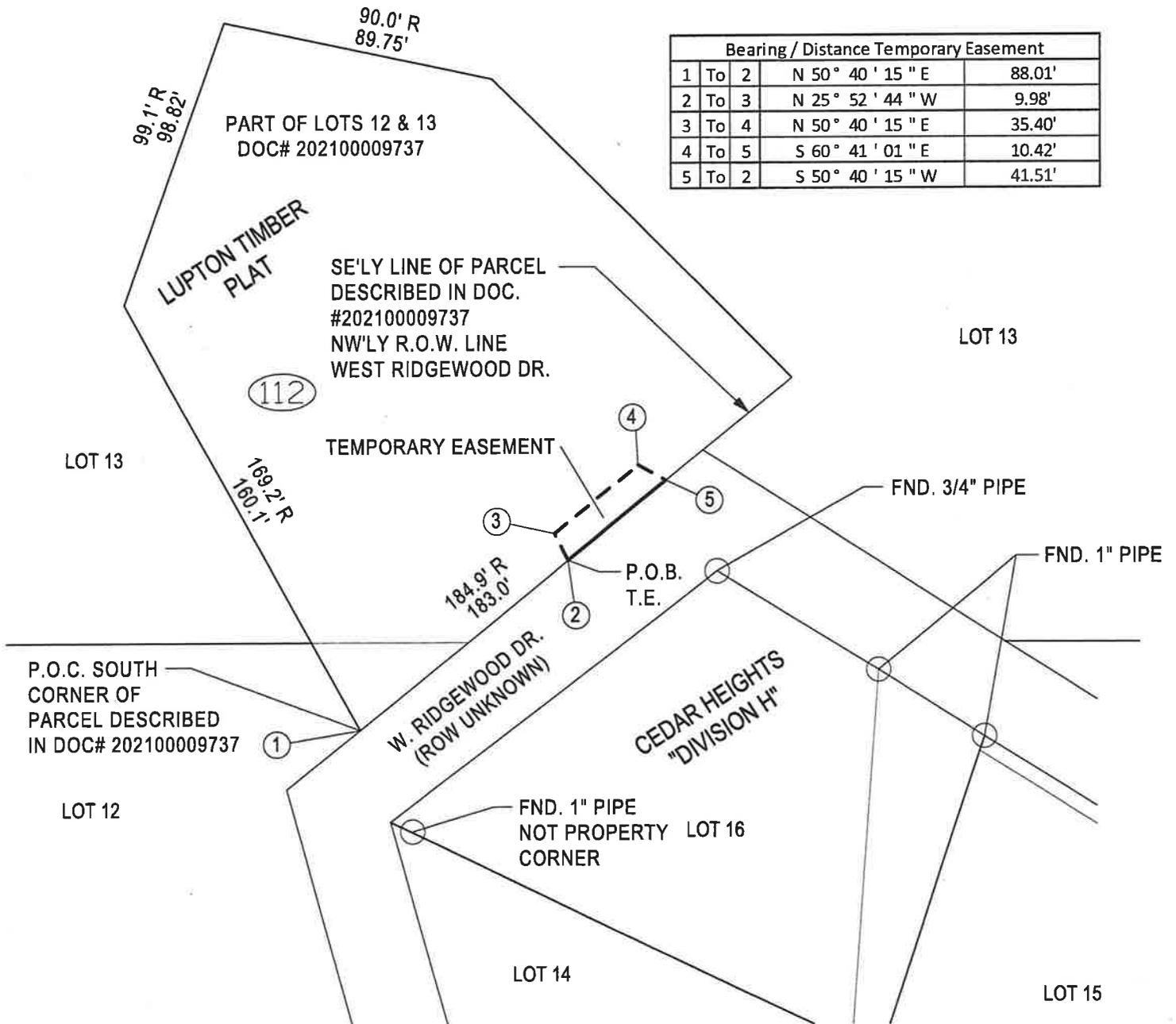
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: KIM P. MOORE  
ELIZABETH MOORE  
1421 WEST RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 112

TEMPORARY EASEMENT = 373 SQUARE FEET

| Bearing / Distance Temporary Easement |    |   |                 |        |
|---------------------------------------|----|---|-----------------|--------|
| 1                                     | To | 2 | N 50° 40' 15" E | 88.01' |
| 2                                     | To | 3 | N 25° 52' 44" W | 9.98'  |
| 3                                     | To | 4 | N 50° 40' 15" E | 35.40' |
| 4                                     | To | 5 | S 60° 41' 01" E | 10.42' |
| 5                                     | To | 2 | S 50° 40' 15" W | 41.51' |



SIGNED AUGUST 24, 2022

○ = FOUND PROPERTY CORNER (AS NOTED)



SCALE IN FEET

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 112

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 112:

A parcel of land situated in parts of Lot 12 and Lot 13 of Lupton Timber Plat, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the South Corner of a parcel of land described in Document Number 202100009737 and recorded in the Office of the Black Hawk County Recorder; thence North 50°40'15" East along the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive, 88.01 feet to the Point of Beginning; thence North 25°52'44" West, 9.98 feet; thence North 50°40'15" East, 35.40 feet; thence South 60°41'01" East, 10.42' feet to the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive ; thence South 50°40'15" West along the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive, 41.51 feet to the Point of Beginning.

Containing 373 Square Feet.

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

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Kim P. Moore and Elizabeth Moore, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

x Kim P. Moore  
Kim P. Moore

x Elizabeth Moore  
Elizabeth Moore

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7 day of December,  
2022, by Kim P. Moore and Elizabeth Moore, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

Iowa notary ]  
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of the Lots 12 & 13, Lupton Timber Plat  |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Kim P. Moore<br>Elizabeth Moore   |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

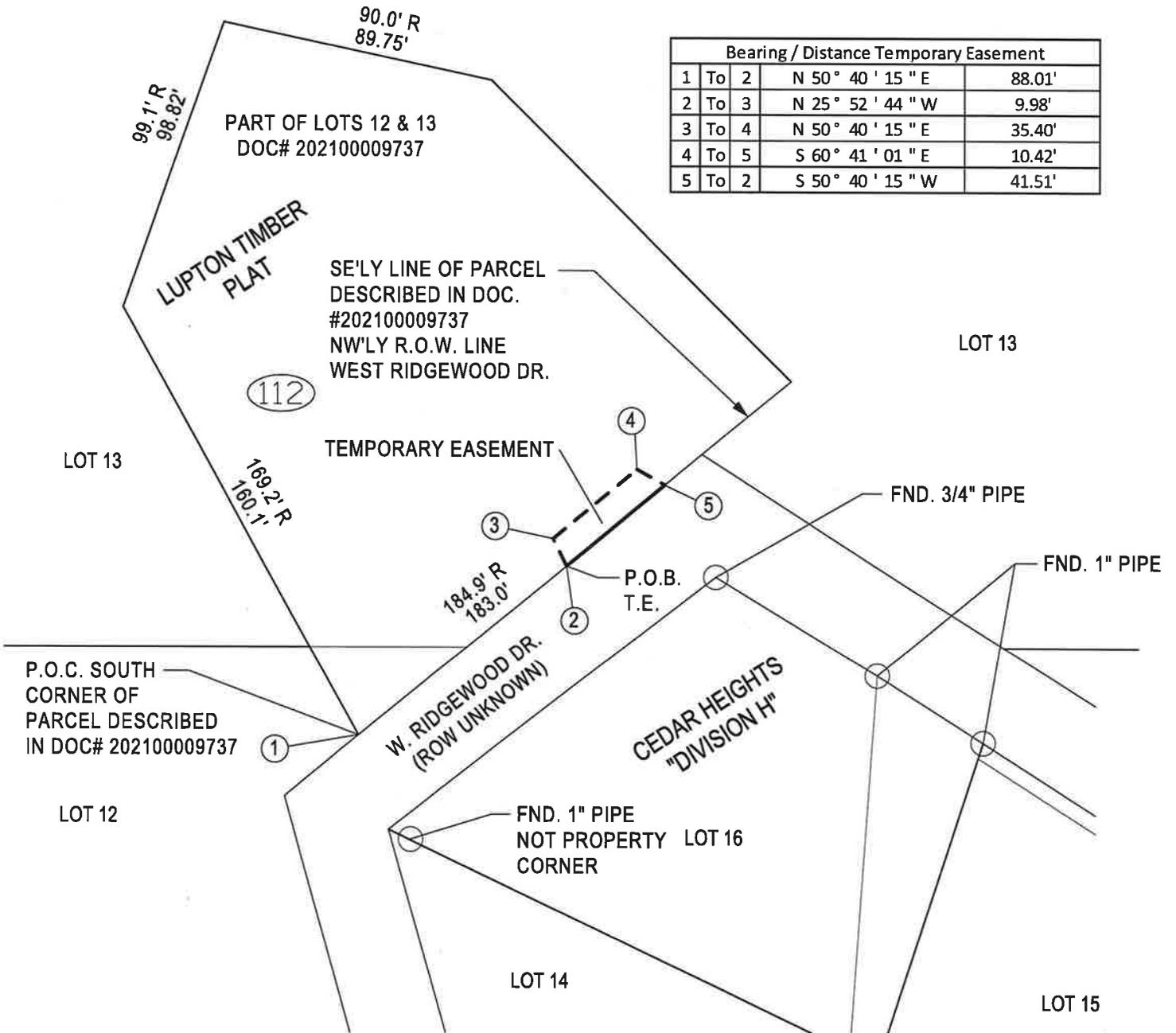
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271  
OWNER: KIM P. MOORE  
ELIZABETH MOORE  
1421 WEST RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 112

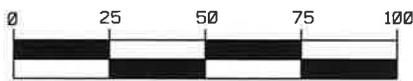
TEMPORARY EASEMENT = 373 SQUARE FEET

| Bearing / Distance Temporary Easement |    |   |                 |        |
|---------------------------------------|----|---|-----------------|--------|
| 1                                     | To | 2 | N 50° 40' 15" E | 88.01' |
| 2                                     | To | 3 | N 25° 52' 44" W | 9.98'  |
| 3                                     | To | 4 | N 50° 40' 15" E | 35.40' |
| 4                                     | To | 5 | S 60° 41' 01" E | 10.42' |
| 5                                     | To | 2 | S 50° 40' 15" W | 41.51' |



SIGNED AUGUST 24, 2022

○ = FOUND PROPERTY CORNER (AS NOTED)



SCALE IN FEET SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 08-24-2022  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 112

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 112:

A parcel of land situated in parts of Lot 12 and Lot 13 of Lupton Timber Plat, City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the South Corner of a parcel of land described in Document Number 202100009737 and recorded in the Office of the Black Hawk County Recorder; thence North  $50^{\circ}40'15''$  East along the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive, 88.01 feet to the Point of Beginning; thence North  $25^{\circ}52'44''$  West, 9.98 feet; thence North  $50^{\circ}40'15''$  East, 35.40 feet; thence South  $60^{\circ}41'01''$  East, 10.42' feet to the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive ; thence South  $50^{\circ}40'15''$  West along the Southeasterly line of said parcel, also being the Northwesterly right-of-way line of West Ridgemont Drive, 41.51 feet to the Point of Beginning.

Containing 373 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2015 Timber Drive  
Parcel Number: 201  
Project Number: RC-09-3271

County Tax Parcel No: 891317302002  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Jay T. Lees and Julie C. Lowell, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 2,055.00    | on possession and conveyance | 60 days after Buyer approval |
| \$ 2,055.00    | TOTAL LUMP SUM               |                              |

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

|                                 |               |           |
|---------------------------------|---------------|-----------|
| Land by Fee Title               | _____ sq. ft. | \$ _____  |
| Underlying Fee Title            | _____ sq. ft. | \$ _____  |
| Temporary Easement              | 1,473 sq. ft. | \$ 590.00 |
| Permanent Easement              | 385 sq. ft.   | \$ 965.00 |
| Buildings                       |               | \$ _____  |
| Landscaping – removal of 1 tree |               | \$ 500.00 |

- 4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X Jay T. Lees      11/9/2022  
 Jay T. Lees      Date

X Julie C. Lowell      Nov. 9, 22  
 Julie C. Lowell      Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 9 day of November, 2022, by Jay T. Lees, and Julie C. Lowell

Brianna Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend

|             |  |
|-------------|--|
| Location:   | Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:  | City of Cedar Falls, Iowa  |
| Proprietor: | Jay Lees & Julie Lowell  |
| Surveyor:   | Michael R. Fagle   |
| Company:    | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To   | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

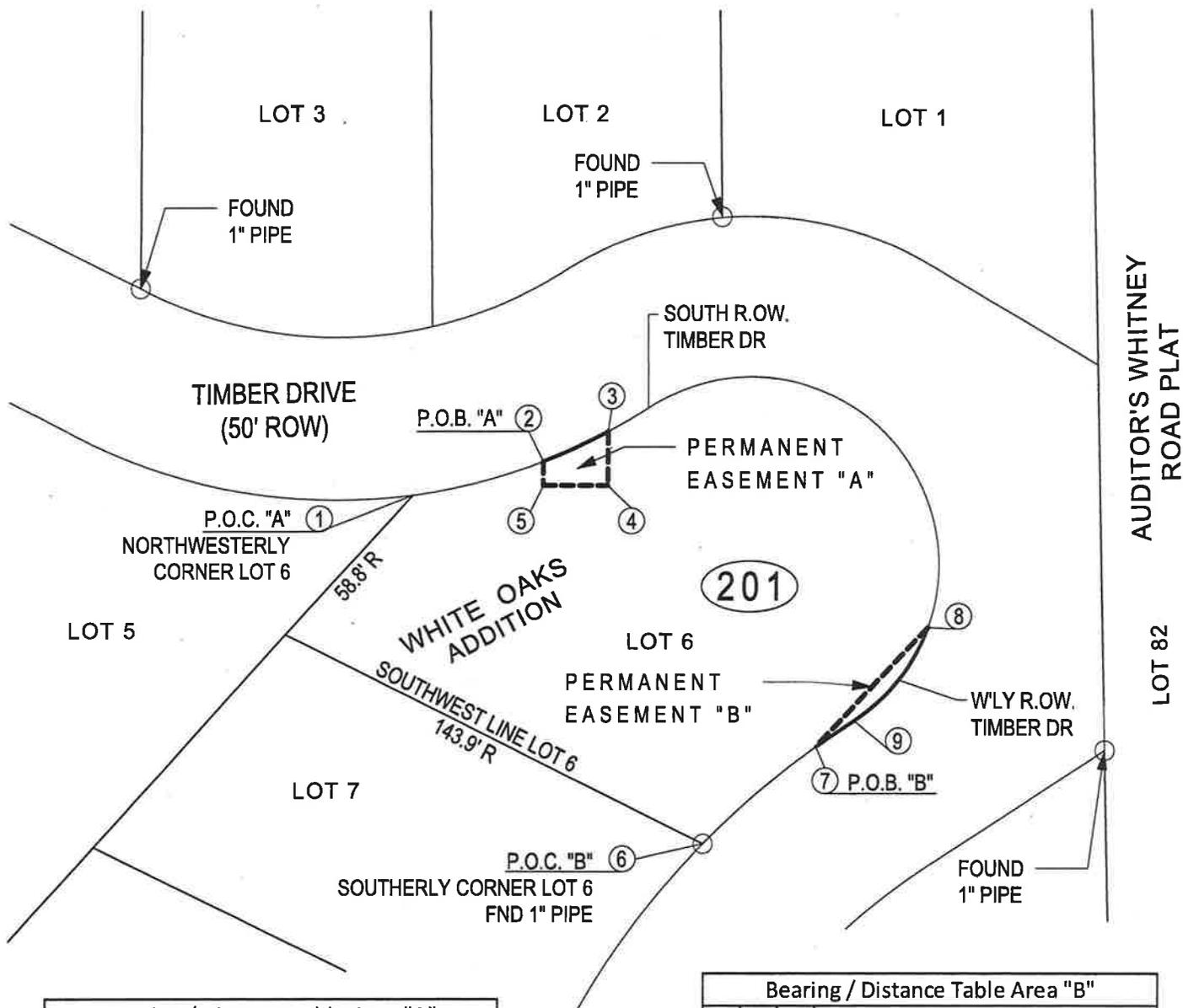
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

AREA OF PERMANENT EASEMENT "A" = 232 SQUARE FEET  
AREA OF PERMANENT EASEMENT "B" = 153 SQUARE FEET  
TOTAL PERMANENT EASEMENT AREA = 385 SQUARE FEET

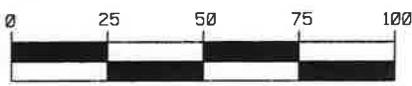


|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 1 | to | 2 | R = 178.60'        | L = 41.60'    |
|   |    |   | LC = N 75°44'54" E | CH L = 41.51' |
| 2 | to | 3 | R = 178.60'        | L = 21.98'    |
|   |    |   | LC = N 65°32'56" E | CH L = 21.97' |
| 3 | to | 4 | S 00° 00' 00" E    | 16.40'        |
| 4 | to | 5 | N 90° 00' 00" W    | 20.00'        |
| 5 | to | 2 | N 00° 00' 00" W    | 7.31'         |

|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 6 | to | 7 | R = 253.43'        | L = 46.04'    |
|   |    |   | LC = N 49°10'34" E | CH L = 45.98' |
| 7 | to | 8 | N 43° 03' 58" E    | 50.52'        |
| 8 | to | 9 | R = 58.00'         | L = 37.50'    |
|   |    |   | LC = S 38°08'17" W | CH L = 36.85' |
| 9 | to | 7 | R = 253.43'        | L = 14.16'    |
|   |    |   | LC = S 55°58'55" W | CH L = 14.16' |

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS ARE BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W



SCALE IN FEET



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

Description Permanent Easement "A":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northwesterly corner of Lot 6 of said White Oaks Addition, thence along a curve concave northwesterly having a 178.60 foot radius and a 41.51 foot long chord bearing North 75°44'54" East, said curve also being the South Right of Way line of Timber Drive, a distance of 41.60 feet to the Point of Beginning; thence continuing along said South Right of Way and along a curve concave northwesterly having a 178.60 foot radius and a 21.97 foot long chord bearing North 65°32'56" East, 21.98 feet; thence South 00°00'00" East, 16.40 feet; thence North 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 7.31 feet to the Point of Beginning.

Containing 232 Square Feet.

Description Permanent Easement "B":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southerly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northwesterly having a 253.43 foot radius and a 45.98 foot long chord bearing North 49°10'34" East, said curve also being the Westerly Right of Way line of Timber Drive, a distance of 46.04 feet to the Point of Beginning; thence North 43°03'58" East, 50.52 feet to said Westerly Right of Way line; thence along a curve concave Northwesterly having a 58.00 foot radius and a 36.85 foot long chord bearing South 38°8'17" West, said curve also being said Westerly Right of Way line, a distance of 37.50 feet; thence along a curve concave Northwesterly having a 253.43 foot radius and a 14.16 foot long chord bearing South 55°58'55" West, also being said Westerly Right of Way line, 14.16 feet to the Point of Beginning.

Containing 153 Square Feet.

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jay Lees & Julie Lowell  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

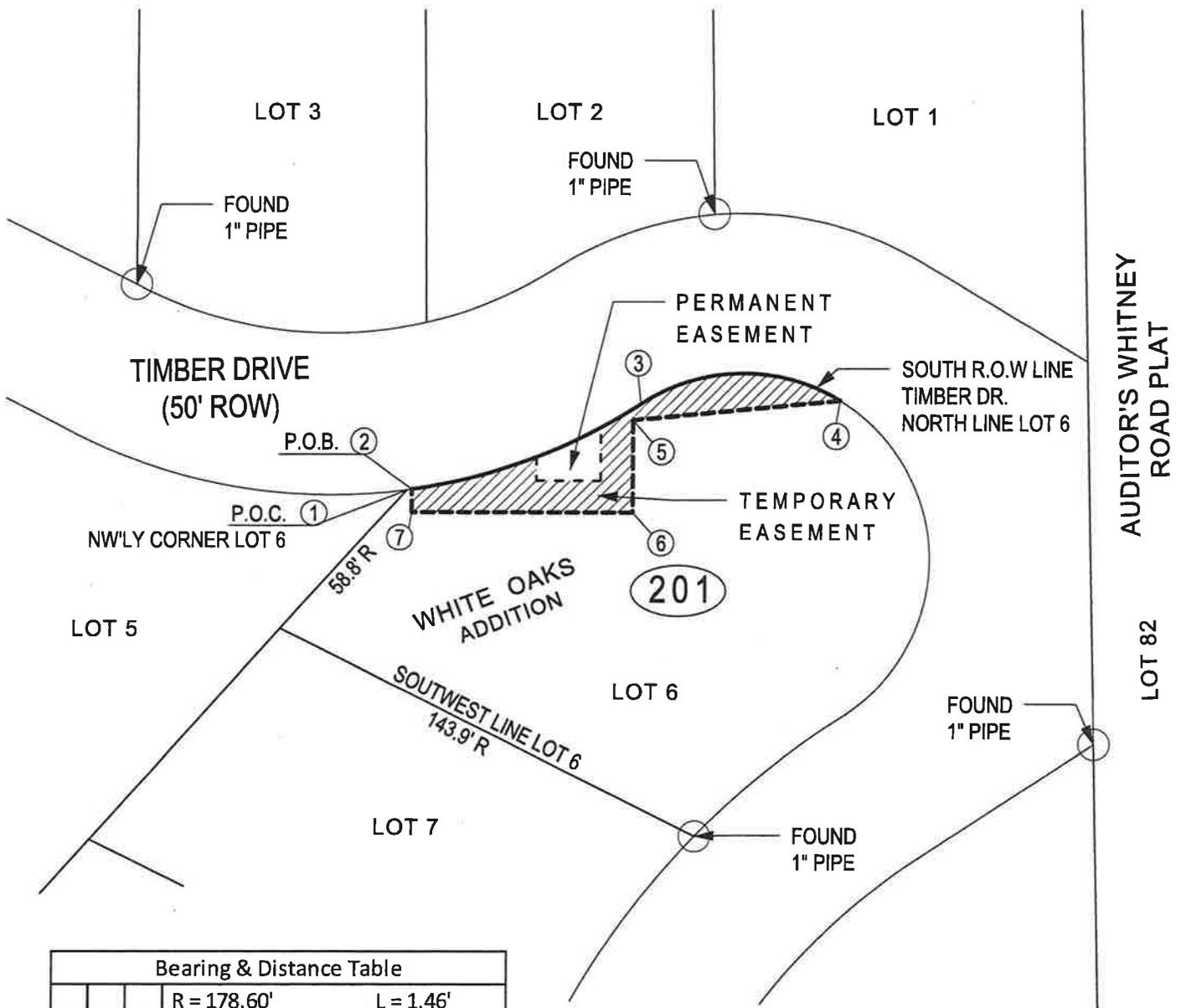
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1705 SQUARE FEET  
OF WHICH 232 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1473 SQUARE FEET

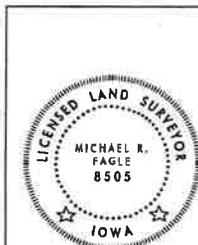
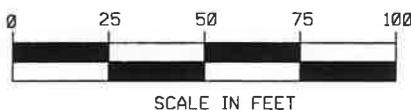


| Point | to | Bearing | Distance   |
|-------|----|---------|--|
| 1     | to | 2       | R = 178.60' L = 1.46'<br>LC = N 82°11'12" E CH L = 1.46'   |
| 2     | to | 3       | R = 178.60' L = 76.54'<br>LC = N 69°40'31" E CH L = 75.95' |
| 3     | to | 4       | R = 58.00' L = 65.37'<br>LC = N 88°56'53" E CH L = 61.96'  |
| 4     | to | 5       | S 84° 34' 10" W 64.68'                                     |
| 5     | to | 6       | S 00° 00' 00" E 28.69'                                     |
| 6     | to | 7       | N 90° 00' 00" W 68.78'                                     |
| 7     | to | 2       | N 00° 00' 00" W 7.29'                                      |

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

Description Temporary Easement Parcel 201:

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Commencing at the Northwesterly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northerly and having a 178.60 foot radius and a 1.46 foot long chord bearing North 82°11'12" East, said curve also being the South Right of Way line of Timber Drive, a distance of 1.46 feet to the Point of Beginning; thence continuing along said South Right of Way along a curve concave Northwesterly having a 178.60 foot radius and a 75.95 foot long chord bearing North 69°40'31" East, 76.54 feet; thence continuing along said South Right of Way along a curve concave Southerly having a 58.00 foot radius and 61.96 foot long chord bearing North 88°56'53" East, 65.37 feet; thence South 84°34'10" West, 64.68 feet; thence South 00°0'0" East, 28.69 feet; thence North 90°0'0" West, 68.78 feet; thence North 00°0'0" West, 7.29 feet to the Point of Beginning.

Temporary Easement containing 1705 Square Feet of which 232 Square Feet is Permanent Easement.

Total Area of Temporary Easement is 1473 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jay T. Lees and Julie C. Lowell, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Jay T. Lees  
Jay T. Lees

X Julie C. Lowell  
Julie C. Lowell

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 9 day of November,  
2022, by Jay T. Lees and Julie C. Lowell, Grantors.



Brianna Keeney  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jay Lees & Julie Lowell  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

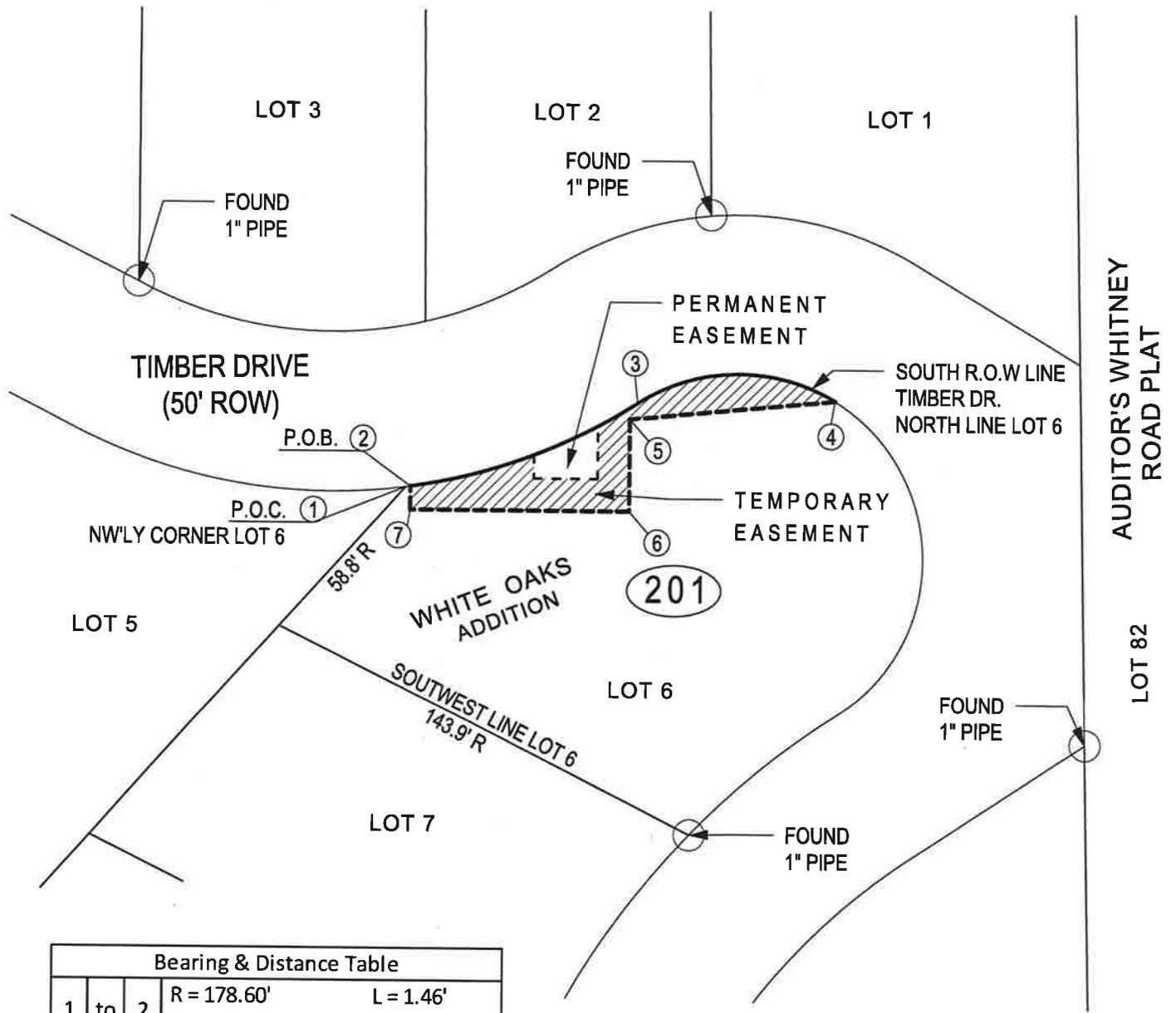
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1705 SQUARE FEET  
OF WHICH 232 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1473 SQUARE FEET

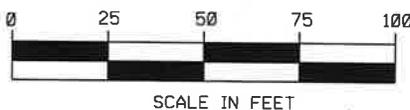


| Point  | Bearing            | Distance      |
|--------|--------------------|---------------|
| 1 to 2 | R = 178.60'        | L = 1.46'     |
|        | LC = N 82°11'12" E | CH L = 1.46'  |
| 2 to 3 | R = 178.60'        | L = 76.54'    |
|        | LC = N 69°40'31" E | CH L = 75.95' |
| 3 to 4 | R = 58.00'         | L = 65.37'    |
|        | LC = N 88°56'53" E | CH L = 61.96' |
| 4 to 5 | S 84° 34' 10" W    | 64.68'        |
| 5 to 6 | S 00° 00' 00" E    | 28.69'        |
| 6 to 7 | N 90° 00' 00" W    | 68.78'        |
| 7 to 2 | N 00° 00' 00" W    | 7.29'         |

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W

SHEET 1 OF 2



SCALE IN FEET



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

9-21-22  
Date

397

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 201

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 201:

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northwesterly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northerly and having a 178.60 foot radius and a 1.46 foot long chord bearing North  $82^{\circ}11'12''$  East, said curve also being the South Right of Way line of Timber Drive, a distance of 1.46 feet to the Point of Beginning; thence continuing along said South Right of Way along a curve concave Northwesterly having a 178.60 foot radius and a 75.95 foot long chord bearing North  $69^{\circ}40'31''$  East, 76.54 feet; thence continuing along said South Right of Way along a curve concave Southerly having a 58.00 foot radius and 61.96 foot long chord bearing North  $88^{\circ}56'53''$  East, 65.37 feet; thence South  $84^{\circ}34'10''$  West, 64.68 feet; thence South  $00^{\circ}0'0''$  East, 28.69 feet; thence North  $90^{\circ}0'0''$  West, 68.78 feet; thence North  $00^{\circ}0'0''$  West, 7.29 feet to the Point of Beginning.

Temporary Easement containing 1705 Square Feet of which 232 Square Feet is Permanent Easement.

Total Area of Temporary Easement is 1473 Square Feet.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## PERMANENT WATER MAIN EASEMENT AGREEMENT

Jay T. Lees and Julie C. Lowell, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Area "B" in the Permanent Easement Exhibit and Legal Description Attached. (hereinafter referred to as "Easement Area")

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Water Main, including all associated infrastructure and connections.**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Permanent Water Main Easement Agreement on this 9 day of Nov, 2022

Jay T. Lees  
Jay T. Lees

Julie C. Lowell  
Julie C. Lowell

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 9 day of November, 2022 by Jay T. Lees and Julie C. Lowell



Brianna Keeney  
Notary Public in and for the State of Iowa

ACCEPTANCE OF PERMANENT WATER MAIN EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Permanent Water Main Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jay Lees & Julie Lowell  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

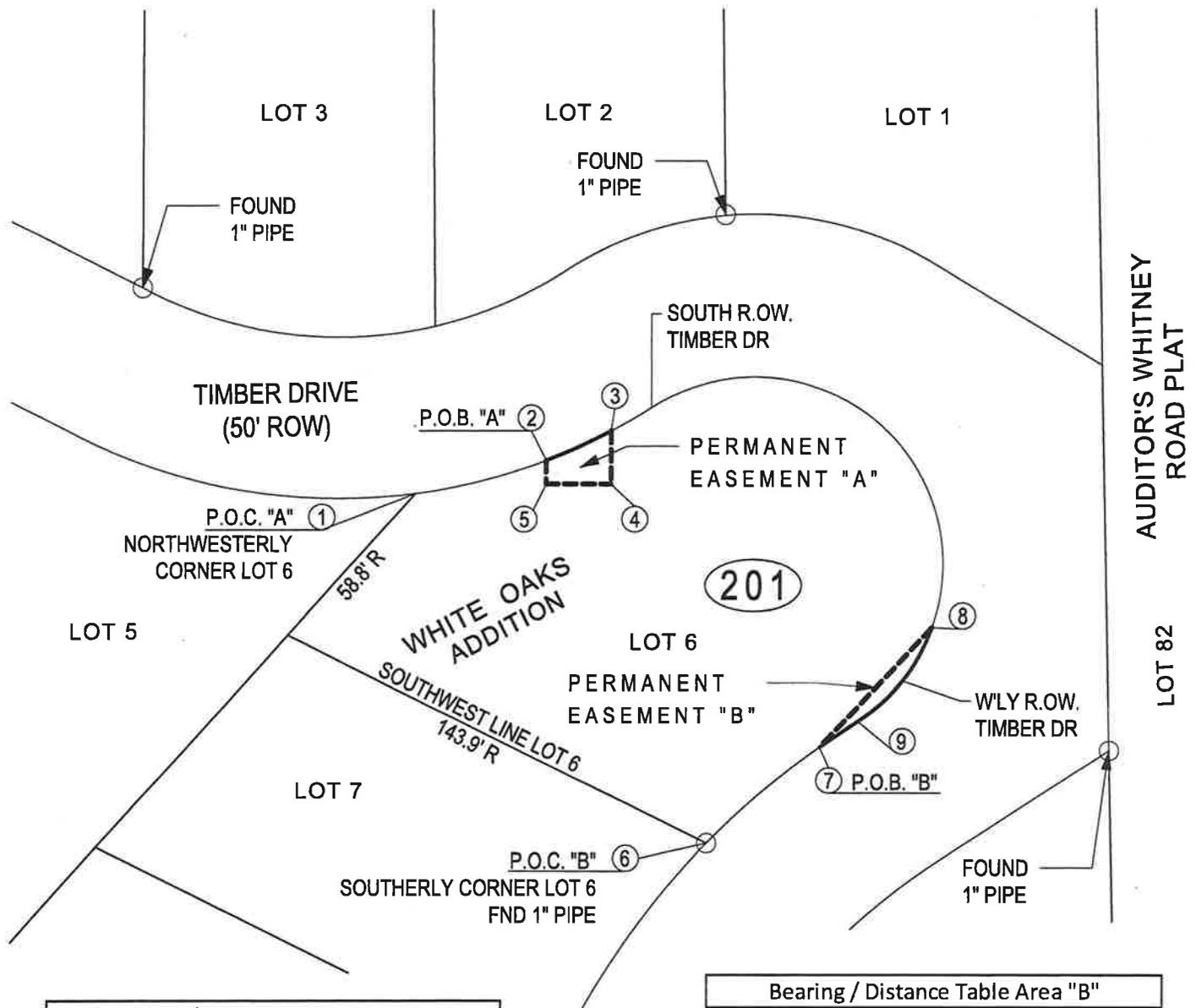
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

AREA OF PERMANENT EASEMENT "A" = 232 SQUARE FEET  
AREA OF PERMANENT EASEMENT "B" = 153 SQUARE FEET  
TOTAL PERMANENT EASEMENT AREA = 385 SQUARE FEET



|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 1 | to | 2 | R = 178.60'        | L = 41.60'    |
|   |    |   | LC = N 75°44'54" E | CH L = 41.51' |
| 2 | to | 3 | R = 178.60'        | L = 21.98'    |
|   |    |   | LC = N 65°32'56" E | CH L = 21.97' |
| 3 | to | 4 | S 00° 00' 00" E    | 16.40'        |
| 4 | to | 5 | N 90° 00' 00" W    | 20.00'        |
| 5 | to | 2 | N 00° 00' 00" W    | 7.31'         |

|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 6 | to | 7 | R = 253.43'        | L = 46.04'    |
|   |    |   | LC = N 49°10'34" E | CH L = 45.98' |
| 7 | to | 8 | N 43° 03' 58" E    | 50.52'        |
| 8 | to | 9 | R = 58.00'         | L = 37.50'    |
|   |    |   | LC = S 38°08'17" W | CH L = 36.85' |
| 9 | to | 7 | R = 253.43'        | L = 14.16'    |
|   |    |   | LC = S 55°58'55" W | CH L = 14.16' |

○ = PROPERTY CORNER FOUND (AS NOTED)

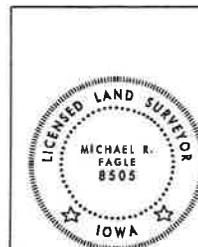
NOTE: BEARINGS ARE BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W



SCALE IN FEET



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505

My license renewal date is December 31, 2022

Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

402

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 201

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Easement "A":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northwestern corner of Lot 6 of said White Oaks Addition, thence along a curve concave northwesterly having a 178.60 foot radius and a 41.51 foot long chord bearing North 75°44'54" East, said curve also being the South Right of Way line of Timber Drive, a distance of 41.60 feet to the Point of Beginning; thence continuing along said South Right of Way and along a curve concave northwesterly having a 178.60 foot radius and a 21.97 foot long chord bearing North 65°32'56" East, 21.98 feet; thence South 00°00'00" East, 16.40 feet; thence North 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 7.31 feet to the Point of Beginning.

Containing 232 Square Feet.

Description Permanent Easement "B":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southerly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northwesterly having a 253.43 foot radius and a 45.98 foot long chord bearing North 49°10'34" East, said curve also being the Westerly Right of Way line of Timber Drive, a distance of 46.04 feet to the Point of Beginning; thence North 43°03'58" East, 50.52 feet to said Westerly Right of Way line; thence along a curve concave Northwesterly having a 58.00 foot radius and a 36.85 foot long chord bearing South 38°8'17" West, said curve also being said Westerly Right of Way line, a distance of 37.50 feet; thence along a curve concave Northwesterly having a 253.43 foot radius and a 14.16 foot long chord bearing South 55°58'55" West, also being said Westerly Right of Way line, 14.16 feet to the Point of Beginning.

Containing 153 Square Feet.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## **STORM SEWER AND DRAINAGE EASEMENT AGREEMENT**

Jay T. Lees and Julie C. Lowell, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Area "A" in the Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.
6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.
8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.
9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.
10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.
11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 9 day of Nov, 2022

Jay T. Lees  
Jay T. Lees

Julie C. Lowell  
Julie C. Lowell

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 9 day of November, 2022, by Jay T. Lees and Julie C. Lowell



Brianna Keeney  
Notary Public in and for the State of Iowa

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

| Index Ledger |  |
|--------------|--|
| Location:    | Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Jay Lees & Julie Lowell  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

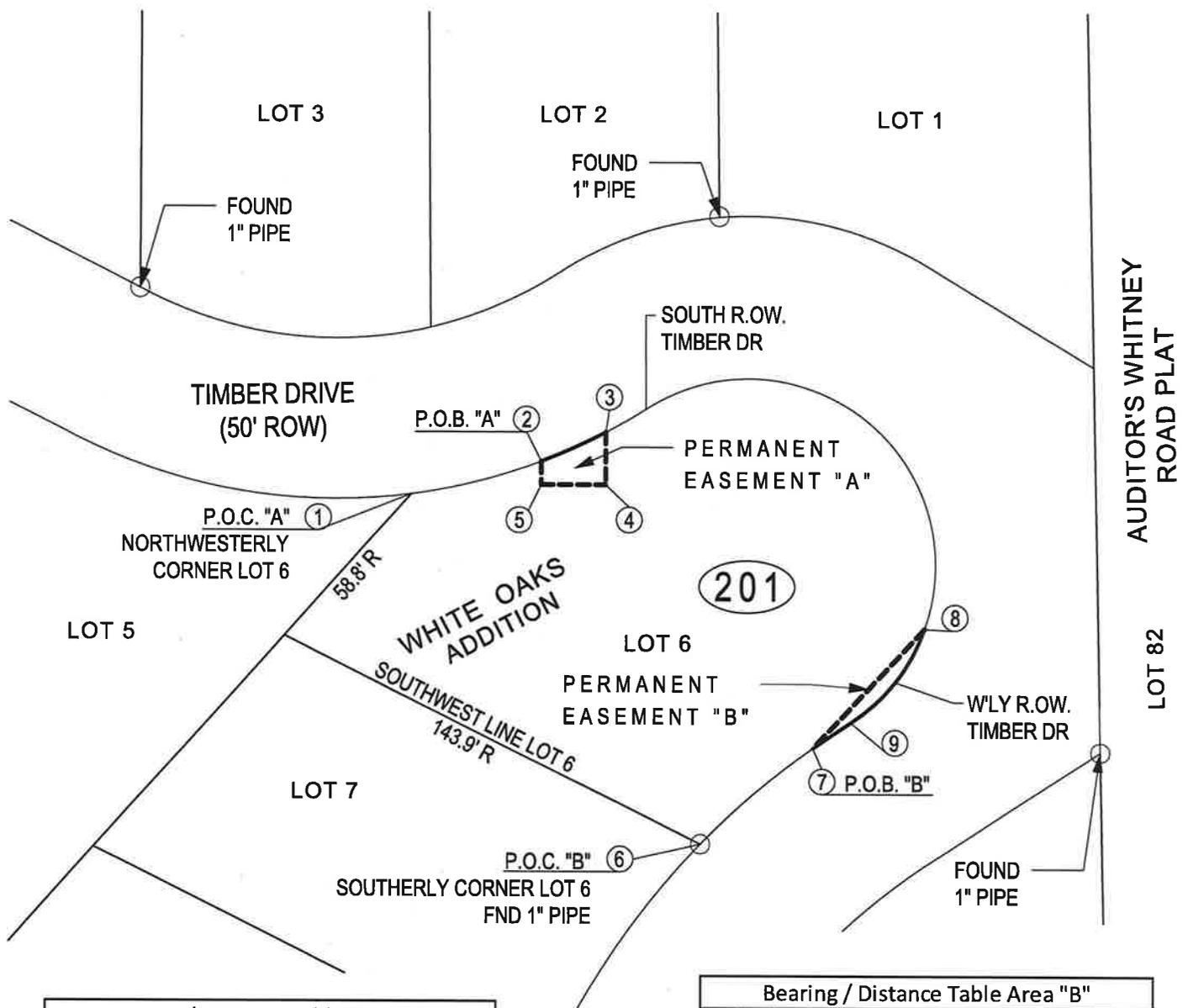
## PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

AREA OF PERMANENT EASEMENT "A" = 232 SQUARE FEET  
AREA OF PERMANENT EASEMENT "B" = 153 SQUARE FEET  
TOTAL PERMANENT EASEMENT AREA = 385 SQUARE FEET

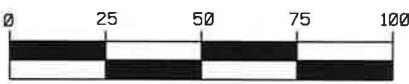


|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 1 | to | 2 | R = 178.60'        | L = 41.60'    |
|   |    |   | LC = N 75°44'54" E | CH L = 41.51' |
| 2 | to | 3 | R = 178.60'        | L = 21.98'    |
|   |    |   | LC = N 65°32'56" E | CH L = 21.97' |
| 3 | to | 4 | S 00° 00' 00" E    | 16.40'        |
| 4 | to | 5 | N 90° 00' 00" W    | 20.00'        |
| 5 | to | 2 | N 00° 00' 00" W    | 7.31'         |

|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 6 | to | 7 | R = 253.43'        | L = 46.04'    |
|   |    |   | LC = N 49°10'34" E | CH L = 45.98' |
| 7 | to | 8 | N 43° 03' 58" E    | 50.52'        |
| 8 | to | 9 | R = 58.00'         | L = 37.50'    |
|   |    |   | LC = S 38°08'17" W | CH L = 36.85' |
| 9 | to | 7 | R = 253.43'        | L = 14.16'    |
|   |    |   | LC = S 55°58'55" W | CH L = 14.16' |

○ = PROPERTY CORNER FOUND (AS NOTED)

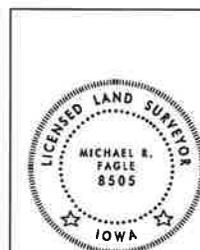
NOTE: BEARINGS ARE BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W



SCALE IN FEET



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022

Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

407

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 201

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Easement "A":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northwesterly corner of Lot 6 of said White Oaks Addition, thence along a curve concave northwesterly having a 178.60 foot radius and a 41.51 foot long chord bearing North 75°44'54" East, said curve also being the South Right of Way line of Timber Drive, a distance of 41.60 feet to the Point of Beginning; thence continuing along said South Right of Way and along a curve concave northwesterly having a 178.60 foot radius and a 21.97 foot long chord bearing North 65°32'56" East, 21.98 feet; thence South 00°00'00" East, 16.40 feet; thence North 90°00'00" West, 20.00 feet; thence North 00°00'00" West, 7.31 feet to the Point of Beginning.

Containing 232 Square Feet.

Description Permanent Easement "B":

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southerly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northwesterly having a 253.43 foot radius and a 45.98 foot long chord bearing North 49°10'34" East, said curve also being the Westerly Right of Way line of Timber Drive, a distance of 46.04 feet to the Point of Beginning; thence North 43°03'58" East, 50.52 feet to said Westerly Right of Way line; thence along a curve concave Northwesterly having a 58.00 foot radius and a 36.85 foot long chord bearing South 38°8'17" West, said curve also being said Westerly Right of Way line, a distance of 37.50 feet; thence along a curve concave Northwesterly having a 253.43 foot radius and a 14.16 foot long chord bearing South 55°58'55" West, also being said Westerly Right of Way line, 14.16 feet to the Point of Beginning.

Containing 153 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 2524 Timber Drive  
Parcel Number: 202  
Project Number: RC-09-3271

County Tax Parcel No: 891317301004  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between F. Kevin Sanders and Janet G. Sanders, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount   | Agreed Performance           | Date                                |
|------------------|------------------------------|-------------------------------------|
| \$ _____         | on right of possession       | _____                               |
| \$ _____         | on conveyance of title       | _____                               |
| \$ _____         | on surrender of possession   | _____                               |
| \$ <u>840.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>840.00</u> | TOTAL LUMP SUM               |                                     |

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

|                      |                      |                 |
|----------------------|----------------------|-----------------|
| Land by Fee Title    | _____ sq. ft.        | \$ _____        |
| Underlying Fee Title | _____ sq. ft.        | \$ _____        |
| Temporary Easement   | <u>1,091</u> sq. ft. | <u>\$440.00</u> |
| Permanent Easement   | <u>159</u> sq. ft.   | <u>\$400.00</u> |
| Buildings            |                      | \$ _____        |
| Other                |                      | \$ _____        |

- 4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend

|             |   |
|-------------|---|
| Location:   | Part of Lot 1 in White Oaks Addition in the City of Cedar Falls, Iowa               |
| Requestor:  | City of Cedar Falls, Iowa   |
| Proprietor: | F.K. and Janet Sanders  |
| Surveyor:   | Michael R. Fagle  |
| Company:    | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To   | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

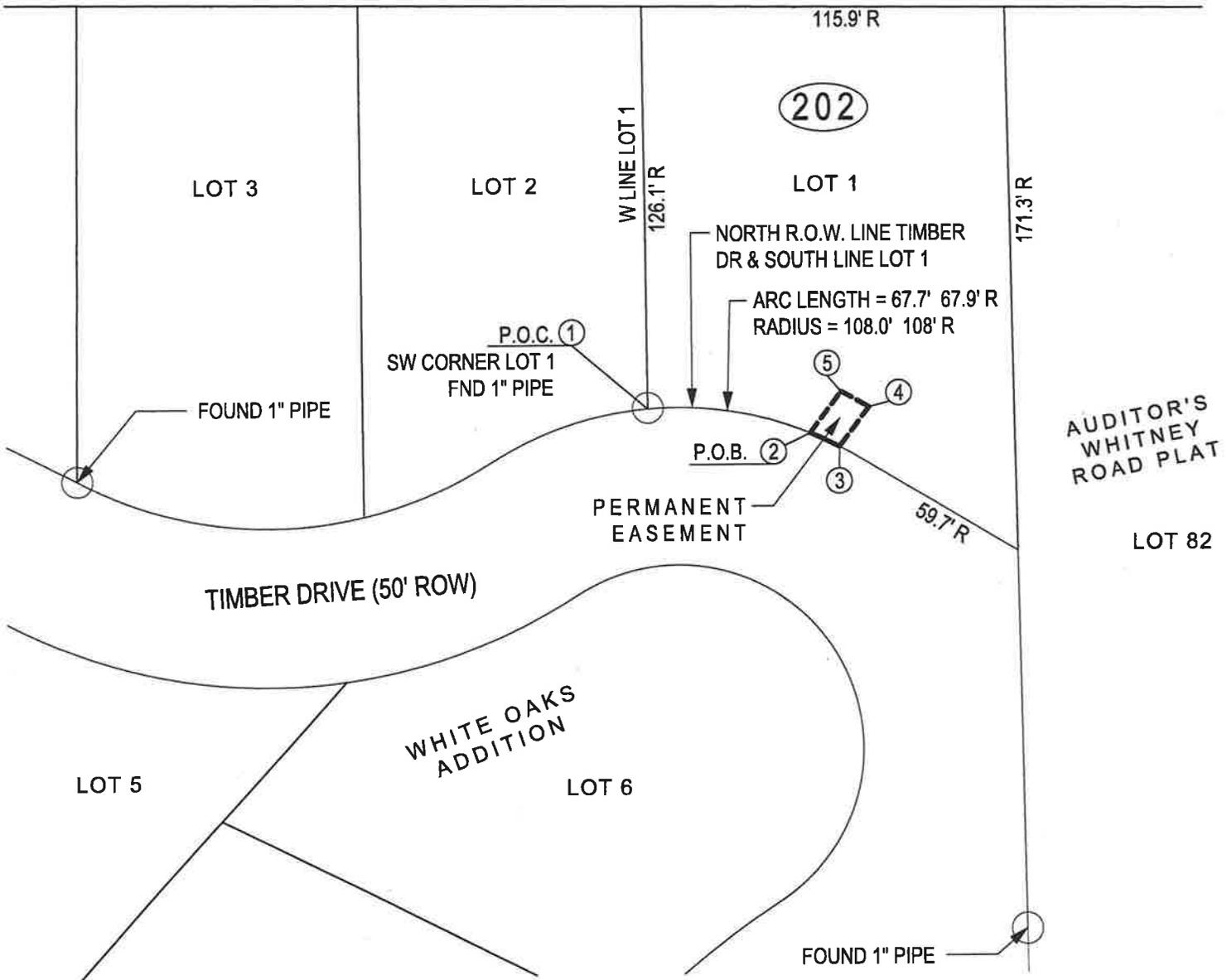
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 202

OWNER: F.K. & JANET SANDERS  
2524 TIMBER DR.  
CEDAR FALLS, IA 50613

AREA OF PERMANENT EASEMENT = 159 SQUARE FEET

AUDITOR'S WHITNEY  
ROAD PLAT LOT 81



TIMBER DRIVE (50' ROW)

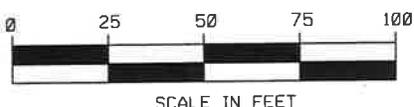
WHITE OAKS  
ADDITION

AUDITOR'S  
WHITNEY  
ROAD PLAT

|   |    |   |                    |               |
|---|----|---|--------------------|---------------|
| 1 | to | 2 | R = 108.00'        | L = 52.18'    |
|   |    |   | LC = S 81°05'58" E | CH L = 51.67' |
| 2 | to | 3 | R = 108.00'        | L = 10.19'    |
|   |    |   | LC = S 64°33'25" E | CH L = 10.18' |
| 3 | to | 4 | N 36° 22' 03" E    | 15.63'        |
| 4 | to | 5 | N 61° 02' 07" W    | 10.08'        |
| 5 | to | 2 | S 36° 22' 03" W    | 16.26'        |

○ = PROPERTY CORNER FOUND (AS NOTED)  
NOTE: BEARINGS BASED ON THE WEST LINE OF LOT 1 BEARING N 00°40'38" W

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*Michael R. Fagle*  
MICHAEL R. FAGLE 9-21-2022  
Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEET 1 AND 2 OF 2

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 202

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Easement Parcel 202:

A parcel of land situated in Lot 1 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of Lot 1 of said White Oaks Addition, thence along a curve concave Southerly having a 108.00 foot radius and a 51.67 foot long chord bearing South  $81^{\circ}05'58''$  East, said curve also being the North Right of Way line of Timber Drive, 52.18 feet to the Point of Beginning; thence continuing along said North Right of Way and along a curve concave Southerly having a 108.00 foot radius and a 10.18 foot long chord bearing South  $64^{\circ}33'25''$  East, 10.19 feet; thence North  $36^{\circ}22'03''$  East, 15.63 feet; thence North  $61^{\circ}02'07''$  West, 10.08 feet; thence South  $36^{\circ}22'03''$  West, 16.26 feet to the Point of Beginning.

Containing 159 Square Feet.

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 1 in White Oaks Addition in the City of Cedar Falls, Iowa               |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | F.K. and Janet Sanders  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

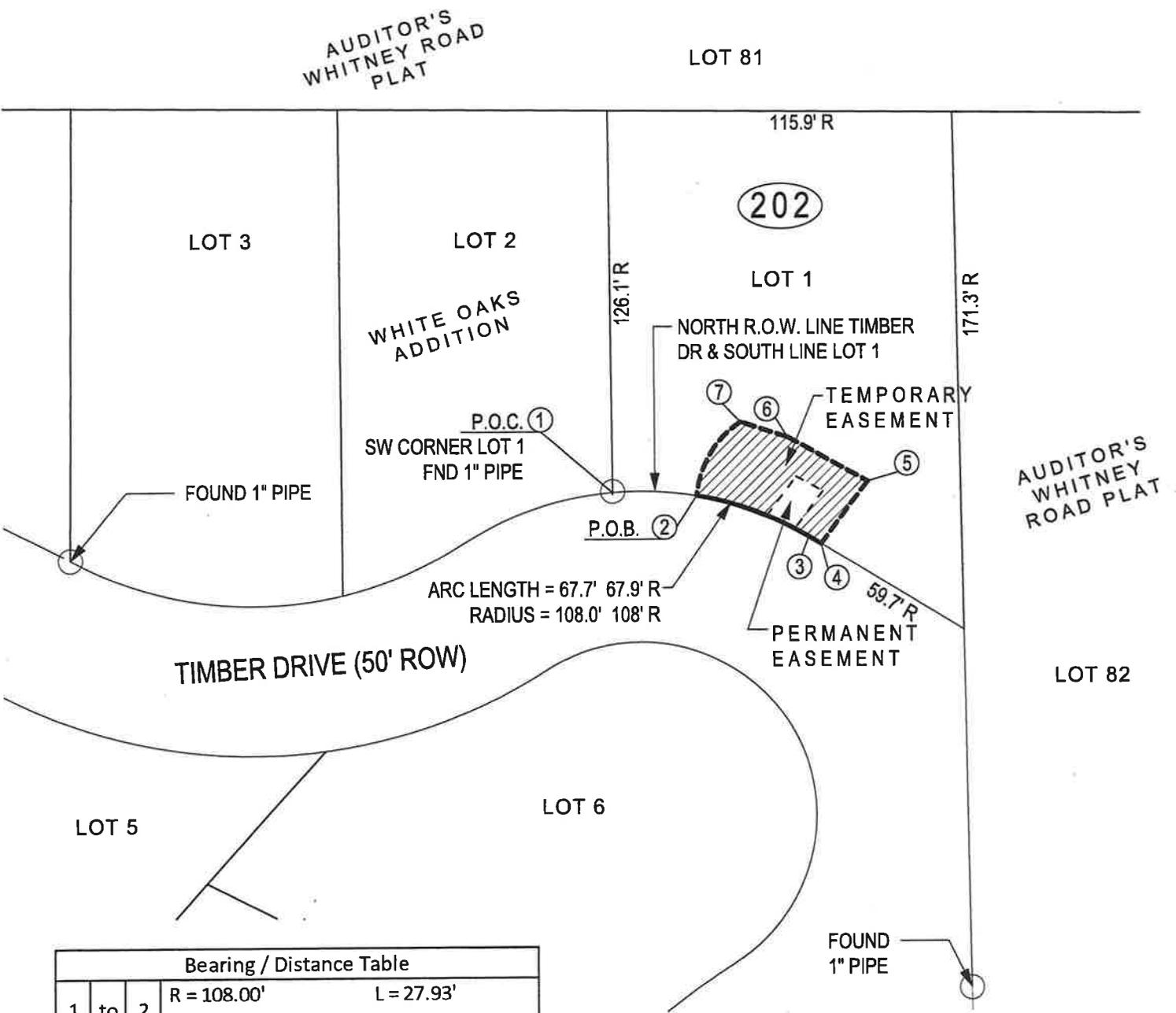
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 202

OWNER: F.K. AND JANET SANDERS  
2524 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1250 SQUARE FEET  
OF WHICH 159 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1091 SQUARE FEET

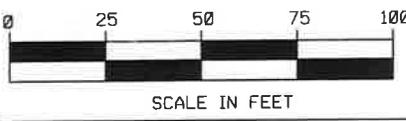


| Point  | Bearing            | Distance      |
|--------|--------------------|---------------|
| 1 to 2 | R = 108.00'        | L = 27.93'    |
| 2 to 3 | LC = S 87°31'48" E | CH L = 27.86' |
| 3 to 4 | R = 108.00'        | L = 39.76'    |
| 4 to 5 | LC = S 69°34'29" E | CH L = 39.53' |
| 5 to 6 | S 59° 00' 41" E    | 4.73'         |
| 6 to 7 | N 36° 22' 03" E    | 25.93'        |
| 7 to 2 | N 61° 00' 05" W    | 30.25'        |
| 2 to 3 | N 72° 05' 04" W    | 16.28'        |
| 7 to 2 | R = 33.00'         | L = 29.28'    |
| 2 to 3 | LC = S 30°52'03" W | CH L = 28.33' |

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE WEST LINE OF LOT 1 BEARING N 00°40'38" W

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
MICHAEL R. FAGLE  
Date: 9-21-2022  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 202

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 202:

A parcel of land situated in Lot 1 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of Lot 1 of said White Oaks Addition, thence along a curve concave Southerly having a 108.00 foot radius and a 27.86 foot long chord bearing South 87°31'48" East, said curve also being the North Right of Way line of Timber Drive, 27.93 feet to the Point of Beginning; thence continuing along said North Right of Way along a curve concave Southerly having a 108.00 foot radius and a 39.53 foot long chord bearing South 69°34'29" East, 39.76 feet; thence South 59°00'41" East continuing along said North Right of Way line, 4.73 feet; thence North 36°22'03" East, 25.93 feet; thence North 61°00'05" West, 30.25 feet; thence North 72°05'04" West, 16.28 feet to the beginning of a curve concave Easterly with a 33.00' foot radius and a 28.33 foot long chord bearing South 30°52'03" West; thence along said curve, 29.28 feet to the Point of Beginning.

Temporary Easement contains 1250 Square Feet of which 159 Square Feet is Permanent Easement.

Total area of Temporary Easement is 1091 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by F. Kevin Sanders and Janet G. Sanders, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X F. Kevin Sanders  
F. Kevin Sanders

X Janet Sanders  
Janet G. Sanders

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7 day of December,  
2022, by F. Kevin Sanders and Janet G. Sanders, Grantors.



Brianna Keeneey  
Signature of notarial officer

Stamp

Iowa notary  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 1 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | F.K. and Janet Sanders   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

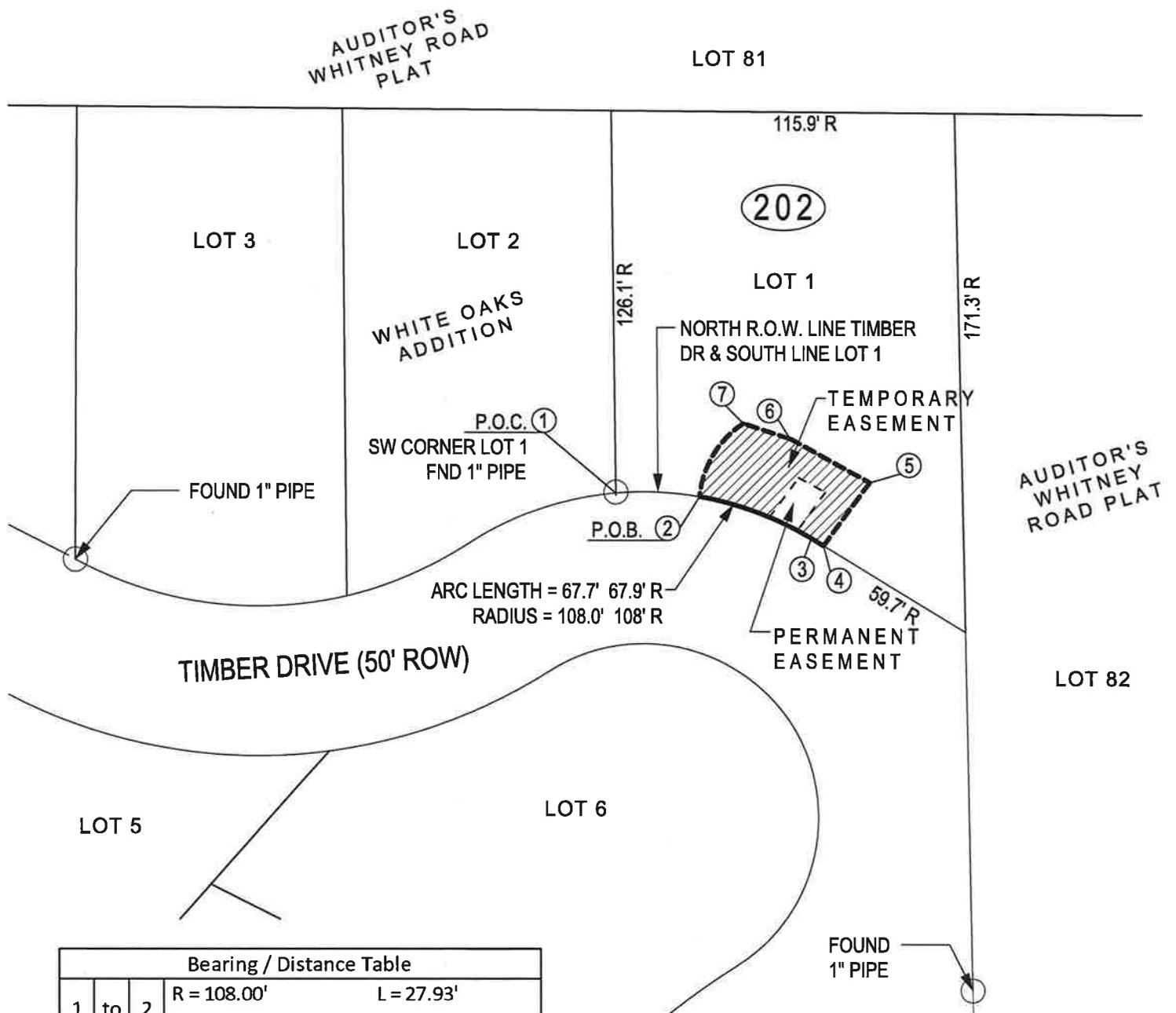
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 202

OWNER: F.K. AND JANET SANDERS  
2524 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1250 SQUARE FEET  
OF WHICH 159 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1091 SQUARE FEET

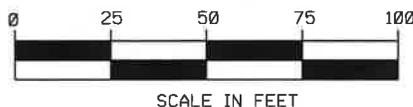


| Bearing / Distance Table |    |   |  |
|--------------------------|----|---|--|
| 1                        | to | 2 | R = 108.00' L = 27.93'<br>LC = S 87°31'48" E CH L = 27.86' |
| 2                        | to | 3 | R = 108.00' L = 39.76'<br>LC = S 69°34'29" E CH L = 39.53' |
| 3                        | to | 4 | S 59° 00' 41" E 4.73'                                      |
| 4                        | to | 5 | N 36° 22' 03" E 25.93'                                     |
| 5                        | to | 6 | N 61° 00' 05" W 30.25'                                     |
| 6                        | to | 7 | N 72° 05' 04" W 16.28'                                     |
| 7                        | to | 2 | R = 33.00' L = 29.28'<br>LC = S 30°52'03" W CH L = 28.33'  |

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE WEST LINE OF LOT 1 BEARING N 00°40'38" W

SHEET 1 OF 2



SCALE IN FEET



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-2022  
Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 202

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

**Description Temporary Easement Parcel 202:**

A parcel of land situated in Lot 1 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

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Temporary Easement contains 1250 Square Feet of which 159 Square Feet is Permanent Easement.

Total area of Temporary Easement is 1091 Square Feet.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

F. Kevin Sanders and Janet G. Sanders, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 7<sup>th</sup> day of December, 2022

F. Kevin Sanders  
F. Kevin Sanders

Janet G. Sanders  
Janet G. Sanders

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 7 day of December, 2022, by F. Kevin Sanders and Janet G. Sanders



Brianna Keeneey  
Notary Public in and for the State of Iowa

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

STATE OF IOWA )  
 ) ss.  
COUNTY OF BLACK HAWK )

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

| Index Ledger |  |
|--------------|--|
| Location:    | Part of Lot 1 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | F.K. and Janet Sanders   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

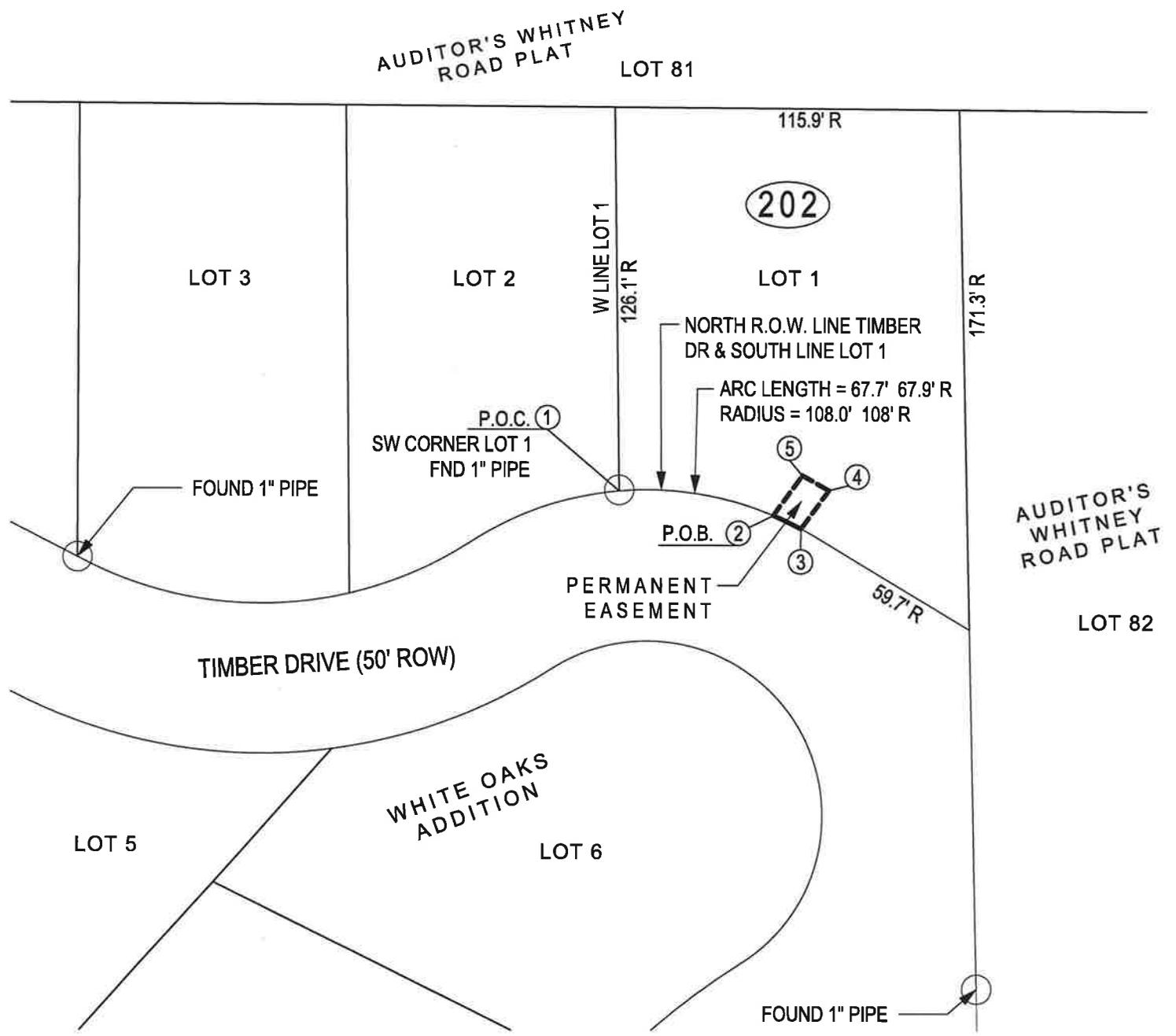
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 202  
 OWNER: F.K. & JANET SANDERS  
 2524 TIMBER DR.  
 CEDAR FALLS, IA 50613

CEDAR HEIGHTS AREA  
 RECONSTRUCTION PROJECT  
 CEDAR FALLS, IOWA  
 CITY PROJECT NO. RC-09-3271

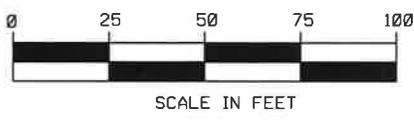
AREA OF PERMANENT EASEMENT = 159 SQUARE FEET



| Bearing / Distance Table |    |   |  |
|--------------------------|----|---|--|
| 1                        | to | 2 | R = 108.00' L = 52.18'<br>LC = S 81°05'58" E CH L = 51.67' |
| 2                        | to | 3 | R = 108.00' L = 10.19'<br>LC = S 64°33'25" E CH L = 10.18' |
| 3                        | to | 4 | N 36° 22' 03" E 15.63'                                     |
| 4                        | to | 5 | N 61° 02' 07" W 10.08'                                     |
| 5                        | to | 2 | S 36° 22' 03" W 16.26'                                     |

○ = PROPERTY CORNER FOUND (AS NOTED)  
 NOTE: BEARINGS BASED ON THE WEST LINE OF LOT 1 BEARING N 00°40'38" W

SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*  
 MICHAEL R. FAGLE  
 License number 8505  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this set  
 SHEET 1 AND 2 OF 2

9-21-2022  
 Date

425

PERMANENT EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 202

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Permanent Easement Parcel 202:

A parcel of land situated in Lot 1 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of Lot 1 of said White Oaks Addition, thence along a curve concave Southerly having a 108.00 foot radius and a 51.67 foot long chord bearing South 81°05'58" East, said curve also being the North Right of Way line of Timber Drive, 52.18 feet to the Point of Beginning; thence continuing along said North Right of Way and along a curve concave Southerly having a 108.00 foot radius and a 10.18 foot long chord bearing South 64°33'25" East, 10.19 feet; thence North 36°22'03" East, 15.63 feet; thence North 61°02'07" West, 10.08 feet; thence South 36°22'03" West, 16.26 feet to the Point of Beginning.

Containing 159 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2506 Timber Drive  
Parcel Number: 203  
Project Number: RC-09-3271

County Tax Parcel No: 891317301001  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Paula M. Goetz, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 200.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 200.00      | TOTAL LUMP SUM               |                              |

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

|                                     |               |           |
|-------------------------------------|---------------|-----------|
| Land by Fee Title                   | _____ sq. ft. | \$ _____  |
| Underlying Fee Title                | _____ sq. ft. | \$ _____  |
| Temporary Easement                  | 295 sq. ft.   | \$ 120.00 |
| Permanent Easement                  | _____ sq. ft. | \$ _____  |
| Buildings                           |               | \$ _____  |
| Other (minimum payment of \$200.00) |               | \$ 80.00  |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

x Paula M. Goetz 11/9/22 x \_\_\_\_\_  
 Paula M. Goetz Date Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 9 day of November, 2022, by  
Paula M. Goetz

Brian Keeney  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 4 in White Oaks Addition in the City of Cedar Falls, Iowa            |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Paula Goetz  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

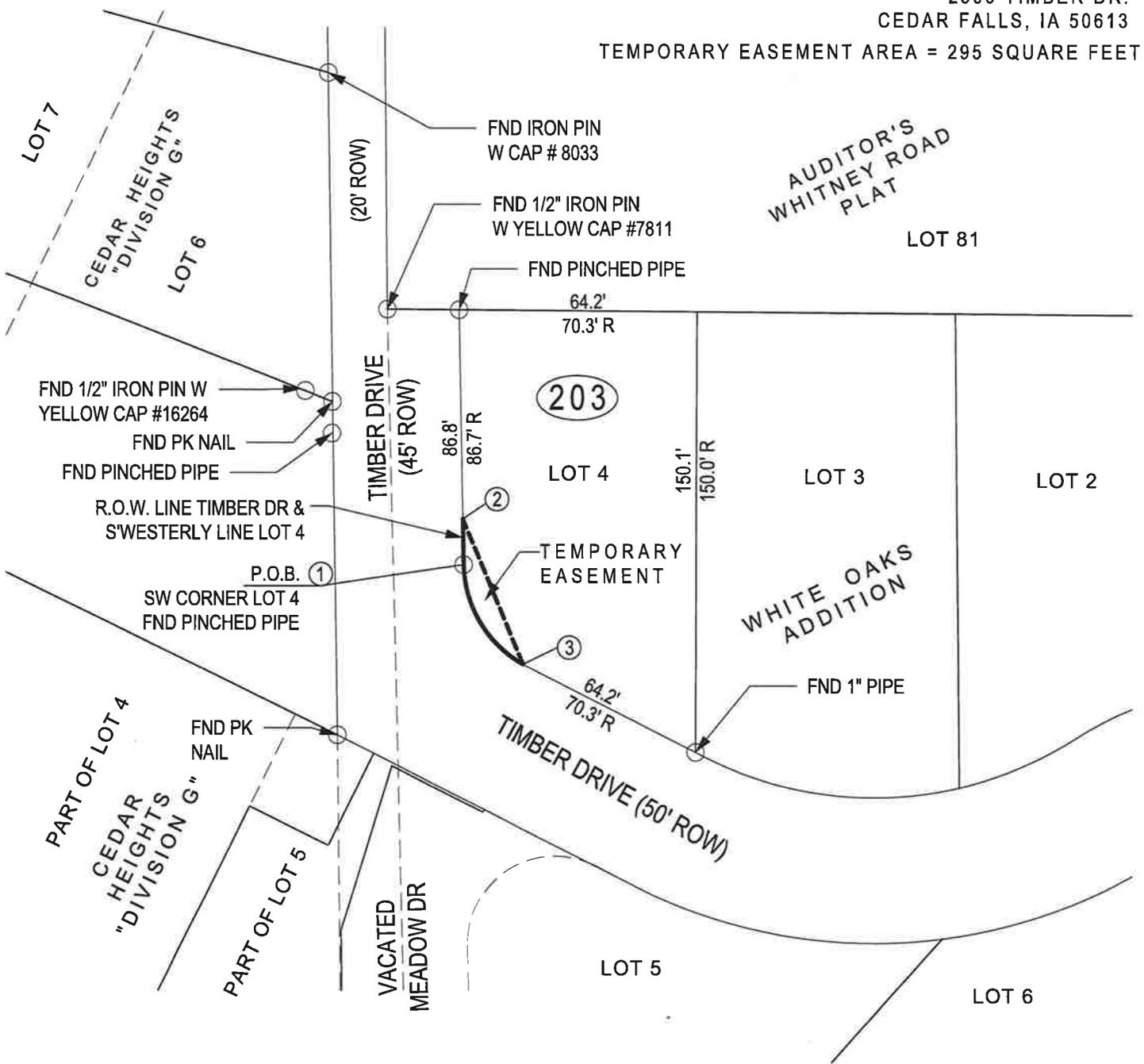
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 203

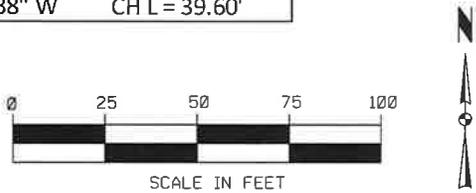
OWNER: PAULA GOETZ  
2506 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 295 SQUARE FEET



| Bearing / Distance Table |    |   |   |
|--------------------------|----|---|---|
| 1                        | to | 2 | N 01° 01' 34" W 15.75'                                      |
| 2                        | to | 3 | S 22° 23' 47" E 53.84'                                      |
| 3                        | to | 1 | R = 39.96' L = 41.43'<br>LC = N 30° 43' 38" W CH L = 39.60' |

○ = PROPERTY CORNER FOUND (AS NOTED)  
NOTE: BEARINGS BASED ON THE WEST R.O.W. LINE OF TIMBER DRIVE BEARING N 00° 48' 06" W



LICENSED LAND SURVEYOR  
MICHAEL R. FAGLE  
8505  
IOWA

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

\_\_\_\_\_  
MICHAEL R. FAGLE  
Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 203

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 203:

A parcel of land situated in Lot 4 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwest corner of Lot 4 of said White Oaks Addition, thence North  $01^{\circ}01'34''$  West along the East Right of Way Line of Timber Drive, 15.75 feet; thence South  $22^{\circ}23'47''$  East, 53.84 feet to the Northeasterly Right of Way Line of Timber Drive, also being the beginning of a curve concave Northeasterly having a 39.96 foot radius and 39.60 foot long chord bearing North  $30^{\circ}43'38''$  West; thence along said curve, 41.43 feet to the Point of Beginning.

Containing 295 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Paula M. Goetz, a single person, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

x Paula M. Goetz  
Paula M. Goetz

x 11/9/22

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 9 day of November,  
2022, by Paula M. Goetz, Grantors.



Brianna Keeneey  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

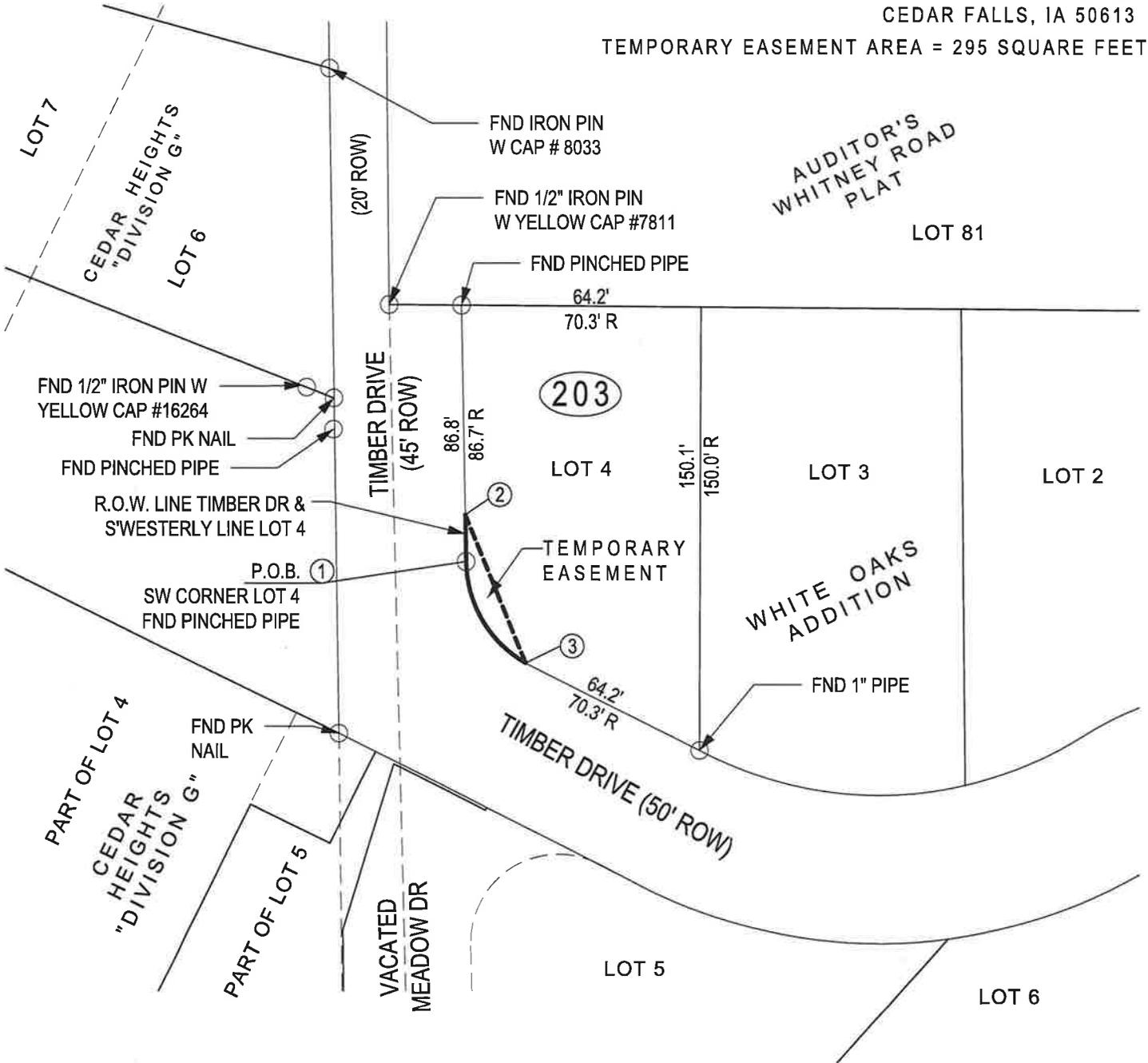
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|--------------|---|
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| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT**  
**IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
 CEDAR HEIGHTS AREA  
 RECONSTRUCTION PROJECT  
 CEDAR FALLS, IOWA  
 CITY PROJECT NO. RC-09-3271

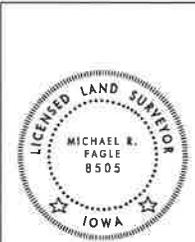
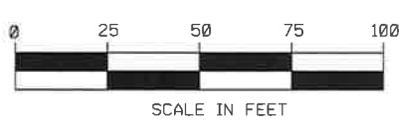
PROJECT PARCEL 203  
 OWNER: PAULA GOETZ  
 2506 TIMBER DR.  
 CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 295 SQUARE FEET



| Bearing / Distance Table |    |   |   |
|--------------------------|----|---|---|
| 1                        | to | 2 | N 01° 01' 34" W 15.75'                                      |
| 2                        | to | 3 | S 22° 23' 47" E 53.84'                                      |
| 3                        | to | 1 | R = 39.96' L = 41.43'<br>LC = N 30° 43' 38" W CH L = 39.60' |

○ = PROPERTY CORNER FOUND (AS NOTED)  
 NOTE: BEARINGS BASED ON THE WEST R.O.W. LINE OF TIMBER DRIVE BEARING N 00° 48' 06" W



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

\_\_\_\_\_  
 MICHAEL R. FAGLE Date  
 License number 8505  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this seal:  
 SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 203

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Containing 295 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1915 Timber Drive  
Parcel Number: 204  
Project Number: RC-09-3271

County Tax Parcel No: 891318281020  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Anthony R. Patterson and Lisa M.Z. Patterson, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 225.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 225.00      | TOTAL LUMP SUM               |                              |

| BREAKDOWN: ac. = acres |       | sq. ft. = square feet |       |           |
|------------------------|-------|-----------------------|-------|-----------|
| Land by Fee Title      | _____ | sq. ft.               | _____ | \$ _____  |
| Underlying Fee Title   | _____ | sq. ft.               | _____ | \$ _____  |
| Temporary Easement     | 559   | sq. ft.               | _____ | \$ 225.00 |
| Permanent Easement     | _____ | sq. ft.               | _____ | \$ _____  |
| Buildings              |       |                       |       | \$ _____  |
| Other                  |       |                       |       | \$ _____  |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X [Signature] 12/1/2022  
 Anthony R. Patterson Date

X [Signature] 12/1/2022  
 Lisa M.Z. Patterson Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 1 day of December, 2022, by Anthony R. Patterson and Lisa M.Z. Patterson

[Signature]  
 Signature of notarial officer

June 1, 2023  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |   |
|--------------|---|
| Location:    | Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa          |
| Requestor:   | City of Cedar Falls, Iowa   |
| Proprietor:  | Anthony and Lisa Patterson  |
| Surveyor:    | Michael R. Fagle  |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595  |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

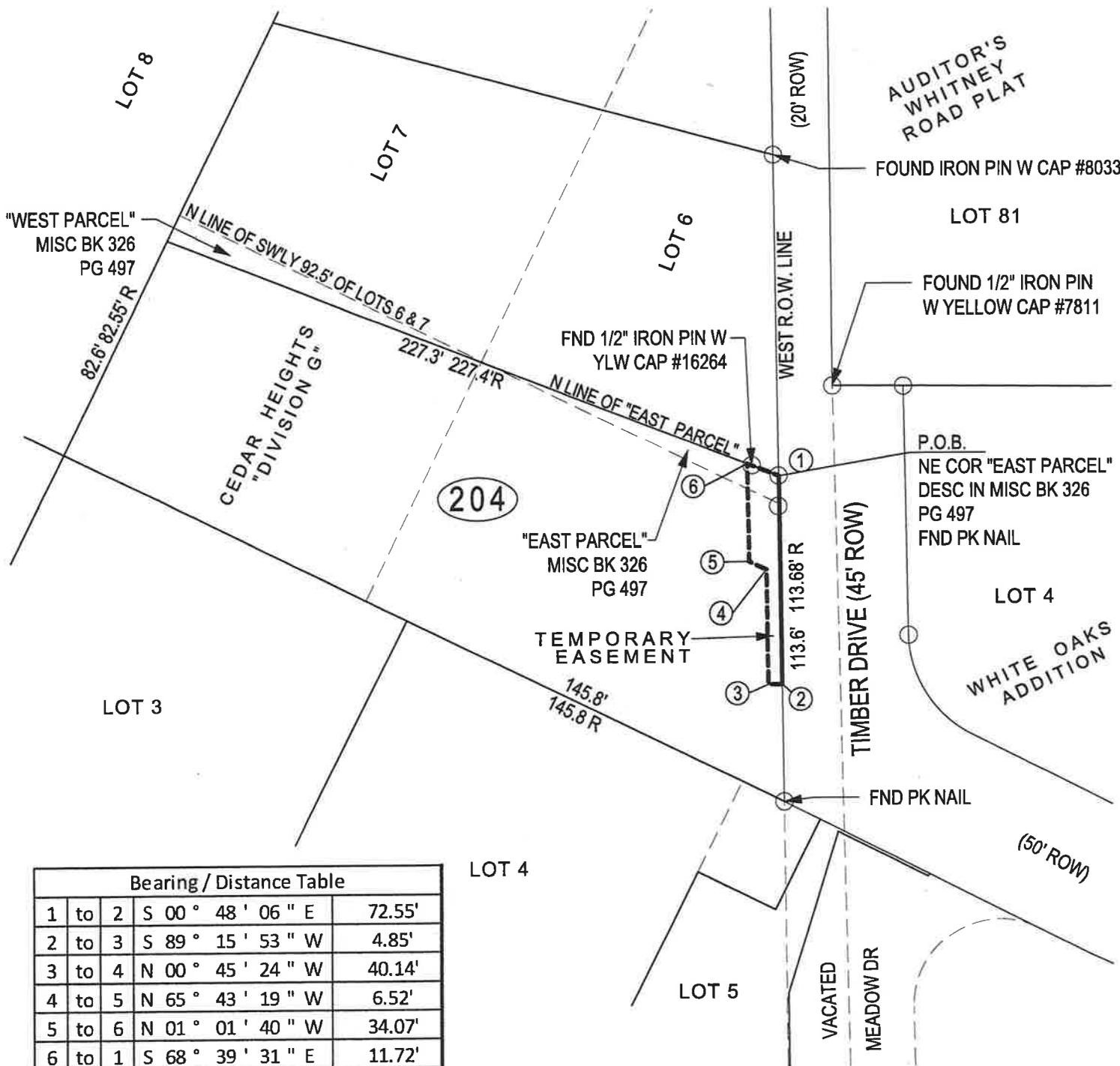
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 204

OWNER: ANTHONY & LISA PATTERSON  
1915 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 559 SQUARE FEET

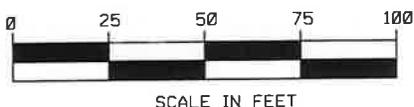


| Bearing / Distance Table |    |   |                        |
|--------------------------|----|---|------------------------|
| 1                        | to | 2 | S 00° 48' 06" E 72.55' |
| 2                        | to | 3 | S 89° 15' 53" W 4.85'  |
| 3                        | to | 4 | N 00° 45' 24" W 40.14' |
| 4                        | to | 5 | N 65° 43' 19" W 6.52'  |
| 5                        | to | 6 | N 01° 01' 40" W 34.07' |
| 6                        | to | 1 | S 68° 39' 31" E 11.72' |

SHEET 1 OF 2

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 0°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the law of the State of Iowa.

*Michael R. Fagle*  
MICHAEL R. FAGLE  
Date 9-21-22

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 204

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 204:

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northeast corner of a parcel of land referred to as "East Parcel" and described in Misc Bk 326 Pg 497 in the Black Hawk County Recorder's Office; thence South  $00^{\circ}48'06''$  East along the West Right of Way line of Timber Drive, 72.55 feet; thence South  $89^{\circ}15'53''$  West, 4.85 feet; thence North  $00^{\circ}45'24''$  West, 40.14 feet, thence North  $65^{\circ}43'19''$  West, 6.52 feet; thence North  $01^{\circ}01'40''$  West, 34.07 feet to the North line of said described "East Parcel"; thence South  $68^{\circ}39'31''$  East along the North line of said described "East Parcel", 11.72 feet to the Point of Beginning.

Containing 559 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Anthony R. Patterson and Lisa M.Z. Patterson, husband and wife, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X [Signature]  
Anthony R. Patterson

X [Signature]  
Lisa M.Z. Patterson

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 1 day of December, 2022, by Anthony R. Patterson and Lisa M.Z. Patterson, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa       |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Anthony and Lisa Patterson   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

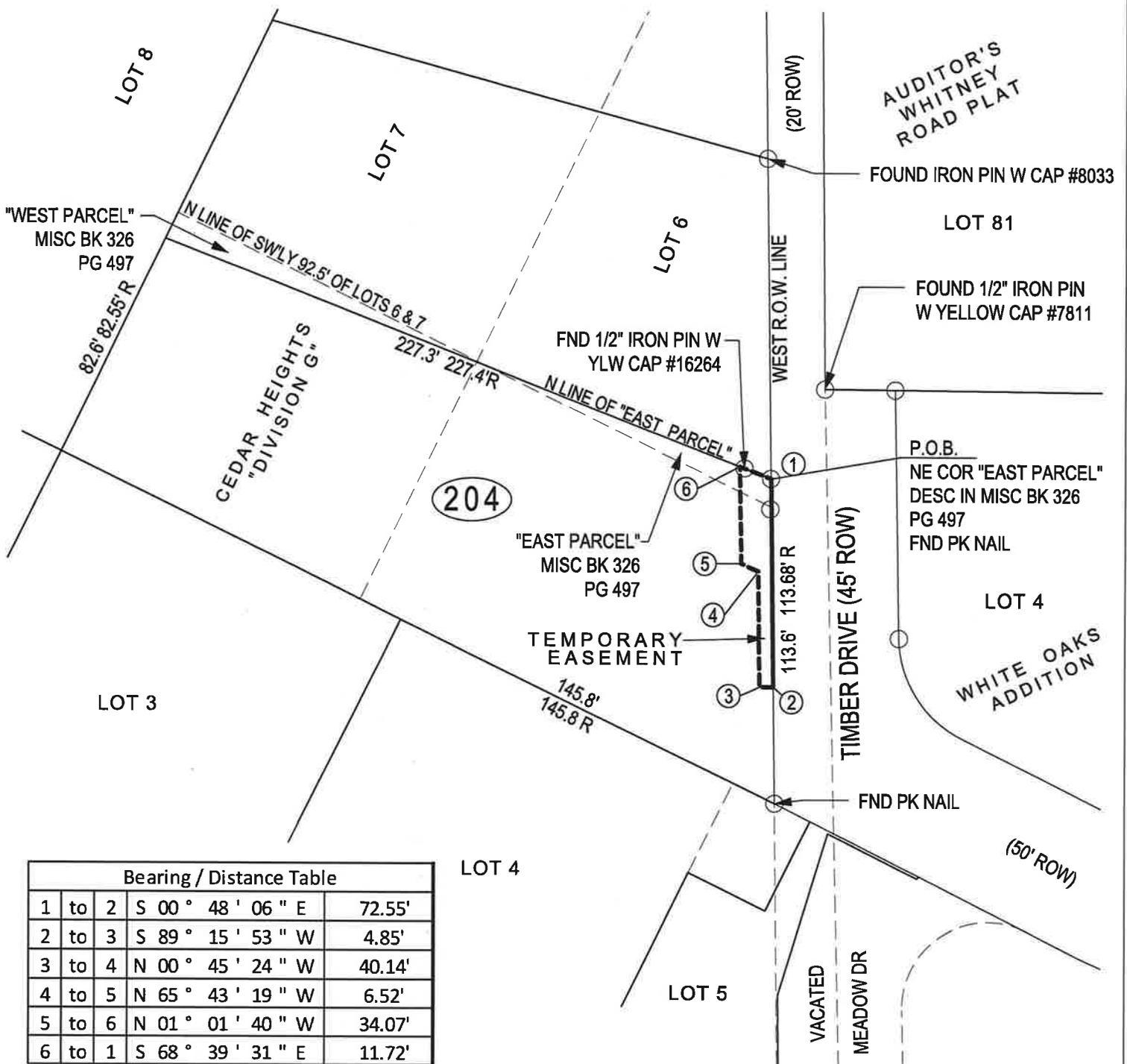
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 204

OWNER: ANTHONY & LISA PATTERSON  
1915 TIMBER DR.  
CEDAR FALLS, IA 50613

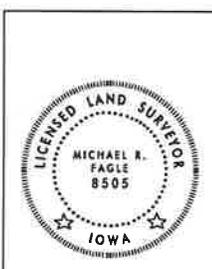
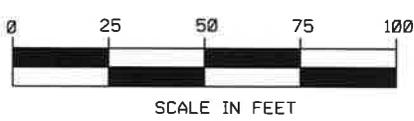
TEMPORARY EASEMENT AREA = 559 SQUARE FEET



| 1 | to | 2 | Bearing         | Distance |
|---|----|---|-----------------|----------|
| 1 | to | 2 | S 00° 48' 06" E | 72.55'   |
| 2 | to | 3 | S 89° 15' 53" W | 4.85'    |
| 3 | to | 4 | N 00° 45' 24" W | 40.14'   |
| 4 | to | 5 | N 65° 43' 19" W | 6.52'    |
| 5 | to | 6 | N 01° 01' 40" W | 34.07'   |
| 6 | to | 1 | S 68° 39' 31" E | 11.72'   |

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 0°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the law of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 204

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 204:

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of a parcel of land referred to as "East Parcel" and described in Misc Bk 326 Pg 497 in the Black Hawk County Recorder's Office; thence South  $00^{\circ}48'06''$  East along the West Right of Way line of Timber Drive, 72.55 feet; thence South  $89^{\circ}15'53''$  West, 4.85 feet; thence North  $00^{\circ}45'24''$  West, 40.14 feet, thence North  $65^{\circ}43'19''$  West, 6.52 feet; thence North  $01^{\circ}01'40''$  West, 34.07 feet to the North line of said described "East Parcel"; thence South  $68^{\circ}39'31''$  East along the North line of said described "East Parcel", 11.72 feet to the Point of Beginning.

Containing 559 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1911 Timber Drive  
Parcel Number: 205  
Project Number: RC-09-3271

County Tax Parcel No: 891318281019  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Reginald J. Green and Kathleen M. Green, husband and wife, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 325.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 325.00      | TOTAL LUMP SUM               |                              |

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

|                      |               |           |
|----------------------|---------------|-----------|
| Land by Fee Title    | _____ sq. ft. | \$ _____  |
| Underlying Fee Title | _____ sq. ft. | \$ _____  |
| Temporary Easement   | 812 sq. ft.   | \$ 325.00 |
| Permanent Easement   | _____ sq. ft. | \$ _____  |
| Buildings            |               | \$ _____  |
| Other                |               | \$ _____  |

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

X *Reginald J. Green*  
 Reginald J. Green Date 11-2-2022

X *Kathleen M. Green* Nov 2, 2022  
 Kathleen M. Green Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 2 day of November, 2022, by Reginald J. Green and Kathleen M. Green

*Brianna Keeney*  
 Signature of notarial officer

June 1, 2023  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa       |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Reginald & Kathleen Green  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

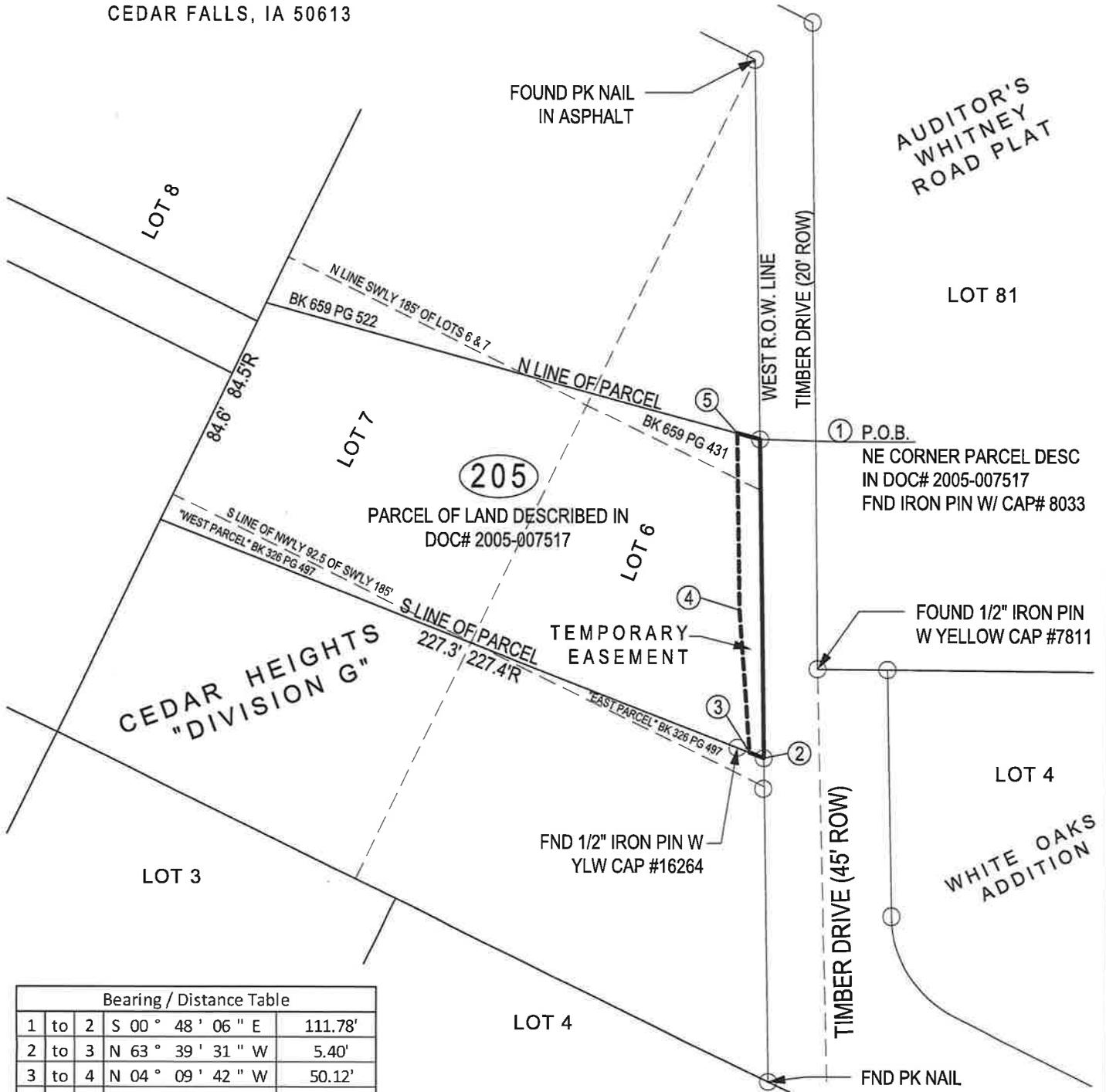
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 205

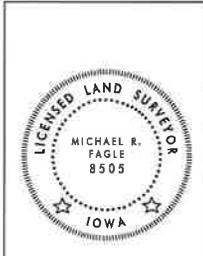
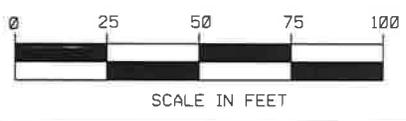
OWNER: REGINALD & KATHLEEN GREEN  
1911 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 812 SQUARE FEET



| Bearing / Distance Table |    |   |                 |         |
|--------------------------|----|---|-----------------|---------|
| 1                        | to | 2 | S 00° 48' 06" E | 111.78' |
| 2                        | to | 3 | N 63° 39' 31" W | 5.40'   |
| 3                        | to | 4 | N 04° 09' 42" W | 50.12'  |
| 4                        | to | 5 | N 00° 48' 06" W | 62.00'  |
| 5                        | to | 1 | S 74° 47' 01" E | 8.26'   |

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)  
NOTE: BEARINGS BASED ON THE WEST LINE OF RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

XX  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

## TEMPORARY EASEMENT

IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 205

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

## Description Temporary Easement Parcel 205:

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of a parcel of land described in Document# 2005-007517 in the Black Hawk County Recorder's Office, thence South  $00^{\circ}48'06''$  East along the West Right of Way line of Timber Drive, 111.78 feet to the South Line of said described parcel; thence North  $63^{\circ}39'31''$  West along said South line, 5.40 feet; thence North  $04^{\circ}09'42''$  West, 50.12 feet, thence North  $00^{\circ}48'06''$  West, 62.00 feet to the North line of said described parcel; thence South  $74^{\circ}47'01''$  East along said North line, 8.26 feet to the Point of Beginning.

Containing 812 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Reginald J. Green and Kathleen M. Green, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X *Reginald J. Green*  
Reginald J. Green

X *Kathleen M. Green*  
Kathleen M. Green

State of *Iowa* )

County of *Black Hawk* )

This record was acknowledged before me on the *2* day of *November*,  
2022, by *Reginald J. Green and Kathleen M. Green*, Grantors.



*Brianna Keeney*  
Signature of notarial officer

Stamp

[ *Iowa notary* ]  
Title of Office

[My commission expires: *June 1, 2023*]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa       |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Reginald & Kathleen Green  |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

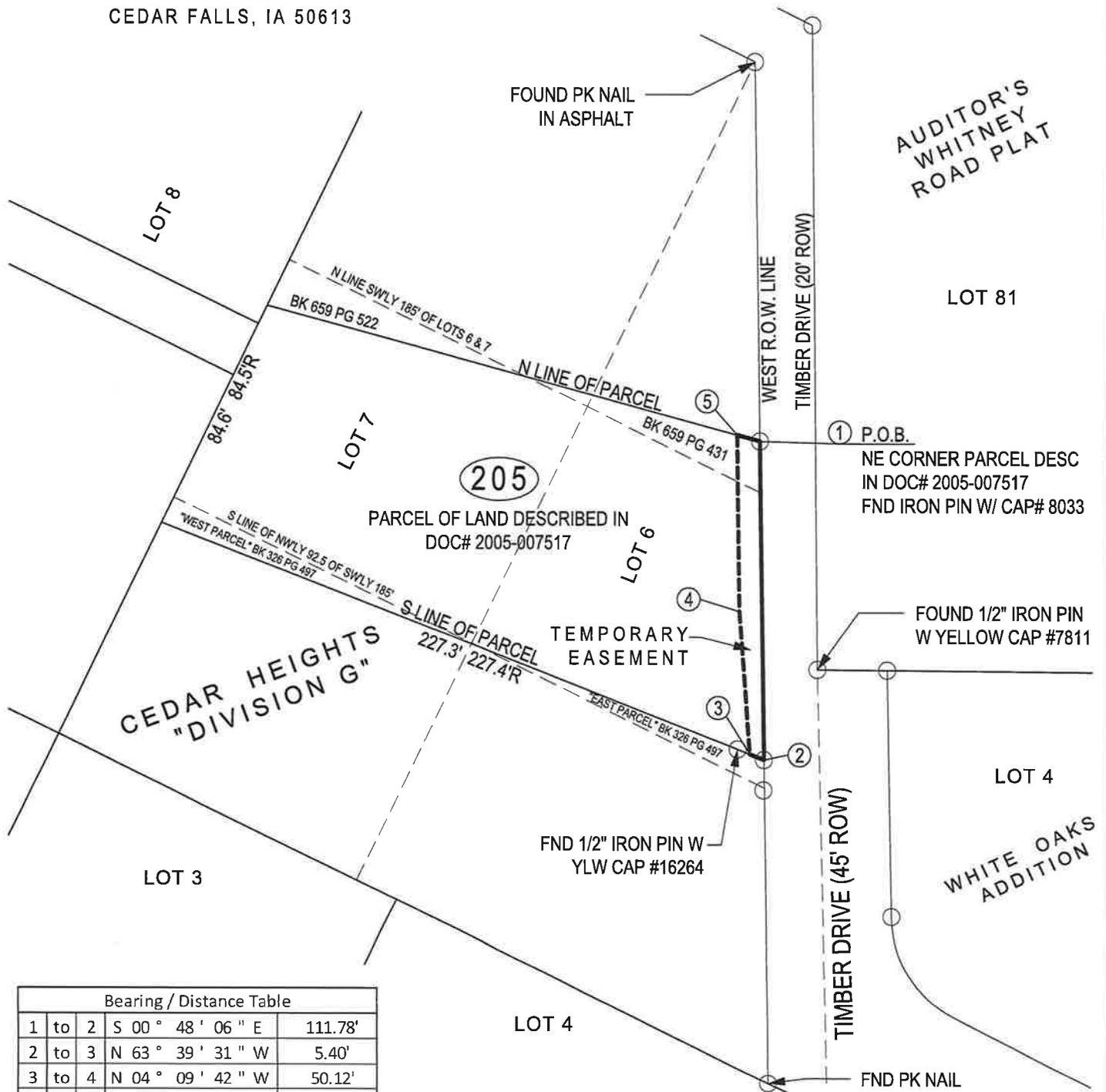
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 205

OWNER: REGINALD & KATHLEEN GREEN  
1911 TIMBER DR.  
CEDAR FALLS, IA 50613

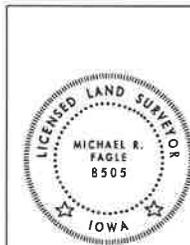
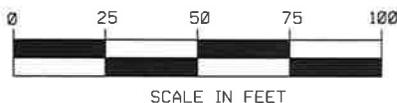
TEMPORARY EASEMENT AREA = 812 SQUARE FEET



| Bearing / Distance Table |    |   |                 |         |
|--------------------------|----|---|-----------------|---------|
| 1                        | to | 2 | S 00° 48' 06" E | 111.78' |
| 2                        | to | 3 | N 63° 39' 31" W | 5.40'   |
| 3                        | to | 4 | N 04° 09' 42" W | 50.12'  |
| 4                        | to | 5 | N 00° 48' 06" W | 62.00'  |
| 5                        | to | 1 | S 74° 47' 01" E | 8.26'   |

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST LINE OF RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

XX  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2

**TEMPORARY EASEMENT****IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

PROJECT PARCEL 205

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**Description Temporary Easement Parcel 205:**

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of a parcel of land described in Document# 2005-007517 in the Black Hawk County Recorder's Office, thence South 00°48'06" East along the West Right of Way line of Timber Drive, 111.78 feet to the South Line of said described parcel; thence North 63°39'31" West along said South line, 5.40 feet; thence North 04°09'42" West, 50.12 feet, thence North 00°48'06" West, 62.00 feet to the North line of said described parcel; thence South 74°47'01" East along said North line, 8.26 feet to the Point of Beginning.

Containing 812 Square Feet.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 2435 Greenwood Avenue  
Parcel Number: 206  
Project Number: RC-09-3271**

**County Tax Parcel No: 891318281018  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Eric N. Dowell and Karen M. Dowell, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

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

See Attached Acquisition Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount     | Agreed Performance           | Date                                |
|--------------------|------------------------------|-------------------------------------|
| \$ _____           | on right of possession       | _____                               |
| \$ _____           | on conveyance of title       | _____                               |
| \$ _____           | on surrender of possession   | _____                               |
| \$ <u>2,475.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>2,475.00</u> | TOTAL LUMP SUM               |                                     |

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

|                                |                    |                   |
|--------------------------------|--------------------|-------------------|
| Land by Fee Title              | <u>325</u> sq. ft. | <u>\$1,625.00</u> |
| Underlying Fee Title           | _____ sq. ft.      | <u>\$ _____</u>   |
| Temporary Easement             | <u>863</u> sq. ft. | <u>\$ 350.00</u>  |
| Permanent Easement             | _____ sq. ft.      | <u>\$ _____</u>   |
| Buildings                      |                    | <u>\$ _____</u>   |
| Landscaping- removal of 1 tree |                    | <u>\$ 500.00</u>  |

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend

|             |  |
|-------------|--|
| Location:   | Part of Lots 6 & 7 in Cedar Heights Division G in the City of Cedar Falls, Iowa  |
| Requestor:  | City of Cedar Falls, Iowa  |
| Proprietor: | Eric & Karen Dowell  |
| Surveyor:   | Michael R. Fagle   |
| Company:    | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To:  | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

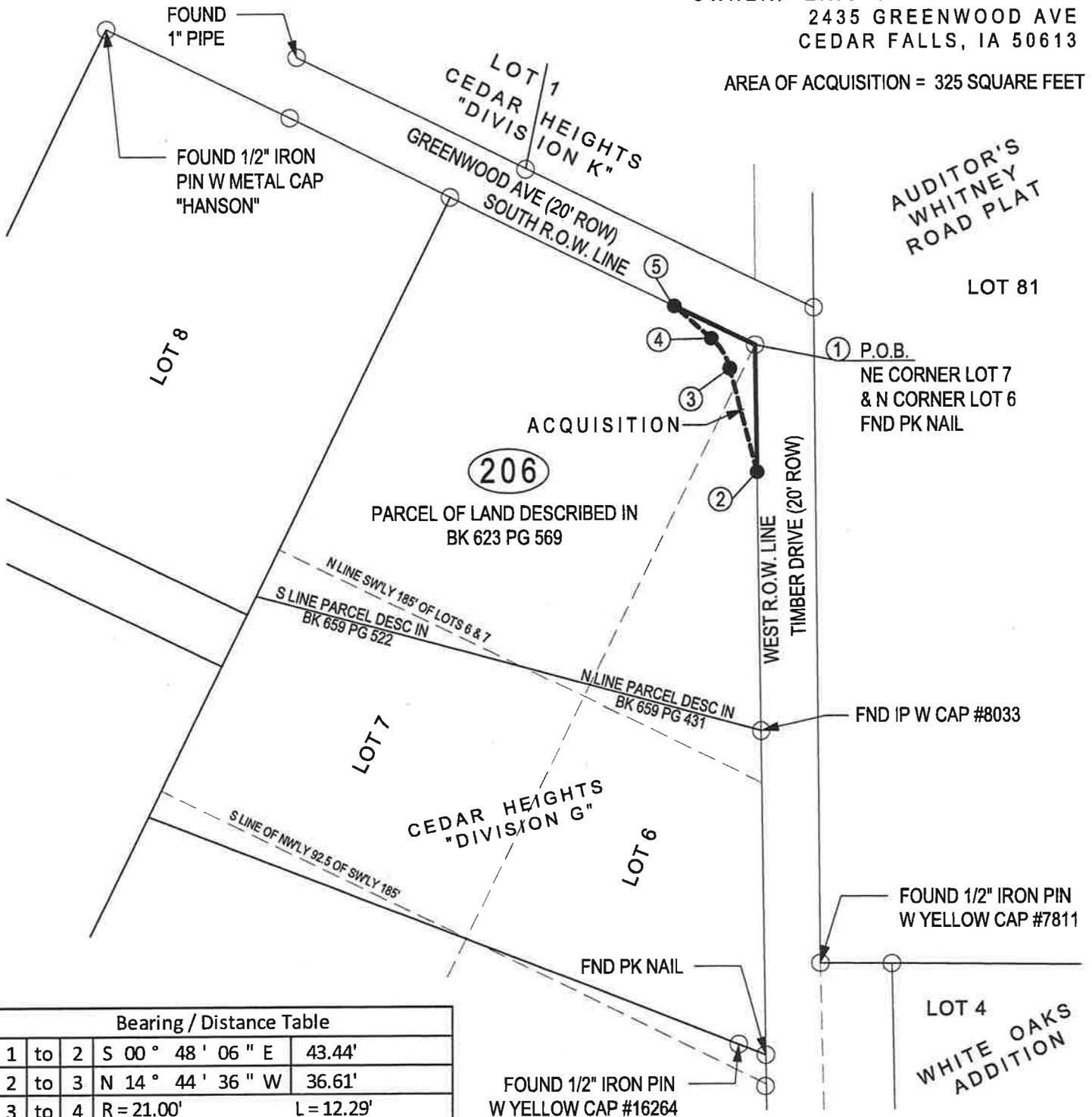
Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**ACQUISITION PLAT**  
**ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
 CEDAR HEIGHTS AREA  
 RECONSTRUCTION PROJECT  
 CEDAR FALLS, IOWA  
 CITY PROJECT NO. RC-09-3271

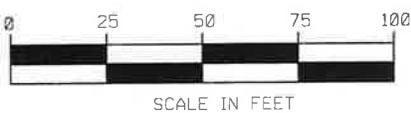
PROJECT PARCEL 206  
 OWNER: ERIC & KAREN DOWELL  
 2435 GREENWOOD AVE  
 CEDAR FALLS, IA 50613

AREA OF ACQUISITION = 325 SQUARE FEET

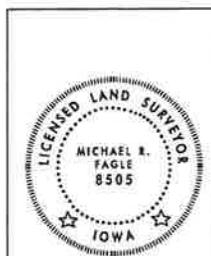


|   |    |   |   |        |
|---|----|---|---|--------|
| 1 | to | 2 | S 00° 48' 06" E   | 43.44' |
| 2 | to | 3 | N 14° 44' 36" W   | 36.61' |
| 3 | to | 4 | R = 21.00'      L = 12.29'<br>LC = N 31°30'25" W    CH L = 12.11' |        |
| 4 | to | 5 | N 48° 16' 13" W   | 17.03' |
| 5 | to | 1 | S 63° 50' 11" E   | 30.92' |

- = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
- = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)



NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      9-21-22  
 MICHAEL R. FAGLE      Date

License number 8505  
 My license renewal date is December 31, 2022

Page 2 of 2 covered by this seal:

ACQUISITION PLAT  
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 206

Description Acquisition Parcel 206:

A parcel of land situated in Lots 6 & 7 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of Lot 7 of said Cedar Heights Division G, thence South  $00^{\circ}48'06''$  East along the West Right of Way of Timber Drive, 43.44 feet; thence North  $14^{\circ}44'36''$  West, 36.61 feet to the beginning of a curve concave Southwesterly with a 21.00 foot radius and 12.11 foot long chord bearing North  $31^{\circ}30'25''$  West, thence along said curve a distance of 12.29 feet; thence North  $48^{\circ}16'13''$  West, 17.03 feet to the South Right of Way line of Greenwood Avenue; thence South  $63^{\circ}50'11''$  East along said South Right of Way line, 30.92 feet to the Point of Beginning.

Containing 325 Square Feet.

Index Legend

|             |  |
|-------------|--|
| Location:   | Part of Lots 6 & 7 in Cedar Heights Division G in the City of Cedar Falls, Iowa  |
| Requestor:  | City of Cedar Falls, Iowa  |
| Proprietor: | Eric & Karen Dowell  |
| Surveyor:   | Michael R. Fagle   |
| Company:    | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To   | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

Item 23.

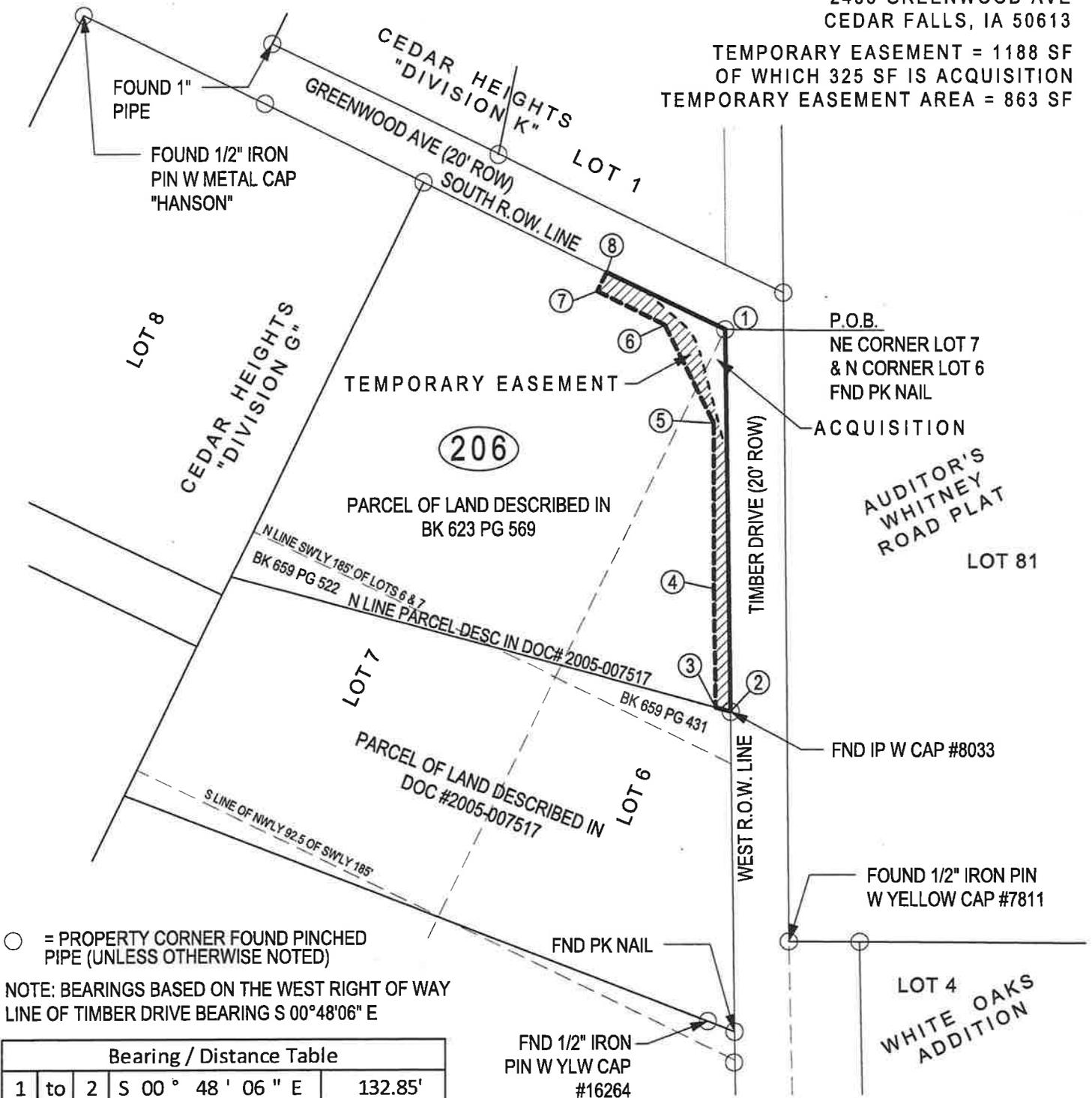
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 206  
OWNER: ERIC & KAREN DOWELL  
2435 GREENWOOD AVE  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1188 SF  
OF WHICH 325 SF IS ACQUISITION  
TEMPORARY EASEMENT AREA = 863 SF



○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E

| Point  | Bearing         | Distance |
|--------|-----------------|----------|
| 1 to 2 | S 00° 48' 06" E | 132.85'  |
| 2 to 3 | N 74° 47' 01" W | 5.38'    |
| 3 to 4 | N 00° 48' 06" W | 41.37'   |
| 4 to 5 | N 00° 07' 02" W | 57.57'   |
| 5 to 6 | N 26° 20' 43" W | 37.99'   |
| 6 to 7 | N 63° 01' 14" W | 26.41'   |
| 7 to 8 | N 25° 45' 53" E | 7.44'    |
| 8 to 1 | S 63° 50' 11" E | 45.89'   |



SCALE IN FEET



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 206

Description Temporary Easement Parcel 206:

A parcel of land situated in Lots 6 & 7 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of Lot 7 of said Cedar Heights Division G, thence South  $00^{\circ}48'06''$  East along the West Right of Way of Timber Drive, 132.85 feet to the South line of a parcel of land described in BK 623 PG 569 in the Black Hawk County Recorder's Office; thence North  $74^{\circ}47'01''$  West along said South Line, 5.38 feet; thence North  $00^{\circ}48'06''$  West, 41.37 feet; thence North  $00^{\circ}07'02''$  West, 57.57 feet; thence North  $26^{\circ}20'43''$  west, 37.99 feet; thence North  $63^{\circ}01'14''$  West, 26.41 feet; thence North  $25^{\circ}45'53''$  East, 7.44 feet to the South Right of Way line of Greenwood Ave; thence South  $63^{\circ}50'11''$  East along said South Right of Way line, 45.89 feet to the Point of Beginning.

Temporary Easement contains 1188 Square Feet of which 325 Square feet is Acquisition.

Total Area of Temporary Easement is 863 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Eric N. Dowell and Karen M. Dowell, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X Eric Dowell  
Eric N. Dowell

X Karen Dowell  
Karen M. Dowell

State of Iowa )

County of Black Hawk )



This record was acknowledged before me on the 1 day of December, 2022, by Eric Dowell and Karen Dowell, Grantors.

Brianna Keene  
Signature of notarial officer

Stamp

[ Iowa notary ]  
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
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| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703 |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595                                       |

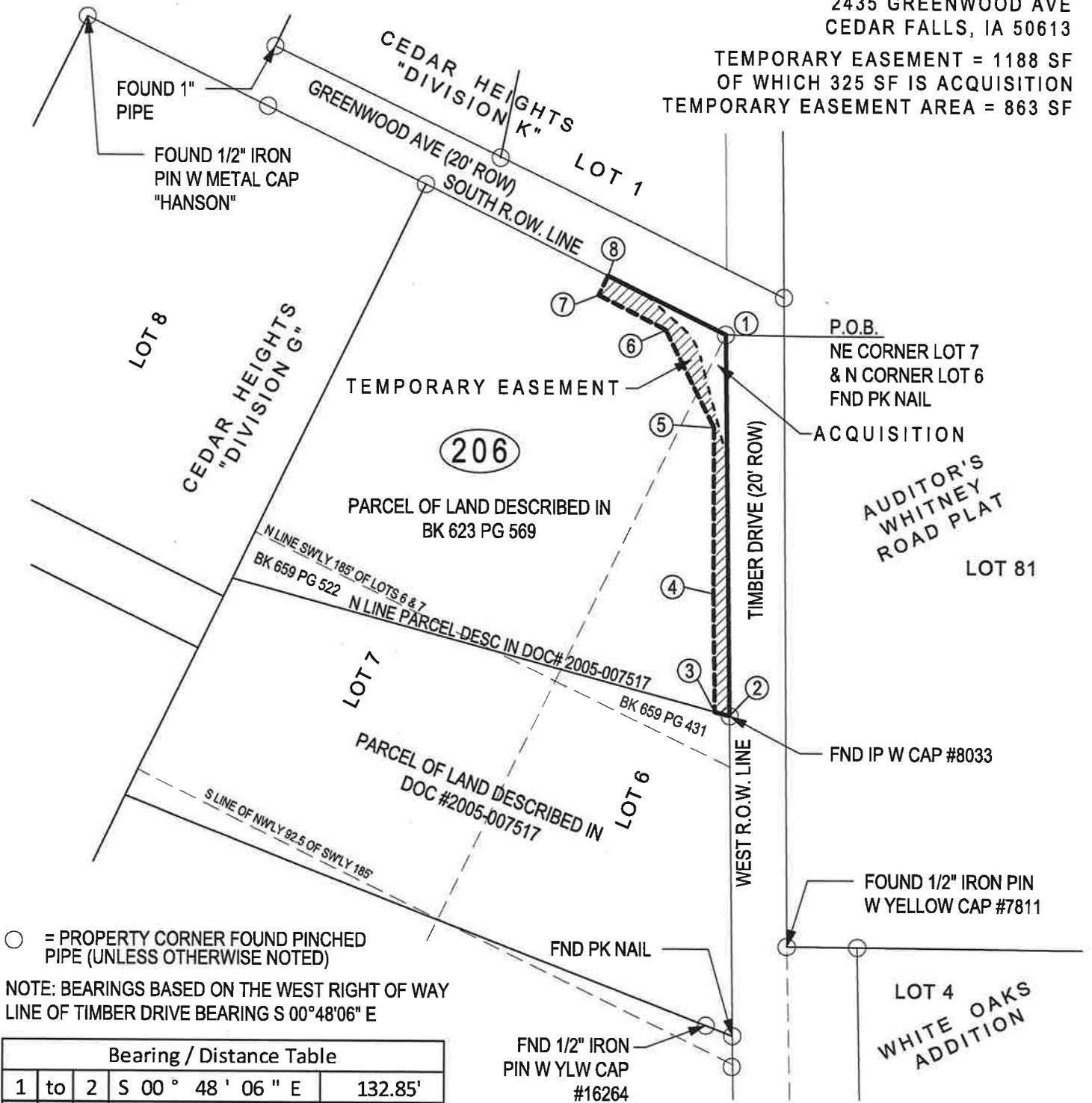
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

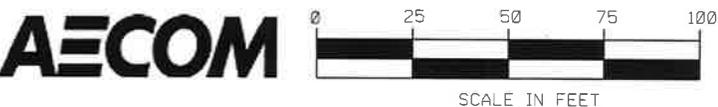
PROJECT PARCEL 206  
OWNER: ERIC & KAREN DOWELL  
2435 GREENWOOD AVE  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1188 SF  
OF WHICH 325 SF IS ACQUISITION  
TEMPORARY EASEMENT AREA = 863 SF



○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)  
NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E

| Bearing / Distance Table |    |   |                         |
|--------------------------|----|---|-------------------------|
| 1                        | to | 2 | S 00° 48' 06" E 132.85' |
| 2                        | to | 3 | N 74° 47' 01" W 5.38'   |
| 3                        | to | 4 | N 00° 48' 06" W 41.37'  |
| 4                        | to | 5 | N 00° 07' 02" W 57.57'  |
| 5                        | to | 6 | N 26° 20' 43" W 37.99'  |
| 6                        | to | 7 | N 63° 01' 14" W 26.41'  |
| 7                        | to | 8 | N 25° 45' 53" E 7.44'   |
| 8                        | to | 1 | S 63° 50' 11" E 45.89'  |



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 206

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 206:

A parcel of land situated in Lots 6 & 7 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of Lot 7 of said Cedar Heights Division G, thence South  $00^{\circ}48'06''$  East along the West Right of Way of Timber Drive, 132.85 feet to the South line of a parcel of land described in BK 623 PG 569 in the Black Hawk County Recorder's Office; thence North  $74^{\circ}47'01''$  West along said South Line, 5.38 feet; thence North  $00^{\circ}48'06''$  West, 41.37 feet; thence North  $00^{\circ}07'02''$  West, 57.57 feet; thence North  $26^{\circ}20'43''$  west, 37.99 feet; thence North  $63^{\circ}01'14''$  West, 26.41 feet; thence North  $25^{\circ}45'53''$  East, 7.44 feet to the South Right of Way line of Greenwood Ave; thence South  $63^{\circ}50'11''$  East along said South Right of Way line, 45.89 feet to the Point of Beginning.

Temporary Easement contains 1188 Square Feet of which 325 Square feet is Acquisition.

Total Area of Temporary Easement is 863 Square Feet.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2436 Greenwood Avenue  
Parcel Number: 208  
Project Number: RC-09-3271

County Tax Parcel No: 891318279009  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Karla N. Solheim and Angela D. Yancy, a married couple, Seller, and the City of Cedar  
Falls, Iowa, Buyer.

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

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

| Payment Amount | Agreed Performance           | Date                         |
|----------------|------------------------------|------------------------------|
| \$ _____       | on right of possession       | _____                        |
| \$ _____       | on conveyance of title       | _____                        |
| \$ _____       | on surrender of possession   | _____                        |
| \$ 350.00      | on possession and conveyance | 60 days after Buyer approval |
| \$ 350.00      | TOTAL LUMP SUM               |                              |

| BREAKDOWN: ac. = acres |       | sq. ft. = square feet |       |          |
|------------------------|-------|-----------------------|-------|----------|
| Land by Fee Title      | _____ | sq. ft.               | _____ | \$ _____ |
| Underlying Fee Title   | _____ | sq. ft.               | _____ | \$ _____ |
| Temporary Easement     | 873   | sq. ft.               | _____ | \$350.00 |
| Permanent Easement     | _____ | sq. ft.               | _____ | \$ _____ |
| Buildings              |       |                       |       | \$ _____ |
| Other                  |       |                       |       | \$ _____ |

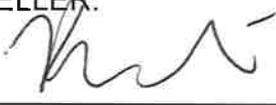
- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

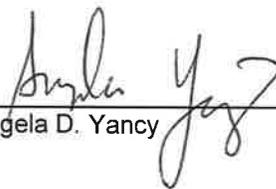
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless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

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

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

SELLER:

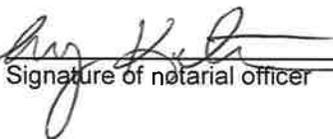
X  12/15/22  
 Karla N. Solheim Date

X  12/15/22  
 Angela D. Yancy Date

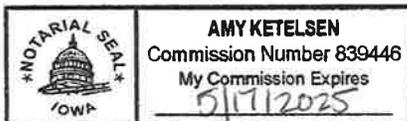
State of Iowa

County of Black Hawk

This record was acknowledged before me on the 5<sup>th</sup> day of December, 2022, by Karla Solheim & Angela Yancy

  
 Signature of notarial officer

5/17/2025  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

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

ATTEST:

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

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend

|             |  |
|-------------|--|
| Location:   | Part of Lot 1 & part of vacated Willow Ln in Cedar Heights Division K in the City of Cedar Falls, Iowa |
| Requestor:  | City of Cedar Falls, Iowa  |
| Proprietor: | Karla Solheim & Angela Yancy   |
| Surveyor:   | Michael R. Fagle   |
| Company:    | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703                    |
| Return To   | AECOM, mike.fagle@aecom.com - 319-874-6595   |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

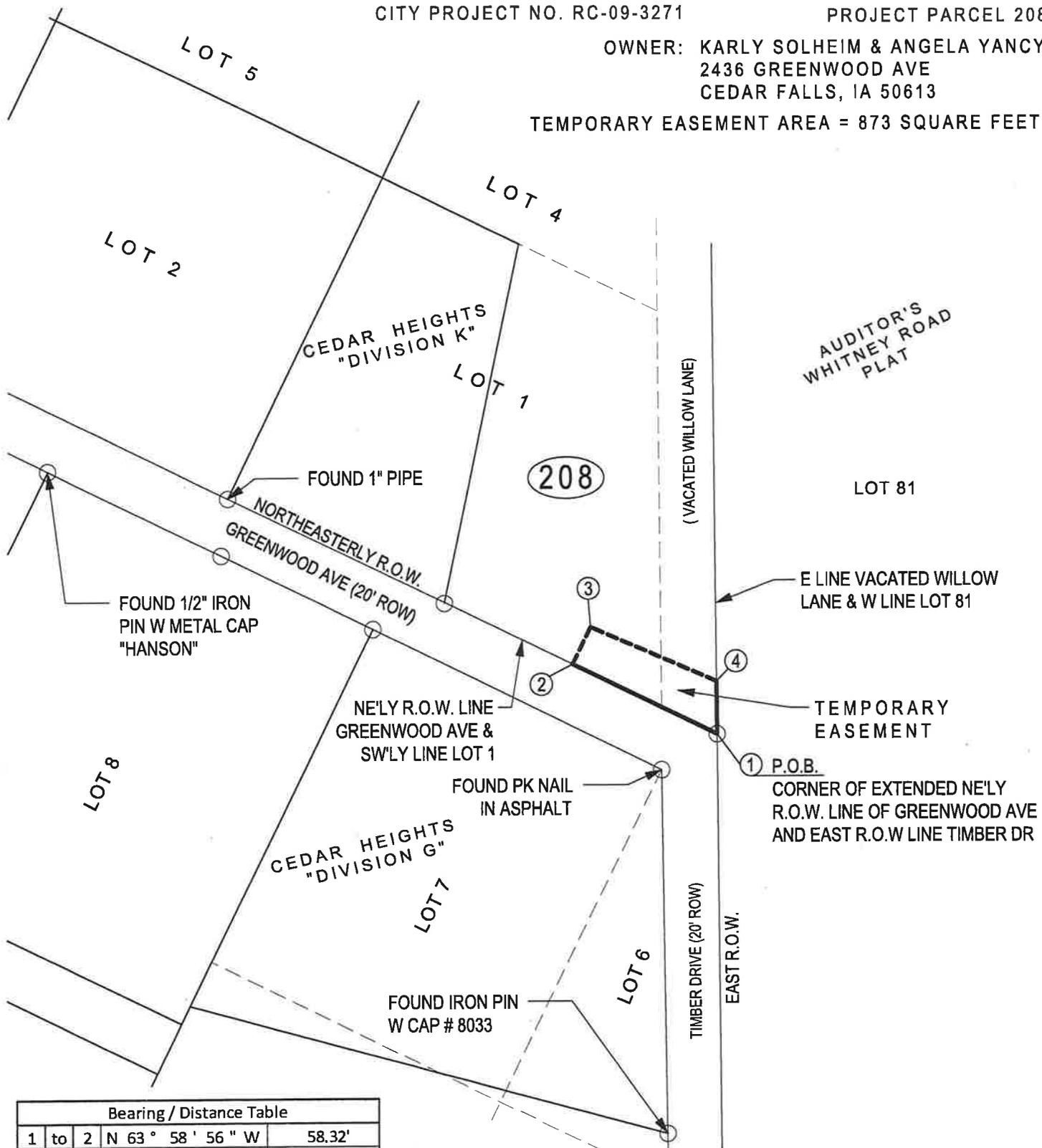
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 208

OWNER: KARLY SOLHEIM & ANGELA YANCY  
2436 GREENWOOD AVE  
CEDAR FALLS, IA 50613

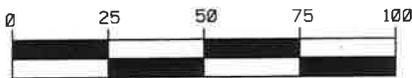
TEMPORARY EASEMENT AREA = 873 SQUARE FEET



| Bearing / Distance Table |                 |        |
|--------------------------|-----------------|--------|
| 1 to 2                   | N 63° 58' 56" W | 58.32' |
| 2 to 3                   | N 26° 01' 04" E | 15.00' |
| 3 to 4                   | S 66° 26' 39" E | 49.81' |
| 4 to 1                   | S 00° 30' 24" E | 19.16' |

NOTE: BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF GREENWOOD AVENUE BEARING N 63°58'56" W

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)



SCALE IN FEET



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle*      9-21-22  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 208

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 208:

A parcel of land situated in part of Lot 1 and part of vacated Willow Lane both in Cedar Heights Division K in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the intersection of the extended Northeasterly Right of Way Line of Greenwood Ave with the East Right of Way line of Timber Drive; thence N 63°58'56" West along said Northeasterly Right of Way line, 58.32 feet; thence North 26°01'04" East, 15.00 feet; thence South 66°26'39" East, 49.81 feet to the East line of vacated Willow Lane; thence South 00°30'24" East along said East line, 19.16 feet to Point of Beginning.

Containing 873 Square Feet.

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

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Karla N. Solheim and Angela D. Yancy, a married couple ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Duration of Temporary Easement. This Agreement and the easements in favor of Grantee shall commence 03/15/2023 and terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 03/15/2024, whichever comes first.

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

GRANTORS:

X [Signature]  
Karla N. Solheim

X [Signature]  
Angela D. Yancy

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 5<sup>th</sup> day of December,  
2022, by Karla Solheim and Angela Yancy, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[Notary Public - ~~the~~ Green State]  
Title of Office

[My commission expires: 5/17/2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

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

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

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

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

| Index Legend |  |
|--------------|--|
| Location:    | Part of Lot 1 & part of vacated Willow Ln in Cedar Heights Division K in the City of Cedar Falls, Iowa |
| Requestor:   | City of Cedar Falls, Iowa  |
| Proprietor:  | Karla Solheim & Angela Yancy   |
| Surveyor:    | Michael R. Fagle   |
| Company:     | AECOM<br>Michael R. Fagle, 501 Sycamore Street, Suite 222,<br>Waterloo, Iowa, 50703                    |
| Return To    | AECOM, mike.fagle@aecom.com - 319-874-6595   |

Item 23.

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

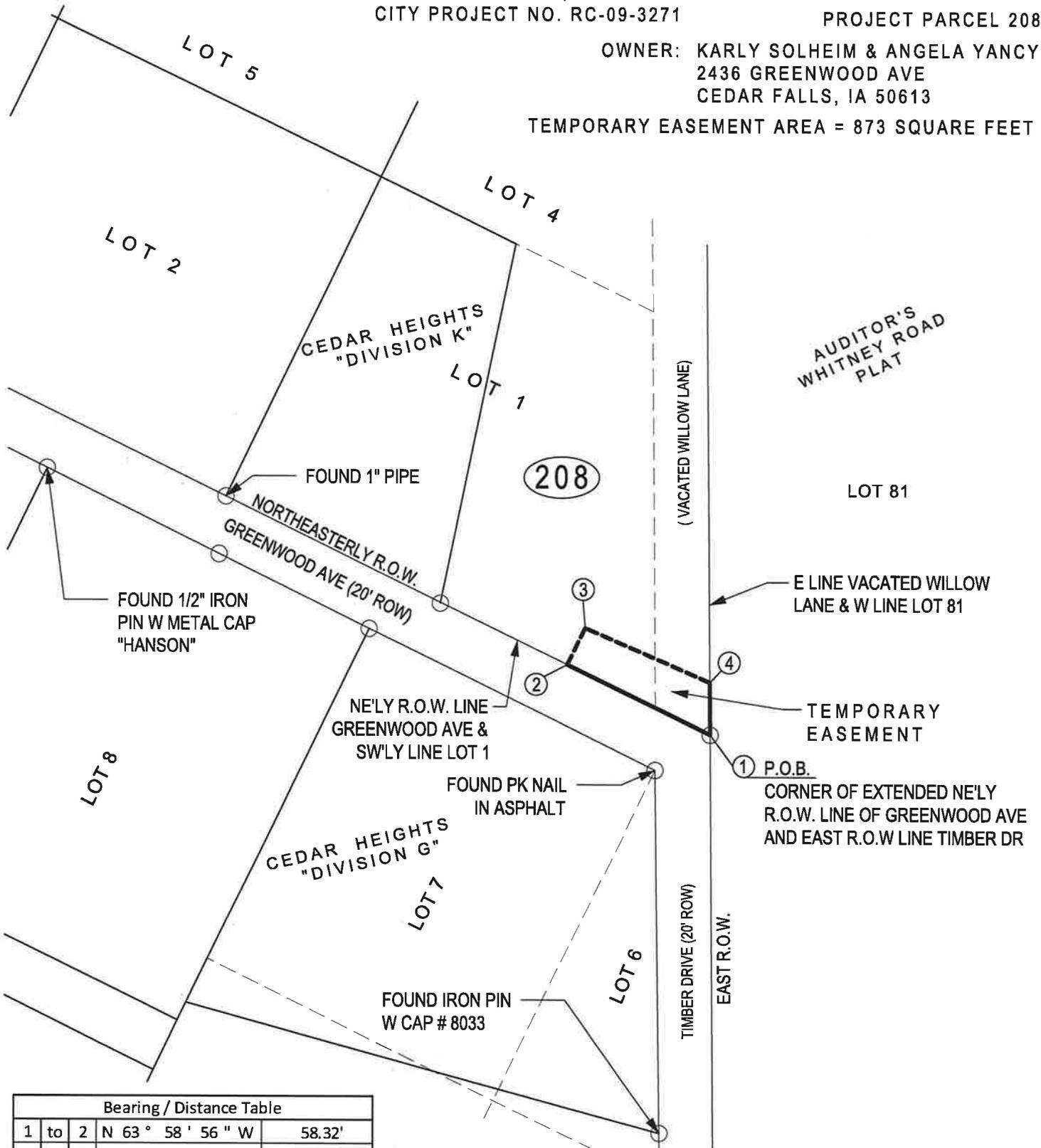
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CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 208

OWNER: KARLY SOLHEIM & ANGELA YANCY  
2436 GREENWOOD AVE  
CEDAR FALLS, IA 50613

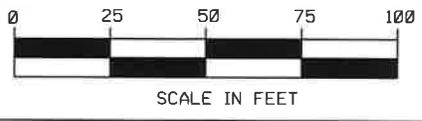
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| 3                        | to | 4 | S 66° 26' 39" E 49.81' |
| 4                        | to | 1 | S 00° 30' 24" E 19.16' |

NOTE: BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF GREENWOOD AVENUE BEARING N 63°58'56" W

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)



SHEET 1 OF 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*Michael R. Fagle* 9-21-22  
Date

MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this set  
SHEETS 1 AND 2 OF 2

482

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

Item 23.

PROJECT PARCEL 208

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

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Containing 873 Square Feet.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

---

**INTEROFFICE MEMORANDUM**


---

**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** February 27, 2023  
**SUBJECT:** FY2024 Budget

You may recall at Council Goal Setting that it was summarized about the new requirements that came about three years ago from the State of Iowa related to budget hearings. The first part of these new requirements is having a hearing setting the maximum levy. Attached is the new required form giving notice of the hearing to set this maximum levy. The levy rate as set by the attached notice, is balancing a budget that includes all of the items addressed at goal setting relating to capital projects, staffing, and services.

You may also recall that unfortunately this new state notice, does not include the total levy rate, it only has certain levies. Therefore, this is not the true picture of the total levy rate. For example, the total rate for the prior year was \$11.51 and you will see by the notice that it only shows \$10.76. For the upcoming FY24, the form shows a rate of \$10.81, however, the total rate is being proposed at \$11.74. In addition, because of how the form works, it shows an increase of .72% for FY24. However, the actual effect on the residential property owner will be a 2.98% increase in property taxes using this maximum levy. Commercial and Industrial will see a 2.0% increase and multi-residential will see a 12.56% decrease.

The step for this council meeting on March 6<sup>th</sup> is simply setting the date to hold the hearing for the maximum levy rate as required by the Code of Iowa. **I would ask that the public hearing be set for March 20, 2023.**

If you have any questions, about the budget or the budget process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING - CITY OF CEDAR FALLS - PROPOSED PROPERTY TAX LEVY  
Fiscal Year July 1, 2023 - June 30, 2024**

Item 24.

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 3/20/2023 **Meeting Time:** 07:00 PM **Meeting Location:** Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
cedarfalls.com

City Telephone Number  
(319) 273-8600

|  | <b>Current Year Certified<br/>Property Tax 2022 - 2023</b> | <b>Budget Year Effective<br/>Property Tax 2023 - 2024</b> | <b>Budget Year Proposed Maximum<br/>Property Tax 2023 - 2024</b> | <b>Annual %<br/>CHG</b> |
|--|--|---|--|-------------------------|
| Regular Taxable Valuation                  | 2,064,620,691  | 2,068,909,898   | 2,068,909,898  |                         |
| Tax Levies:                                |  |   |  |                         |
| Regular General                            | 16,723,428   | 16,723,428  | 16,758,170   |                         |
| Contract for Use of Bridge                 |  |   | 0  |                         |
| Opr & Maint Publicly Owned Transit         | 456,100  | 456,100   | 474,340  |                         |
| Rent, Ins. Maint. Of Non-Owned Civ. Ctr.   |  |   | 0  |                         |
| Opr & Maint of City-Owned Civic Center     |  |   | 0  |                         |
| Planning a Sanitary Disposal Project       |  |   | 0  |                         |
| Liability, Property & Self-Insurance Costs | 249,340  | 249,340   | 312,770  |                         |
| Support of Local Emer. Mgmt. Commission    | 576,590  | 576,590   | 1,104,190  |                         |
| Emergency                                  |  |   | 0  |                         |
| Police & Fire Retirement                   | 1,136,090  | 1,136,090   | 1,123,780  |                         |
| FICA & IPERS                               | 1,593,540  | 1,593,540   | 1,639,300  |                         |
| Other Employee Benefits                    | 1,473,770  | 1,473,770   | 957,840  |                         |
| <b>Total Tax Levy</b>                      | 22,208,858   | 22,208,858  | 22,370,390   | 0.72                    |
| <b>Tax Rate</b>                            | 10.75687   | 10.73457  | 10.81265   |                         |

**Explanation of significant increases in the budget:**

Significant increases to the budget are caused by staffing costs, including negotiated salary and benefit increases. Also, consolidated dispatch costs increased significantly due to the formula being changed.

**If applicable, the above notice also available online at:**

cedarfalls.com; <https://www.facebook.com/citycf>; <https://twitter.com/CityCF>; [https://www.instagram.com/cedar\\_falls\\_iowa/](https://www.instagram.com/cedar_falls_iowa/)

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Robert M. Green and City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** March 6, 2023  
**SUBJECT:** Petition from City Council to amend the Downtown Character District (TA22-003)

On July 18<sup>th</sup>, 2022, the City Council held a public hearing on an ordinance to amend the Downtown Character District zoning regulations recommended unanimously by the Planning and Zoning Commission at their June 8<sup>th</sup> meeting. In effect, this ordinance would have required site plans for new buildings proposed in the Urban General, Urban General 2, and Storefront frontages to be reviewed by the Planning and Zoning Commission and approved by the City Council.

After the close of the public hearing the City Council discussed the proposed ordinance and a motion passed to refer the ordinance back to the Planning and Zoning Commission with a petition for additional amendments to the zoning ordinance “to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196, C.2.b.” The minutes of this discussion are listed below.

#### **Minutes from the July 18<sup>th</sup> City Council meeting:**

It was moved by deBuhr and seconded by Harding that an ordinance, amending Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT), be passed upon its first consideration. Following questions by Councilmembers Harding and Kruse, and responses by City Attorney Rogers and Planning & Community Services Manager Howard, it was moved by Kruse and seconded by Sires to petition the Planning & Zoning Commission to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196, C.2.b. Following comments and questions by Councilmembers deBuhr, Kruse, Dunn, Harding and Sires, and responses by Howard, it was moved by Harding to call the question on the original motion. Motion failed 3-4, with deBuhr, Kruse, Ganfield and Sires voting Nay. Following comments by Mayor Green, and questions and comments by Councilmembers deBuhr, Kruse, Harding, Dunn and Schultz, the Mayor put the question on the motion to petition the Planning & Zoning Commission. Motion carried 4-3, with Dunn, Schultz and Harding voting Nay.

#### **Direction from Planning and Zoning Commission**

At the Commission’s August 10, 2022 meeting, the Commission discussed the petition from the

City Council and directed staff to prepare draft language for consideration at a public hearing on August 24, 2022.

**At their August 24, 2022 meeting, on a vote of 4-5, the Planning and Zoning Commission recommended denial of the attached amendments to the zoning ordinance.**

**Council Action at the September 6, 2022 meeting:** At the Council meeting on September 6, the City Council postponed setting the public hearing date until after Council decided whether to amend the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission from 2/3 majority to simple majority.

The ordinance amendment regarding the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission was resolved at the January 3, 2023 Council meeting when the City Council failed to override Mayor's veto of said ordinance change.

**RECOMMENDATION ON POSTPONED ZONING ORDINANCE AMENDMENTS:** Staff now recommends that the Council set a date of public hearing for March 20, 2023 on amendments to the zoning code relative to the petition from the City Council to require review and approval of site plans by the Planning and Zoning Commission and the City Council for certain projects in the Downtown Character District as set forth in the attached red-lined draft. The full staff report with Planning and Zoning Commission minutes will be forwarded to the Council in the March 20, 2023 Council packet.

Note: Due to the disapproval of the proposed amendments by the Planning and Zoning Commission, it will require 2/3 majority of Council to approve the amendments.

Attachments:

- Red-lined draft of the most recent proposed changes to the zoning code per the petition from City Council.

Note that in the red-lined version of the proposed code amendments, the strike-through notation indicates language to be deleted. Underlined text is new language added. All other language is unchanged and is included to provide context for the changes proposed. The highlighted section is the language that was added per City Council's petition for further revisions forwarded after the public hearing at City Council on July 18, 2022.

**Amend Section 26-191C., Applicability, as follows:**

C. Applicability and Development Review

- 1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
- 2. ~~The process for developing or redeveloping within a Character District is delineated in Section 26-36 through Section 26-39. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Section 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for the following:~~
  - a. Site plans for new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
  - b. Any plan for expanding the gross floor area of an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
  - c. Any plan for one or more additional dwelling units within an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
- 3. With regard to any of the exceptions listed in subparagraphs a., b., and c., above, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.

**Amend Section 26-36 and 26-37, as follows:**

Sec. 26-36. ~~Administrative Determination~~ Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) **APPLICABILITY GENERAL APPLICATION REQUIREMENTS**

~~The Zoning Administrator shall review and decide upon applications for the following administrative reviews and code adjustments in consultation with the Zoning Review Committee(ZRC) and/or the staff Technical Review Committee, as applicable. Some of these processes have additional review and approval requirements; a cross-reference to those requirements is provided in the right column.~~

| <b>Permit or Adjustment</b> | <b>Additional Review Requirements</b> |
|-----------------------------|---------------------------------------|
| Site Plan                   | Section 26-37.D                       |

|                          |                 |
|--------------------------|-----------------|
| Proportionate Compliance | n/a             |
| Minor Adjustment         | Section 26-39.E |

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

**(b) APPLICATION COMPLETENESS REVIEW**

- (1) Applications shall not be processed until all fees and materials have been submitted and are deemed ~~sufficient~~ complete in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application ~~sufficiency~~ completeness.
- (2) If an application is deemed ~~insufficient~~ incomplete, the Zoning Administrator shall inform the applicant of the specific submittal requirements that have not been met. ~~The Zoning Administrator may provide notice in writing, electronically, or in conversation with the applicant.~~
- (3) If an application is deemed ~~insufficient~~ incomplete, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the date informed of the insufficiency of the application.
  - a. An ~~insufficient~~ incomplete application that has not been revised to meet the completeness requirements shall expire on the 30<sup>th</sup> day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
  - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including payment of the application fee.

**(c) REVIEW, REFERRAL, AND RECOMMENDATION**

- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
- (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

**(d) REVIEW AND DECISION-MAKING**

- (1) ~~The Zoning Administrator shall review the Applications~~ shall be reviewed for conformance with all applicable provisions of this Code ~~chapter~~.
- (2) To be approved, an application shall be fully consistent with the standards of this ~~chapter~~ Code unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards. ~~An administrative approval may include instructions and clarifications regarding compliance with this Code, but shall not be approved with conditions that require action beyond the specific requirements of the City Code of Ordinances.~~
- (3) Except as specified in paragraph (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny the applications for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.

- (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards and requirements of this Code, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

**(e) ~~APPEAL~~**

1. ~~Administrative determinations are appealable pursuant to Section 26-62.~~

Sec. 26-37. Site Plan

**(a) APPLICABILITY**

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

**(b) AUTHORITY**

A site plan is required for:

**(1) Character Districts**

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code;

**(2) ~~Traditional Zone Districts~~ All other Zoning Districts**

- a. Any application for a commercial, industrial, institutional, or multi-unit residential dwelling project development;
- b. Any application for development requiring site plan review, site development plan review, development plan review, plan review, or similar review as set forth elsewhere in this chapter.

**(c) APPLICATION PROCEDURES**

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional and encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

**(d) DECISION CRITERIA**

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies;
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of this Code ~~the Code of Ordinances~~, or with all applicable requirements as modified by ~~a request for a~~ an approved minor adjustment.

**~~(e) LIMITATION OF APPROVAL~~**

~~Zoning Administrator approval of a site plan does not in any way imply approval by any other City department.~~

**(f) EFFECT**

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- ~~(2) No permit shall be issued for any building, structure, or use that does not conform to an approved site plan.~~
- (3) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (4) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

**(g) POST-APPROVAL ACTIONS****(1) Expiration**

- a. Approved site plans shall expire one year after approval if the applicable permit(s) for the proposed development ~~a building permit has~~ have not been issued. ~~or the approved use established.~~ In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for development review.
- b. For good cause, an extension not to exceed one year may be granted by the Zoning Administrator. Requests for an extension must be in writing stating the reasons for such request.

**(2) Modifications to Site plans**

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for ~~the an~~ initial site plan submittal, or as otherwise specified in this Chapter.



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### MEMORANDUM

#### *Planning & Community Services Division*

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

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

**DATE:** March 6, 2023

**SUBJECT:** Petition from City Council to amend parking requirements in the Downtown Character District (TA22-004)

At the Committee meeting on August 15, 2022, the City Council directed staff to forward to the Planning and Zoning Commission a petition to eliminate the mandatory requirements for shared parking from the zoning code that currently apply in the Downtown Character District. The motion was made for this petition after a previous Council Committee discussion about the time and location standards for shared parking. It was decided that given the continued concerns about the shared parking requirements that the best course of action would be to eliminate these requirements from the zoning ordinance but continue to allow and even encourage voluntary agreements between property owners to share parking. In addition, a motion was made to increase the required parking for multi-unit dwellings from 0.75 spaces per bedroom to one parking space per bedroom.

#### **Background**

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

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

In January 2022, the City Council petitioned the Planning and Zoning to consider eliminating the shared parking requirements in the code. Council expressed several concerns about the shared parking requirements, including concerns about requiring property owners to make their private property available for public use and about how the shared spaces will be managed and monitored over time. A majority of the City Council felt that the potential downsides outweighed the potential benefits of this requirement and

requested the Commission consider eliminating the shared parking requirements from the zoning code. They noted that property owners would still have the option to voluntarily share their parking with other users or the public. The Commission considered this request at a public hearing on February 9 and on a 3-4 vote disapproved the Council's petition.

At that same time the City Council also petitioned the Planning and Zoning Commission to consider increasing the parking requirement for multi-unit dwellings from 0.5 spaces per bedroom to 1 space per bedroom. Based on the recommendations of the parking study conducted by WGI in late 2018, along with stakeholder interviews during the Visioning process, the consultants drafting the Downtown Character District Code (Ferrell Madden), included a reduction in the parking requirements for residential within mixed-use and multi-unit buildings from 1 space per bedroom to 0.5 spaces per bedroom (along with 0.25 spaces per bedroom for shared parking).

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

At a public hearing on February 9<sup>th</sup>, a motion to approve the Council's petition failed for a lack of a second to the motion, and therefore was considered disapproved by the Planning and Zoning Commission.

As an alternative, the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than 1 space per unit.

Based on the Planning and Zoning Commission's recommendations, the City Council approved the ordinance amendment to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than one parking space per unit. After a public hearing and three readings, the amendment was adopted on April 4, 2022.

On September 14, 2022 the Planning and Zoning Commission discussed the Council's latest petition to eliminate the shared parking requirements from the Downtown Character District Code and the petition to increase the parking requirements for mixed-use and multi-unit buildings to 1 space per bedroom and held a public hearing on September 28, 2022 regarding the same.

**Planning and Zoning Commission Recommendation:** After a public hearing on September 28, 2022, on vote of 1 aye (Saul) to 7 nays (Crisman, Grybovych, Hartley, Holst, Larson, Lynch and Moser), the Planning and Zoning Commission recommended denial of the petition from the City Council to eliminate the shared parking requirements from the Downtown Character District Code; and

On a vote of 1 aye (Saul) to 7 nays (Crisman, Grybovych, Hartley, Holst, Larson, Lynch and Moser), the Planning and Zoning Commission recommended denial of the petition from the City Council to increase the required parking for residential uses in mixed-use and multi-unit buildings from 0.75 spaces per bedroom to 1 space per bedroom.

**Council Action at the October 17, 2022 meeting:** At the Council meeting on October 17, 2022, the City Council postponed setting the public hearing date until after Council decided whether to amend the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission from 2/3 majority to simple majority.

The ordinance amendment regarding the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission was resolved at the January 3, 2023 Council meeting when the City Council failed to override Mayor's veto of said ordinance change.

**RECOMMENDATION ON POSTPONED ZONING ORDINANCE AMENDMENTS:**

Staff now recommends that the Council set a public hearing date of March 20, 2022 to consider the recommendations of the Planning and Zoning Commission regarding each of the aforementioned petitions relative to:

- Eliminating the shared parking requirements in the Downtown Character District; and to
- Increase the required parking for residential uses in mixed-use and multi-unit buildings in the Downtown Character District from 0.75 spaces per bedroom to 1 space per bedroom.

Note: Due to the disapproval of the proposed amendments by the Planning and Zoning Commission, it will require 2/3 majority of Council to approve the amendments.



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requested the Commission consider eliminating the shared parking requirements from the zoning code. They noted that property owners would still have the option to voluntarily share their parking with other users or the public. The Commission considered this request at a public hearing on February 9 and on a 3-4 vote disapproved the Council's petition.

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**RECOMMENDATION ON POSTPONED ZONING ORDINANCE AMENDMENTS:**

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Note: Due to the disapproval of the proposed amendments by the Planning and Zoning Commission, it will require 2/3 majority of Council to approve the amendments.

# DAILY INVOICES FOR 3/06/23 COUNCIL MEETING

Item 28.

PREPARED 02/27/2023, 8:44:28  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 08/2023

| GROUP                        | PO  | ACCTG    | ----TRANSACTION---- | DESCRIPTION                                       | DEBITS   | CREDITS | CURRENT<br>BALANCE |
|------------------------------|-----|----------|---------------------|---|----------|---------|--------------------|
| NBR                          | NBR | PER.     | CD DATE NUMBER      |   |          |         | POST DT            |
| <b>FUND 101 GENERAL FUND</b> |     |          |                     |   |          |         |                    |
| 101-1038-441.81-32           |     |          |                     | PROFESSIONAL SERVICES / TUITION ASSISTANCE        |          |         |                    |
| 1370                         |     | 08/23 AP | 02/14/23 0398297    | SMITH JR, TIMOTHY B                               | 1,134.00 |         | 02/16/23           |
|                              |     |          |                     | TUITION REIMBURSEMENT                             |          |         |                    |
|                              |     |          |                     | CULTURE OF LEARNING ORGS                          |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 1,134.00 | .00     | 1,134.00           |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.72-19           |     |          |                     | OPERATING SUPPLIES / PRINTING                     |          |         |                    |
| 1243                         |     | 09/23 AP | 02/01/23 0000000    | TELEVEND SERVICES, INC.                           | 137.29   |         | 02/22/23           |
|                              |     |          |                     | PRINTING FAX CARDS                                |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 137.29   | .00     | 137.29             |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.72-99           |     |          |                     | OPERATING SUPPLIES / POSTAGE                      |          |         |                    |
| 1333                         |     | 09/23 AP | 01/27/23 0000000    | QUADIENT FINANCE USA, INC.                        | 300.00   |         | 02/22/23           |
|                              |     |          |                     | POSTAGE   |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 300.00   | .00     | 300.00             |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.81-91           |     |          |                     | PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT |          |         |                    |
| 1333                         |     | 09/23 AP | 02/09/23 0000000    | GORDON FLESCH COMPANY INC                         | 1,849.24 |         | 02/22/23           |
|                              |     |          |                     | COPIER CONTRACT                                   |          |         |                    |
|                              |     |          |                     | 015-1483981-000                                   |          |         |                    |
| 1243                         |     | 09/23 AP | 01/12/23 0000000    | GORDON FLESCH COMPANY INC                         | 923.47   |         | 02/22/23           |
|                              |     |          |                     | COPIER CONTRACT                                   |          |         |                    |
|                              |     |          |                     | 015-1483981-000                                   |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 2,772.71 | .00     | 2,772.71           |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.83-06           |     |          |                     | TRANSPORTATION&EDUCATION / EDUCATION              |          |         |                    |
| 1243                         |     | 09/23 AP | 01/23/23 0000000    | HOMELESS TRAINING INSTITUTE,                      | 749.00   |         | 02/22/23           |
|                              |     |          |                     | NICHE ACADEMY TRAININGS                           |          |         |                    |
|                              |     |          |                     | SUBSCRIPTION                                      |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 749.00   | .00     | 749.00             |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.85-01           |     |          |                     | UTILITIES / UTILITIES                             |          |         |                    |
| 1333                         |     | 09/23 AP | 02/05/23 0000000    | CEDAR FALLS UTILITIES                             | 5,253.02 |         | 02/22/23           |
|                              |     |          |                     | LIBRARY UTILITIES                                 |          |         |                    |
|                              |     |          |                     | ACCOUNT TOTAL                                     | 5,253.02 | .00     | 5,253.02           |
|                              |     |          |                     |   |          |         |                    |
| 101-1060-423.86-01           |     |          |                     | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE       |          |         |                    |
| 1333                         |     | 09/23 AP | 02/17/23 0000000    | ARAMARK   | 23.55    |         | 02/22/23           |
|                              |     |          |                     | LIBRARY MAT SERVICE                               |          |         |                    |
| 1333                         |     | 09/23 AP | 02/08/23 0000000    | OFFICE EXPRESS OFFICE PRODUCT                     | 13.78    |         | 02/22/23           |
|                              |     |          |                     | MR. CLEAN MAGIC ERASERS                           |          |         |                    |
| 1243                         |     | 09/23 AP | 02/03/23 0000000    | ARAMARK   | 23.55    |         | 02/22/23           |

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| GROUP NBR   | PO NBR | ACCTG PER. | CD | ---TRANSACTION---<br>DATE | NUMBER  | DESCRIPTION               | DEBITS   | CREDITS | CURRENT BALANCE | POST DT  |
|---|--------|------------|----|---------------------------|---------|---------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |                           |         |                           |          |         |                 |          |
| 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE        |        |            |    |                           |         | continued                 |          |         |                 |          |
| LIBRARY MAT SERVICE   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/20/23                  | 0000000 | ARAMARK                   | 23.55    |         |                 | 02/22/23 |
| LIBRARY MAT SERVICE   |        |            |    |                           |         |                           |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                           | 84.43    | .00     | 84.43           |          |
| 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS               |        |            |    |                           |         |                           |          |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/13/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 16.10    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/09/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 10.23    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/06/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 33.05    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/01/23                  | 0000000 | SPENCER PUBLIC LIBRARY    | 11.99    |         |                 | 02/22/23 |
| ADULT BOOKS (LOST ILL BOOK)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/31/23                  | 0000000 | SETON HALL UNIVERSITY     | 59.99    |         |                 | 02/22/23 |
| ADULT BOOKS (LOST ILL BOOK)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/30/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 15.39    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/30/23                  | 0000000 | WATERLOO PUBLIC LIBRARY   | 17.95    |         |                 | 02/22/23 |
| ADULT BOOKS (LOST WPL BOOK)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/26/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 15.95    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/23/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 36.90    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM BROWN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/23/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 17.10    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM HOGAN)   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/23/23                  | 0000000 | BAKER & TAYLOR BOOKS      | 16.52    |         |                 | 02/22/23 |
| ADULT BOOKS (MEM KNEBEL)  |        |            |    |                           |         |                           |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                           | 251.17   | .00     | 251.17          |          |
| 101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES       |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/02/23                  | 0000000 | INGRAM ENTERTAINMENT INC. | 26.95    |         |                 | 02/22/23 |
| VIDEO GAMES (MEM BROWN)   |        |            |    |                           |         |                           |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                           | 26.95    | .00     | 26.95           |          |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM |        |            |    |                           |         |                           |          |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/14/23                  | 0000000 | DEMCO, INC                | 1,248.63 |         |                 | 02/22/23 |
| FOTL:YOUTH-TABLE & BENCH  |        |            |    |                           |         |                           |          |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/08/23                  | 0000000 | INGRAM ENTERTAINMENT INC. | 81.98    |         |                 | 02/22/23 |
| FOTL:YA-VIDEO GAMES   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/31/23                  | 0000000 | DEMCO, INC                | 19.19    |         |                 | 02/22/23 |
| FOTL:YOUTH-DISPLAY STANDS   |        |            |    |                           |         |                           |          |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/31/23                  | 0000000 | COTA, SAM                 | 150.00   |         |                 | 02/22/23 |

| GROUP NBR   | PO NBR | ACCTG PER. | CD | DATE  | TRANSACTION NUMBER  | DESCRIPTION  | DEBITS    | CREDITS | CURRENT BALANCE | POST DT  |
|---|--------|------------|----|-------|---------------------|--|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |       |                     |  |           |         |                 |          |
| 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM |        |            |    |       |                     | continued  |           |         |                 |          |
| 1243  |        |            |    | 09/23 | AP 01/30/23 0000000 | FOTL:YA-YOGA CLASSES<br>LAKESHORE LEARNING             | 356.46    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/26/23 0000000 | FOTL:YOUTH-CHAIRS &<br>BAKER & TAYLOR BOOKS            | 96.90     |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/13/23 0000000 | FOTL:ADULT-ADULT BOOKS<br>SCHOLASTIC, INC.             | 2,275.00  |         |                 | 02/22/23 |
|   |        |            |    |       |                     | FOTL:YOUTH-YOUTH BOOKS 4<br>CVYR                       |           |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |       |                     |  | 4,228.16  | .00     | 4,228.16        |          |
| 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. |        |            |    |       |                     |  |           |         |                 |          |
| 1333  |        |            |    | 09/23 | AP 02/16/23 0000000 | BERG 2 RMB SLP '23-WILL<br>STUCK, WILL                 | 750.00    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/01/23 0000000 | BERG 2 RMB SLP '23-WILL<br>STUCK PERFORMANCES          | 150.00    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/27/23 0000000 | FIGGE ART MUSEUM<br>FIGGE MUSEUM PASSES                | 461.00    |         |                 | 02/22/23 |
|   |        |            |    |       |                     | BERG 2 RMB ADVNTURE PASS-<br>GROUT MUSEUM DISTRICT     |           |         |                 |          |
|   |        |            |    |       |                     | BERG 2 RMB SLP '23-MAD<br>MIXTURE PROGRAM              |           |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |       |                     |  | 1,361.00  | .00     | 1,361.00        |          |
| 101-1061-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                  |        |            |    |       |                     |  |           |         |                 |          |
| 1243  |        |            |    | 09/23 | AP 01/31/23 0000000 | OFFICE EXPRESS OFFICE PRODUCT<br>REMOVABLE TAPE & 1/2" | 66.80     |         |                 | 02/22/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |  | 66.80     | .00     | 66.80           |          |
| 101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP        |        |            |    |       |                     |  |           |         |                 |          |
| 1333  |        |            |    | 09/23 | AP 02/15/23 0000000 | COMPUTYPE, INC.<br>TS905 2-LABEL SET                   | 1,118.32  |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/10/23 0000000 | COMPUTYPE, INC.<br>INK ROLLS FOR LABEL                 | 130.66    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/07/23 0000000 | PRINTERS (X6)<br>SHOWCASES                             | 285.12    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/31/23 0000000 | 1 CD CASE (X200)<br>DEMCO, INC                         | 48.96     |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 11/23/22 0000000 | 1/4" FILAMENT TAPE<br>SHOWCASES                        | 16.33     |         |                 | 02/22/23 |
|   |        |            |    |       |                     | CD/DVD ENVELOPES                                       |           |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |       |                     |  | 1,599.39  | .00     | 1,599.39        |          |
| 101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT  |        |            |    |       |                     |  |           |         |                 |          |
| 1333  |        |            |    | 09/23 | AP 02/08/23 0000000 | SIRSI CORPORATION<br>CATALOG SERV-50% SPLIT WL         | 27,946.24 |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 02/01/23 0000000 | 3/1/23-2/28/24<br>OCLC, INC.                           | 779.19    |         |                 | 02/22/23 |
|   |        |            |    |       |                     | CATALOG AND METADATA<br>SUBSCRIPTION                   |           |         |                 |          |

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| GROUP NBR  | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | DESCRIPTION NUMBER           | DEBITS    | CREDITS | CURRENT BALANCE POST DT |
|--|--------|------------|----|------------------|------------------------------|-----------|---------|-------------------------|
| FUND 101 GENERAL FUND  |        |            |    |                  |                              |           |         |                         |
| 101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT |        |            |    |                  |                              | continued |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |                              | 28,725.43 | .00     | 28,725.43               |
| 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS              |        |            |    |                  |                              |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/15/23         | 0000000 BAKER & TAYLOR BOOKS | 507.50    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/13/23         | 0000000 BAKER & TAYLOR BOOKS | 281.49    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/09/23         | 0000000 BAKER & TAYLOR BOOKS | 412.35    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 02/07/23         | 0000000 BAKER & TAYLOR BOOKS | 898.89    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 02/06/23         | 0000000 BAKER & TAYLOR BOOKS | 314.76    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/30/23         | 0000000 BAKER & TAYLOR BOOKS | 162.14    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/26/23         | 0000000 BAKER & TAYLOR BOOKS | 484.65    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/24/23         | 0000000 BAKER & TAYLOR BOOKS | 442.65    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/23/23         | 0000000 BAKER & TAYLOR BOOKS | 223.20    |         | 02/22/23                |
|  |        |            |    |                  | ADULT BOOKS                  |           |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |                              | 3,727.63  | .00     | 3,727.63                |
| 101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS        |        |            |    |                  |                              |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/15/23         | 0000000 BAKER & TAYLOR BOOKS | 413.73    |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/09/23         | 0000000 BAKER & TAYLOR BOOKS | 67.92     |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/07/23         | 0000000 BAKER & TAYLOR BOOKS | 347.95    |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1243   |        | 09/23 AP   |    | 02/06/23         | 0000000 BAKER & TAYLOR BOOKS | 14.98     |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/30/23         | 0000000 BAKER & TAYLOR BOOKS | 33.31     |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/26/23         | 0000000 BAKER & TAYLOR BOOKS | 18.95     |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| 1243   |        | 09/23 AP   |    | 01/23/23         | 0000000 BAKER & TAYLOR BOOKS | 95.05     |         | 02/22/23                |
|  |        |            |    |                  | YOUNG ADULT BOOKS            |           |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |                              | 991.89    | .00     | 991.89                  |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS              |        |            |    |                  |                              |           |         |                         |
| 1333   |        | 09/23 AP   |    | 02/15/23         | 0000000 SMART APPLE MEDIA    | 605.58    |         | 02/22/23                |
|  |        |            |    |                  | YOUTH BOOKS                  |           |         |                         |

| GROUP NBR   | PO NBR | ACCTG PER. | CD | DATE     | TRANSACTION NUMBER | DESCRIPTION                  | DEBITS   | CREDITS | CURRENT BALANCE | POST DT  |
|---|--------|------------|----|----------|--------------------|------------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |          |                    |                              |          |         |                 |          |
| 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS       |        |            |    |          |                    | continued                    |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/15/23 | 0000000            | BAKER & TAYLOR BOOKS         | 58.45    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/13/23 | 0000000            | BAKER & TAYLOR BOOKS         | 885.69   |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/13/23 | 0000000            | BAKER & TAYLOR BOOKS         | 5.99     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/09/23 | 0000000            | BAKER & TAYLOR BOOKS         | 216.60   |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 02/07/23 | 0000000            | BAKER & TAYLOR BOOKS         | 46.86    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 02/06/23 | 0000000            | BAKER & TAYLOR BOOKS         | 17.44    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/30/23 | 0000000            | BAKER & TAYLOR BOOKS         | 47.92    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/26/23 | 0000000            | BAKER & TAYLOR BOOKS         | 246.41   |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/24/23 | 0000000            | BAKER & TAYLOR BOOKS         | 15.17    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/23/23 | 0000000            | BAKER & TAYLOR BOOKS         | 161.95   |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUTH BOOKS                  |          |         |                 |          |
|   |        |            |    |          |                    | ACCOUNT TOTAL                | 2,308.06 | .00     | 2,308.06        |          |
|   |        |            |    |          |                    |                              |          |         |                 |          |
| 101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS |        |            |    |          |                    |                              |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/15/23 | 0000000            | BAKER & TAYLOR BOOKS         | 11.99    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/09/23 | 0000000            | BAKER & TAYLOR BOOKS         | 18.60    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/07/23 | 0000000            | CENGAGE LEARNING INC         | 78.37    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
| 1243  |        | 09/23      | AP | 02/02/23 | 0000000            | CENTER POINT LARGE PRINT     | 49.14    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/26/23 | 0000000            | BAKER & TAYLOR BOOKS         | 22.80    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
| 1243  |        | 09/23      | AP | 01/23/23 | 0000000            | BAKER & TAYLOR BOOKS         | 20.70    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | LARGE PRINT BOOKS            |          |         |                 |          |
|   |        |            |    |          |                    | ACCOUNT TOTAL                | 201.60   | .00     | 201.60          |          |
|   |        |            |    |          |                    |                              |          |         |                 |          |
| 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO       |        |            |    |          |                    |                              |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/13/23 | 0000000            | BAKER & TAYLOR ENTERTAINMENT | 22.91    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT CD MUSIC               |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/09/23 | 0000000            | BAKER & TAYLOR BOOKS         | 43.98    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT CD BOOKS               |          |         |                 |          |
| 1333  |        | 09/23      | AP | 02/09/23 | 0000000            | BAKER & TAYLOR ENTERTAINMENT | 12.73    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT CD MUSIC               |          |         |                 |          |
| 1243  |        | 09/23      | AP | 02/01/23 | 0000000            | BAKER & TAYLOR ENTERTAINMENT | 11.88    |         |                 | 02/22/23 |

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| GROUP NBR   | PO NBR | ACCTG PER. | CD | TRANSACTION DATE  | DESCRIPTION NUMBER   | DEBITS    | CREDITS | CURRENT BALANCE | POST DT  |
|---|--------|------------|----|-------------------|--|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND                                   |        |            |    |                   |  |           |         |                 |          |
| 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO |        |            |    |                   |  | continued |         |                 |          |
| 1243  |        |            |    | 09/23 AP 01/25/23 | ADULT CD MUSIC<br>BAKER & TAYLOR ENTERTAINMENT                         | 11.88     |         |                 | 02/22/23 |
|   |        |            |    |                   | ADULT CD MUSIC   |           |         |                 |          |
|   |        |            |    |                   | ACCOUNT TOTAL  | 103.38    | .00     | 103.38          |          |
| 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO |        |            |    |                   |  |           |         |                 |          |
| 1333  |        |            |    | 09/23 AP 02/13/23 | ADULT VIDEOS<br>BAKER & TAYLOR ENTERTAINMENT                           | 20.99     |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 AP 02/10/23 | ADULT VIDEOS<br>BAKER & TAYLOR ENTERTAINMENT                           | 150.43    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 AP 02/08/23 | ADULT VIDEOS<br>BAKER & TAYLOR ENTERTAINMENT                           | 108.45    |         |                 | 02/22/23 |
|   |        |            |    |                   | ADULT VIDEOS   |           |         |                 |          |
|   |        |            |    |                   | ACCOUNT TOTAL  | 279.87    | .00     | 279.87          |          |
| 101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS  |        |            |    |                   |  |           |         |                 |          |
| 1333  |        |            |    | 09/23 AP 02/17/23 | DES MOINES REGISTER<br>DES MOINES REGISTER SUB. 3/1/23-2/29/24         | 761.05    |         |                 | 02/22/23 |
|   |        |            |    |                   | ACCOUNT TOTAL  | 761.05    | .00     | 761.05          |          |
| 101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS |        |            |    |                   |  |           |         |                 |          |
| 1243  |        |            |    | 09/23 AP 01/27/23 | EBSCO INFORMATION SERVICES<br>FY23 MAGAZINE ORDER (TEEN BREATHE ADDED) | 63.12     |         |                 | 02/22/23 |
|   |        |            |    |                   | ACCOUNT TOTAL  | 63.12     | .00     | 63.12           |          |
| 101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO |        |            |    |                   |  |           |         |                 |          |
| 1243  |        |            |    | 09/23 AP 02/02/23 | YOUTH CD BOOKS<br>MIDWEST TAPE, LLC                                    | 74.99     |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 AP 01/23/23 | YOUTH CD BOOKS<br>BAKER & TAYLOR BOOKS                                 | 25.84     |         |                 | 02/22/23 |
|   |        |            |    |                   | ACCOUNT TOTAL  | 100.83    | .00     | 100.83          |          |
| 101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO |        |            |    |                   |  |           |         |                 |          |
| 1243  |        |            |    | 09/23 AP 01/26/23 | YOUTH VIDEOS<br>MIDWEST TAPE, LLC                                      | 11.24     |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 AP 01/25/23 | YOUTH VIDEOS<br>BAKER & TAYLOR ENTERTAINMENT                           | 20.96     |         |                 | 02/22/23 |
|   |        |            |    |                   | ACCOUNT TOTAL  | 32.20     | .00     | 32.20           |          |

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|---|--------|------------|----|----------|--------------------|--|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |          |                    |  |           |         |                 |          |
| 101-1061-423.89-37  |        |            |    |          |                    | MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/13/23 | 0000000            | BAKER & TAYLOR BOOKS                       | 40.66     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUNG ADULT CD BOOKS                       |           |         |                 |          |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 40.66     | .00     | 40.66           |          |
| 101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO |        |            |    |          |                    |  |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/10/23 | 0000000            | BAKER & TAYLOR ENTERTAINMENT               | 181.96    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUNG ADULT VIDEOS                         |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/23/23 | 0000000            | BAKER & TAYLOR ENTERTAINMENT               | 20.99     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | YOUNG ADULT VIDEOS                         |           |         |                 |          |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 202.95    | .00     | 202.95          |          |
| 101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS |        |            |    |          |                    |  |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/16/23 | 0000000            | OVERDRIVE, INC.                            | 50.00     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/16/23 | 0000000            | OVERDRIVE, INC.                            | 404.65    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/14/23 | 0000000            | OVERDRIVE, INC.                            | 229.19    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/14/23 | 0000000            | OVERDRIVE, INC.                            | 104.98    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/08/23 | 0000000            | MIDWEST TAPE, LLC                          | 10,000.00 |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADDITIONAL ADVANCE PAYMENT                 |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/08/23 | 0000000            | OVERDRIVE, INC.                            | 463.91    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1333  |        | 09/23 AP   |    | 02/08/23 | 0000000            | OVERDRIVE, INC.                            | 217.56    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/07/23 | 0000000            | OVERDRIVE, INC.                            | 55.00     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/07/23 | 0000000            | OVERDRIVE, INC.                            | 95.00     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/02/23 | 0000000            | OVERDRIVE, INC.                            | 131.95    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/02/23 | 0000000            | OVERDRIVE, INC.                            | 87.50     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 02/02/23 | 0000000            | OVERDRIVE, INC.                            | 47.50     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/31/23 | 0000000            | OVERDRIVE, INC.                            | 246.89    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/25/23 | 0000000            | OVERDRIVE, INC.                            | 22.49     |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/25/23 | 0000000            | OVERDRIVE, INC.                            | 119.57    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT AUDIO BOOKS                          |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/25/23 | 0000000            | OVERDRIVE, INC.                            | 458.20    |         |                 | 02/22/23 |
|   |        |            |    |          |                    | ADULT E-BOOKS                              |           |         |                 |          |
| 1243  |        | 09/23 AP   |    | 01/25/23 | 0000000            | OVERDRIVE, INC.                            | 210.99    |         |                 | 02/22/23 |

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|---|--------|------------|----|-------|---------------------|---|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |       |                     |   |           |         |                 |          |
| 101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS |        |            |    |       |                     | continued   |           |         |                 |          |
| 1243  |        |            |    | 09/23 | AP 01/20/23 0000000 | ADULT AUDIO BOOKS<br>OVERDRIVE, INC.                                  | 630.11    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/20/23 0000000 | ADULT E-BOOKS<br>OVERDRIVE, INC.                                      | 440.72    |         |                 | 02/22/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |   | 14,016.21 | .00     | 14,016.21       |          |
| 101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS |        |            |    |       |                     |   |           |         |                 |          |
| 1333  |        |            |    | 09/23 | AP 02/15/23 0000000 | YOUTH E-BOOKS<br>OVERDRIVE, INC.                                      | 351.12    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/15/23 0000000 | YOUTH AUDIO BOOKS<br>OVERDRIVE, INC.                                  | 518.08    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/10/23 0000000 | YOUTH E-BOOKS<br>OVERDRIVE, INC.                                      | 693.59    |         |                 | 02/22/23 |
| 1333  |        |            |    | 09/23 | AP 02/10/23 0000000 | YOUTH AUDIO BOOKS<br>OVERDRIVE, INC.                                  | 318.09    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/30/23 0000000 | YOUTH E-BOOKS<br>OVERDRIVE, INC.                                      | 573.48    |         |                 | 02/22/23 |
| 1243  |        |            |    | 09/23 | AP 01/30/23 0000000 | YOUTH AUDIO BOOKS<br>OVERDRIVE, INC.                                  | 93.40     |         |                 | 02/22/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |   | 2,547.76  | .00     | 2,547.76        |          |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES          |        |            |    |       |                     |   |           |         |                 |          |
| 1370  |        |            |    | 08/23 | AP 02/14/23 0398291 | RMB:CONSENSES BLOCK<br>GREEN, ROB<br>FRAMES                           | 44.36     |         |                 | 02/16/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |   | 44.36     | .00     | 44.36           |          |
| 101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES     |        |            |    |       |                     |   |           |         |                 |          |
| 1419  |        |            |    | 08/23 | AP 02/23/23 0398323 | ORDINANCE 3023<br>BLACK HAWK CO.RECORDER<br>REZONE MIDWAY BUSINESS PK | 37.00     |         |                 | 02/24/23 |
| 1419  |        |            |    | 08/23 | AP 02/23/23 0398323 | ORDINANCE 3024<br>BLACK HAWK CO.RECORDER<br>REZONE MIDWAY 2ND ADD.    | 12.00     |         |                 | 02/24/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |   | 49.00     | .00     | 49.00           |          |
| 101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY       |        |            |    |       |                     |   |           |         |                 |          |
| 1419  |        |            |    | 08/23 | AP 02/20/23 0398324 | UTILITIES THRU 02/10/23<br>CEDAR FALLS UTILITIES                      | 63.68     |         |                 | 02/24/23 |
| ACCOUNT TOTAL   |        |            |    |       |                     |   | 63.68     | .00     | 63.68           |          |

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|---|--------|------------|----|----------|--------------------|---|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |          |                    |   |          |         |                 |          |
| 101-2205-432.88-17  |        |            |    |          |                    | OUTSIDE AGENCIES / CEDAR FALLS BAND             |          |         |                 |          |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398273            | CEDAR FALLS MUNICIPAL BAND PROPERTY TAX PAYMENT | 156.05   |         |                 | 02/14/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 156.05   | .00     | 156.05          |          |
| 101-2235-412.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) |        |            |    |          |                    |   |          |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/17/23 | 0398321            | ASCHE, MICHAEL RMB:TRAVEL-ICC REGION 3          | 747.67   |         |                 | 02/24/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 747.67   | .00     | 747.67          |          |
| 101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE   |        |            |    |          |                    |   |          |         |                 |          |
| 1350  |        | 08/23 AP   |    | 11/21/22 | 0398270            | ANDREW THOMAS 1/2 DNPMT.RENT.CONV.INCNT         | 5,000.00 |         |                 | 02/14/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 5,000.00 | .00     | 5,000.00        |          |
| 101-2253-423.85-01 UTILITIES / UTILITIES                                |        |            |    |          |                    |   |          |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES UTILITIES THRU 02/10/23   | 7,646.71 |         |                 | 02/24/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 7,646.71 | .00     | 7,646.71        |          |
| 101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES                 |        |            |    |          |                    |   |          |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES UTILITIES THRU 02/10/23   | 967.83   |         |                 | 02/24/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 967.83   | .00     | 967.83          |          |
| 101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS                     |        |            |    |          |                    |   |          |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398329            | STONE SOUL PICNIC REFUND-CHANGE IN RESERV.      | 160.00   |         |                 | 02/24/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 160.00   | .00     | 160.00          |          |
| 101-2280-423.85-01 UTILITIES / UTILITIES                                |        |            |    |          |                    |   |          |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES UTILITIES THRU 02/10/23   | 1,930.95 |         |                 | 02/24/23 |
|   |        |            |    |          |                    | ACCOUNT TOTAL                                   | 1,930.95 | .00     | 1,930.95        |          |
| 101-4511-414.85-01 UTILITIES / UTILITIES                                |        |            |    |          |                    |   |          |         |                 |          |

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| FUND 101 GENERAL FUND   |        |            |    |          |                    |   |        |         |                 |          |
| 101-4511-414.85-01 UTILITIES / UTILITIES                                |        |            |    |          |                    | continued   |        |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES<br>UTILITIES THRU 02/10/23                    | 5.25   |         |                 | 02/24/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 5.25   | .00     | 5.25            |          |
| 101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS                     |        |            |    |          |                    |   |        |         |                 |          |
| 1392  |        | 08/23 AP   |    | 02/17/23 | 0398310            | PHILIP HARBERTS<br>REF: OCCUPANCY PERMIT<br>1417 STARVIEW DRIVE     | 125.00 |         |                 | 02/20/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 125.00 | .00     | 125.00          |          |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES              |        |            |    |          |                    |   |        |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES<br>UTILITIES THRU 02/10/23                    | 114.31 |         |                 | 02/24/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 114.31 | .00     | 114.31          |          |
| 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT        |        |            |    |          |                    |   |        |         |                 |          |
| 1402  |        | 08/23 AP   |    | 02/10/23 | 0398318            | U.S. CELLULAR<br>COVERT CAMERA CELL PLAN<br>2/9/23-3/8/23           | 94.32  |         |                 | 02/22/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 94.32  | .00     | 94.32           |          |
| 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT              |        |            |    |          |                    |   |        |         |                 |          |
| 1392  |        | 08/23 AP   |    | 01/31/23 | 0398307            | JEREMY BERRYMAN<br>RMB:OPT.EQUIP.-HANDCUFFS<br>GALLS                | 139.24 |         |                 | 02/20/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 139.24 | .00     | 139.24          |          |
| 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) |        |            |    |          |                    |   |        |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/16/23 | 0398320            | ABBOTT, MARISSA<br>RMB:MEALS-GUARDIAN PROJ.<br>MT. PLEASANT, IA     | 11.39  |         |                 | 02/24/23 |
| 1419  |        | 08/23 AP   |    | 02/16/23 | 0398326            | HOEFT, MORGAN<br>RMB:MEALS-GUARDIAN PROJ.<br>MT. PLEASANT, IA       | 12.61  |         |                 | 02/24/23 |
| 1392  |        | 08/23 AP   |    | 02/10/23 | 0398306            | FERGUSON, CLINTON<br>RMB:MEALS-INSTRUCT. SCH.<br>CEDAR RAPIDS, IA   | 57.85  |         |                 | 02/20/23 |
| 1392  |        | 08/23 AP   |    | 02/10/23 | 0398309            | LECHTENBERG, AUSTIN<br>RMB:MEALS-INSTRUCT. SCH.<br>CEDAR RAPIDS, IA | 49.72  |         |                 | 02/20/23 |
|   |        |            |    |          | ACCOUNT TOTAL      |   | 131.57 | .00     | 131.57          |          |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE           |        |            |    |          |                    |   |        |         |                 |          |
| 1402  |        | 08/23 AP   |    | 02/13/23 | 0398314            | CREIGHTON, RASDASHEIN JOVAN   | 287.26 |         |                 | 02/22/23 |

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|---|--------|------------|----|----------|--------------------|--|----------|---------|-----------------|-----------|
| FUND 101 GENERAL FUND                                       |        |            |    |          |                    |  |          |         |                 |           |
| 101-5521-415.89-40  |        |            |    |          |                    | MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE |          |         |                 | continued |
|   |        |            |    |          |                    | RMB:UNIFORM ALLOWANCE                      |          |         |                 |           |
|   |        |            |    |          |                    | MIDWEST DEFENSE                            |          |         |                 |           |
| 1392  |        | 08/23 AP   |    | 02/06/23 | 0398311            | SCHREIBER, KURT                            | 98.07    |         |                 | 02/20/23  |
|   |        |            |    |          |                    | GALLS                                      |          |         |                 |           |
| 1392  |        | 08/23 AP   |    | 01/31/23 | 0398307            | JEREMY BERRYMAN                            | 154.43   |         |                 | 02/20/23  |
|   |        |            |    |          |                    | GALLS                                      |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 539.76   | .00     |                 | 539.76    |
| 101-6613-433.85-01 UTILITIES / UTILITIES                    |        |            |    |          |                    |  |          |         |                 |           |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES                      | 1,115.75 |         |                 | 02/24/23  |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23                    |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 1,115.75 | .00     |                 | 1,115.75  |
| 101-6616-446.85-01 UTILITIES / UTILITIES                    |        |            |    |          |                    |  |          |         |                 |           |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES                      | 8,422.28 |         |                 | 02/24/23  |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23                    |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 8,422.28 | .00     |                 | 8,422.28  |
| 101-6623-423.85-01 UTILITIES / UTILITIES                    |        |            |    |          |                    |  |          |         |                 |           |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES                      | 319.25   |         |                 | 02/24/23  |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23                    |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 319.25   | .00     |                 | 319.25    |
| 101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE |        |            |    |          |                    |  |          |         |                 |           |
| 1350  |        | 08/23 AP   |    | 02/01/23 | 0398274            | CENTURYLINK                                | 63.13    |         |                 | 02/14/23  |
|   |        |            |    |          |                    | CEDAR RIVER GAUGE-FEB'23                   |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 63.13    | .00     |                 | 63.13     |
| 101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION     |        |            |    |          |                    |  |          |         |                 |           |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398279            | IOWA DEPT-TRANSPORTATION                   | 120.00   |         |                 | 02/14/23  |
|   |        |            |    |          |                    | SOILS RECERT.-CORDES                       |          |         |                 |           |
| 1350  |        | 08/23 AP   |    | 02/08/23 | 0398278            | IOWA DEPT-TRANSPORTATION                   | 120.00   |         |                 | 02/14/23  |
|   |        |            |    |          |                    | PCC LEVEL 2 RECERT.CORDES                  |          |         |                 |           |
|   |        |            |    |          |                    | MASON CITY                                 |          |         |                 |           |
|   |        |            |    |          |                    | ACCOUNT TOTAL                              | 240.00   | .00     |                 | 240.00    |
| 101-6633-423.85-01 UTILITIES / UTILITIES                    |        |            |    |          |                    |  |          |         |                 |           |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES                      | 1,926.31 |         |                 | 02/24/23  |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23                    |          |         |                 |           |

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|---|--------|------------|----|----------|--------------------|--------------------------|------------|---------|-----------------|------------------|
| FUND 101 GENERAL FUND                                 |        |            |    |          |                    |                          |            |         |                 |                  |
| 101-6633-423.85-01 UTILITIES / UTILITIES              |        |            |    |          |                    |                          | continued  |         |                 |                  |
| ACCOUNT TOTAL   |        |            |    |          |                    |                          | 1,926.31   | .00     | 1,926.31        |                  |
| FUND TOTAL  |        |            |    |          |                    |                          | 102,068.98 | .00     | 102,068.98      |                  |
| FUND 203 TAX INCREMENT FINANCING                      |        |            |    |          |                    |                          |            |         |                 |                  |
| 203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF    |        |            |    |          |                    |                          |            |         |                 |                  |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398272            | CAPITAL PROJECTS FUND    | 21,000.37  |         |                 | 02/14/23         |
|   |        |            |    |          |                    | PROPERTY TAX PAYMENT     |            |         |                 | TIF-DOWNTOWN     |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398272            | CAPITAL PROJECTS FUND    | 17.03      |         |                 | 02/14/23         |
|   |        |            |    |          |                    | PROPERTY TAX PAYMENT     |            |         |                 | PINNACLE PRAIRIE |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398272            | CAPITAL PROJECTS FUND    | 2,311.78   |         |                 | 02/14/23         |
|   |        |            |    |          |                    | PROPERTY TAX PAYMENT     |            |         |                 | COLLEGE HILL     |
| 1350  |        | 08/23 AP   |    | 02/13/23 | 0398275            | DEBT SERVICE             | 46,785.51  |         |                 | 02/14/23         |
|   |        |            |    |          |                    | PROPERTY TAX PAYMENT     |            |         |                 | IND. PARK TIF    |
| ACCOUNT TOTAL   |        |            |    |          |                    |                          | 70,114.69  | .00     | 70,114.69       |                  |
| FUND TOTAL  |        |            |    |          |                    |                          | 70,114.69  | .00     | 70,114.69       |                  |
| FUND 206 STREET CONSTRUCTION FUND                     |        |            |    |          |                    |                          |            |         |                 |                  |
| 206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL |        |            |    |          |                    |                          |            |         |                 |                  |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES    | 158.64     |         |                 | 02/24/23         |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23  |            |         |                 |                  |
| ACCOUNT TOTAL   |        |            |    |          |                    |                          | 158.64     | .00     | 158.64          |                  |
| 206-6637-436.82-01 COMMUNICATION / TELEPHONE          |        |            |    |          |                    |                          |            |         |                 |                  |
| 1402  |        | 08/23 AP   |    | 02/06/23 | 0398319            | U.S. CELLULAR            | 16.89      |         |                 | 02/22/23         |
|   |        |            |    |          |                    | CELL PHONE:2/6/23-3/8/23 |            |         |                 |                  |
| ACCOUNT TOTAL   |        |            |    |          |                    |                          | 16.89      | .00     | 16.89           |                  |
| 206-6637-436.85-01 UTILITIES / UTILITIES              |        |            |    |          |                    |                          |            |         |                 |                  |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES    | 598.05     |         |                 | 02/24/23         |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23  |            |         |                 |                  |
| ACCOUNT TOTAL   |        |            |    |          |                    |                          | 598.05     | .00     | 598.05          |                  |
| 206-6647-436.85-01 UTILITIES / UTILITIES              |        |            |    |          |                    |                          |            |         |                 |                  |
| 1419  |        | 08/23 AP   |    | 02/20/23 | 0398324            | CEDAR FALLS UTILITIES    | 883.95     |         |                 | 02/24/23         |
|   |        |            |    |          |                    | UTILITIES THRU 02/10/23  |            |         |                 |                  |

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|---|--------|------------|----|---------------------------|---------|------------------------|-----------|---------|----------------------------|
| FUND 206 STREET CONSTRUCTION FUND                             |        |            |    |                           |         |                        |           |         |                            |
| 206-6647-436.85-01 UTILITIES / UTILITIES                      |        |            |    |                           |         |                        | continued |         |                            |
| ACCOUNT TOTAL   |        |            |    |                           |         |                        | 883.95    | .00     | 883.95                     |
| FUND TOTAL  |        |            |    |                           |         |                        | 1,657.53  | .00     | 1,657.53                   |
| FUND 215 HOSPITAL FUND  |        |            |    |                           |         |                        |           |         |                            |
| FUND 216 POLICE BLOCK GRANT FUND                              |        |            |    |                           |         |                        |           |         |                            |
| FUND 217 SECTION 8 HOUSING FUND                               |        |            |    |                           |         |                        |           |         |                            |
| FUND 223 COMMUNITY BLOCK GRANT                                |        |            |    |                           |         |                        |           |         |                            |
| 223-2224-432.88-14 OUTSIDE AGENCIES / HOUSE OF HOPE           |        |            |    |                           |         |                        |           |         |                            |
| 1350  |        | 08/23      | AP | 01/10/23                  | 0004793 | HOUSE OF HOPE          | 1,450.00  |         | 02/14/23                   |
| CDBG 2ND QTR. FY23  |        |            |    |                           |         |                        |           |         |                            |
| ACCOUNT TOTAL   |        |            |    |                           |         |                        | 1,450.00  | .00     | 1,450.00                   |
| FUND TOTAL  |        |            |    |                           |         |                        | 1,450.00  | .00     | 1,450.00                   |
| FUND 224 TRUST & AGENCY                                       |        |            |    |                           |         |                        |           |         |                            |
| FUND 242 STREET REPAIR FUND                                   |        |            |    |                           |         |                        |           |         |                            |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 32.00     |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#301-MAIN ST.                            |        |            |    |                           |         |                        |           |         |                            |
| 023283 TEMP.EASEMENT-MCDONALDS                                |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 22.00     |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#29-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 WARRANTY DEED-2C PROPERT.                              |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 5.00      |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#29-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 DEED FEE-2C PROPERTIES                                 |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 22.00     |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#30-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 WARRANTY DEED-2C PROPERT.                              |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 5.00      |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#30-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 DEED FEE-2C PROPERTIES                                 |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 22.00     |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#41-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 WARRANTY DEED-T&R RENTALS                              |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 5.00      |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#41-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 DEED FEE-T&R RENTALS                                   |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 22.00     |         | 02/24/23                   |
| PROJECT#: 3283-PARCEL#45-MAIN ST.                             |        |            |    |                           |         |                        |           |         |                            |
| 023283 WARRANTY DEED-GRACIE MAE                               |        |            |    |                           |         |                        |           |         |                            |
| 1419  |        | 08/23      | AP | 02/23/23                  | 0398323 | BLACK HAWK CO.RECORDER | 5.00      |         | 02/24/23                   |

| GROUP NBR   | PO NBR   | ACCTG PER. | CD      | TRANSACTION DATE | DESCRIPTION NUMBER            | DEBITS     | CREDITS | CURRENT BALANCE | POST DT |
|---|----------|------------|---------|------------------|-------------------------------|------------|---------|-----------------|---------|
| FUND 242 STREET REPAIR FUND   |          |            |         |                  |                               |            |         |                 |         |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT continued |          |            |         |                  |                               |            |         |                 |         |
| 3283-PARCEL#45-MAIN ST. DEED/TRFR FEE-GRACIE MAE                        |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1419  | 08/23 AP | 02/23/23   | 0398323 |                  | BLACK HAWK CO.RECORDER        | 22.00      |         | 02/24/23        |         |
| 3283-PARCEL#205-MAIN ST. WARRANTY DEED-TIGERHAWK                        |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1419  | 08/23 AP | 02/23/23   | 0398323 |                  | BLACK HAWK CO.RECORDER        | 5.00       |         | 02/24/23        |         |
| 3283-PARCEL#205-MAIN ST. DEED/TRFR FEE-TIGERHAWK                        |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1419  | 08/23 AP | 02/23/23   | 0398323 |                  | BLACK HAWK CO.RECORDER        | 22.00      |         | 02/24/23        |         |
| 3283-PARCEL#156-MAIN ST. QUIT CLAIM DEED-CASEY'S                        |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1419  | 08/23 AP | 02/23/23   | 0398323 |                  | BLACK HAWK CO.RECORDER        | 5.00       |         | 02/24/23        |         |
| 3283-PARCEL#156-MAIN ST. DEED/TRFR FEE-CASEY'S                          |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1383  | 08/23 AP | 02/17/23   | 0398303 |                  | JONATHAN MOSSMAN & OLIVIA MOS | 1,740.00   |         | 02/17/23        |         |
| 3283:PARCEL#206-MAIN ST. TEMPORARY EASEMENT                             |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1383  | 08/23 AP | 02/17/23   | 0398300 |                  | BLACK HAWK CO.RECORDER        | 2.40       |         | 02/17/23        |         |
| 3283:PARCEL#206-MAIN ST. TRANSFER TAX                                   |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1383  | 08/23 AP | 02/17/23   | 0398301 |                  | BLACK HAWK CO.TREASURER       | 109.06     |         | 02/17/23        |         |
| 3283:PARCEL#206-MAIN ST. PRO-RATED REAL ESTATE TAX                      |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1383  | 08/23 AP | 02/17/23   | 0398302 |                  | IOWA BANKERS MORTGAGE CORPORA | 1,770.94   |         | 02/17/23        |         |
| 3283:PARCEL#206-MAIN ST. FEE INTEREST                                   |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1370  | 08/23 AP | 02/16/23   | 0398294 |                  | K3D, LLC                      | 264,558.74 |         | 02/16/23        |         |
| 3283:PARCEL#197-MAIN ST. FEE INTEREST                                   |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1370  | 08/23 AP | 02/16/23   | 0398287 |                  | BLACK HAWK CO.RECORDER        | 632.80     |         | 02/16/23        |         |
| 3283:PARCEL#197-MAIN ST. TRANSFER TAX                                   |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1370  | 08/23 AP | 02/16/23   | 0398288 |                  | BLACK HAWK CO.TREASURER       | 3,311.26   |         | 02/16/23        |         |
| 3283:PARCEL#197-MAIN ST. PRO-RATED REAL ESTATE TAX                      |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1370  | 08/23 AP | 02/16/23   | 0398290 |                  | FIRST BANK                    | 128,130.00 |         | 02/16/23        |         |
| 3283:PARCEL#197-MAIN ST. MORTGAGE PAYOFF                                |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1370  | 08/23 AP | 02/16/23   | 0398293 |                  | K3D, LLC                      | 8,240.00   |         | 02/16/23        |         |
| 3283:PARCEL#198-MAIN ST. TEMP.EASE./PARKING REPLMT                      |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1392  | 08/23 AP | 02/16/23   | 0398308 |                  | K3D, LLC                      | 1,500.00   |         | 02/20/23        |         |
| 3283-MAIN ST RECONSTRUCT 1123 MAIN RENT                                 |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1392  | 08/23 AP | 02/16/23   | 0398308 |                  | K3D, LLC                      | 1,500.00   |         | 02/20/23        |         |
| 3283-MAIN ST RECONSTRUCT 1125 MAIN RENT                                 |          |            |         |                  |                               |            |         |                 |         |
| PROJECT#:   |          | 023283     |         |                  |                               |            |         |                 |         |
| 1392  | 08/23 AP | 02/16/23   | 0398308 |                  | K3D, LLC                      | 1,500.00   |         | 02/20/23        |         |
| 3283-MAIN ST RECONSTRUCT 1123 MAIN RENT                                 |          |            |         |                  |                               |            |         |                 |         |

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|---|--------|------------|----|----------|--------------------|---------------------------|------------|----------|-----------------|------------|
| FUND 242 STREET REPAIR FUND   |        |            |    |          |                    |                           |            |          |                 |            |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT           |        |            |    |          |                    | continued                 |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1392  |        | 08/23 AP   |    | 02/16/23 | 0398308            | K3D, LLC                  | 1,500.00   |          |                 | 02/20/23   |
|   |        |            |    |          |                    | 3283-MAIN ST RECONSTRUCT  |            |          |                 |            |
|   |        |            |    |          |                    | 1125 MAIN RENT            |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1392  |        | 08/23 AP   |    | 02/16/23 | 0398308            | K3D, LLC                  | 857.14     |          |                 | 02/20/23   |
|   |        |            |    |          |                    | 3283-MAIN ST RECONSTRUCT  |            |          |                 |            |
|   |        |            |    |          |                    | 1123 MAIN RENT-PRORATED   |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1392  |        | 08/23 AP   |    | 02/16/23 | 0398308            | K3D, LLC                  | 857.14     |          |                 | 02/20/23   |
|   |        |            |    |          |                    | 3283-MAIN ST RECONSTRUCT  |            |          |                 |            |
|   |        |            |    |          |                    | 1125 MAIN RENT-PRORATED   |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1392  |        | 08/23 AP   |    | 02/10/23 | 0398304            | BLACK HAWK CO.ABSTRACT    | 390.00     |          |                 | 02/20/23   |
|   |        |            |    |          |                    | 3283-MAIN ST RECONSTRUCT  |            |          |                 |            |
|   |        |            |    |          |                    | CONTINUATN.-1123/1125MAIN |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1414  |        | 08/23 AP   |    | 09/20/22 | 0397604            | DENNIS & LANA ROLFES      |            | 885.00   |                 | 02/23/23   |
|   |        |            |    |          |                    | VOID CHECK- LOST IN MAIL  |            |          |                 |            |
|   |        |            |    |          |                    | 3283-PARCEL#63-MAIN ST.   |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
| 1414  |        | 08/23 AP   |    | 09/20/22 | 0397587            | BIANCA PONTIOUS           |            | 2,105.00 |                 | 02/23/23   |
|   |        |            |    |          |                    | VOID CHECK- LOST IN MAIL  |            |          |                 |            |
|   |        |            |    |          |                    | 3283-PARCEL#215-MAIN ST.  |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 023283                    |            |          |                 |            |
|   |        |            |    |          |                    | ACCOUNT TOTAL             | 416,793.48 | 2,990.00 |                 | 413,803.48 |
|   |        |            |    |          |                    | FUND TOTAL                | 416,793.48 | 2,990.00 |                 | 413,803.48 |
| FUND 254 CABLE TV FUND  |        |            |    |          |                    |                           |            |          |                 |            |
| 254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) |        |            |    |          |                    |                           |            |          |                 |            |
| 1402  |        | 08/23 AP   |    | 02/15/23 | 0398316            | OTT, JEREMY               | 10.00      |          |                 | 02/22/23   |
|   |        |            |    |          |                    | RMB:PARKING-IA EVENTS CTR |            |          |                 |            |
|   |        |            |    |          |                    | DES MOINES, IA            |            |          |                 |            |
|   |        |            |    |          |                    | ACCOUNT TOTAL             | 10.00      | .00      |                 | 10.00      |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING       |        |            |    |          |                    |                           |            |          |                 |            |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398328            | SIMPSON, MARK             | 120.00     |          |                 | 02/24/23   |
|   |        |            |    |          |                    | CF GIRLS REGIONAL FINALS  |            |          |                 |            |
|   |        |            |    |          |                    | ANNOUNCER                 |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 759                       |            |          |                 |            |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398327            | LONGNECKER, JEREMIAH      | 100.00     |          |                 | 02/24/23   |
|   |        |            |    |          |                    | CF GIRLS REGIONAL FINALS  |            |          |                 |            |
|   |        |            |    |          |                    | ANNOUNCER                 |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 759                       |            |          |                 |            |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398331            | WALTERS, CLAYTON          | 100.00     |          |                 | 02/24/23   |
|   |        |            |    |          |                    | CF GIRLS REGIONAL FINALS  |            |          |                 |            |
|   |        |            |    |          |                    | CAMERA OPERATOR           |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 759                       |            |          |                 |            |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398322            | BENSON, ERIC              | 100.00     |          |                 | 02/24/23   |
|   |        |            |    |          |                    | CF GIRLS REGIONAL FINALS  |            |          |                 |            |
|   |        |            |    |          |                    | CAMERA OPERATOR           |            |          |                 |            |
|   |        |            |    |          | PROJECT#:          | 759                       |            |          |                 |            |
| 1419  |        | 08/23 AP   |    | 02/21/23 | 0398330            | SURMA, JOSEPH EDWARD      | 100.00     |          |                 | 02/24/23   |
|   |        |            |    |          |                    | CF GIRLS REGIONAL FINALS  |            |          |                 |            |
|   |        |            |    |          |                    | CAMERA OPERATOR           |            |          |                 |            |

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|---|--------|------------|----|---------------------------|---------|---|--------|---------|-----------------|----------|
| FUND 254 CABLE TV FUND  |        |            |    |                           |         |   |        |         |                 |          |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING |        |            |    |                           |         | continued                               |        |         |                 |          |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1419  |        | 08/23 AP   |    | 02/21/23                  | 0398325 | DEWITT, JASON<br>CAMERA OPERATOR        | 100.00 |         |                 | 02/24/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1402  |        | 08/23 AP   |    | 02/17/23                  | 0398315 | LONGNECKER, JEREMIAH<br>ANNOUNCER       | 100.00 |         |                 | 02/22/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1402  |        | 08/23 AP   |    | 02/17/23                  | 0398313 | BRALEY, ERIC<br>CAMERA OPERATOR         | 120.00 |         |                 | 02/22/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1402  |        | 08/23 AP   |    | 02/17/23                  | 0398317 | STOW, CHRISTIAN<br>CAMERA OPERATOR      | 100.00 |         |                 | 02/22/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398296 | SIMPSON, MARK<br>ANNOUNCER              | 120.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398295 | LONGNECKER, JEREMIAH<br>ANNOUNCER       | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398289 | DEWITT, JASON<br>CAMERA OPERATOR        | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398298 | SURMA, JOSEPH EDWARD<br>CAMERA OPERATOR | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398292 | KRESS, AGNES M<br>CAMERA OPERATOR       | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398299 | WALTERS, CLAYTON<br>CAMERA OPERATOR     | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/14/23                  | 0398286 | BENSON, ERIC<br>CAMERA OPERATOR         | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/13/23                  | 0398296 | SIMPSON, MARK<br>ANNOUNCER              | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1370  |        | 08/23 AP   |    | 02/13/23                  | 0398295 | LONGNECKER, JEREMIAH<br>ANNOUNCER       | 100.00 |         |                 | 02/16/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1350  |        | 08/23 AP   |    | 02/10/23                  | 0398283 | SIMPSON, MARK<br>ANNOUNCER              | 120.00 |         |                 | 02/14/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1350  |        | 08/23 AP   |    | 02/10/23                  | 0398281 | LONGNECKER, JEREMIAH<br>ANNOUNCER       | 100.00 |         |                 | 02/14/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |
| 1350  |        | 08/23 AP   |    | 02/10/23                  | 0398271 | BENSON, ERIC<br>CAMERA OPERATOR         | 100.00 |         |                 | 02/14/23 |
| PROJECT#: 759   |        |            |    |                           |         |   |        |         |                 |          |

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|---|--------|------------|----|----------|-----------------------------|-------------------------------|----------|---------|-----------------|----------|
| FUND 254 CABLE TV FUND  |        |            |    |          |                             |                               |          |         |                 |          |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING |        |            |    |          |                             | continued                     |          |         |                 |          |
| 1350  |        | 08/23      | AP | 02/10/23 | 0398280                     | KRESS, AGNES M                | 150.00   |         |                 | 02/14/23 |
|   |        |            |    |          |                             | UNI WRESTLING V. ISU          |          |         |                 |          |
|   |        |            |    |          |                             | CAMERA OPERATOR               |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
| 1350  |        | 08/23      | AP | 02/10/23 | 0398276                     | DEWITT, JASON                 | 150.00   |         |                 | 02/14/23 |
|   |        |            |    |          |                             | UNI WRESTLING V. ISU          |          |         |                 |          |
|   |        |            |    |          |                             | CAMERA OPERATOR               |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
| 1350  |        | 08/23      | AP | 02/10/23 | 0398285                     | SURMA, JOSEPH EDWARD          | 150.00   |         |                 | 02/14/23 |
|   |        |            |    |          |                             | UNI WRESTLING V. ISU          |          |         |                 |          |
|   |        |            |    |          |                             | CAMERA OPERATOR               |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
| 1350  |        | 08/23      | AP | 02/10/23 | 0398284                     | STOW, CHRISTIAN               | 150.00   |         |                 | 02/14/23 |
|   |        |            |    |          |                             | UNI WRESTLING V. ISU          |          |         |                 |          |
|   |        |            |    |          |                             | CAMERA OPERATOR               |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
| 1414  |        | 08/23      | AP | 01/29/23 | 0398186                     | DEWITT, JASON                 |          | 150.00  |                 | 02/23/23 |
|   |        |            |    |          |                             | VOID CHECK - LOST IN MAIL     |          |         |                 |          |
|   |        |            |    |          |                             | UNI WRESTLING V. OKLAHOMA     |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
| 1414  |        | 08/23      | AP | 01/28/23 | 0398186                     | DEWITT, JASON                 |          | 150.00  |                 | 02/23/23 |
|   |        |            |    |          |                             | VOID CHECK - LOST IN MAIL     |          |         |                 |          |
|   |        |            |    |          |                             | UNI WRESTLING V. OK STATE     |          |         |                 |          |
|   |        |            |    |          |                             | PROJECT#: 756                 |          |         |                 |          |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 2,780.00 | 300.00  |                 | 2,480.00 |
|   |        |            |    |          |                             | FUND TOTAL                    | 2,790.00 | 300.00  |                 | 2,490.00 |
| FUND 258 PARKING FUND   |        |            |    |          |                             |                               |          |         |                 |          |
| FUND 261 TOURISM & VISITORS                                       |        |            |    |          |                             |                               |          |         |                 |          |
| FUND 262 SENIOR SERVICES & COMM CT                                |        |            |    |          |                             |                               |          |         |                 |          |
| 262-1092-423.85-01 UTILITIES / UTILITIES                          |        |            |    |          |                             |                               |          |         |                 |          |
| 1244  |        | 09/23      | AP | 02/05/23 | 0000000                     | CEDAR FALLS UTILITIES         | 1,000.57 |         |                 | 02/22/23 |
|   |        |            |    |          |                             | COMUNITY CENTER UTILITIES     |          |         |                 |          |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 1,000.57 | .00     |                 | 1,000.57 |
| 262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE    |        |            |    |          |                             |                               |          |         |                 |          |
| 1244  |        | 09/23      | AP | 02/08/23 | 0000000                     | OFFICE EXPRESS OFFICE PRODUCT | 6.89     |         |                 | 02/22/23 |
|   |        |            |    |          |                             | MR. CLEAN MAGIC ERASERS       |          |         |                 |          |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 6.89     | .00     |                 | 6.89     |
| 262-1092-423.87-01 RENTALS / RENTALS                              |        |            |    |          |                             |                               |          |         |                 |          |
| 1402  |        | 08/23      | AP | 02/21/23 | 0398312                     | AMIT BHATTACHARJEE            | 250.00   |         |                 | 02/22/23 |
|   |        |            |    |          |                             | REFUND-SECURITY DEPOSIT       |          |         |                 |          |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 250.00   | .00     |                 | 250.00   |

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|--------------------|--------|------------|----|---------------------------|---------|---|----------|---------|--------------------|----------|
| FUND 262           |        |            |    |                           |         | SENIOR SERVICES & COMM CT               |          |         |                    |          |
|                    |        |            |    |                           |         | FUND TOTAL                              | 1,257.46 | .00     | 1,257.46           |          |
| 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                                    |          |         |                    |          |
| FUND 405           |        |            |    |                           |         | FLOOD RESERVE FUND                      |          |         |                    |          |
| FUND 407           |        |            |    |                           |         | VISION IOWA PROJECT                     |          |         |                    |          |
| FUND 408           |        |            |    |                           |         | STREET IMPROVEMENT FUND                 |          |         |                    |          |
| FUND 410           |        |            |    |                           |         | CORONAVIRUS LOCAL RELIEF                |          |         |                    |          |
| FUND 430           |        |            |    |                           |         | 2004 TIF BOND                           |          |         |                    |          |
| FUND 431           |        |            |    |                           |         | 2014 BOND                               |          |         |                    |          |
| FUND 432           |        |            |    |                           |         | 2003 BOND                               |          |         |                    |          |
| FUND 433           |        |            |    |                           |         | 2001 TIF                                |          |         |                    |          |
| FUND 434           |        |            |    |                           |         | 2000 BOND                               |          |         |                    |          |
| FUND 435           |        |            |    |                           |         | 1999 TIF                                |          |         |                    |          |
| FUND 436           |        |            |    |                           |         | 2012 BOND                               |          |         |                    |          |
| FUND 437           |        |            |    |                           |         | 2018 BOND                               |          |         |                    |          |
| FUND 438           |        |            |    |                           |         | 2020 BOND FUND                          |          |         |                    |          |
| FUND 439           |        |            |    |                           |         | 2022 BOND FUND                          |          |         |                    |          |
| FUND 443           |        |            |    |                           |         | CAPITAL PROJECTS                        |          |         |                    |          |
| 443-1220-431.94-33 |        |            |    |                           |         | CAPITAL PROJECTS / PROPERTY ACQUISITION |          |         |                    |          |
| 1419               |        |            |    | 08/23 AP 02/20/23         | 0398324 | CEDAR FALLS UTILITIES                   | 469.70   |         |                    | 02/24/23 |
|                    |        |            |    |                           |         | UTILITIES THRU 02/10/23                 |          |         |                    |          |
|                    |        |            |    |                           |         | ACCOUNT TOTAL                           | 469.70   | .00     | 469.70             |          |
|                    |        |            |    |                           |         | FUND TOTAL                              | 469.70   | .00     | 469.70             |          |
| 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                        |          |         |                    |          |

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|--|--------|------------|----|----------|-----------------------------|-------------------------|-----------|---------|-----------------|-------------------|
| 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                             |        |            |    |          |                             |                         |           |         |                 |                   |
| 1419   |        | 08/23      | AP | 02/20/23 | 0398324                     | CEDAR FALLS UTILITIES   | 2,155.79  |         |                 | 02/24/23          |
|  |        |            |    |          |                             | UTILITIES THRU 02/10/23 |           |         |                 |                   |
|  |        |            |    |          |                             | ACCOUNT TOTAL           | 2,155.79  | .00     | 2,155.79        |                   |
|  |        |            |    |          |                             | FUND TOTAL              | 2,155.79  | .00     | 2,155.79        |                   |
| FUND 552 SEWER RENTAL FUND   |        |            |    |          |                             |                         |           |         |                 |                   |
| 552-6655-436.85-01 UTILITIES / UTILITIES                             |        |            |    |          |                             |                         |           |         |                 |                   |
| 1419   |        | 08/23      | AP | 02/20/23 | 0398324                     | CEDAR FALLS UTILITIES   | 18,175.28 |         |                 | 02/24/23          |
|  |        |            |    |          |                             | UTILITIES THRU 02/10/23 |           |         |                 |                   |
|  |        |            |    |          |                             | ACCOUNT TOTAL           | 18,175.28 | .00     | 18,175.28       |                   |
|  |        |            |    |          |                             | FUND TOTAL              | 18,175.28 | .00     | 18,175.28       |                   |
| FUND 553 2004 SEWER BOND   |        |            |    |          |                             |                         |           |         |                 |                   |
| FUND 555 STORM WATER UTILITY   |        |            |    |          |                             |                         |           |         |                 |                   |
| 555-6630-432.85-01 UTILITIES / UTILITIES                             |        |            |    |          |                             |                         |           |         |                 |                   |
| 1419   |        | 08/23      | AP | 02/20/23 | 0398324                     | CEDAR FALLS UTILITIES   | 52.01     |         |                 | 02/24/23          |
|  |        |            |    |          |                             | UTILITIES THRU 02/10/23 |           |         |                 |                   |
|  |        |            |    |          |                             | ACCOUNT TOTAL           | 52.01     | .00     | 52.01           |                   |
|  |        |            |    |          |                             | FUND TOTAL              | 52.01     | .00     | 52.01           |                   |
| FUND 570 SEWER ASSESSMENT  |        |            |    |          |                             |                         |           |         |                 |                   |
| FUND 606 DATA PROCESSING FUND  |        |            |    |          |                             |                         |           |         |                 |                   |
| 606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES |        |            |    |          |                             |                         |           |         |                 |                   |
| 1392   |        | 08/23      | AP | 02/10/23 | 0398305                     | CEDAR FALLS UTILITIES   | 15.00     |         |                 | 02/20/23          |
|  |        |            |    |          |                             | LIBRARY DOMAIN NAME     |           |         |                 | STATIC IP ADDRESS |
|  |        |            |    |          |                             | ACCOUNT TOTAL           | 15.00     | .00     | 15.00           |                   |
| 606-1078-441.82-01 COMMUNICATION / TELEPHONE                         |        |            |    |          |                             |                         |           |         |                 |                   |
| 1402   |        | 08/23      | AP | 02/06/23 | 0398319                     | U.S. CELLULAR           | 69.95     |         |                 | 02/22/23          |

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| NBR   | NBR | PER.     | CD   | DATE        | NUMBER  |   |           |         | BALANCE   |           |
|   |     |          |      |             |         |   |           |         | POST DT   |           |
| FUND 606 DATA PROCESSING FUND                   |     |          |      |             |         |   |           |         |           |           |
| 606-1078-441.82-01                              |     |          |      |             |         | COMMUNICATION / TELEPHONE                 |           |         |           | continued |
|   |     |          |      |             |         | CELL PHONE:2/6/23-3/8/23                  |           |         |           |           |
|   |     |          |      |             |         | ACCOUNT TOTAL                             | 69.95     | .00     | 69.95     |           |
| 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS |     |          |      |             |         |   |           |         |           |           |
| 1392  |     | 08/23 AP |      | 02/10/23    | 0398305 | CEDAR FALLS UTILITIES                     | 3,320.00  |         |           | 02/20/23  |
|   |     |          |      |             |         | FIBERPOINT:01/11-02/10/23                 |           |         |           |           |
|   |     |          |      |             |         | ACCOUNT TOTAL                             | 3,320.00  | .00     | 3,320.00  |           |
|   |     |          |      |             |         | FUND TOTAL                                | 3,404.95  | .00     | 3,404.95  |           |
| FUND 680 HEALTH INSURANCE FUND                  |     |          |      |             |         |   |           |         |           |           |
| FUND 681 HEALTH SEVERANCE                       |     |          |      |             |         |   |           |         |           |           |
| 681-1902-457.51-10                              |     |          |      |             |         | INSURANCE / HEALTH SEVERANCE PAYMENTS     |           |         |           |           |
| 1350  |     | 08/23 AP |      | 02/10/23    | 0398282 | REGENOLD, SHARON K.                       | 266.40    |         |           | 02/14/23  |
|   |     |          |      |             |         | RMB: JAN.2023 HEALTH SEV.                 |           |         |           |           |
|   |     |          |      |             |         | ACCOUNT TOTAL                             | 266.40    | .00     | 266.40    |           |
|   |     |          |      |             |         | FUND TOTAL                                | 266.40    | .00     | 266.40    |           |
| FUND 682 HEALTH INSURANCE - FIRE                |     |          |      |             |         |   |           |         |           |           |
| FUND 685 VEHICLE MAINTENANCE FUND               |     |          |      |             |         |   |           |         |           |           |
| FUND 686 PAYROLL FUND                           |     |          |      |             |         |   |           |         |           |           |
| FUND 687 WORKERS COMPENSATION FUND              |     |          |      |             |         |   |           |         |           |           |
| FUND 688 LTD INSURANCE FUND                     |     |          |      |             |         |   |           |         |           |           |
| FUND 689 LIABILITY INSURANCE FUND               |     |          |      |             |         |   |           |         |           |           |
| FUND 724 TRUST & AGENCY                         |     |          |      |             |         |   |           |         |           |           |
| 724-0000-487.50-01                              |     |          |      |             |         | TRANSFERS OUT / TRANSFERS TO GENERAL FUND |           |         |           |           |
| 1350  |     | 08/23 AP |      | 02/13/23    | 0398277 | GENERAL FUND                              | 13,677.78 |         |           | 02/14/23  |
|   |     |          |      |             |         | PROPERTY TAX PAYMENT                      |           |         |           |           |
|   |     |          |      |             |         | T&A TRANSFER                              |           |         |           |           |
|   |     |          |      |             |         | ACCOUNT TOTAL                             | 13,677.78 | .00     | 13,677.78 |           |
|   |     |          |      |             |         | FUND TOTAL                                | 13,677.78 | .00     | 13,677.78 |           |

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| GROUP       | PO  | ACCTG | ---TRANSACTION--- |      |        |                           | DEBITS     | CREDITS  | CURRENT    |
|-------------|-----|-------|-------------------|------|--------|---------------------------|------------|----------|------------|
| NBR         | NBR | PER.  | CD                | DATE | NUMBER | DESCRIPTION               |            |          | BALANCE    |
|             |     |       |                   |      |        |                           |            |          | POST DT    |
| FUND 727    |     |       |                   |      |        | GREENWOOD CEMETERY P-CARE |            |          |            |
| FUND 728    |     |       |                   |      |        | FAIRVIEW CEMETERY P-CARE  |            |          |            |
| FUND 729    |     |       |                   |      |        | HILLSIDE CEMETERY P-CARE  |            |          |            |
| FUND 790    |     |       |                   |      |        | FLOOD LEVY                |            |          |            |
| GRAND TOTAL |     |       |                   |      |        |                           | 634,334.05 | 3,290.00 | 631,044.05 |

# COUNCIL INVOICES FOR 3/06/23 MEETING

Item 28.

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| GROUP  | PO  | ACCTG    | ---TRANSACTION--- | DESCRIPTION                   | DEBITS | CREDITS | CURRENT<br>BALANCE |
|--|-----|----------|-------------------|-------------------------------|--------|---------|--------------------|
| NBR  | NBR | PER.     | CD DATE NUMBER    |                               |        |         | POST DT            |
| FUND 101 GENERAL FUND  |     |          |                   |                               |        |         |                    |
| 101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES             |     |          |                   |                               |        |         |                    |
| 1407   |     | 09/23 AP | 02/21/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 1.85   |         | 02/27/23           |
|  |     |          |                   | POST-ITS, RUBBER BANDS        |        |         |                    |
| 1381   |     | 09/23 AP | 02/15/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 9.49   |         | 02/27/23           |
|  |     |          |                   | COPY PAPER                    |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 11.34  | .00     | 11.34              |
|  |     |          |                   |                               |        |         |                    |
| 101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES             |     |          |                   |                               |        |         |                    |
| 1407   |     | 09/23 AP | 02/21/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | .74    |         | 02/27/23           |
|  |     |          |                   | POST-ITS, RUBBER BANDS        |        |         |                    |
| 1381   |     | 09/23 AP | 02/15/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 1.90   |         | 02/27/23           |
|  |     |          |                   | COPY PAPER                    |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 2.64   | .00     | 2.64               |
|  |     |          |                   |                               |        |         |                    |
| 101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS |     |          |                   |                               |        |         |                    |
| 1381   |     | 09/23 AP | 02/17/23 0000000  | IMFOA                         | 20.00  |         | 02/27/23           |
|  |     |          |                   | MEMBERSHIP-J RODENBECK        |        |         |                    |
|  |     |          |                   | 2023-2024 (4/1/23-4/1/24)     |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 20.00  | .00     | 20.00              |
|  |     |          |                   |                               |        |         |                    |
| 101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES             |     |          |                   |                               |        |         |                    |
| 1407   |     | 09/23 AP | 02/21/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 2.46   |         | 02/27/23           |
|  |     |          |                   | POST-ITS, RUBBER BANDS        |        |         |                    |
| 1381   |     | 09/23 AP | 02/15/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 11.40  |         | 02/27/23           |
|  |     |          |                   | COPY PAPER                    |        |         |                    |
| 1381   |     | 09/23 AP | 01/12/23 0000000  | PTM DOCUMENT SYSTEMS, INC.    | 318.72 |         | 02/27/23           |
|  |     |          |                   | W-2 FORMS,1099 & W-2 ENV.     |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 332.58 | .00     | 332.58             |
|  |     |          |                   |                               |        |         |                    |
| 101-1028-441.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES     |     |          |                   |                               |        |         |                    |
| 1381   |     | 09/23 AP | 02/07/23 0000000  | DEPT. OF ADMINISTRATIVE SERVI | 150.00 |         | 02/27/23           |
|  |     |          |                   | DEF. COMP. ADMIN. FEE         |        |         |                    |
|  |     |          |                   | CY2023 ANNUAL FEE             |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 150.00 | .00     | 150.00             |
|  |     |          |                   |                               |        |         |                    |
| 101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES             |     |          |                   |                               |        |         |                    |
| 1407   |     | 09/23 AP | 02/21/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | .74    |         | 02/27/23           |
|  |     |          |                   | POST-ITS, RUBBER BANDS        |        |         |                    |
| 1381   |     | 09/23 AP | 02/15/23 0000000  | OFFICE EXPRESS OFFICE PRODUCT | 7.60   |         | 02/27/23           |
|  |     |          |                   | COPY PAPER                    |        |         |                    |
|  |     |          |                   | ACCOUNT TOTAL                 | 8.34   | .00     | 8.34               |

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| GROUP NBR  | PO NBR | ACCTG PER. | CD | TRANSACTION DATE | DESCRIPTION NUMBER  | DEBITS   | CREDITS | CURRENT BALANCE | POST DT  |
|--|--------|------------|----|------------------|---|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND  |        |            |    |                  |   |          |         |                 |          |
| 101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION   |        |            |    |                  |   |          |         |                 |          |
| 1381   |        | 09/23      | AP | 02/15/23         | 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER                          | .76      |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | .76      | .00     | .76             |          |
| 101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS  |        |            |    |                  |   |          |         |                 |          |
| 1407   |        | 09/23      | AP | 02/03/23         | 0000000 MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-JAN'23               | 1,243.00 |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 1,243.00 | .00     | 1,243.00        |          |
| 101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS |        |            |    |                  |   |          |         |                 |          |
| 1407   |        | 09/23      | AP | 02/03/23         | 0000000 MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-JAN'23              | 2,474.00 |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 2,474.00 | .00     | 2,474.00        |          |
| 101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING              |        |            |    |                  |   |          |         |                 |          |
| 1407   |        | 09/23      | AP | 02/03/23         | 0000000 MERCYONE OCCUPATIONAL HEALTH EE DRUG TESTING-JAN'23               | 39.00    |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 39.00    | .00     | 39.00           |          |
| 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES               |        |            |    |                  |   |          |         |                 |          |
| 1381   |        | 09/23      | AP | 02/17/23         | 0000000 CEDAR VALLEY SAVER, INC. JOB AD: AQUATICS 02/16/23 DISPLAY/WEB AD | 75.00    |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 75.00    | .00     | 75.00           |          |
| 101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG    |        |            |    |                  |   |          |         |                 |          |
| 1407   |        | 09/23      | AP | 02/22/23         | 0000000 WELLWORKS FOR YOU WELLNESS PROGRAM FEE FEBRUARY 2023              | 685.95   |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 685.95   | .00     | 685.95          |          |
| 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                 |        |            |    |                  |   |          |         |                 |          |
| 1407   |        | 09/23      | AP | 02/21/23         | 0000000 OFFICE EXPRESS OFFICE PRODUCT POST-ITS, RUBBER BANDS              | .37      |         |                 | 02/27/23 |
| 1381   |        | 09/23      | AP | 02/15/23         | 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER                          | 1.52     |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                  |   | 1.89     | .00     | 1.89            |          |

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| GROUP NBR   | PO NBR | ACCTG PER. | CD | ---TRANSACTION---<br>DATE | NUMBER  | DESCRIPTION                   | DEBITS   | CREDITS | CURRENT BALANCE<br>POST DT |
|---|--------|------------|----|---------------------------|---------|-------------------------------|----------|---------|----------------------------|
| FUND 101 GENERAL FUND   |        |            |    |                           |         |                               |          |         |                            |
| 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS            |        |            |    |                           |         |                               |          |         |                            |
| 1381  |        | 09/23      | AP | 03/01/23                  | 0000000 | AHLERS AND COONEY, P.C.       | 3,900.00 |         | 02/27/23                   |
|   |        |            |    |                           |         | LEGAL SERVICES-MAR'23         |          |         |                            |
| 1381  |        | 09/23      | AP | 03/01/23                  | 0000000 | SWISHER & COHRT, P.L.C.       | 2,600.00 |         | 02/27/23                   |
|   |        |            |    |                           |         | LEGAL SERVICES-MAR'23         |          |         |                            |
| 1381  |        | 09/23      | AP | 02/01/23                  | 0000000 | REDFERN,MASON,LARSEN & MOORE, | 2,793.00 |         | 02/27/23                   |
|   |        |            |    |                           |         | LGL:GREENHILL VILL.9TH AD     |          |         |                            |
|   |        |            |    |                           |         | PROJECT#: 023006              |          |         |                            |
|   |        |            |    |                           |         | 1/5/23-1/22/23                |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | 9,293.00 | .00     | 9,293.00                   |
| 101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT       |        |            |    |                           |         |                               |          |         |                            |
| 1381  |        | 09/23      | AP | 03/01/23                  | 0000000 | SWISHER & COHRT, P.L.C.       | 1,000.00 |         | 02/27/23                   |
|   |        |            |    |                           |         | LEGAL SERVICES-MAR'23         |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | 1,000.00 | .00     | 1,000.00                   |
| 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                    |        |            |    |                           |         |                               |          |         |                            |
| 1381  |        | 09/23      | AP | 02/15/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .76      |         | 02/27/23                   |
|   |        |            |    |                           |         | COPY PAPER                    |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | .76      | .00     | .76                        |
| 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                    |        |            |    |                           |         |                               |          |         |                            |
| 1381  |        | 09/23      | AP | 02/15/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | .76      |         | 02/27/23                   |
|   |        |            |    |                           |         | COPY PAPER                    |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | .76      | .00     | .76                        |
| 101-1158-441.93-01 EQUIPMENT / EQUIPMENT                                |        |            |    |                           |         |                               |          |         |                            |
| 1377  |        | 09/23      | AP | 02/09/23                  | 0000000 | NAGLE SIGNS INC,              | 425.40   |         | 02/27/23                   |
|   |        |            |    |                           |         | CF LOGO-MAYOR'S OFFICE        |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | 425.40   | .00     | 425.40                     |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE |        |            |    |                           |         |                               |          |         |                            |
| 1398  |        | 09/23      | AP | 01/31/23                  | 0000000 | SIGNS & DESIGNS, INC.         | 400.00   |         | 02/27/23                   |
|   |        |            |    |                           |         | TALES OF BULGARIAN ROSE       |          |         |                            |
|   |        |            |    |                           |         | EXHIBIT VINYL                 |          |         |                            |
|   |        |            |    |                           |         | ACCOUNT TOTAL                 | 400.00   | .00     | 400.00                     |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING                        |        |            |    |                           |         |                               |          |         |                            |
| 1381  |        | 09/23      | AP | 02/17/23                  | 0000000 | LEGISLATIVE SERVICES AGENCY   | 470.00   |         | 02/27/23                   |
|   |        |            |    |                           |         | (3)23IA CODES,(2)22IAACTS     |          |         |                            |
|   |        |            |    |                           |         | (1)23IA COURT RULES           |          |         |                            |

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| GROUP NBR   | PO NBR | ACCTG PER. | ---TRANSACTION---<br>CD DATE | NUMBER  | DESCRIPTION                   | DEBITS    | CREDITS | CURRENT BALANCE<br>POST DT |
|---|--------|------------|------------------------------|---------|-------------------------------|-----------|---------|----------------------------|
| FUND 101 GENERAL FUND   |        |            |                              |         |                               |           |         |                            |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING                    |        |            |                              |         |                               | continued |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 470.00    | .00     | 470.00                     |
| 101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS                    |        |            |                              |         |                               |           |         |                            |
| 1377  |        | 09/23      | AP 02/08/23                  | 0000000 | SERVICEWEAR APPAREL, INC.     | 95.29     |         | 02/27/23                   |
|   |        |            |                              |         | UNIFORMS-M ASCHE              |           |         |                            |
| 1377  |        | 09/23      | AP 02/04/23                  | 0000000 | SERVICEWEAR APPAREL, INC.     | 46.96     |         | 02/27/23                   |
|   |        |            |                              |         | UNIFORMS-J WARDELL            |           |         |                            |
| 1377  |        | 09/23      | AP 02/03/23                  | 0000000 | SERVICEWEAR APPAREL, INC.     | 229.64    |         | 02/27/23                   |
|   |        |            |                              |         | UNIFORMS-M ASCHE              |           |         |                            |
|   |        |            |                              |         |                               |           |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 371.89    | .00     | 371.89                     |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                |        |            |                              |         |                               |           |         |                            |
| 1403  |        | 09/23      | AP 02/17/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 18.31     |         | 02/27/23                   |
|   |        |            |                              |         | OFFICE TAPE                   |           |         |                            |
| 1371  |        | 09/23      | AP 02/14/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 148.79    |         | 02/27/23                   |
|   |        |            |                              |         | OFFICE PAPER                  |           |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 167.10    | .00     | 167.10                     |
| 101-2253-423.85-01 UTILITIES / UTILITIES                            |        |            |                              |         |                               |           |         |                            |
| 1371  |        | 09/23      | AP 02/01/23                  | 0000000 | IWMC                          | 58.00     |         | 02/27/23                   |
|   |        |            |                              |         | WATER MANAGEMENT SERVICE      |           |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 58.00     | .00     | 58.00                      |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP      |        |            |                              |         |                               |           |         |                            |
| 1403  |        | 09/23      | AP 02/17/23                  | 0000000 | ARAMARK                       | 26.25     |         | 02/27/23                   |
|   |        |            |                              |         | REC MATS                      |           |         |                            |
| 1403  |        | 09/23      | AP 02/16/23                  | 0000000 | CITY LAUNDERING CO.           | 46.85     |         | 02/27/23                   |
|   |        |            |                              |         | RESTOCK FIRST AID CABINET     |           |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 73.10     | .00     | 73.10                      |
| 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. |        |            |                              |         |                               |           |         |                            |
| 1403  |        | 09/23      | AP 02/21/23                  | 0000000 | BLACK HAWK RENTAL             | 96.30     |         | 02/27/23                   |
|   |        |            |                              |         | RENTAL: CHOP SAW              |           |         |                            |
| 1371  |        | 09/23      | AP 02/13/23                  | 0000000 | C & C WELDING & SANDBLASTING  | 9,389.25  |         | 02/27/23                   |
|   |        |            |                              |         | PUMP BASES                    |           |         |                            |
| 1403  |        | 09/23      | AP 02/06/23                  | 0000000 | FASTENAL COMPANY              | 266.34    |         | 02/27/23                   |
|   |        |            |                              |         | ANCHORS, BIT                  |           |         |                            |
| ACCOUNT TOTAL   |        |            |                              |         |                               | 9,751.89  | .00     | 9,751.89                   |

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| GROUP NBR             | PO NBR | ACCTG PER. | CD | DATE     | ----TRANSACTION----<br>NUMBER | DESCRIPTION   | DEBITS   | CREDITS | CURRENT BALANCE<br>POST DT |
|-----------------------|--------|------------|----|----------|-------------------------------|---|----------|---------|----------------------------|
| FUND 101 GENERAL FUND |        |            |    |          |                               |   |          |         |                            |
| 101-2280-423.72-74    |        |            |    |          |                               | OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.        |          |         |                            |
| 1398                  |        | 09/23      | AP | 02/07/23 | 0000000                       | BANCROFT'S FLOWERS                                  | 78.00    |         | 02/27/23                   |
|                       |        |            |    |          |                               | FLOWERS FOR 2/14 CHAMBER MUSIC EVENT                |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | 78.00    | .00     | 78.00                      |
|                       |        |            |    |          |                               |   |          |         |                            |
| 101-2280-423.73-01    |        |            |    |          |                               | OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES           |          |         |                            |
| 1413                  |        | 08/23      | AP | 12/22/22 | 0142201                       | NOVALYNX CORPORATION                                |          | 181.36  | 02/23/23                   |
|                       |        |            |    |          |                               | VOID CHECK - PD W/ P-CARD PENS FOR PERMENANT COLLEC |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | .00      | 181.36  | 181.36-                    |
|                       |        |            |    |          |                               |   |          |         |                            |
| 101-2280-423.81-01    |        |            |    |          |                               | PROFESSIONAL SERVICES / PROFESSIONAL SERVICES       |          |         |                            |
| 1398                  |        | 09/23      | AP | 02/16/23 | 0000000                       | LAMPMAN, JACOB RANDALL                              | 200.00   |         | 02/27/23                   |
|                       |        |            |    |          |                               | PERFORMANCE - 3/21/23                               |          |         |                            |
| 1398                  |        | 09/23      | AP | 02/15/23 | 0000000                       | HUNZELMAN, BECKETT JAMES                            | 100.00   |         | 02/27/23                   |
|                       |        |            |    |          |                               | PERFORMANCE - 3/21/23                               |          |         |                            |
| 1398                  |        | 09/23      | AP | 02/15/23 | 0000000                       | HILL, JUSTEEN                                       | 456.00   |         | 02/27/23                   |
|                       |        |            |    |          |                               | TEA WORKSHOP  |          |         |                            |
| 1398                  |        | 09/23      | AP | 02/08/23 | 0000000                       | WAACK, EVELYN D                                     | 235.00   |         | 02/27/23                   |
|                       |        |            |    |          |                               | INSTRUCTOR MINDFUL ART                              |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | 991.00   | .00     | 991.00                     |
|                       |        |            |    |          |                               |   |          |         |                            |
| 101-4511-414.71-01    |        |            |    |          |                               | OFFICE SUPPLIES / OFFICE SUPPLIES                   |          |         |                            |
| 1381                  |        | 09/23      | AP | 02/15/23 | 0000000                       | OFFICE EXPRESS OFFICE PRODUCT                       | 1.52     |         | 02/27/23                   |
|                       |        |            |    |          |                               | COPY PAPER  |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | 1.52     | .00     | 1.52                       |
|                       |        |            |    |          |                               |   |          |         |                            |
| 101-4511-414.72-02    |        |            |    |          |                               | OPERATING SUPPLIES / LAUNDRY                        |          |         |                            |
| 1346                  |        | 09/23      | AP | 02/17/23 | 0000000                       | ARAMARK   | 7.25     |         | 02/27/23                   |
|                       |        |            |    |          |                               | TOWELS-STATION#2                                    |          |         |                            |
| 1346                  |        | 09/23      | AP | 02/17/23 | 0000000                       | ARAMARK   | 24.60    |         | 02/27/23                   |
|                       |        |            |    |          |                               | TOWELS,MATS-PSS BUILDING                            |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | 31.85    | .00     | 31.85                      |
|                       |        |            |    |          |                               |   |          |         |                            |
| 101-4511-414.72-09    |        |            |    |          |                               | OPERATING SUPPLIES / EQUIPMENT REPAIR               |          |         |                            |
| 1346                  |        | 09/23      | AP | 02/13/23 | 0000000                       | SANDRY FIRE SUPPLY, L.L.C.                          | 3,157.83 |         | 02/27/23                   |
|                       |        |            |    |          |                               | SCBA PACK REPAIR                                    |          |         |                            |
|                       |        |            |    |          |                               | ACCOUNT TOTAL                                       | 3,157.83 | .00     | 3,157.83                   |

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|---|--------|------------|----|----------|-----------------------------|-------------------------------|-----------|---------|----------------------------|
| FUND 101 GENERAL FUND   |        |            |    |          |                             |                               |           |         |                            |
| 101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE               |        |            |    |          |                             |                               |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/08/23 | 0000000                     | FEDERAL EXPRESS               | 35.45     |         | 02/27/23                   |
|   |        |            |    |          |                             | SHIP TO CCFT/DFE              |           |         |                            |
|   |        |            |    |          |                             | MCNAMARA-EXTRICATION TOOL     |           |         |                            |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 35.45     | .00     | 35.45                      |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION       |        |            |    |          |                             |                               |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/17/23 | 0000000                     | FIRE SERVICE TRNG. BUREAU     | 50.00     |         | 02/27/23                   |
|   |        |            |    |          |                             | CERT FEES- FO1 L.SCHMIDT      |           |         |                            |
|   |        |            |    |          |                             | FIRE OFFICER 1-L.SCHMIDT      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/16/23 | 0000000                     | FIRE SERVICE TRNG. BUREAU     | 50.00     |         | 02/27/23                   |
|   |        |            |    |          |                             | CERT FEES-HAZMAT-RICHTER      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/16/23 | 0000000                     | FIRE SERVICE TRNG. BUREAU     | 50.00     |         | 02/27/23                   |
|   |        |            |    |          |                             | CERT FEES-DOP-RICHTER         |           |         |                            |
|   |        |            |    |          |                             | DRIVER OP PUMPER-RICHTER      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/15/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 2,100.00  |         | 02/27/23                   |
|   |        |            |    |          |                             | REG;EMT CSE-K.HANSON          |           |         |                            |
|   |        |            |    |          |                             | 1/9-5/10/23;TUITION,BOOKS     |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/15/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 1,939.00  |         | 02/27/23                   |
|   |        |            |    |          |                             | REG;EMT CSE-Z.ANDERSEN        |           |         |                            |
|   |        |            |    |          |                             | 1/9-5/10/23;TUITION,FEES      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/13/23 | 0000000                     | FIRE SERVICE TRNG. BUREAU     | 50.00     |         | 02/27/23                   |
|   |        |            |    |          |                             | CERT FEE - FF2 M. ROSS        |           |         |                            |
|   |        |            |    |          |                             | PF2 TEST FOR MAXTON ROSS      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 01/06/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 2,100.00  |         | 02/27/23                   |
|   |        |            |    |          |                             | REG;EMT CSE-K.HERNANDEZ       |           |         |                            |
|   |        |            |    |          |                             | 1/9-5/10/23;TUITION,FEES      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 01/06/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 2,100.00  |         | 02/27/23                   |
|   |        |            |    |          |                             | REG;EMT CSE-T.ADELMUND        |           |         |                            |
|   |        |            |    |          |                             | 1/9-5/10/23;TUITION,FEES      |           |         |                            |
| 1346  |        | 09/23 AP   |    | 01/06/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 2,100.00  |         | 02/27/23                   |
|   |        |            |    |          |                             | REG;EMT CSE-J.MERCADO         |           |         |                            |
|   |        |            |    |          |                             | 1/9-5/10/23;TUITION,FEES      |           |         |                            |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 10,539.00 | .00     | 10,539.00                  |
| 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE |        |            |    |          |                             |                               |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/15/23 | 0000000                     | HAWKEYE COMMUNITY COLLEGE     | 125.00    |         | 02/27/23                   |
|   |        |            |    |          |                             | 5 EMT UNFRM SHIRTS;HANSON     |           |         |                            |
|   |        |            |    |          |                             | MERCADO;ANDERSEN;HERN;ADE     |           |         |                            |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 125.00    | .00     | 125.00                     |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES          |        |            |    |          |                             |                               |           |         |                            |
| 1382  |        | 09/23 AP   |    | 02/17/23 | 0000000                     | OFFICE EXPRESS OFFICE PRODUCT | 29.58     |         | 02/27/23                   |
|   |        |            |    |          |                             | BIZ CARD HLDR;BINDER CLIP     |           |         |                            |
|   |        |            |    |          |                             | INVESTIGATIONS;BERTE          |           |         |                            |
| 1381  |        | 09/23 AP   |    | 02/15/23 | 0000000                     | OFFICE EXPRESS OFFICE PRODUCT | 1.52      |         | 02/27/23                   |
|   |        |            |    |          |                             | COPY PAPER                    |           |         |                            |
|   |        |            |    |          |                             | ACCOUNT TOTAL                 | 31.10     | .00     | 31.10                      |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES    |        |            |    |          |                             |                               |           |         |                            |
| 1346  |        | 09/23 AP   |    | 02/17/23 | 0000000                     | ARAMARK                       | 18.61     |         | 02/27/23                   |
|   |        |            |    |          |                             | MATS-PSS BUILDING             |           |         |                            |
| 1382  |        | 09/23 AP   |    | 02/12/23 | 0000000                     | RASMUSSEN CO., THE            | 100.00    |         | 02/27/23                   |

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|--|--------|------------|----|---------------------------|---------|---|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND  |        |            |    |                           |         |   |          |         |                 |          |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES     |        |            |    |                           |         | continued   |          |         |                 |          |
| 1382   |        |            |    | 09/23 AP 02/08/23         | 0000000 | TOW PD #11;FLAT TIRE<br>RASMUSSEN CO., THE  | 100.00   |         |                 | 02/27/23 |
| 1382   |        |            |    | 09/23 AP 02/07/23         | 0000000 | TOW HYUNDAI ELANTRA<br>#23-010916;SEARCH WARRANT<br>RASMUSSEN CO., THE            | 100.00   |         |                 | 02/27/23 |
| 1382   |        |            |    | 09/23 AP 02/03/23         | 0000000 | TOW CHEVY SILVERADO<br>#23-010550 RECOVER STOLEN<br>DRIVERS LICENSE GUIDE COMPANY | 47.00    |         |                 | 02/27/23 |
|  |        |            |    |                           |         | 2023 ID CHECKING GUIDE(2)   |          |         |                 |          |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 365.61   | .00     | 365.61          |          |
| 101-5521-415.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES |        |            |    |                           |         |   |          |         |                 |          |
| 1381   |        |            |    | 09/23 AP 02/17/23         | 0000000 | LEGISLATIVE SERVICES AGENCY<br>(2) 2023 IA CODES                                  | 250.00   |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 250.00   | .00     | 250.00          |          |
| 101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE  |        |            |    |                           |         |   |          |         |                 |          |
| 1382   |        |            |    | 09/23 AP 02/18/23         | 0000000 | BROWNELLS, INC.<br>RIFLE ACCESSORY REPLCMNT<br>MAGAZINE COUPLERS(4)               | 72.30    |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 72.30    | .00     | 72.30           |          |
| 101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY      |        |            |    |                           |         |   |          |         |                 |          |
| 1382   |        |            |    | 09/23 AP 02/06/23         | 0000000 | CEDAR BEND HUMANE SOCIETY<br>JAN '23 ANIMAL SURRENDER                             | 2,191.40 |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 2,191.40 | .00     | 2,191.40        |          |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES     |        |            |    |                           |         |   |          |         |                 |          |
| 1410   |        |            |    | 09/23 AP 02/21/23         | 0000000 | STOKES WELDING  | 9.00     |         |                 | 02/27/23 |
| 1410   |        |            |    | 09/23 AP 02/16/23         | 0000000 | AIR FILTER<br>O'DONNELL ACE HARDWARE  | 19.38    |         |                 | 02/27/23 |
| 1397   |        |            |    | 09/23 AP 02/13/23         | 0000000 | PROPANE AND OIL FILTER<br>OFFICE EXPRESS OFFICE PRODUCT<br>PENS AND PAPER         | 2.48     |         |                 | 02/27/23 |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 30.86    | .00     | 30.86           |          |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES     |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        |            |    | 09/23 AP 02/15/23         | 0000000 | O'DONNELL ACE HARDWARE  | 50.74    |         |                 | 02/27/23 |
|  |        |            |    |                           |         | PADS FOR UNDER CABINETS   |          |         |                 |          |
|  |        |            |    |                           |         | PROJECT#: 062501  |          |         |                 |          |
| 1397   |        |            |    | 09/23 AP 02/14/23         | 0000000 | OFFICE EXPRESS OFFICE PRODUCT<br>RECYCLING CONTAINER                              | 12.33    |         |                 | 02/27/23 |

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| GROUP NBR  | PO NBR | ACCTG PER. | CD | ---TRANSACTION---<br>DATE | NUMBER  | DESCRIPTION   | DEBITS   | CREDITS | CURRENT BALANCE | POST DT  |
|--|--------|------------|----|---------------------------|---------|---|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND                                      |        |            |    |                           |         |   |          |         |                 |          |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES |        |            |    |                           |         | continued   |          |         |                 |          |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/13/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT TRASH, RECYCLING CONT.  | 457.36   |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/13/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT PENS AND PAPER          | 2.48     |         |                 | 02/27/23 |
| 1397   |        | 09/23 AP   |    | 02/13/23                  | 0000000 | O'DONNELL ACE HARDWARE HOOKS FOR CLOCKS               | 17.07    |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/10/23                  | 0000000 | O'DONNELL ACE HARDWARE LIME AWAY                      | 6.99     |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/08/23                  | 0000000 | MENARDS-CEDAR FALLS ERGONOMIC SHOVELS                 | 87.96    |         |                 | 02/27/23 |
| PROJECT#: 062503   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/08/23                  | 0000000 | O'DONNELL ACE HARDWARE AIR GUN                        | 24.99    |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/08/23                  | 0000000 | O'DONNELL ACE HARDWARE AIR PLUG                       | 3.69     |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/07/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT LINERS, TOWELS AND CUPS | 781.54   |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 01/30/23                  | 0000000 | NAGLE SIGNS INC. LOGO SIGN FOR PODIUM                 | 150.00   |         |                 | 02/27/23 |
| PROJECT#: 062506   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 01/27/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT WASTE BASKETS           | 205.39   |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| ACCOUNT TOTAL  |        |            |    |                           |         |   | 1,800.54 | .00     | 1,800.54        |          |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR        |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/09/23                  | 0000000 | O'DONNELL ACE HARDWARE RIVET TOOL AND RIVETS          | 23.38    |         |                 | 02/27/23 |
| PROJECT#: 062506   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/09/23                  | 0000000 | O'DONNELL ACE HARDWARE SCREWS                         | 1.50     |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/09/23                  | 0000000 | O'DONNELL ACE HARDWARE FAUCET REPAIR                  | 37.07    |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/09/23                  | 0000000 | WILSON RESTAURANT SUPPLY, INC SHOP SINK AND FAUCET    | 2,401.72 |         |                 | 02/27/23 |
| PROJECT#: 062501   |        |            |    |                           |         |   |          |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/06/23                  | 0000000 | POLK'S LOCK SERVICE, INC. LOCKS AND KEYS              | 421.24   |         |                 | 02/27/23 |

| GROUP NBR   | PO NBR | ACCTG PER. | CD | ---TRANSACTION---<br>DATE | NUMBER  | DESCRIPTION                   | DEBITS   | CREDITS | CURRENT BALANCE | POST DT  |
|---|--------|------------|----|---------------------------|---------|-------------------------------|----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND   |        |            |    |                           |         |                               |          |         |                 |          |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR           |        |            |    |                           |         | continued                     |          |         |                 |          |
| PROJECT#: 062501  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 02/01/23                  | 0000000 | PLUMB SUPPLY COMPANY, LLC     | 19.73    |         |                 | 02/27/23 |
| STOOL REPAIR  |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062501  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 01/31/23                  | 0000000 | PLUMB SUPPLY COMPANY, LLC     | 234.96   |         |                 | 02/27/23 |
| STOOL SHUT OFF VALVES   |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062501  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 01/31/23                  | 0000000 | PLUMB SUPPLY COMPANY, LLC     | 5.50     |         |                 | 02/27/23 |
| PIPE CAP  |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062501  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 01/30/23                  | 0000000 | LAWSON PRODUCTS, INC.         | 99.00    |         |                 | 02/27/23 |
| WIRE ROPE AND CRIMPS  |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062506  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 01/25/23                  | 0000000 | NAGLE SIGNS INC.              | 318.15   |         |                 | 02/27/23 |
| SIGN REPAIR   |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062511  |        |            |    |                           |         |                               |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                               | 3,562.25 | .00     | 3,562.25        |          |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 02/07/23                  | 0000000 | PROSHIELD FIRE & SECURITY     | 180.00   |         |                 | 02/27/23 |
| FIRE HOOD SERVICE, EXTINGUISHERS                              |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062511  |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 02/01/23                  | 0000000 | AIRE SERV.OF THE CEDAR VALLEY | 468.56   |         |                 | 02/27/23 |
| HVAC REPAIR 18TH AND MAIN                                     |        |            |    |                           |         |                               |          |         |                 |          |
| PROJECT#: 062510  |        |            |    |                           |         |                               |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                               | 648.56   | .00     | 648.56          |          |
| 101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES          |        |            |    |                           |         |                               |          |         |                 |          |
| 1397  |        | 09/23 AP   |    | 02/13/23                  | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 15.90    |         |                 | 02/27/23 |
| STAPLER, PENS AND PAPER                                       |        |            |    |                           |         |                               |          |         |                 |          |
| ACCOUNT TOTAL   |        |            |    |                           |         |                               | 15.90    | .00     | 15.90           |          |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES    |        |            |    |                           |         |                               |          |         |                 |          |
| 1410  |        | 09/23 AP   |    | 02/21/23                  | 0000000 | DIAMOND VOGEL PAINT - #52     | 10.38    |         |                 | 02/27/23 |
| PFEIFFER PARK BATHROOM  |        |            |    |                           |         |                               |          |         |                 |          |
| 1410  |        | 09/23 AP   |    | 02/21/23                  | 0000000 | DIAMOND VOGEL PAINT - #52     | 402.17   |         |                 | 02/27/23 |
| PFEIFFER PARK BATHROOM  |        |            |    |                           |         |                               |          |         |                 |          |
| 1410  |        | 09/23 AP   |    | 02/20/23                  | 0000000 | O'DONNELL ACE HARDWARE        | 2.78     |         |                 | 02/27/23 |
| VINYL TUBING  |        |            |    |                           |         |                               |          |         |                 |          |
| 1410  |        | 09/23 AP   |    | 02/20/23                  | 0000000 | O'DONNELL ACE HARDWARE        | 30.55    |         |                 | 02/27/23 |
| NUTS/BOLTS,CLEANING SUPP.                                     |        |            |    |                           |         |                               |          |         |                 |          |
| 1372  |        | 09/23 AP   |    | 02/13/23                  | 0000000 | O'DONNELL ACE HARDWARE        | 33.37    |         |                 | 02/27/23 |
| CLEANING SUPPLIES   |        |            |    |                           |         |                               |          |         |                 |          |

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|--|-----|--|-----|----------------|---------|-------------------------------|-----------|---------|---------|-----------|
| NBR  | NBR | PER.                                   | CD  | DATE           | NUMBER  | DESCRIPTION                   | DEBITS    | CREDITS | CURRENT | POST DT   |
|  |     |  |     |                |         |                               |           |         |         | BALANCE   |
|  |     |  |     |                |         |                               |           |         |         | ----      |
| FUND 101 GENERAL FUND  |     |  |     |                |         |                               |           |         |         |           |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES     |     |  |     |                |         | continued                     |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 02/09/23       | 0000000 | COVERUP, LTD.                 | 1,135.00  |         |         | 02/27/23  |
|  |     | LADDER RACK                            |     |                |         |                               |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 02/03/23       | 0000000 | O'DONNELL ACE HARDWARE        | 5.69      |         |         | 02/27/23  |
|  |     | GRIPPING TOOL                          |     |                |         |                               |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 02/01/23       | 0000000 | MENARDS-CEDAR FALLS           | 13.92     |         |         | 02/27/23  |
|  |     | GRIPPING TOOL                          |     |                |         |                               |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 12/20/22       | 0000000 | ZIMCO SUPPLY CO.              | 490.00    |         |         | 02/27/23  |
|  |     | ICE MELT                               |     |                |         |                               |           |         |         |           |
| ACCOUNT TOTAL  |     |  |     |                |         |                               | 2,123.86  | .00     |         | 2,123.86  |
|  |     |  |     |                |         |                               |           |         |         |           |
| 101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE |     |  |     |                |         |                               |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 09/27/22       | 0000000 | COOLEY PUMPING, LLC           | 145.00    |         |         | 02/27/23  |
|  |     | PORTA POTTY PHEASANT                   |     |                |         |                               |           |         |         |           |
| ACCOUNT TOTAL  |     |  |     |                |         |                               | 145.00    | .00     |         | 145.00    |
| FUND TOTAL   |     |  |     |                |         |                               | 53,253.43 | 181.36  |         | 53,072.07 |
|  |     |  |     |                |         |                               |           |         |         |           |
| FUND 203 TAX INCREMENT FINANCING                               |     |  |     |                |         |                               |           |         |         |           |
| FUND 206 STREET CONSTRUCTION FUND                              |     |  |     |                |         |                               |           |         |         |           |
| 206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES           |     |  |     |                |         |                               |           |         |         |           |
| 1397   |     | 09/23 AP                               |     | 02/13/23       | 0000000 | OFFICE EXPRESS OFFICE PRODUCT | 9.29      |         |         | 02/27/23  |
|  |     | PENS AND PAPER                         |     |                |         |                               |           |         |         |           |
| ACCOUNT TOTAL  |     |  |     |                |         |                               | 9.29      | .00     |         | 9.29      |
|  |     |  |     |                |         |                               |           |         |         |           |
| 206-6637-436.72-16 OPERATING SUPPLIES / TOOLS                  |     |  |     |                |         |                               |           |         |         |           |
| 1410   |     | 09/23 AP                               |     | 02/21/23       | 0000000 | GIERKE-ROBINSON COMPANY, INC. | 53.00     |         |         | 02/27/23  |
|  |     | HAND SPRAYER                           |     |                |         |                               |           |         |         |           |
| 1410   |     | 09/23 AP                               |     | 02/17/23       | 0000000 | MENARDS-CEDAR FALLS           | 188.59    |         |         | 02/27/23  |
|  |     | SUPPLIES FOR TOOL TRUCK                |     |                |         |                               |           |         |         |           |
| ACCOUNT TOTAL  |     |  |     |                |         |                               | 241.59    | .00     |         | 241.59    |
|  |     |  |     |                |         |                               |           |         |         |           |
| 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL            |     |  |     |                |         |                               |           |         |         |           |
| 1372   |     | 09/23 AP                               |     | 02/08/23       | 0000000 | MENARDS-CEDAR FALLS           | 39.94     |         |         | 02/27/23  |
|  |     | LUMBER AND SUPPLIES FOR 275 PLOW TRUCK |     |                |         |                               |           |         |         |           |
| 1410   |     | 09/23 AP                               |     | 02/07/23       | 0000000 | COMPASS MINERALS AMERICA      | 24,620.81 |         |         | 02/27/23  |
|  |     | ROAD SALT                              |     |                |         |                               |           |         |         |           |
| 1410   |     | 09/23 AP                               |     | 02/06/23       | 0000000 | COMPASS MINERALS AMERICA      | 34,198.29 |         |         | 02/27/23  |
|  |     | ROAD SALT                              |     |                |         |                               |           |         |         |           |
| 1410   |     | 09/23 AP                               |     | 02/02/23       | 0000000 | COMPASS MINERALS AMERICA      | 5,133.16  |         |         | 02/27/23  |
|  |     | ROAD SALT                              |     |                |         |                               |           |         |         |           |

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|--|--------|------------|----|----------|--------------------|---|-----------|---------|-----------------|---------|
| FUND 206 STREET CONSTRUCTION FUND                                      |        |            |    |          |                    |   |           |         |                 |         |
| 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL                    |        |            |    |          |                    |   | continued |         |                 |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 63,992.20 | .00     | 63,992.20       |         |
| 206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT                |        |            |    |          |                    |   |           |         |                 |         |
| 1410   |        | 09/23 AP   |    | 02/15/23 | 0000000            | GIERKE-ROBINSON COMPANY, INC.<br>BLADE FOR CONCRETE   | 187.93    |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 187.93    | .00     | 187.93          |         |
| 206-6637-436.73-32 OTHER SUPPLIES / STREETS                            |        |            |    |          |                    |   |           |         |                 |         |
| 1410   |        | 09/23 AP   |    | 02/15/23 | 0000000            | BLACK HAWK RENTAL                                     | 160.20    |         | 02/27/23        |         |
| 1410   |        | 09/23 AP   |    | 02/08/23 | 0000000            | COMPASS MINERALS AMERICA<br>ROAD SALT                 | 4,810.20  |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 4,970.40  | .00     | 4,970.40        |         |
| 206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING                       |        |            |    |          |                    |   |           |         |                 |         |
| 1410   |        | 09/23 AP   |    | 02/21/23 | 0000000            | BLACK HAWK RENTAL<br>BLADE AND CUPS FOR BRUSH CUTTING | 47.49     |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 47.49     | .00     | 47.49           |         |
| 206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                   |        |            |    |          |                    |   |           |         |                 |         |
| 1397   |        | 09/23 AP   |    | 02/13/23 | 0000000            | OFFICE EXPRESS OFFICE PRODUCT<br>PENS AND PAPER       | 1.86      |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 1.86      | .00     | 1.86            |         |
| 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES             |        |            |    |          |                    |   |           |         |                 |         |
| 1410   |        | 09/23 AP   |    | 02/09/23 | 0000000            | ECHO GROUP, INC.<br>DAM MOTOR PUSH BUTTONS            | 343.93    |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 343.93    | .00     | 343.93          |         |
| 206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS                    |        |            |    |          |                    |   |           |         |                 |         |
| 1397   |        | 09/23 AP   |    | 02/06/23 | 0000000            | TRAFFIC CONTROL CORPORATION<br>PUSH BUTTONS           | 1,190.00  |         | 02/27/23        |         |
| ACCOUNT TOTAL  |        |            |    |          |                    |   | 1,190.00  | .00     | 1,190.00        |         |
| 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS |        |            |    |          |                    |   |           |         |                 |         |

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|--|--------|------------|----|----------|--------------------|-------------------------------|-----------|---------|-----------------|----------|
| FUND 206 STREET CONSTRUCTION FUND                                      |        |            |    |          |                    |                               |           |         |                 |          |
| 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS |        |            |    |          |                    | continued                     |           |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/13/23 | 00000000           | MOBOTREX, INC                 | 5,708.58  |         |                 | 02/27/23 |
|  |        |            |    |          |                    | CABINET UPGRADE COMPONENT     |           |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/06/23 | 00000000           | TRAFFIC CONTROL CORPORATION   | 1,600.00  |         |                 | 02/27/23 |
|  |        |            |    |          |                    | FLASHER CONVERSION KIT        |           |         |                 |          |
| 1397   |        | 09/23 AP   |    | 02/06/23 | 00000000           | TRAFFIC CONTROL CORPORATION   | 6,500.00  |         |                 | 02/27/23 |
|  |        |            |    |          |                    | 24 HR FLASHERS                |           |         |                 |          |
|  |        |            |    |          |                    | ACCOUNT TOTAL                 | 13,808.58 | .00     | 13,808.58       |          |
|  |        |            |    |          |                    | FUND TOTAL                    | 84,793.27 | .00     | 84,793.27       |          |
| FUND 215 HOSPITAL FUND   |        |            |    |          |                    |                               |           |         |                 |          |
| FUND 216 POLICE BLOCK GRANT FUND                                       |        |            |    |          |                    |                               |           |         |                 |          |
| FUND 217 SECTION 8 HOUSING FUND  |        |            |    |          |                    |                               |           |         |                 |          |
| 217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES       |        |            |    |          |                    |                               |           |         |                 |          |
| 1377   |        | 09/23 AP   |    | 02/01/23 | 00000000           | ONE SOURCE THE BACKGROUND CHE | 171.90    |         |                 | 02/27/23 |
|  |        |            |    |          |                    | PACKAGE & STATE FEES          |           |         |                 |          |
|  |        |            |    |          |                    | 01/01-02/01/23                |           |         |                 |          |
| 1377   |        | 09/23 AP   |    | 12/31/22 | 00000000           | ONE SOURCE THE BACKGROUND CHE | 58.00     |         |                 | 02/27/23 |
|  |        |            |    |          |                    | DECEMBER APPLICANTS SEC 8     |           |         |                 |          |
|  |        |            |    |          |                    | 2 APPLICANTS                  |           |         |                 |          |
|  |        |            |    |          |                    | ACCOUNT TOTAL                 | 229.90    | .00     | 229.90          |          |
|  |        |            |    |          |                    | FUND TOTAL                    | 229.90    | .00     | 229.90          |          |
| FUND 223 COMMUNITY BLOCK GRANT   |        |            |    |          |                    |                               |           |         |                 |          |
| 223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES                   |        |            |    |          |                    |                               |           |         |                 |          |
| 1381   |        | 09/23 AP   |    | 02/15/23 | 00000000           | OFFICE EXPRESS OFFICE PRODUCT | .76       |         |                 | 02/27/23 |
|  |        |            |    |          |                    | COPY PAPER                    |           |         |                 |          |
|  |        |            |    |          |                    | ACCOUNT TOTAL                 | .76       | .00     | .76             |          |
| 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES       |        |            |    |          |                    |                               |           |         |                 |          |
| 1377   |        | 09/23 AP   |    | 12/31/22 | 00000000           | IOWA NORTHLAND REGIONAL CO. O | 310.70    |         |                 | 02/27/23 |
|  |        |            |    |          |                    | ENT. ENVIRONMENT REVIEW GA    |           |         |                 |          |
|  |        |            |    |          |                    | DECEMBER EXPENSES             |           |         |                 |          |
| 1377   |        | 09/23 AP   |    | 12/31/22 | 00000000           | IOWA NORTHLAND REGIONAL CO. O | 291.09    |         |                 | 02/27/23 |
|  |        |            |    |          |                    | PLAN & REPORTS                |           |         |                 |          |
|  |        |            |    |          |                    | DECEMBER EXPENSES             |           |         |                 |          |
|  |        |            |    |          |                    | ACCOUNT TOTAL                 | 601.79    | .00     | 601.79          |          |
| 223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT   |        |            |    |          |                    |                               |           |         |                 |          |
| 1377   |        | 09/23 AP   |    | 12/31/22 | 00000000           | IOWA NORTHLAND REGIONAL CO. O | 1,603.26  |         |                 | 02/27/23 |
|  |        |            |    |          |                    | ENTITLEMENT SEWER LINING      |           |         |                 |          |
|  |        |            |    |          |                    | DECEMBER EXPENSES             |           |         |                 |          |
|  |        |            |    |          |                    | PROJECT#:                     |           |         |                 |          |
|  |        |            |    |          |                    | 023297                        |           |         |                 |          |

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|--|--------|------------|----|------------------|--|-----------|---------|-------------------------|
| FUND 223 COMMUNITY BLOCK GRANT   |        |            |    |                  |  |           |         |                         |
| 223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT   |        |            |    |                  |  | continued |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |  | 1,603.26  | .00     | 1,603.26                |
| 223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2          |        |            |    |                  |  |           |         |                         |
| 1377   |        | 09/23 AP   |    | 12/31/22 0000000 | IOWA NORTHLAND REGIONAL CO. O<br>CARES CV-2 AGENCY AWARD<br>DECEMBER EXPENSES          | 149.39    |         | 02/27/23                |
| PROJECT#: 022353   |        |            |    |                  |  |           |         |                         |
| 1377   |        | 09/23 AP   |    | 12/31/22 0000000 | IOWA NORTHLAND REGIONAL CO. O<br>CARES CV-2 CITY EQUIP<br>DECEMBER EXPENSES            | 789.69    |         | 02/27/23                |
| PROJECT#: 022353   |        |            |    |                  |  |           |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |  | 939.08    | .00     | 939.08                  |
| 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES       |        |            |    |                  |  |           |         |                         |
| 1377   |        | 09/23 AP   |    | 12/31/22 0000000 | IOWA NORTHLAND REGIONAL CO. O<br>ENT.SINGLE FAMILY REHAB<br>DECEMBER EXPENSES          | 760.78    |         | 02/27/23                |
| ACCOUNT TOTAL  |        |            |    |                  |  | 760.78    | .00     | 760.78                  |
| FUND TOTAL   |        |            |    |                  |  | 3,905.67  | .00     | 3,905.67                |
| FUND 224 TRUST & AGENCY  |        |            |    |                  |  |           |         |                         |
| FUND 242 STREET REPAIR FUND  |        |            |    |                  |  |           |         |                         |
| 242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON |        |            |    |                  |  |           |         |                         |
| 1376   |        | 09/23 AP   |    | 01/11/23 0000000 | AECOM TECHNICAL SERVICES, INC<br>3271-N CEDAR HEIGHTS PH1<br>12/3/22-1/6/23 SURVEY     | 2,266.82  |         | 02/27/23                |
| PROJECT#: 023271   |        |            |    |                  |  |           |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |  | 2,266.82  | .00     | 2,266.82                |
| 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT          |        |            |    |                  |  |           |         |                         |
| 1376   |        | 09/23 AP   |    | 02/17/23 0000000 | ADVANCED ENVIRONMENTAL TESTIN<br>3283-MAIN ST RECONSTRUCT<br>ASBESTOS REMOVAL 1203MAIN | 12,445.00 |         | 02/27/23                |
| PROJECT#: 023283   |        |            |    |                  |  |           |         |                         |
| ACCOUNT TOTAL  |        |            |    |                  |  | 12,445.00 | .00     | 12,445.00               |
| FUND TOTAL   |        |            |    |                  |  | 14,711.82 | .00     | 14,711.82               |

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|------------------------------------|--------|------------|----------|--|-------------------------------|-----------|---------|-----------------|----------|
| FUND 254 CABLE TV FUND             |        |            |          |  |                               |           |         |                 |          |
| 254-1088-431.89-18                 |        |            |          | MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING |                               |           |         |                 |          |
| 1407                               |        | 09/23 AP   | 02/10/23 | 0000000  | ALPHA VIDEO AND AUDIO, INC.   | 1,724.00  |         |                 | 02/27/23 |
|                                    |        |            |          | ANNL. LIVE STREAMING SERV                      |                               |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 1,724.00  | .00     | 1,724.00        |          |
|                                    |        |            |          | FUND TOTAL                                     |                               | 1,724.00  | .00     | 1,724.00        |          |
| FUND 258 PARKING FUND              |        |            |          |  |                               |           |         |                 |          |
| FUND 261 TOURISM & VISITORS        |        |            |          |  |                               |           |         |                 |          |
| 261-2291-423.73-52                 |        |            |          | OTHER SUPPLIES / BROCHURES & PUBLICATIONS      |                               |           |         |                 |          |
| 1404                               |        | 09/23 AP   | 02/03/23 | 0000000  | PROFESSIONAL OFFICE SERVICES  | 3,506.76  |         |                 | 02/27/23 |
|                                    |        |            |          | 19,970 TRAILMAPS-WILL REC                      | PYMTS FROM SPONSORS           |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 3,506.76  | .00     | 3,506.76        |          |
| 261-2291-423.73-55                 |        |            |          | OTHER SUPPLIES / MEDIA                         |                               |           |         |                 |          |
| 1404                               |        | 09/23 AP   | 02/07/23 | 0000000  | AMPERAGE MARKETING & FUNDRAIS | 3,300.00  |         |                 | 02/27/23 |
|                                    |        |            |          | FY23 MAR DIGITAL CAMPAIGN                      | GOOGLE/YOUTUBE/FACEBOOK       |           |         |                 |          |
| 1404                               |        | 09/23 AP   | 02/06/23 | 0000000  | IOWA ECONOMIC DEV.AUTHORITY F | 3,290.00  |         |                 | 02/27/23 |
|                                    |        |            |          | FY23 IA TOURISM OFFICE                         | CO-OP ADS/MARKETING/LEADS     |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 6,590.00  | .00     | 6,590.00        |          |
| 261-2291-423.85-23                 |        |            |          | UTILITIES / BUILDING MAINTENANCE               |                               |           |         |                 |          |
| 1404                               |        | 09/23 AP   | 02/17/23 | 0000000  | ARAMARK                       | 7.80      |         |                 | 02/27/23 |
|                                    |        |            |          | MAT SERVICE                                    |                               |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 7.80      | .00     | 7.80            |          |
|                                    |        |            |          | FUND TOTAL                                     |                               | 10,104.56 | .00     | 10,104.56       |          |
| FUND 262 SENIOR SERVICES & COMM CT |        |            |          |  |                               |           |         |                 |          |
| 262-1092-423.86-01                 |        |            |          | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE    |                               |           |         |                 |          |
| 1329                               |        | 09/23 AP   | 02/17/23 | 0000000  | ARAMARK                       | 7.80      |         |                 | 02/27/23 |
|                                    |        |            |          | COMM. CENTER MAT SERVICE                       |                               |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 7.80      | .00     | 7.80            |          |
| 262-1092-423.89-08                 |        |            |          | MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING |                               |           |         |                 |          |
| 1329                               |        | 09/23 AP   | 02/01/23 | 0000000  | MASMAR, MANDY SUE             | 160.00    |         |                 | 02/27/23 |
|                                    |        |            |          | SENIOR LINE DANCING FOR                        | FEBRUARY '23                  |           |         |                 |          |
|                                    |        |            |          | ACCOUNT TOTAL                                  |                               | 160.00    | .00     | 160.00          |          |

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|--------------------|-----|-------|-------------------|-------|---------------------|---|-----------|---------------|
| NBR                | NBR | PER.  | CD                | DATE  | NUMBER              | DESCRIPTION                                       |           | BALANCE       |
|                    |     |       |                   |       |                     |   |           | POST DT       |
| FUND 262           |     |       |                   |       |                     | SENIOR SERVICES & COMM CT                         |           |               |
|                    |     |       |                   |       |                     | FUND TOTAL  | 167.80    | .00 167.80    |
| 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                            |           |               |
| FUND 298           |     |       |                   |       |                     | HEARST CAPITAL                                    |           |               |
| FUND 311           |     |       |                   |       |                     | DEBT SERVICE FUND                                 |           |               |
| FUND 402           |     |       |                   |       |                     | WASHINGTON PARK FUND                              |           |               |
| FUND 404           |     |       |                   |       |                     | FEMA  |           |               |
| 404-1220-431.95-86 |     |       |                   |       |                     | BOND FUND PROJECTS / CENTER STREET STREETScape    |           |               |
| 1376               |     |       |                   | 09/23 | AP 12/29/22 0000000 | OWEN CONTRACTING INC.                             | 17,480.00 | 02/27/23      |
|                    |     |       |                   |       |                     | 3206-CENTER STREETScape                           |           |               |
| PROJECT#:          |     |       |                   |       |                     | 023206  |           |               |
|                    |     |       |                   |       |                     | ACCOUNT TOTAL                                     | 17,480.00 | .00 17,480.00 |
|                    |     |       |                   |       |                     | FUND TOTAL  | 17,480.00 | .00 17,480.00 |
| 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                                     |           |               |
| 430-1220-431.97-70 |     |       |                   |       |                     | TIF BOND PROJECTS / VIKING ROAD                   |           |               |
| 1376               |     |       |                   | 09/23 | AP 02/10/23 0000000 | SNYDER & ASSOCIATES, INC.                         | 15,567.21 | 02/27/23      |
|                    |     |       |                   |       |                     | 3212-WEST VIKING RD RECON SERVICES 01/01-01/31/23 |           |               |
| PROJECT#:          |     |       |                   |       |                     | 023212  |           |               |
|                    |     |       |                   |       |                     | ACCOUNT TOTAL                                     | 15,567.21 | .00 15,567.21 |
|                    |     |       |                   |       |                     | FUND TOTAL  | 15,567.21 | .00 15,567.21 |
| FUND 431           |     |       |                   |       |                     | 2014 BOND   |           |               |
| FUND 432           |     |       |                   |       |                     | 2003 BOND   |           |               |
| FUND 433           |     |       |                   |       |                     | 2001 TIF  |           |               |
| FUND 434           |     |       |                   |       |                     | 2000 BOND   |           |               |

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| GROUP              | PO   | ACCTG                     | ----TRANSACTION---- |      |         |                               | DEBITS     | CREDITS | CURRENT    |
|--------------------|------|---------------------------|---------------------|------|---------|-------------------------------|------------|---------|------------|
| NBR                | NBR  | PER.                      | CD                  | DATE | NUMBER  | DESCRIPTION                   |            |         | BALANCE    |
|                    |      |                           |                     |      |         |                               |            |         | POST DT    |
| FUND 435           | 1999 | TIF                       |                     |      |         |                               |            |         |            |
| FUND 436           | 2012 | BOND                      |                     |      |         |                               |            |         |            |
| 436-1220-431.98-60 |      | CAPITAL PROJECTS /        |                     |      |         | DAM SAFETY IMPROVEMENTS       |            |         |            |
| 1377               |      | 09/23 AP 12/31/22         |                     |      | 0000000 | IOWA NORTHLAND REGIONAL CO. O | 258.31     |         | 02/27/23   |
|                    |      | 3088-CEDAR RIVER REC.IMP. |                     |      |         | DECEMBER EXPENSES             |            |         |            |
| PROJECT#:          |      | 023088                    |                     |      |         |                               |            |         |            |
|                    |      | ACCOUNT TOTAL             |                     |      |         |                               | 258.31     | .00     | 258.31     |
|                    |      | FUND TOTAL                |                     |      |         |                               | 258.31     | .00     | 258.31     |
| FUND 437           | 2018 | BOND                      |                     |      |         |                               |            |         |            |
| FUND 438           | 2020 | BOND FUND                 |                     |      |         |                               |            |         |            |
| FUND 439           | 2022 | BOND FUND                 |                     |      |         |                               |            |         |            |
| FUND 443           |      | CAPITAL PROJECTS          |                     |      |         |                               |            |         |            |
| 443-1220-431.94-16 |      | CAPITAL PROJECTS /        |                     |      |         | CITY HALL REMODEL             |            |         |            |
| 1377               |      | 09/23 AP 02/13/23         |                     |      | 0000000 | NAGLE SIGNS INC.              | 425.40     |         | 02/27/23   |
|                    |      | CF LOGO-CONFERENCE ROOM 2 |                     |      |         |                               |            |         |            |
| PROJECT#:          |      | 023231                    |                     |      |         |                               |            |         |            |
| 1377               |      | 09/23 AP 02/10/23         |                     |      | 0000000 | NAGLE SIGNS INC.              | 922.62     |         | 02/27/23   |
|                    |      | 3231-CITY HALL REMODEL    |                     |      |         | SIGN DEPOSIT                  |            |         |            |
| PROJECT#:          |      | 023231                    |                     |      |         |                               |            |         |            |
| 1377               |      | 09/23 AP 01/31/23         |                     |      | 0000000 | PETERS CONSTRUCTION CORP.     | 212,923.64 |         | 02/27/23   |
|                    |      | 3231-CITY HALL REMODEL    |                     |      |         |                               |            |         |            |
| PROJECT#:          |      | 023231                    |                     |      |         |                               |            |         |            |
|                    |      | ACCOUNT TOTAL             |                     |      |         |                               | 214,271.66 | .00     | 214,271.66 |
|                    |      | FUND TOTAL                |                     |      |         |                               | 214,271.66 | .00     | 214,271.66 |
| 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      |                     |      |         |                               |            |         |            |

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| GROUP  | PO  | ACCTG    | ---TRANSACTION--- |          |         | DESCRIPTION  | DEBITS    | CREDITS | CURRENT   |
|--|-----|----------|-------------------|----------|---------|--|-----------|---------|-----------|
| NBR  | NBR | PER.     | CD                | DATE     | NUMBER  |  |           | BALANCE |           |
| -----  |     |          |                   |          |         |  |           |         |           |
|  |     |          |                   |          |         |  |           |         |           |
| -----  |     |          |                   |          |         |  |           |         |           |
| POST DT  |     |          |                   |          |         |  |           |         |           |
| -----  |     |          |                   |          |         |  |           |         |           |
| FUND 551 REFUSE FUND   |     |          |                   |          |         |  |           |         |           |
| 551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES         |     |          |                   |          |         |  |           |         |           |
| 1397   |     | 09/23 AP |                   | 02/13/23 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT PENS AND PAPER           | 4.96      |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 4.96      | .00     | 4.96      |
| 551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES         |     |          |                   |          |         |  |           |         |           |
| 1397   |     | 09/23 AP |                   | 02/13/23 | 0000000 | OFFICE EXPRESS OFFICE PRODUCT PENS AND PAPER           | 18.58     |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 18.58     | .00     | 18.58     |
| 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES |     |          |                   |          |         |  |           |         |           |
| 1372   |     | 09/23 AP |                   | 02/13/23 | 0000000 | DIAMOND VOGEL PAINT - #64/#55 PAINT - TRANSFER STATION | 69.52     |         | 02/27/23  |
| 1372   |     | 09/23 AP |                   | 02/06/23 | 0000000 | MENARDS-CEDAR FALLS GATE WHEEL-TRANSFER STATN          | 19.99     |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 89.51     | .00     | 89.51     |
| 551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT      |     |          |                   |          |         |  |           |         |           |
| 1372   |     | 09/23 AP |                   | 02/06/23 | 0000000 | J.V. MANUFACTURING, INC. BALER REPAIR                  | 2,625.50  |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 2,625.50  | .00     | 2,625.50  |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN       |     |          |                   |          |         |  |           |         |           |
| 1410   |     | 09/23 AP |                   | 02/11/23 | 0000000 | LIBERTY TIRE RECYCLING, LLC SCRAP TIRE RECYCLING       | 249.84    |         | 02/27/23  |
| 1397   |     | 09/23 AP |                   | 02/10/23 | 0000000 | MIDWEST ELECTRONIC RECOVERY E WASTE RECYCLING          | 397.50    |         | 02/27/23  |
| 1372   |     | 09/23 AP |                   | 01/28/23 | 0000000 | LIBERTY TIRE RECYCLING, LLC SCRAP TIRE RECYCLING       | 128.38    |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 775.72    | .00     | 775.72    |
| 551-6685-436.93-01 EQUIPMENT / EQUIPMENT                     |     |          |                   |          |         |  |           |         |           |
| 1410   |     | 09/23 AP |                   | 02/15/23 | 0000000 | ROUTEWARE, INC. SERVICE AND SUPPORT FEES               | 11,719.74 |         | 02/27/23  |
| 1372   |     | 09/23 AP |                   | 02/13/23 | 0000000 | ROUTEWARE, INC. ROUTE WARE CAMERAS                     | 2,954.40  |         | 02/27/23  |
| 1372   |     | 09/23 AP |                   | 02/13/23 | 0000000 | ROUTEWARE, INC. ROUTE WARE TABLETS                     | 985.92    |         | 02/27/23  |
| ACCOUNT TOTAL  |     |          |                   |          |         |  | 15,660.06 | .00     | 15,660.06 |

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| GROUP                      | PO  | ACCTG | --- | TRANSACTION | ---     |  |           |         |           |          |
|----------------------------|-----|-------|-----|-------------|---------|--|-----------|---------|-----------|----------|
| NBR                        | NBR | PER.  | CD  | DATE        | NUMBER  | DESCRIPTION                            | DEBITS    | CREDITS | CURRENT   | BALANCE  |
|                            |     |       |     |             |         |  |           |         |           | POST DT  |
| FUND 551 REFUSE FUND       |     |       |     |             |         |  |           |         |           |          |
|                            |     |       |     |             |         | FUND TOTAL                             | 19,174.33 | .00     | 19,174.33 |          |
| FUND 552 SEWER RENTAL FUND |     |       |     |             |         |  |           |         |           |          |
| 552-6655-436.72-16         |     |       |     |             |         | OPERATING SUPPLIES / TOOLS             |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 02/09/23    | 0000000 | FASTENAL COMPANY                       | 234.95    |         |           | 02/27/23 |
|                            |     |       |     |             |         | ANCHORS                                |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 234.95    | .00     | 234.95    |          |
| 552-6655-436.72-54         |     |       |     |             |         | OPERATING SUPPLIES / BUILDING SUPPLIES |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 02/17/23    | 0000000 | CONTINENTAL RESEARCH CORP.             | 200.65    |         |           | 02/27/23 |
|                            |     |       |     |             |         | URINAL DOTS                            |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 200.65    | .00     | 200.65    |          |
| 552-6655-436.86-12         |     |       |     |             |         | REPAIR & MAINTENANCE / TOWELS          |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 02/17/23    | 0000000 | ARAMARK                                | 30.46     |         |           | 02/27/23 |
|                            |     |       |     |             |         | MOPS, RUGS AND TOWELS                  |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 30.46     | .00     | 30.46     |          |
| 552-6665-436.71-01         |     |       |     |             |         | OFFICE SUPPLIES / OFFICE SUPPLIES      |           |         |           |          |
| 1397                       |     | 09/23 | AP  | 02/13/23    | 0000000 | OFFICE EXPRESS OFFICE PRODUCT          | 6.19      |         |           | 02/27/23 |
|                            |     |       |     |             |         | PENS AND PAPER                         |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 01/27/23    | 0000000 | OFFICE EXPRESS OFFICE PRODUCT          | 335.03    |         |           | 02/27/23 |
|                            |     |       |     |             |         | CHAIRMAT, TAPE AND LABEL               |           |         |           |          |
|                            |     |       |     |             |         | MAKER                                  |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 341.22    | .00     | 341.22    |          |
| 552-6665-436.72-16         |     |       |     |             |         | OPERATING SUPPLIES / TOOLS             |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 02/10/23    | 0000000 | O'DONNELL ACE HARDWARE                 | 20.99     |         |           | 02/27/23 |
|                            |     |       |     |             |         | DRILL BIT POLYMER PUMPS                |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 20.99     | .00     | 20.99     |          |
| 552-6665-436.72-19         |     |       |     |             |         | OPERATING SUPPLIES / PRINTING          |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 12/06/22    | 0000000 | STOREY KENWORTHY                       | 254.30    |         |           | 02/27/23 |
|                            |     |       |     |             |         | LEAVE FORMS FOR WW                     |           |         |           |          |
|                            |     |       |     |             |         | ACCOUNT TOTAL                          | 254.30    | .00     | 254.30    |          |
| 552-6665-436.72-26         |     |       |     |             |         | OPERATING SUPPLIES / TESTING & LAB     |           |         |           |          |
| 1406                       |     | 09/23 | AP  | 02/11/23    | 0000000 | UNITED PARCEL SERVICE                  | 14.93     |         |           | 02/27/23 |

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| GROUP  | PO  | ACCTG    | ----TRANSACTION---- |         |                               | DESCRIPTION | DEBITS | CREDITS    | CURRENT |
|--|-----|----------|---------------------|---------|-------------------------------|-------------|--------|------------|---------|
| NBR  | NBR | PER.     | CD                  | DATE    | NUMBER                        |             |        | BALANCE    |         |
| -----  |     |          |                     |         |                               |             |        |            |         |
|  |     |          |                     |         |                               |             |        |            |         |
| -----  |     |          |                     |         |                               |             |        |            |         |
| POST DT -----  |     |          |                     |         |                               |             |        |            |         |
| FUND 552 SEWER RENTAL FUND   |     |          |                     |         |                               |             |        |            |         |
| 552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB                  |     |          |                     |         |                               | continued   |        |            |         |
| LAB RETURNS  |     |          |                     |         |                               |             |        |            |         |
| ACCOUNT TOTAL  |     |          |                     |         |                               | 14.93       | .00    | 14.93      |         |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT                |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/14/23            | 0000000 | O'DONNELL ACE HARDWARE        | 42.76       |        | 02/27/23   |         |
| PEST CONTROL   |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/13/23            | 0000000 | O'DONNELL ACE HARDWARE        | 48.36       |        | 02/27/23   |         |
| NUTS AND BOLTS   |     |          |                     |         |                               |             |        |            |         |
| ACCOUNT TOTAL  |     |          |                     |         |                               | 91.12       | .00    | 91.12      |         |
| 552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.            |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/15/23            | 0000000 | MENARDS-CEDAR FALLS           | 8.38        |        | 02/27/23   |         |
| LIFTS STATION SUPPLIES   |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/14/23            | 0000000 | MENARDS-CEDAR FALLS           | 44.97       |        | 02/27/23   |         |
| SEAL WATER DRAIN HOSE  |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/08/23            | 0000000 | GRAINGER PARTS                | 134.70      |        | 02/27/23   |         |
| LIFT STATION TIMERS  |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/01/23            | 0000000 | GRAINGER PARTS                | 291.76      |        | 02/27/23   |         |
| LIFT STATION SUPPLIES  |     |          |                     |         |                               |             |        |            |         |
| ACCOUNT TOTAL  |     |          |                     |         |                               | 479.81      | .00    | 479.81     |         |
| 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE         |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/16/23            | 0000000 | ENGINEERED EQUIPMENT SOLUTION | 2,265.17    |        | 02/27/23   |         |
| WASTEGAS BURNER PARTS  |     |          |                     |         |                               |             |        |            |         |
| 1406   |     | 09/23 AP | 02/09/23            | 0000000 | GRAINGER PARTS                | 463.50      |        | 02/27/23   |         |
| POLYMER PLUMBING   |     |          |                     |         |                               |             |        |            |         |
| ACCOUNT TOTAL  |     |          |                     |         |                               | 2,728.67    | .00    | 2,728.67   |         |
| FUND TOTAL   |     |          |                     |         |                               | 4,397.10    | .00    | 4,397.10   |         |
| FUND 553 2004 SEWER BOND   |     |          |                     |         |                               |             |        |            |         |
| FUND 555 STORM WATER UTILITY   |     |          |                     |         |                               |             |        |            |         |
| 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS |     |          |                     |         |                               |             |        |            |         |
| 1376   |     | 09/23 AP | 02/22/23            | 0000000 | PETERSON CONTRACTORS          | 243,966.41  |        | 02/27/23   |         |
| PROJECT#: 3215-OLIVE ST BOX CULVERT                                    |     |          |                     |         |                               |             |        |            |         |
| PROJECT#: 023215   |     |          |                     |         |                               |             |        |            |         |
| ACCOUNT TOTAL  |     |          |                     |         |                               | 243,966.41  | .00    | 243,966.41 |         |

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| GROUP   | PO  | ACCTG | ----TRANSACTION---- |          | DESCRIPTION | DEBITS     | CREDITS  | CURRENT    |
|---|-----|-------|---------------------|----------|-------------|------------|----------|------------|
| NBR   | NBR | PER.  | CD                  | DATE     | NUMBER      |            |          | BALANCE    |
|   |     |       |                     |          |             |            |          | POST DT    |
| FUND 555 STORM WATER UTILITY  |     |       |                     |          |             |            |          |            |
| FUND TOTAL  |     |       |                     |          |             | 243,966.41 | .00      | 243,966.41 |
| FUND 570 SEWER ASSESSMENT   |     |       |                     |          |             |            |          |            |
| FUND 606 DATA PROCESSING FUND                                       |     |       |                     |          |             |            |          |            |
| 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES          |     |       |                     |          |             |            |          |            |
| 1381  |     | 09/23 | AP                  | 01/31/23 | 0000000     | 32.16      |          | 02/27/23   |
| ZIP TIES, SIDE CUTTERS  |     |       |                     |          |             |            |          |            |
| ACCOUNT TOTAL   |     |       |                     |          |             | 32.16      | .00      | 32.16      |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT        |     |       |                     |          |             |            |          |            |
| 1407  |     | 09/23 | AP                  | 02/22/23 | 0000000     | 1,134.05   |          | 02/27/23   |
| GORDON FLESCH COMPANY   |     |       |                     |          |             |            |          |            |
| COPIERS/24629-MPS01   |     |       |                     |          |             |            |          |            |
| 02/22/23-03/21/23   |     |       |                     |          |             |            |          |            |
| ACCOUNT TOTAL   |     |       |                     |          |             | 1,134.05   | .00      | 1,134.05   |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS |     |       |                     |          |             |            |          |            |
| 1381  |     | 09/23 | AP                  | 02/07/23 | 0000000     | 550.00     |          | 02/27/23   |
| TRANSOFT SOLUTIONS, INC.  |     |       |                     |          |             |            |          |            |
| ANNUAL AUTOTURN SOFTWARE  |     |       |                     |          |             |            |          |            |
| 4/1/23-3/31/24  |     |       |                     |          |             |            |          |            |
| 1381  |     | 09/23 | AP                  | 01/05/23 | 0000000     | 1,200.00   |          | 02/27/23   |
| RAMAKER & ASSOCIATES, INC.  |     |       |                     |          |             |            |          |            |
| CIMS E BURIAL SEARCH  |     |       |                     |          |             |            |          |            |
| ACCOUNT TOTAL   |     |       |                     |          |             | 1,750.00   | .00      | 1,750.00   |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT                            |     |       |                     |          |             |            |          |            |
| 1381  |     | 09/23 | AP                  | 02/15/23 | 0000000     | 6,158.39   |          | 02/27/23   |
| HEARTLAND BUSINESS SYSTEMS LL                                       |     |       |                     |          |             |            |          |            |
| OFFICE365 MONTHLY SUB-FEB   |     |       |                     |          |             |            |          |            |
| 1412  |     | 08/23 | AP                  | 01/31/23 | 0142465     | 5,086.72   |          | 02/23/23   |
| IP PATHWAYS, LLC  |     |       |                     |          |             |            |          |            |
| DR AS A SERVICE   |     |       |                     |          |             |            |          |            |
| MONTHLY BILLING JAN. 2023   |     |       |                     |          |             |            |          |            |
| 1412  |     | 08/23 | AP                  | 01/31/22 | 0142465     |            | 5,086.72 | 02/23/23   |
| IP PATHWAYS, LLC  |     |       |                     |          |             |            |          |            |
| DR AS A SERVICE   |     |       |                     |          |             |            |          |            |
| DATE CORRECTION   |     |       |                     |          |             |            |          |            |
| ACCOUNT TOTAL   |     |       |                     |          |             | 11,245.11  | 5,086.72 | 6,158.39   |
| FUND TOTAL  |     |       |                     |          |             | 14,161.32  | 5,086.72 | 9,074.60   |
| FUND 680 HEALTH INSURANCE FUND                                      |     |       |                     |          |             |            |          |            |
| FUND 681 HEALTH SEVERANCE   |     |       |                     |          |             |            |          |            |
| FUND 682 HEALTH INSURANCE - FIRE                                    |     |       |                     |          |             |            |          |            |

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ACCOUNT ACTIVITY LISTING

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| GROUP  | PO  | ACCTG | --- | TRANSACTION | ---     | DESCRIPTION  | DEBITS    | CREDITS | CURRENT | POST      | DT       |
|--|-----|-------|-----|-------------|---------|--|-----------|---------|---------|-----------|----------|
| NBR  | NBR | PER.  | CD  | DATE        | NUMBER  |  |           |         | BALANCE |           |          |
| FUND 685 VEHICLE MAINTENANCE FUND                      |     |       |     |             |         |  |           |         |         |           |          |
| 685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES   |     |       |     |             |         |  |           |         |         |           |          |
| 1397   |     | 09/23 | AP  | 02/13/23    | 0000000 | OFFICE EXPRESS OFFICE PRODUCT<br>PENS AND PAPER                    | 6.81      |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 6.81      | .00     |         | 6.81      |          |
| 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL      |     |       |     |             |         |  |           |         |         |           |          |
| 1372   |     | 09/23 | AP  | 01/31/23    | 0000000 | AIRGAS USA, LLC<br>WELDING GAS                                     | 72.63     |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 72.63     | .00     |         | 72.63     |          |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES   |     |       |     |             |         |  |           |         |         |           |          |
| 1372   |     | 09/23 | AP  | 02/09/23    | 0000000 | MENARDS-CEDAR FALLS<br>#20160 TRAILER TIE DOWNS                    | 53.94     |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 53.94     | .00     |         | 53.94     |          |
| 685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS |     |       |     |             |         |  |           |         |         |           |          |
| 1372   |     | 09/23 | AP  | 02/02/23    | 0000000 | D & D TIRE INC.<br>#370 RRO REPAIR                                 | 145.00    |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 145.00    | .00     |         | 145.00    |          |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY    |     |       |     |             |         |  |           |         |         |           |          |
| 1372   |     | 09/23 | AP  | 02/10/23    | 0000000 | C & C WELDING & SANDBLASTING<br>#382 DOOR REPAIR                   | 1,400.84  |         |         |           | 02/27/23 |
| 1372   |     | 09/23 | AP  | 02/02/23    | 0000000 | D & D TIRE INC.<br>384 RFI TIRE REPLACED                           | 280.00    |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 1,680.84  | .00     |         | 1,680.84  |          |
| 685-6698-446.93-01 EQUIPMENT / EQUIPMENT               |     |       |     |             |         |  |           |         |         |           |          |
| 1407   |     | 09/23 | AP  | 02/17/23    | 0000000 | METROPOLITAN TRANSIT AUTHORIT<br>2022 GILLIG BUS CEDAR FALLS SHARE | 26,294.76 |         |         |           | 02/27/23 |
| 1372   |     | 09/23 | AP  | 02/08/23    | 0000000 | KELTEK INCORPORATED<br>PD22 UPFITTING COSTS                        | 1,861.01  |         |         |           | 02/27/23 |
| ACCOUNT TOTAL  |     |       |     |             |         |  | 28,155.77 | .00     |         | 28,155.77 |          |
| FUND TOTAL   |     |       |     |             |         |  | 30,114.99 | .00     |         | 30,114.99 |          |

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| GROUP   | PO  | ACCTG | ---- | TRANSACTION | ----    | DESCRIPTION  | DEBITS     | CREDITS  | CURRENT    | POST DT  |
|---|-----|-------|------|-------------|---------|--|------------|----------|------------|----------|
| NBR   | NBR | PER.  | CD   | DATE        | NUMBER  |  |            |          | BALANCE    |          |
| FUND 686 PAYROLL FUND                         |     |       |      |             |         |  |            |          |            |          |
| FUND 687 WORKERS COMPENSATION FUND            |     |       |      |             |         |  |            |          |            |          |
| FUND 688 LTD INSURANCE FUND                   |     |       |      |             |         |  |            |          |            |          |
| 688-1902-457.51-03                            |     |       |      |             |         | INSURANCE / LTD INSURANCE  |            |          |            |          |
| 1407  |     | 09/23 | AP   | 02/24/23    | 0000000 | MADISON NATIONAL LIFE INS.CO.<br>LTD-MAR'23                                  | 4,128.72   |          |            | 02/27/23 |
|   |     |       |      |             |         | ACCOUNT TOTAL  | 4,128.72   | .00      | 4,128.72   |          |
| 688-1902-457.51-04 INSURANCE / LIFE INSURANCE |     |       |      |             |         |  |            |          |            |          |
| 1407  |     | 09/23 | AP   | 02/24/23    | 0000000 | MADISON NATIONAL LIFE INS.CO.<br>GROUP LIFE AD/D MAR'23                      | 2,605.75   |          |            | 02/27/23 |
|   |     |       |      |             |         | ACCOUNT TOTAL  | 2,605.75   | .00      | 2,605.75   |          |
|   |     |       |      |             |         | FUND TOTAL   | 6,734.47   | .00      | 6,734.47   |          |
| FUND 689 LIABILITY INSURANCE FUND             |     |       |      |             |         |  |            |          |            |          |
| 689-1902-457.51-05                            |     |       |      |             |         | INSURANCE / LIABILITY INSURANCE  |            |          |            |          |
| 1407  |     | 09/23 | AP   | 02/14/23    | 0000000 | ARTHUR J. GALLAGHER RISK MGMT<br>BUILDERS RISK EXT. POLICY<br>1/4/23-1/4/24  | 1,240.00   |          |            | 02/27/23 |
| 1407  |     | 09/23 | AP   | 02/14/23    | 0000000 | ARTHUR J. GALLAGHER RISK MGMT<br>ARTIST HOUSE-UMBRELLA<br>1/18/23-1/18/24    | 773.00     |          |            | 02/27/23 |
| 1407  |     | 09/23 | AP   | 02/13/23    | 0000000 | ARTHUR J. GALLAGHER RISK MGMT<br>ARTIST HOUSE (RED HOUSE)<br>1/18/23-1/18/24 | 1,292.00   |          |            | 02/27/23 |
|   |     |       |      |             |         | ACCOUNT TOTAL  | 3,305.00   | .00      | 3,305.00   |          |
|   |     |       |      |             |         | FUND TOTAL   | 3,305.00   | .00      | 3,305.00   |          |
| FUND 724 TRUST & AGENCY                       |     |       |      |             |         |  |            |          |            |          |
| FUND 727 GREENWOOD CEMETERY P-CARE            |     |       |      |             |         |  |            |          |            |          |
| FUND 728 FAIRVIEW CEMETERY P-CARE             |     |       |      |             |         |  |            |          |            |          |
| FUND 729 HILLSIDE CEMETERY P-CARE             |     |       |      |             |         |  |            |          |            |          |
| FUND 790 FLOOD LEVY                           |     |       |      |             |         |  |            |          |            |          |
|   |     |       |      |             |         | GRAND TOTAL  | 738,321.25 | 5,268.08 | 733,053.17 |          |

**From:** Kelly Dunn <[Kelly.Dunn2@cedarfalls.com](mailto:Kelly.Dunn2@cedarfalls.com)>  
**Sent:** Saturday, February 25, 2023 1:41 PM  
**To:** CF-CityCouncil-DL <[CityCouncilDL@cedarfalls.com](mailto:CityCouncilDL@cedarfalls.com)>; Rob Green <[Rob.Green@cedarfalls.com](mailto:Rob.Green@cedarfalls.com)>  
**Subject:** Referral Dam Discussion

Hello All,

I would like to advise that I plan to make a referral at our next council meeting to discuss our river dam and the future of the dam on the Cedar River.  
Have a great day!

Regards,  
Kelly

**Kelly Dunn**  
City Council At Large  
Cedar Falls, IA  
319-215-6891