

AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING TUESDAY, JULY 06, 2021 7:00 PM AT CITY HALL

The City is providing in-person and electronic options for this meeting in accordance with the Governor's Proclamation of Disaster Emergency regarding meetings and hearings. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or
- +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: https://zoom.us/j/96272871738.
- d) View the live stream on Channel 15 YouTube using this link: https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of June 21, 2021.

Agenda Revisions

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

Special Presentations

Proclamation recognizing July 11, 2021 as 1-133d Infantry Regiment - Ironman Battalion Day.

Special Order of Business

- 3. Public hearing on the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 29, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.

- e) Resolution approving the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
- 4. Public hearing on a proposal to undertake a public improvement project for the West 27th Street Reconstruction Project, and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 25, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving a public improvement project for the West 27th Street Reconstruction Project, and authorizing acquisition of private property for said project.
- <u>5.</u> Public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Cyber Lane Extension Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 25, 2021)
 - 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 Cyber Lane Extension Project.

New Business

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

- 6. Receive and file Mayor's Monthly Report for June, 2021.
- 7. Receive and file the following resignations of members from Boards and Commissions:
 - a) Floyd Winter, Cedar Falls Health Trust Fund Board.
 - b) Chris Corkery, Art & Culture Board.
- 8. Receive and file the Work Session minutes of June 21, 2021 relative to the following item:
 - a) Downtown Zoning Ordinance.
- 9. Receive and file the Committee of the Whole minutes of June 21, 2021 relative to the following items:
 - a) Grow Cedar Valley Update.
 - b) Cash Management Report.
- 10. Receive and file the Departmental Monthly Reports of May, 2021.
- 11. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - a) Equipment Operator.
 - b) Public Safety Supervisor-Captain.
 - c) Public Safety Supervisor-Lieutenant.
- 12. Approve the following applications for beer permits and liquor licenses:
 - a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine renewal.
 - b) Amvets, 1934 Irving Street, Class A liquor & outdoor service renewal.

- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor renewal.
- d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor renewal.
- e) The Other Place, 2214 College Street, Class C liquor renewal.
- f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor renewal.
- g) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine change in ownership.
- h) Dollar General, 2921 Center Street, Class C beer & Class B wine change in ownership.
- i) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service change in ownership.
- j) River Place Plaza, 200 East 2nd Street Plaza, Special Class C liquor & outdoor service temporary expansion of outdoor service area. (July 10-11, 2021)
- k) Amvets, 1934 Irving Street, Class A liquor & outdoor service temporary expansion of outdoor service area.

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

- 13. Resolution levying a final assessment for costs incurred by the City to clean up/remove debris on the property located at 2013 Maplewood Drive.
- 14. Resolution approving and accepting from the Municipal Electric and Communications Utilities the permanent transfers of \$2,622,314.00 to the General Fund and \$15,000.00 to the Economic Development Fund of the City of Cedar Falls.
- 15. Resolution approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2021-2022 Edward Byrne Memorial Justice Association Grant (JAG) Program funding for the Tri-County Drug Task Force.
- 16. Resolution approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.
- 17. Resolution approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Tojo Construction Inc. relative to a HOME Housing Rehabilitation Project at 210 C2 Balboa Avenue.
- 18. Resolution approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Tojo Construction Inc. relative to a HOME Housing Rehabilitation Project at 2512 Cedar Heights Drive.
- 19. Resolution approving and accepting a Utility and Access Easement on Lot 3 of Pinnacle Prairie Commercial South Phase II.
- 20. Resolution approving a First Amendment to Deed of Dedication for Pinnacle Prairie Commercial South - Phase II.
- 21. Resolution approving the preliminary plat of Pinnacle Prairie Commercial South Phase V.
- 22. Resolution approving the final plat of Pinnacle Prairie Commercial South Phase V.
- 23. Resolution approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a medical clinic at 5909 Prairie Parkway.
- 24. Resolution approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a retail development at 703 Brandilynn Boulevard.
- 25. Resolution approving and authorizing the expenditure of funds for the purchase of a mini excavator for the Public Works Department.
- 26. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Strickler Properties LC relative to a post-construction stormwater management plan for 6415 Development Drive.

- 27. Resolution approving and accepting the contract and bond of Pirc-Tobin Construction, Inc. for the West 27th Street Sanitary Sewer Extension Project.
- 28. Resolution receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project.
- 29. Resolution receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Public Sidewalk Repair and Infill Project.
- 30. Resolution receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Sidewalk Assessment Project Zone 4.
- 31. Resolution receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Permeable Alley Project.
- 32. Resolution setting July 19, 2021 as the date of public hearing on a proposal to enter into an Agreement for Private Development with CV Commercial, L.L.C. relative to a commercial/residential mixed use development.

Ordinances:

<u>33.</u> Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to the speed limit on certain portions of Viking Road, upon its first consideration.

Allow Bills and Claims

34. Allow Bills and Claims of July 6, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

CITY HALL CEDAR FALLS, IOWA, JUNE 21, 2021 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

- 53366 It was moved by Kruse and seconded by Darrah that the minutes of the Regular Meeting of June 7, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53367 Community Development Director Sheetz responded to concerns expressed by MaryJane McCollum, 807 West 2nd Street, regarding the Downtown Visioning process and the demarcation of commercial zoning on West 1st Street extending past Walnut Street and pushing into current residential areas. Ms. McCollum also commented on private property parking.

Public Works Director Schrage and Public Safety Director Olson responded to comments by Rosemary Beach, 5018 Sage Road, regarding the speed limit and traffic noise on West 1st Street near Main Street.

- 53368 It was moved by Darrah and seconded by Kruse that Ordinance #2990, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions, 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: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: deBuhr. Motion carried. The Mayor Pro Tem then declared Ordinance #2990 duly passed and adopted.
- 53369 It was moved by Miller and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

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

- a) Clare Struck, Parks & Recreation Commission, term ending 06/30/2024.
- b) Brian Bowman, Parks & Recreation Commission, term ending 06/30/2024.
- c) Mario Basurto, Human Rights Commission, term ending 07/01/2024.
- d) Jordan Beranek, Human Rights Commission, term ending 07/01/2024.
- e) Melissa Heston, Human Rights Commission, term ending 07/01/2024.
- f) Susan Langan, Human Rights Commission, term ending 07/01/2023.
- g) Leslie Prideaux, Visitors & Tourism Board, term ending 07/01/2024.
- h) Annie Gougler, Visitors & Tourism Board, term ending 07/01/2024.
- i) Mary Carlson, Visitors & Tourism Board, term ending 07/01/2024.

Receive and file the Work Session minutes of June 7, 2021 relative to the following item:

a) Downtown Zoning Ordinance.

Receive and file the Committee of the Whole minutes of June 7, 2021 relative to the following item:

a) Downtown & College Hill Parking Policy Discussion.

Approve a request for a temporary sign at 3409 Cedar Heights Drive, June 22-23, 2021.

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

- a) Bani's, 2128 College Street.
- b) G's Corner, 2125 College Street Suite E.
- c) Greenleaf Tobacco & Vaper, 5901 University Avenue.
- d) Hy-Vee Food Store, 6301 University Avenue.
- e) Hy-Vee Gas, 6527 University Avenue.
- f) United Wine & Liquor, 2211 College Street.

Approve the following applications for beer permits and liquor licenses:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine renewal.
- b) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine renewal.
- c) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer renewal.
- d) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service renewal.
- e) Target, 214 Viking Plaza Drive, Class E liquor renewal.
- f) David's Taphouse and Dumplings, 200 West 1st Street, Class C liquor new.
- g) Montage, 222-224 Main Street, Class C liquor & outdoor service new.

Motion carried unanimously.

53370 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,414, approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY21 financial statements and compliance with federal award programs.

Resolution #22,415, approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to renewal of the City's Public Entity Insurance for FY22.

Resolution #22,416, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY22 Employee Health Plan.

Resolution #22,417, approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY22 Employee Health Plan.

Resolution #22,418, approving and adopting revised job classifications.

Resolution #22,419, approving and adopting the City's FY22 Payroll Resolution.

Resolution #22,420, approving and authorizing execution of a First Aid Service/Product Agreement with City Laundering Company for FY2022-FY2024.

Resolution #22,421, approving and authorizing execution of a Janitorial Products Agreement with Laser Tech. USA, Inc., d/b/a Office Express/Office Products for FY2022-FY2024.

Resolution #22,422, approving and authorizing execution of a Linen Services Agreement with Aramark Uniform Services for FY2022-FY2024.

Resolution #22,423, approving and authorizing execution of an Office Supply & Copy Paper Product Agreement with Laser Tech. USA, Inc., d/b/a Office Express/Office Products for FY2022-FY2024.

Resolution #22,424, approving and authorizing execution of a Uniform Products Agreement with ServiceWear Apparel, Inc. for FY2022-FY2024.

Resolution #22,425, approving and authorizing execution of a Service/Product Agreement with CivicPlus, LLC relative to Recreation Management Software.

Resolution #22,426, approving and authorizing execution of two Extensions of Leases and two new Red House Studio Leases relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.

Resolution #22,427, approving and authorizing submission of a Rownd Trust grant application to the Cedar Falls Community Foundation by the Historic Preservation Commission.

Resolution #22,428, approving and accepting a Lien Notice and Special Promissory Note for property located at 1619 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #22,429, approving a Second Amendment to Deed of Dedication of The Arbors First Addition.

Resolution #22,430, approving and authorizing the expenditure of funds for the purchase of a dump truck and components for the Public Works Department.

Resolution #22,431, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Aldi Inc. relative to a post-construction stormwater management plan for 219 Brandilynn Boulevard.

Resolution #22,432, receiving and filing the bids, and approving and accepting the low bid of Pirc-Tobin Construction, Inc., in the amount of \$265,163.35, for the West 27th Street Sanitary Sewer Extension Project.

Resolution #22,433, setting July 6, 2021 as the date of the public hearing on a proposal to undertake a public improvement project for the West 27th Street Reconstruction Project, and to authorize acquisition of private property for said project.

Resolution #22,434, receiving and filing, and setting July 6, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate

of cost for the Cyber Lane Extension Project.

Resolution #22,435, setting July 6, 2021 as the date of public hearing on the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.

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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolutions #22,414 through #22,435 duly passed and adopted.

- 153371 It was moved by Kruse and seconded by Darrah that Resolution #22,436, approving and adopting the City's FY22 Fee Schedule, be adopted. Following comments by Councilmembers Harding and Miller, and responses by Community Development Director Sheetz, Attorney Rogers, and Finance & Business Operations Director Rodenbeck, it was moved by Kruse and seconded by Sires to amend the motion to remove the character district commercial and multi-family review fee. The motion to amend carried 4-3, with Miller, Darrah and Dunn voting Nay. The Mayor Pro Tem then put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolution #22,436 duly passed and adopted as amended.
- 53372 It was moved by Kruse and seconded by Darrah that the bills and claims of June 21, 2021 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 53373 Councilmember Sires recognized the Community Playhouse and their recent presentation of Mamma Mia.

Public Works Director Schrage and Public Safety Director Olson responded to questions by Councilmembers Darrah, Dunn, Harding and Kruse regarding the traffic, noise and safety concerns at the intersection of West 1st Street and Main Street.

- 53374 City Administrator Gaines stated that the City is not receiving bids for some projects due to shortages of construction materials and delays in projects should be expected.
- 53375 It was moved by Kruse and seconded by Miller that the meeting be adjourned at 7:32 P.M. Motion carried unanimously.





MAYOR ROBERT M. GREEN

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



1-133d INFANTRY REGIMENT – IRONMAN BATTALION DAY

JULY 11, 2021

WHEREAS, service in the Iowa National Guard has been a selfless and noble calling for generations of Iowans, dating back to the Civil War; and

WHEREAS, the 133d Infantry Regiment, a part of the 34th Infantry Division, has continuously operated in Northeast Iowa since July 11th, 1921; and

WHEREAS, the 1st Battalion of the 133d Infantry Regiment is proudly known as the Ironman Battalion, a distinction earned during World War II for a record 611 consecutive days in combat, and then re-affirmed during a nearly 22-month mobilization supporting Operation Iraqi Freedom from 2005 to 2007; and

WHEREAS, thousands of Northeast Iowa civilian-soldiers have volunteered for service at Iowa National Guard armories in Waterloo, Dubuque, Davenport, Oelwein, Iowa City, Iowa Falls, and Charles City; and

WHEREAS, the 550+ members of the Ironman Battalion recently completed a year-long federal deployment to Southwest Asia as part of Operation Spartan Shield, with operations in more than two dozen countries; and

WHEREAS, community support is vital to success of the Iowa National Guard, and for the morale and well-being of Ironman Battalion members and their families at home;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate July 11th, 2021 as **1-133d Infantry Regiment - Ironman Battalion Day** in Cedar Falls in recognition of the vital role played by the Ironman Battalion in our nation's defense, and I encourage residents to seek ways to support our Northeast Iowa National Guard soldiers and families as they answer their Nation's call in uniformed service in Iowa and across the globe.



Signed this 30th day of June, 2021.



Mayor Robert M. Green



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: June 28, 2021

SUBJECT: Public Hearing & Adoption: Community Development Block Grant and

HOME Consortium

Annual Action Plan FY22 (FFY21)

The Community Development Department has developed FFY21 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$274,792 in federal fiscal year 2021. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan. The next step is to set a date of public hearing for the City Council to consider the Annual Action Plan.

Attached is the draft Annual Action Plan FY22 (Federal Fiscal Year 2021). The adopted 5-Year Consolidated Plan guides the proposed uses, but there is flexibility based on changing conditions which is the purpose for an annual action plan. The table below lists the 5-Year Consolidated Plan's estimate for activities and amounts. It shows the proposal for the Annual Action Plan next to it. We estimate \$190,375 in either carryover revenues from past plan years or reallocation of the plan year expenditures. This is for various reasons such as lower bid prices on a past project or regulatory restrictions we have encountered on projects such as parks, code enforcement, or transportation services. This allows the FFY21 Annual Action Plan proposal to include a higher level of funding to sewer lining and rehabilitation projects than initially anticipated in the 5-Year Consolidated Plan. Both are identified as activities in FFY21.

Activity	5-Yr. Consolidated Plan Estimate	FFY21 AAP Proposal	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	\$36,785	8%
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$0	\$25,000	5%
Preserve Existing Affordable Housing: Code Enforcement	\$10,000	\$0	0%

Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$37,960	\$40,620	9%
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$51,000	\$250,000	54%
Provide Access to Transportation Services	\$30,000	\$0	0%
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$0	\$58,602	13%
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$57,510	\$0	0%
Conduct Demolition and Clearance Activities	\$5,000	\$0	0%
CDBG Planning and Administration (capped at 20% of annual allocation)	\$50,615	\$54,160	11%
FFY21 Total (including carryover/reallocation)		\$465,167	100%

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

The FFY21 Annual Action Plan was considered at the Housing Commission's May 11th and June 8th meetings. The Housing Commission has recommended approval. The Annual Action Plan was available for public review from May 25th-June 25th, with publication in the Courier of its availability. This meets HUD's 30-day public comment period requirement. The Community Development Department recommends holding a public hearing and adopting the Annual Action Plan (FFY21) on July 6th.

Please contact me with any questions. Thank you.



PRELIMINARY DRAFT FOR REVIEW JUNE 9, 2021

CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2021 (CITY FISCAL YEAR 2022) ANNUAL ACTION PLAN

COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan): Waterloo-Cedar Falls Courier; May 19th, 2021

May 25th, 2021 (Opened the 30-day public comment period) June 25th, 2021 (Closed the 30-day public comment period)

HOUSING COMMISSION: Public Meeting on May 11th, 2021 and Public Hearing on June 8th, 2021 (Recommendation to City Council)

<u>Waterloo-Cedar Falls Courier</u>; May 19th, 2021, May 21st, 2021, and May 25th, 2021

CITY COUNCIL PUBLIC MEETINGS AND HEARING ON:

June 21st, 2021 (Council sets public hearing for July 6th, 2021)
July 6th, 2021 (Adoption) (After a properly noticed public hearing was conducted)
Publication: <u>Waterloo-Cedar Falls Courier</u>; (May 19th, 2021, May 21st, 2021, and May 25th, 2021, and June 29th, 2021)

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2021, the City of Cedar Falls intends to complete four (4) activities or programs: Renter-occupied rehabilitation and repair, benefitting two units; agency and organizational support, helping approximately 4,000 persons, of which 40 are homeless; improving neighborhood infrastructure and accessibility, particularly improving sanitary sewer and sidewalks benefitting 1,000 low-and-moderate income persons; and program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.
 - Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
 - Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community.
 - Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.
 - Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.
 - Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.
 - Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

(4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past four years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded several agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer lining and sidewalk infill for neighborhood connectivity, that serve its low-and-moderate income census tracts.

With all this stated, the COVID-19 pandemic had a major impact on the City's ability to offer continuity of services under the CDBG programs during the past year or so. Most notably, the virus has slowed our ability to serve the community and required us to suspend some of our programs altogether for several months, specifically, the housing rehabilitation and repair programs. Three primary issues affected the decision to suspend and thus delay programs. First, the lack of protocols for employees to enter private property, while adhering to social distancing and personal protective equipment requirements, during a public health emergency. Second, construction contractor availability, or lack thereof. Lastly, the availability and price of construction materials for the proposed work

In total, the City received three subsequent CDBG funding awards as a result of the pandemic, one of which was from the State of Iowa's Economic Development Authority and the others were awarded directly by HUD. These were all through the Coronavirus Aid, Relief, and Economic Security (CARES) legislation that passed in late March 2020. Specifically, the intent of this legislation was to prevent, prepare for, or respond to the Coronavirus. As indicated in this plan, most of the additional funds were awarded to agencies, non-profit organizations, educational institutions, and service providers that either served in frontline capacities or roles and/or that were overwhelmed by the impacts of the COVID-19 pandemic on their agencies, inventories and finances, and clients.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City's Participation Plan, as amended. The Cedar Falls Housing Commission held a public meeting on May 11th, 2021, and a public hearing on June 8th, 2021, which was posted according to City's Citizen Participation Plan and State law. Notice for the meetings was published on May 19th, 2021, May 21st, 2021, and May 25th, 2021, in the Waterloo-Cedar Falls Courier. A legal notice, the purpose and subject of which was published on May 19th, 2021, in the Waterloo-Cedar Falls Courier, offered a 30-day public comment period between May 25th, 2021 and June 25th, 2021. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 6th, 2021. Notice for said City Council hearing was published in the Waterloo-Cedar Falls Courier on June 29th, 2021. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk's Offices, as well as on the City's website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role Name		Department/Agency	
CDBG Administrator	Cedar Falls	Department of Community Development	

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources. During this past year, the staff and its administrative contractor spent much of its time and effort, related to the CDBG program, focusing on the COVID-19 (Coronavirus) pandemic, which had a worldwide effect on human health, interaction, and economies.

Public Contact Information

City of Cedar Falls

Department of Community Development Planning and Community Services Division 220 Clay Street Cedar Falls, Iowa 50613

Contact: Planning and Community Services Manager

Telephone: (319) 273-8600

Website: http://www.cedarfalls.com

AP-10 Consultation - 91.220(b)

1. Introduction

Agency and organizational consultation regarding this plan were fostered through the public participation process defined in this, and the following, sections.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

As a result of two factors: annual Agency public service programs and additional funds originating from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which primarily were awarded to service agencies and organizations responding to the COVID-19 pandemic, the City has had several meetings, contacts (emails), and discussions with numerous agencies and organizations that are providing assistance to Cedar Falls residents, most of which is being provided in an attempt to mitigate the impact of the pandemic. Interestingly, most of the these "meetings" were held electronically to help minimize the spread of the COVID-19 pandemic. In total, the City awarded funding to four agencies through their annual Entitlement funding and to seven agencies and three schools through its supplemental CARES Act funding.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Contact was made with the CoC, which is governed by the Black Hawk County Local Homeless Coordinating Board, through its various members' agencies during this past year, primarily driven by the COVID-19 pandemic. As noted above, much of the contact had to be made electronically due to social distancing guidelines.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cedar Falls is a not a recipient of ESG funds.

2. Agencies, groups, and organizations who participated in process and consultations.

- Salvation Army (sheltering of homeless persons, including parents and children; meal site)
- Northeast Iowa Food Bank (food assistance)
- East Side Ministerial Alliance (rent and mortgage assistance; eviction and foreclosure prevention)
- Pathways Behavioral Services (mental health; substance abuse; counseling)
- Exceptional Persons, Incorporated (rent and mortgage assistance; eviction and foreclosure prevention; work activity assistance for persons with disabilities)
- Jesse Cosby Center (financial management; debt assistance)
- EMBARC (immigration assistance; student assistance; language assistance; Burmese population)
- Cedar Falls Community School District (assistance for K-12 children)
- Valley Lutheran School (assistance for K-12 children)
- St. Patrick's Catholic School (assistance for K-8 children)
- Operation Threshold (rent and mortgage assistance; eviction and foreclosure prevention; housing repair, rehabilitation, and weatherization; utility assistance; public assistance (i.e. WIC, LIHEAP, SNAP)

3. Identify agency types not consulted and provide rationale for not consulting.

- Public health (time constraints, COVID-19 pandemic)
- Childcare (time constraints, COVID-19 pandemic)
- Healthcare (time constraints, COVID-19 pandemic)
- Transportation (time constraints, COVID-19 pandemic)

The entities noted in this element were dramatically impacted by the COVID-19 (Coronavirus) pandemic and thus were not consulted.

4. Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the
		goals of each plan?
	Black Hawk County Local	The LHCB composition was reviewed to better understand
Continuum of Care	Homeless Coordinating	the homeless housing and social service needs in
	Board (LHCB)	developing the Plan.
City of Cedar Falls	City of Codor Folls	Strategic Plan goals are more specific, but consistent with
Comprehensive Plan	City of Cedar Falls	the Comprehensive Plan.
2019-2023 Consolidated	Cities of Cedar Falls and	Plan goals are updates and improvements to current
Plan	Waterloo	Consolidated Plan goals

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the city under this Plan
Comprehensive Economic Development Strategy	Iowa Northland Regional Economic Development Commission	Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region, focusing more closely on economic development, private investment, development, and job creation.
Metropolitan Planning Organization Long Range Transportation Plan	Metropolitan Planning Organization of Black Hawk County	Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The city will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit services
Metropolitan Planning Organization Pedestrian Master Plan	Metropolitan Planning Organization of Black Hawk County	The city is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, access and accessibility, and non-motorized transportation modes (sidewalk, trails, etc.)
Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan	Black Hawk County Emergency Management Commission; City of Cedar Falls	The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), protect personal health, and enhance safety, as is possible. These are consistent with the MJ HMP
City of Cedar Falls Citizen Participation Plan City of Cedar Falls		The Strategic Plan will be developed and implemented in a manner that is consistent with the current Citizen Participation Plan.

Table. Other local / regional / federal planning efforts

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on May 19th, 2021, in the Waterloo-Cedar Falls Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between May 25th, 2021, and June 25th, 2021. The Commission held specific public comment opportunities on its agenda relative to the draft plans during a public meeting on May 11th, and a public hearing on June 8th, 2021, and the meeting was legally posted per City policy and placed on the City's website. The Housing Commission's public hearing was published on May 19th, 2021, May 21st, 2021, and May 25th, 2021, in the Waterloo-Cedar Falls Courier. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. Further, the Spring 2021 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan. Also, public input was formally considered through conduct of a City Council public hearing on July 6th, 2021, which was legally advertised in the Waterloo Courier on June 29th, 2021. No comments were received from the public.

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$274,792 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2021. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of	Uses of Funds	Expe	cted Amou	nt Available Ye	ear 3	Expected Amount	Narrative
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Available Remainder of Con Plan \$	Description
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Public Service Improvements, Neighborhood Access, Neighborhood Improvements, Planning and Administration	\$274,792	\$0	\$190,375 (Estimated)	\$465,167 (Estimated)	\$541,602 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$2,600,000 (Estimated)	

Table 1 – Goals Summary

Additional Narrative

In addition to the FFY 2021 annual allocation of CDBG Entitlement funds, the City of Cedar Falls is estimating that \$190,375 in carryover or prior year funding will be available for allocation consistent with the goals and projects presented in the current Consolidated Plan. Regardless of the exact amount carried forward from prior years, the City plans to use these funds for Housing or Rental Rehabilitation and Repair, Neighborhood Infrastructure, Neighborhood Access and Accessibility Improvements, and/or Neighborhood Recreational Improvements for low-and-moderate income (LMI) households or areas, as defined by HUD and the Census Bureau. Further, the City is working to award and provide services to residents with its supplemental CARES (COVID-19) funding, the total of which is \$660,045.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

CDBG funds will be used to provide rehabilitation and repair grants for single-family homeowners. Also, CDBG funds including CARES (COVID-19) dollars, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Neighborhood Accessibility Improvements and Neighborhood Infrastructure Improvements to low-to-moderate income areas (census tracts) of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts. Specifically, the publicly owned rights-of-way will be used to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable	CDBG: \$36,785	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
2	Occupied Units Maintain	2019	2022	Affordable	Cityayida	Housing Maintain	CDBC	Pontal Housing Pohabilitated or Ponsired
2	Affordable Housing: Renter Occupied Units	2019	2023	Housing	Citywide	Existing Affordable Housing	CDBG: \$25,000	Rental Housing Rehabilitated or Repaired: 2 Household Housing Units; ; 4 persons or 2 households benefitted
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$40,620	Public Service Activities Other than LMI Housing Benefit:4,020 persons or 1,520 households assisted. Homeless person overnight shelter: 20 persons or 20 households assisted.
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$250,000	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 80 persons or 40 households assisted

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome Indicator
Order		Year	Year		Area	Addressed	Estimate	
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$58,602	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 40 persons or 20 households assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted.
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$54,160	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

In addition to housing projects, the City is contemplating using CDBG funds for neighborhood access projects, as outlined in our Consolidated Plan and this Action Plan, more specifically sidewalk infill within and connecting to low-and-moderate income neighborhoods, tracts, or block groups, as well as completing additional sanitary sewer lining projects in LMI areas as well.

The primary barrier for assisted households is, and has been, the price of housing in the community, even as new units are being built. During the past year, prices have continued rising and supply has dwindled. These trends proved to be surprising during the COVID-19 pandemic.

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
_	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$36,785 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and	
	type of families that will	Approximately 2 households, or 4 persons, will benefit from the CBBG
	benefit from the proposed	Rehabilitation Program
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to)
	Figilied Activities	repair or replacement of the mechanical systems, roofs, doors, foundations,
		structural repair, wall and attic insulation, interior wall panels, windows and
		siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
2	Project Name	Rental Housing Rehabilitation
_	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$0 (Estimated) \$25,000 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	•	6/30/2022
	Target Date Estimate the number and	• •
		Approximately 2 households, or 4 persons, will benefit from this limited
	type of families that will benefit from the proposed	CDBG Rehabilitation Program
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to)
	riamieu Activities	repair or replacement of the mechanical systems, roofs, doors, foundations,
		structural repair, wall and attic insulation, interior wall panels, windows and
		siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI
		areas.
	Target Date	6/30/2022
	Estimate the number and	This activity will benefit approximately 0 households in Cedar Falls.
	type of families that will	, spp , o
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
	2220	20.10.1. to 10 th and moderate modifie (Elvir) persons and/or areas

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide
		Family and Children's Services
	Funding Target	CDBG: \$40,620 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2022
	Estimate the number and	This activity will benefit approximately 4,020 persons, or 1,520 households,
	type of families that will benefit from the proposed activities	in the Cedar Falls area.
		City of Codes Fello 220 Clay Street Codes Fello Javya FOC12 (Administrated)
	Location Description Planned Activities	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	riailleu Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
	CDRC National Objective	·
-	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$250,000 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	Tayget Date	6/30/2022
	Target Date Estimate the number and	
	type of families that will	This activity will benefit approximately 80 persons or 40 households in the Cedar Falls area.
	benefit from the proposed activities	Ceuai Faiis area.
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the
		community
_	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2022
	Estimate the number and	This activity will benefit approximately 0 people in the Cedar Falls area.
	type of families that will benefit from the proposed	
	activities	City of Codar Falls 220 Clay Street Codar Falls Javas FOC42 / Administrated
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes
		and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$58,602 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2022
	Estimate the number and	This activity will benefit approximately 40 persons, or 20 households, in the
	type of families that will	Cedar Falls area.
	benefit from the proposed	
	activities	
	Location Description	LMI Areas.
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will
		connect LMI households to service agencies, organizations, educational,
		recreational facilities, and employment opportunities and centers. Projects
		will be completed in residential neighborhoods using sidewalk, curb
		cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities
		located in parks or other public property in LMI areas of the community
	Target Date	6/30/2022
	Estimate the number and	This activity will benefit approximately 0 households, or 0 persons, in the
	type of families that will benefit from the proposed	Cedar Falls area.
	activities	
	Location Description	LMI Areas. Parks identified for improvement include Island Park, Seerley
	Location Description	Park and a future park site near Aldrich Elementary School.
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in
	Trainica Activities	local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls
		City limits by demolishing and clearing dilapidated buildings and structures
		in the community
	Target Date	6/30/2022
	Estimate the number and	Demolition of approximately 0 dilapidated units in the City
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas;
		Aid in the prevention or elimination of slums or blight
10 Project Name CDBG Planning and Administration		
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$54,160 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program,
		policy planning, environmental reviews, report preparation, and
		administration will be financed using CDBG funds
	Target Date	6/30/2022
	Estimate the number and	Not Applicable
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas;
		Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%
LMI Area Benefit	66%

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under Activity 1, Owner Occupied Housing Rehabilitation, and Activity 2, rental rehabilitation. Also, the City plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for Activities 5 and 7, Neighborhood Infrastructure and Neighborhood Access Improvements. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household or rental units, will require participants to meet LMI prescribed HUD income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 14 percent of its budget on specific low-and-moderate income households under its homeowner and renter rehabilitation and repair programs citywide, while planning to expend 66 percent of its overall budget for LMI-area benefit projects. Planning and administration expense are projected to expend 20 percent of the annual allocation.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
_	Goal	Continue to provide housing grants for rehabilitation, repair, accessibility and structural
	Description	hazard removal grants to eligible low-and-moderate income households in order to preserve
		owner-occupied single-family housing stock.
	Plan	Consolidated Plan Objective 1
	References	Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons
	Objective	` ''
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal
	Description	grants to eligible low-and-moderate income households in order to preserve renter-occupied
		housing stock.
	Plan	Consolidated Plan Objective 1
	References	Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons
-	Objective Coal Name	Dracery & Evicting Affordable Housing through Code Enforcement
3	Goal Name Goal	Preserve Existing Affordable Housing through Code Enforcement Working with the Elected Officials, Housing Commission, and Staff, continue to equitably
	Description	enforce municipal code provisions that affect the safety of housing conditions, including
	Description	property and rental inspections, municipal infractions, and building and structural codes (i.e.
		fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate
		income areas would benefit from implementing this goal.
	Plan	Consolidated Plan Objective 1
	Reference	Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector
		Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objectives	
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal	Continue supporting agencies providing homeless services, including sheltering, in the
	Description	community, as well as providing financial counseling, nutritional, substance abuse, family
	Plan	services, and healthcare.
	References	Consolidated Plan Objectives 1 and 3 Analysis of Importants To Fair Housing Bubble Contag Market Board Actions
	National	Analysis of Impediments to Fair Housing Public Sector Market Based Actions. Panefit to Jawand moderate income (LMI) pareage, Limited Income Clientale.
	Objective	Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal	This goal provides for funding of infrastructure projects including street, water, sanitary
	Description	sewer, stormwater management, and other projects in specific neighborhoods qualifying as
		low-and-moderate income areas.
	Plan	Consolidated Plan Objective 2
	References	Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector
		Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	
6	Goal Name	Provide Access to Transportation Services
	Goal	Program provides funding for transportation to income-eligible households that are
	Description	dependent upon these services in order to maintain employment.

	Plan	Consolidated Plan Objectives 1 and 4
	References	Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy
		Based, and Private Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	
7	Goal Name	Neighborhood Accessibility Improvements
	Goal	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents
	Description	in LMI areas, as identified by the Census Bureau.
	Plan	Consolidated Plan Objectives 2 and 4
	References	Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy
		Based, and Private Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	
8	Goal Name	Neighborhood Recreational Amenities
	Goal	Provide funds for increasing access to healthy lifestyles and educational advancement related
	Description	to parks, recreation, trees, and active living parks in LMI areas of the community.
	Plan	Consolidated Plan Objectives 2 and 4
	References	Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private
		Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal	The primary purpose of this project is the demolition and clearance of dilapidated structures,
	Description	thus eliminating specific conditions of blight or physical decay on a local basis. Individual
		demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan	Consolidated Plan Objective 2
	References	Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector
		Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The
	Description	program provides effective planning and administration for CDBG programs that benefit low-
		and-moderate income areas and households in the community.
	Plan	Consolidated Plan Objectives 1, 2, 3, and 4
	References	Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy
		Based, and Private Sector Market Based Actions.
	National	Benefit to low-and-moderate income (LMI) persons and/or areas
	Objective	Aid in the prevention or elimination of slums or blight
		ı

Table 6 – Goal Description

AP-60 Public Housing - 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a "troubled" public housing agency.

AP-65 Homeless and Other Special Need Activities - 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. In addition, in FFY 2020 and upcoming in FFY 2021, the City is awarding much of their Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to seven agencies and three schools to, "prevent, prepare for, or respond to Coronavirus". The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies are given an opportunity to attend a City Housing Commission meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household's needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Fourth, the City is funding several agencies that are providing rent or mortgage assistance, the need for which originates with the COVID-19 pandemic. Finally, the City, using its CDBG and CDBG CARES funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG or CDBG CARES programs alone.

AP-70: HOPWA Goals - 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

At this time, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has unmet demand for affordable housing. This problem has only been exacerbated during the pandemic, as vacancy rate for all types of units has fallen dramatically in the community, while prices have climbed very quickly.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for some low-and-moderate income households. Third, market demand has driven the price of land and materials upward in the community, not to mention the high costs associated with "greenfield" residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Part of the dramatic increases the City is currently experiencing in construction materials are being cause by supply chain

problems, associated with the COVID-19 pandemic. Finally, even with additional CDBG CARES funds, that could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market, along with high materials prices and supply chain issues caused by the pandemic are having on the price of housing, which may affect whether or not people can afford to live in the community.

The City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. The City has completed a community visioning plan for the Downtown and College Hill areas. The community involvement with each plan pointed to a need for housing options and the plans recommend Missing Middle Housing. The City is working on a downtown zoning code that will enable the housing types of Missing Middle and also allow housing options such as Accessory Dwelling Units (ADUs) for housing flexibility and affordability. It is anticipated that a downtown code will be adopted in 2021. Building permit fees are based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is collected by the City is determined by the State of Iowa. Currently, residentially classified property is rolled-back by the state such that local governments may only tax at a rate of 56.4 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, materials pricing and supply chain problems, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, but the community has offered assistance to residents for direct services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure and accessibility investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls addresses obstacles to meeting the needs of the underserved through supporting several public service agencies and nonprofit organizations that strive to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs.

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. Incidentally, the City received an additional \$660,000 in Coronavirus Aid, Relieve, and Economic Security (CARES) Act funds, most of which was being allocated to seven agencies and three schools. The funding supports housing improvements, preventing homelessness, food security, housing security through rent/mortgage support, equipment for safe operations during the health emergency, and remove education/work during the health emergency. Also, the City will work with code enforcement and other departments to identify potential at-risk residents. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing.

Cedar Falls continues to work on fostering affordable housing in the community. The Housing Rehabilitation and Repair Programs assist qualified homeowners and renters with substantial rehabilitation or repairs to existing units. This year, Cedar Falls will work to kick off a rental repair program. We have not had such a program before. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community.

Actions planned to reduce lead-based paint hazards.

The lowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the rehabilitation projects in Cedar Falls. In addition, the program budgets for relocation expenses of homeowners at-risk to the negative impacts from lead-based paint. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure.

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments (INRCOG), will continue to work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also continue to address the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the above-mentioned entities, together with Cedar Falls' consortium partner in the HOME

Investment Partnership Program, the City of Waterloo Community Development Department, will continue to do likewise with the institutional structure associated with administering the HOME Program.

Actions planned to reduce the number of poverty-level families.

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; pay mortgage and rent for residents in arrears on both using CARES (COVID-19) funds; hire interpreters for addressing the needs of their non-English speaking population, and provide emergency food and shelter to those persons in danger of becoming homeless.

Actions planned to enhance coordination between public and private housing and social service agencies.

Staff outreach is key in enhancing coordination between public and private housing and social service agencies, relative to housing in the city. Specifically, staff manages the Housing Choice Vouchers Program, which maintains a relationship with private housing management firms. Further, the growth in the City has required staff to build relationships with private developers working the community. Finally, the City has built and maintains a good communication dialog with local public service agencies and private non-profit organizations that are directly or indirectly involved in housing in the community. By working with and educating participating landlords and property owners, private developers, service organizations, about the City, its programs, and requirements, it will position itself to better meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program				
year and that has not yet been reprogrammed	\$0			
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the				
priority needs and specific objectives identified in the grantee's strategic plan.	\$0			
3. The amount of surplus funds from urban renewal settlements	\$0			
4. The amount of any grant funds returned to the line of credit for which the planned use has not been				
included in a prior statement or plan	\$0			
5. The amount of income from float-funded activities	\$0			
Total Program Income:				

Other CDBG Requirements

1. The amount of urgent need activities

0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.

70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME Investment Partnership Program recipient. It is part of a consortium with the City of Waterloo, Iowa. That being said, the Cities of Cedar Falls and Waterloo renegotiated their Community Housing Development Organization (CHDO) agreement during this past year. As part of that process, the City of Cedar Falls is also working closely with INRCOG and the Iowa Heartland Habitat for Humanity Chapter to implement their HOME projects and plans.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM

Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, Civil Engineer II

DATE: June 30th, 2021

SUBJECT: West 27th Street Reconstruction Project

City Project Number RC-000-3240

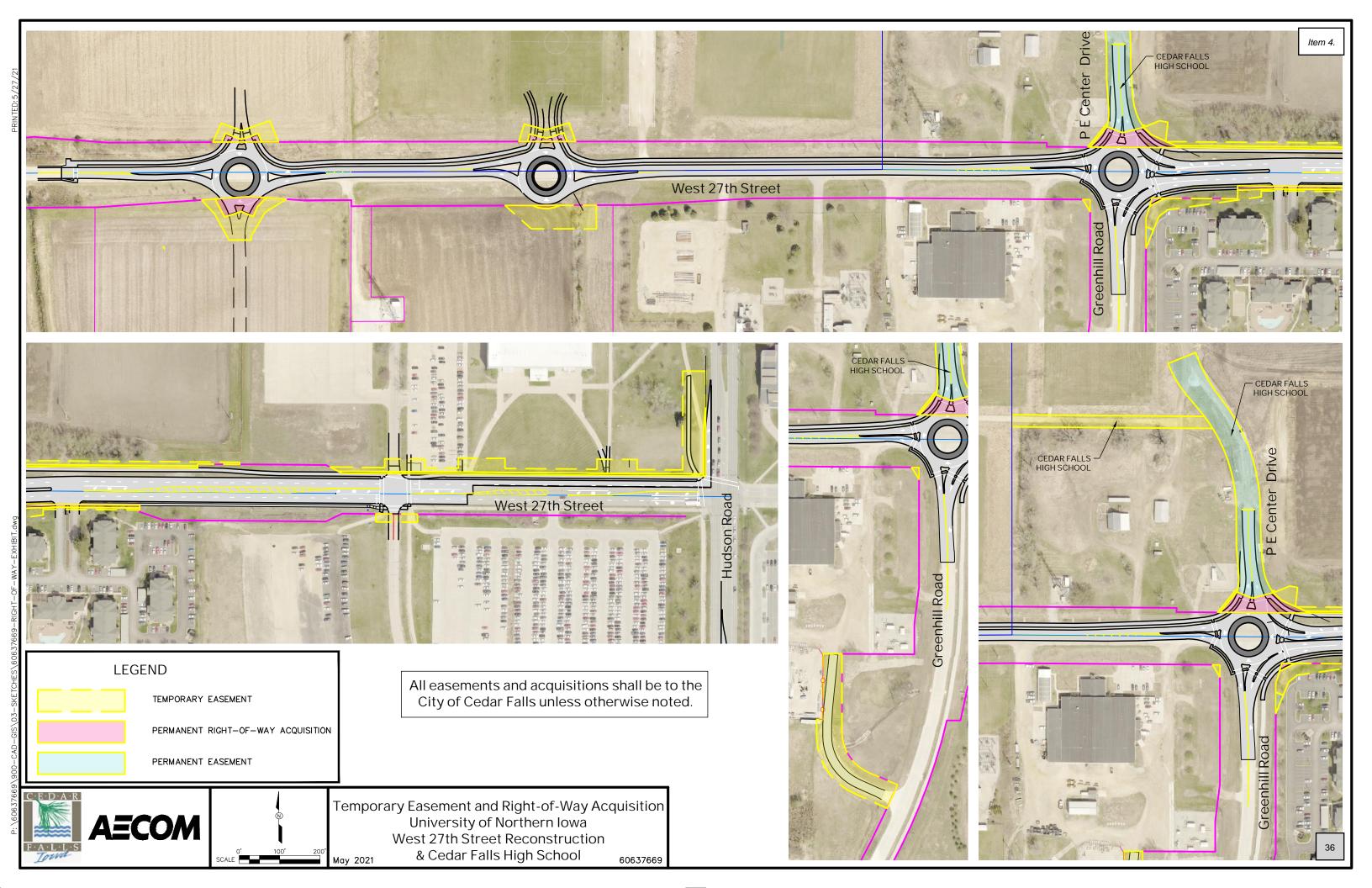
Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to reconstruct W. 27th Street from Hudson Road to the new Cedar Falls High School. The proposed roadway improvements include placement of two roundabouts at the entrance to the new school, a new roundabout at the intersection of W. 27th Street and Greenhill Road, and traffic signal improvements at Hudson Road. Construction is planned to take place in in 2022 through 2023. The project will require the acquisition of temporary and permanent easements from five (5) properties to complete construction.

lowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works

David Wicke, City Engineer





DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM

Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 30, 2021

SUBJECT: Cyber Lane Extension

City Project Number RC-268-3245

Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Cyber Lane Extension Project.

This project consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 square yards of 7" thick PCC pavement, 500 linear feet of storm sewer, and 400 square yards of 4" thick PCC sidewalk.

The total estimated cost for the construction of this project is \$347,866.80. The City will use Tax Increment Financing – South Cedar Falls Funds for this project.

The Engineering Division recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the project.

xc: David Wicke, PE, City Engineer

Chase Schrage, Director of Public Works

OPINION OF PROBABLE PROJECT COSTS

SNYDER & ASSOCIATES

FINAL PLANS - 06/02/2021 CYBER LANE EXTENSION

FROM EXISTING DEAD END TO TECHNOLOGY PARKWAY

CEDAR FALLS, IOWA 120.1151.08

NO.	ITEM CODE	ITEM	ESTIMATED QUANTITY	UNIT	U	NIT PRICE	E	EXTENDED PRICE
1	2010-D-1	Topsoil, On-site	150	CY	\$	25.00	\$	3,750.00
2	2010-D-3	Topsoil, Off-site	450	CY	\$	25.00	\$	11,250.00
3	2010-E	Excavation, Class 10	362	CY	\$	12.00	\$	4,344.00
4	2010-E	Excavation, Class 10, Unsuitable Materials	68	CY	\$	15.00	\$	1,020.00
5	2010-E	Excavation, Class 10, Waste	4630	CY	\$	10.00	\$	46,300.00
6	2010-G	Subgrade Preparation	2024	SY	\$	1.50	\$	3,036.00
7	2010-H	Subgrade Treatment, Geogrid, Type 3	202	SY	\$	6.00	\$	1,212.00
8	2010-I	Subbase, Modified, 12"	2226	SY	\$	15.00	\$	33,390.00
9	3010-C	Trench Foundation	17	TON	\$	30.00	\$	510.00
10	3010-D	Replacement of Unsuitable Backfill Material	45	CY	\$	40.00	\$	1,800.00
11	4020-A-1	Storm Sewer, Trenched, RCP, 15"	105	LF	\$	65.00	\$	6,825.00
12	4020-A-1	Storm Sewer, Trenched, RCP, 30"	86	LF	\$	90.00	\$	7,740.00
13	4020-A-1	Storm Sewer, Trenched, HDPE, 15"	88	LF	\$	50.00	\$	4,400.00
14	4020-A-1	Storm Sewer, Trenched, HDPE, 30"	210	LF	\$	85.00	\$	17,850.00
15	4020-D	Removal of Storm Sewer, RCP, All Sizes and Materials	35	LF	\$	15.00	\$	525.00
16	4030-B	Pipe Apron, RCP, 30"	1	EA	\$	1,600.00	\$	1,600.00
17	4030-C	Footing for Concrete Pipe Apron, RCP, 30"	1	EA	\$	1,000.00	\$	1,000.00
18	4030-D	Pipe Apron Guard	1	EA	\$	500.00	\$	500.00
19	4040-A	Subdrain, 6", Corrugated PE, Type S	627	LF	\$	14.00	\$	8,778.00
20	4040-C	Subdrain Cleanout, Type A-2, 6"	3	EA	\$	300.00	\$	900.00
21	4040-D	Subdrain Outlets and Connections, CMP, 6"	9	EA	\$	300.00	\$	2,700.00
22	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	29	LF	\$	100.00	\$	2,900.00
23	5010-C-1	Fitting, DI, 12" MJ 45° Bend	3	EA	\$	1,000.00	\$	3,000.00
24	5020-H	Fire Hydrant Adjustment	1	EA	\$	2,000.00	\$	2,000.00
25	6010-B	Intake, SW-507	5	EA	\$	4,000.00	\$	20,000.00
26	6010-B	Intake, SW-508	3	EA	\$	4,750.00	\$	14,250.00
27	7010-A	Pavement, PCC, 7"	1698	SY	\$	45.00	\$	76,410.00
28	7030-E	Sidewalk, PCC, 4"	376	SY	\$	55.00	\$	20,680.00
29	7040-H	Pavement Removal	183.4	SY	\$	15.00	\$	2,751.00
30	8030-A	Temporary Traffic Control	1.00	LS	\$	4,000.00	\$	4,000.00
31	8940-A	Sign Panels	41.36	SF	\$	30.00	\$	1,240.80
32	8940-B	Sign Posts	64	LF	\$	30.00	\$	1,920.00
33	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	0.8	AC	\$	3,750.00	\$	3,000.00
34	9040-A-2	SWPPP Management	1.00	LS	\$	2,000.00	\$	2,000.00
35	9040-D-1	Filter Sock, 12"	1650	LF	\$	3.50	\$	5,775.00
36	9040-D-2	Filter Socks, Removal	1650	LF	\$	1.00	\$	1,650.00
37	9040-J	Rip Rap, Class E Revetment	25	TON	\$	54.00	\$	1,350.00
38	9040-O-2	Stabilized Construction Entrance	50	TON	\$	25.00	\$	1,250.00
39	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	1.3	AC	\$	3,000.00	\$	3,900.00
40	9040-T-1	Inlet Protection Device, Surface-Applied	8	EA	\$	250.00	\$	2,000.00
41	9040-T-2	Inlet Protection Device, Maintenance	8	EA	\$	45.00	\$	360.00
42	11,020-A	Mobilization	1.00	LS	\$	16,000.00	\$	16,000.00
43	11,050-A	Concrete Washout	1.00	LS	\$	2,000.00	\$	2,000.00
						Subtotal:	\$	347,866.80
						ROUNDED):		348,000.00



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green Zondow

DATE: June 30, 2021

SUBJECT: Mayor's Monthly Report for June 2021

REF: (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties

(b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council's expressed desire in references (a) and (b) for oral or written reports at least monthly, I am reporting on my past and planned activities.

2. Past Activities in June.

- a. **Ribbon Cuttings.** I attended ribbon cuttings at the Diamond Event Center, Ashley HomeStore, Salon Iris, and RC Dermatology. In our (hopefully) post-COVID Summer and Fall, I'm looking forward to more events like these & will ensure Council receives these invitations from Grow Cedar Valley as well.
- b. **Business & Industry Awards Luncheon.** The City and CFU hosted these annual awards at the Diamond Event Center, and it was great to have several members of Council in attendance. Congratulations again to Frank Darrah for receiving the Cedar Falls Representative Citizen Award. Channel 15 also created an excellent video on the life of the late Sid Morris, in recognition of his Lifetime Achievement Award. It was very touching and a wonderful tribute to a life well-lived.
- c. Resolving Behavior Concerns at The Falls Aquatic Center. After several complaints about the tone of The Falls during its opening days, I directed staff to come up with measures to ensure enforcement of proper patron conduct. Staff placed signs throughout the facility noting The Falls' zero-tolerance policy against profanity, fighting, and disrespect toward staff (especially lifeguards). Early on, the Cedar Falls Police assigned officers to the evening hours prior to close, and later stepped down to random foot patrols during the regular police shift. From staff and patron observations, the conduct has improved dramatically. I expect next year, this same approach will be used to ensure a positive family-friendly environment right from the start.
- d. **City Emergency Operations Plan Draft.** I continue to work with staff on the new version of the City Multi-Hazard Emergency Response Plan, including coordinating with external partners such as the Red Cross, Salvation Army, and Volunteer Center for the

Cedar Valley. After adding a new section to the plan on Cyber Attacks, I've provided the 100 page document to Black Hawk County Emergency Management for feedback by mid-July. With their input, I'm confident we'll have a completed plan ready for Council review at the first meeting in September.

e. **Sturgis Falls Celebration Weekend.** The weekend was a great success from my perspective, with well-attended events, warm (though overcast) weather, and terrific bands of all genres. With SFC under a one-year contract, we will need to discuss contract terms for next year, to determine if any changes are desired on the city's end.

3. Planned Activities for July:

- a. **Mayor / Council NIMS/ICS Presentation.** On July 6th, as part of the Emergency Operations Plan approval process, Black Hawk County Emergency Management Agency will explain the very basics of the National Incident Management System, which the City of Cedar Falls has adopted for managing all emergency incidents. Hopefully this will pique your interest to pursue additional free online training, such as IS-100 and IS-700 (FEMA's introductory certified courses).
- b. **City Council / Human Rights Commission Joint Meeting.** This is scheduled for 7/19 and will give the HRC the opportunity to update the Council on the activities and direction of the HRC, as well as to discuss several topics of mutual interest. I will be working with both groups to develop an agenda for this 50 minute meeting.
- c. **PSS Departmental Training Overview.** I will be meeting with the Administrator, Public Safety Director, and Departmental Training Officer in late July to review the credentials and certifications of the Public Safety Department, for a better understanding of the training cycle & pipeline for the various public safety job classes. If I believe any changes or additions are needed, I will work with staff in the coming months to provide recommendations to the city council at Goal Setting.
- **d. Boards & Commissions Appointment Process Update.** In July, I expect to release a new update to my written policy for appointing boards and commissions. Also, the past year and a half has shown the heavy lift for the mayor pro-tem to serve on every search panel. I will be proposing having the standing committee chairs serve on search panels instead. This will be a discussion point for our Committee Structures work session, now scheduled for August 2nd.
- 4. As always, please don't hesitate to call, visit or e-mail if you have questions about these or other items I'm working on in the Mayor's Office.

Xc: City Clerk
City Administrator

###

Sent: Monday, June 21, 2021 8:37 AM

To: Jennifer Rodenbeck **Subject:** CFHTF Board

Dear Jennifer,

After serving on the Cedar Falls Health Trust Fund Board for what seems like decades I am sending you my resignation notice, effective immediately.

It has been both gratifying and rewarding to be part of this endeavor in carrying out our mission to benefit community health initiatives during this time.

Thanks to you and the City of Cedar Falls for your constant oversight and keeping the Board informed of the amount of funds available for grant awards available to the applicants.

The amount of money available from the sale of Sartori to what was then Covenant has been monumental and the community is much better as the awardees carried out their plans for the use of funds.

Please share this with Mayor Rob Green and fellow CFHTF Board members and also send them my thanks for their service.

Sincerely,

Floyd Winter

06/09/21

To: Mayor Rob Green,

From: Chris Corkery

Re: Cedar Falls Arts and Culture Board

Dear Mr. Mayor,

Due to increasing personal and professional commitments I feel I can no longer be an effective board member for the City of Cedar Falls at this time. Therefore I am submitting my resignation from the Arts and Culture Board effective immediately and I thank you for the opportunity to serve our community.

Sincerely, Chris Corkery

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers June 21, 2021

The City Council held a special work session at City Hall at 5:15 p.m. on June 21, 2021, with the following persons in attendance: Frank Darrah, Kelly Dunn, Mayor Pro Tem Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Susan deBuhr. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in. Absent: Mayor Rob Green.

Mayor Pro Tem Harding introduced the only item on the agenda, Downtown Zoning Ordinance.

Mayor Pro Tem Harding introduced Planning and Community Services Manager Karen Howard. Ms. Howard introduced Ms. Mary Madden and Mr. Geoff Ferrell from Ferrell Madden to present by teleconference. Ms. Madden provided an overview, including supporting slides, of the intent of the proposed parking requirements; the current parking requirements for the CBD overlay and City-wide residential areas; the proposed parking requirements for commercial/civic and residential zones; and discussed the concept of reserved versus shared parking for both commercial/civic and residential zones.

Mayor Pro Tem Harding opened Council discussion.

Councilmember deBuhr requested the definition of shared parking. Ms. Madden responded it is an acceptable pool of parking within a large walkable district so lots aren't sitting empty. Ms. deBuhr questioned use by the public of privately owned parking. Ms. Madden responded it would not apply to any existing use. Ms. Madden referenced the slide for proposed minimum shared parking and stated that as the size of a building increased so would the shared parking requirements. She stated the recommendation is for half of the time [to be shared] to increase the availability of parking in the Downtown core at different hours of the day. Ms. Howard gave an example and stated signage would be posted. Ms. deBuhr questioned who pays the property tax and liability insurance when private parking is shared for public use? Ms. Howard stated the property owner is responsible.

Councilmember Kruse expressed concerns regarding existing lots the public utilize and questioned who finances maintenance. Ms. Madden responded that the proposed guidelines for shared public parking are only for new development moving forward. Mr. Kruse questioned to clarify that a new development would have to allow ¼ of their parking to be used by the public even when fully rented/purchased. Ms. Madden responded that the shared time is only ½ the day, 12 hours. She stated it might mean residential parking is publicly available during the day and vice versa. Mr. Kruse requested examples of cities the size of Cedar Falls implementing this strategy. He questioned resident attitude towards buying/renting and not having adequate parking. Ms. Madden responded by noting ways other developments have differentiated resident

parking from shared public parking. Mr. Kruse questioned only requiring ¾ parking spot per bedroom and lack of guest parking requirement that is in current code. Ms. Madden responded that the proposal does not prohibit developers from building more parking; it gives them a baseline and lets the developer determine the parking needs of the project. Mr. Kruse questioned the need for additional parking with regard to out-of-town customers and requested more thought, involvement and feedback by downtown merchants before moving forward.

Mayor Pro Tem Harding requested clarification on how the number of stalls was determined and if there is a map that shows where new developments can be constructed. Ms. Madden responded historical data of downtown was incorporated into the Downtown Vision Plan and used to determine recommendations. She stated that there are opportunities to develop and redevelop around the core east and west of Main Street. Ms. Howard noted examples of private downtown lots the City has negotiated use of during off hours; she stated shared use parking will be built into the development's model from the beginning and will be easily accessible, marked, and factored into the cost structure.

Councilmember Sires requested more input from downtown business owners. Councilmember Dunn questioned how many sessions or work sessions were held where public input was allowed. Ms. Howard responded Planning &Zoning Commission (P&Z) held 3 public hearings and 4 work sessions; additional work sessions were held with developers and Community Main Street. Ms. Dunn requested a project timeline. Ms. Howard responded the Vision Plan was adopted in November of 2019 and the proposed zoning was made available to the public in February of 2021.

Councilmember deBuhr requested examples of shared parking [in other communities]. Councilmember Kruse requested more input from the public and business owners. Ms. Howard stated for clarification that the code was drafted and made available to the public in February of 2021 and has been open to public review during P&Z public hearings. She stated if specific suggestions are made, Planning will bring information to the Council to consider.

Mayor Pro Tem Harding requested a consensus to either move forward with the current proposed zoning ordinance or hold another Work Session. Councilmember deBuhr asked if there could be a Committee meeting with public input. Mr. Harding asked Ms. Howard for a timeline moving forward. Ms. Howard responded if there's a consensus to move forward, the next step is to set a public hearing; if there's more to discuss or more information is needed, the next step is to set a Work Session or Committee of the Whole meeting. Mayor Pro Tem Harding requested a consensus to schedule a Committee of the Whole meeting. Mayor Pro Tem sees a consensus.

There being no further discussion, Mayor Pro Tem Harding adjourned the meeting at 6:11 p.m.

Minutes by Katie Terhune, Administrative Assistant

COMMITTEE OF THE WHOLE

City Hall – Council Chambers June 21, 2021

The Committee of the Whole met at City Hall at 6:18 p.m. on June 21, 2021, with the following Committee persons in attendance: Frank Darrah, Sudan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Absent: Mayor Robert M. Green. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Pro Tem Simon Harding called the meeting to order and introduced the first item on the agenda, Grow Cedar Valley Update and introduced Cary Darrah, President/CEO of Grow Cedar Valley.

Ms. Darrah gave some opening remarks and introduced Lisa Skubal, Vice President/Economic Development of Grow Cedar Valley.

Ms. Skubal reviewed external marketing and business growth and stated they have 7 new project leads since December. Ms. Skubal explained the QR Code that is available to scan and see the 2020 exiting Business Survey Report, cost of living calculator, and other options. They have executed the first 6 counties' regional wage and benefits survey. Ms. Skubal explained their collaboration with Techworks and extended an invitation to UNI's Advanced Manufacturing at Techworks on Wednesdays from 10:30-2:30 to see the latest in 3-D printing and robotics.

Ms. Darrah explained the diversity, equity, and inclusion projects, talent initiative, IGNITE, ONE Cedar Valley programs and the upcoming Economic Inclusion Conference. Ms. Darrah explained the outreach regional magazine and website called Live the Valley. Ms. Darrah introduced Aaron Jarnagin, Director of Marketing with Grown Cedar Valley.

Mr. Jarnagin explained the digital marketing project, Project Engage, and Live the Valley, a digital marketing initiative to promote the Cedar Valley.

Ms. Darrah gave closing remarks and stated they are still working on airport advocacy and strengthening the current flights.

Mayor Pro Tem Simon Harding introduced the second item on the agenda, Cash Management Report, Lisa Roeding, City Treasurer.

Ms. Roeding gave the cash management report for FY2022. Ms. Roeding gave an overview of investments and rates of return, operating cash reserves, and providing a snapshot of financial position and capital expenditures. Three priorities in managing public funds are safety, liquidity, and yield. Ms. Roeding stated the City will continue to keep an eye on the rollback and state backfill, since the State will be phasing out the backfill funds. She explained these funds are used for one-time capital projects. Councilmember Kruse asked about the significant amount of reserve in the sewer fund. City Administrator Gaines stated this is set aside for the Treatment Plant projects.

Councilmember Kruse motioned to approve the Cash Management Report for FY2022. Councilmember Miller seconded.

Mayor Pro Tem asked for a roll call from Councilmembers voting on the Cash Management Report: Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn and Harding. Nay: None. Motion carried.

There being no further business, Mayor Pro Tem adjourned the meeting at 6:52 p.m.

Minutes by Kim Kerr, Administrative Supervisor

OFFICE OF CITY ADMINISTRATOR



CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
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FAX 319-268-5126
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FROM: Ron Gaines, City Administrator

TO: Mayor Robert M. Green and City Council Members

DATE: July 1, 2021

SUBJECT: Departmental Monthly Reports Submission – May 2021

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.

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CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



May 2021

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FINANCIAL SERVICES May 2021

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 \$43,500,000 invested in CD's and \$31,300,000 in a liquid money market.

Investments	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	0	0.00
PFMM Deposit	1	8,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$54,250.55

FY21 Budget

It was determined that an amendment was necessary to the FY21 budget. The public hearing was held on May 3rd. The FY2021 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

FY22 Financial Reports

Work began on the FY22 Cash Management Report. It will be presented to Council in June.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY23. The Board will meet again in July to finalize the amount of FY23 funding available.

Miscellaneous Financial Activities

For May, 40 payroll checks and 686 direct deposits were processed. Accounts receivable were processed and 157 invoices were mailed out to customers. 1,362 transactions for accounts payable were processed and approved by the City Council for payment and 436 checks were mailed out to vendors.

The inventory is being submitted by each of the departments this year. On-site inventory checks were performed in May and will continue in June.

Benefits & Compensation Activities

- 1. Final FY21 health renewal information and related documents were received, signed and returned. Health and Dental open enrollment materials were distributed to all full-time employees, retirees, and COBRA participants. Employee requested changes to their health and/or dental plans are due back to HR by June 12, 2021.
- 2. HRA COBRA rates were researched and updated for fiscal year 2022.
- 3. HR Staff met with Recreation Staff to bring back the Wellness Committee under the lead of the Recreation Staff. Current Wellness Committee members were contacted for their first meeting in June.
- 4. The City negotiated a contract with WEX Health, Inc. for COBRA Administration Services that will go to council in June for approval.
- 5. HR Staff distributed memo communicating Wellness Program rates for employees, retirees, eligible police reserves, and elected officials.
- 6. ARPA required COBRA notices were mailed by the required deadline of 5/31/21.

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FINANCE & BUSINESS OPERATIONS HUMAN RESOURCES MAY 2021

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meetings (May 5 and 19)
- Coordinated with Communications Specialist for Public Service Recognition Week
- Regular review of COVID guidelines
- Reviewed six contracts / agreements for required insurance
- Review and follow-up of six public events permits
- Job classification review & updates
- Review of personnel policies
- Assisted with benefits administration
- Benefits renewal process and review of COBRA admin contract
- Preparations continued related to the filing of an H-1B visa petition with the USCIS
- Employment Application revisions continued
- Drug Screen Authorization Form revisions began
- Recruitment/Employment tasks related to:
 - FT positions: Community Services Coordinator, Equipment Operator, Land Surveyor, Maintenance Worker (Refuse), Principal Engineer, Public Safety Officer, Public Safety Supervisors Captain & Lieutenant and Tourism & Cultural Programs Manager
 - o PT positions: Administrative Assistant, Community Service Officer, contracted Custodians, Library Assistant and Parking Attendant
 - Seasonal/Special Purpose positions for the Community Development and Public Works departments (summer Aquatics, Camp Staff, Rec. Front Desk Receptionist, Engineering Interns and Laborers)
 - o Iowa Workforce Development Career Fair registration and flier for June 9

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the May 5th meeting
 - o Candidates were approved to test for Public Safety Officer
 - Testing, interviewing and rating instrument documents for Equipment Operator, Land Surveyor, Public Safety Supervisor Captain and Lieutenant were approved
- Preparations for the June 2nd meeting
- Conducted Commissioner interviews
- Review of Local Rules & Regulations continued

HUMAN RIGHTS COMMISSION

Meeting held on May 10, 2021

RACIAL EQUITY TASK FORCE

- Meetings held on May 12 and 26
- Engaged in conversations on purpose, vision and key focus areas
- Consultation with potential facilitator

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Finance and Business Operations Information Systems Division Monthly Report May 2021

Summary of projects, training and staff activities

- Work on the new dispatch software continues
 - o 2 Benchmark FTO software meetings were attended at the Public Safety Building.
 - Public Safety personnel information was exported from Shieldware and sent off to Benchmark, in order to be imported into their new system.
 - o 2 BHC system admin meetings were attended to discuss server maintenance pertaining to the new Public Safety county wide system.
- Staff is busy working on refreshing technology for about 20 25 users. Our current refresh plan is to maintain the following: desktops (5 yr cycle), laptops (4 yr cycle), tablets (2 yr cycle).
- We continue work on the new document management software, we are currently migrating documents into Laserfiche.
- The Falls Aquatic Center had the technology set up and ready for use. Workstations for Falls were set up and all Windows updates were applied, credit card machines and webcams were set up and we ran cable for new controllers in the chemical building.
- We upgraded our SQL Server to the most recent release and worked with multiple vendors for LAMA, Laserfiche, Watchguard, Firehouse and Optiview to make sure their software were compatible with the new release.
- Fiber and electricity were restored to most of the cameras in the Phase 1 area of main street.
- A new TORO irrigation machine was shipped to Pheasant Ridge Golf Course. The license was activated and the database from the old PC was migrated to the new one.

Software Purchase/Installation/Upgrade Activities

- 58 software installations for 7 different departments
- Installed 2 new software for 1 department

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 9 new pieces of equipment purchased for 4 different departments and inventory.
- 11 new equipment installations for 5 different departments.
- 3 equipment repair for 2 different departments

Problem Resolution Activities & Assistance Activities

62 problem resolution or assistant activities took place for 11 different departments.

Grapic Design Activities

Hearst Center: Artist guide, vinyl layouts, event and exhibit postcards, passport to the arts, first fifty event materials

Tourism: Beer trails event materials, barn quilt edits, Sturgis Fall ribbon file, newsletter graphic assistance, passport for summer, misc. meeting guide promo graphics

Other: website and social media maintenance/graphics, business cards,

promotional/communications graphics, Currents preparations, PS awards program, PS material printing/padding, PS name stickers, job fair brochure, Dry Run Creek handout, You Matter

assistance/materials, Our Cedar Falls website transition assistance, Business and Industry materials, Rec Center fliers

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Produced two Serving the Valley shows
 - Produced Cedar Falls High School convocation, East and West Waterloo High School graduation ceremonies.
 - Recorded and aired live Cedar Falls High School Graduation 2021
 - Recorded annual Public Safety Awards ceremony and produced program for Channel 15
 - Recorded annual Peace Officer Memorial Service and produced program for Channel 15. Shared program with Waterloo Government TV.
 - Edited video of Jim Kenyon Book Reading for the Hearst Center.
 - Finalized the seven videos for annual Business & Industry Awards.
- Upgraded the following facilities and equipment
 - Met with city staff and IT about improvements to the audio and video at the Cedar Falls Community Center after we didn't receive any proposals from the RFP, decided we will update it with City Staff and purchased equipment.
- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - One Committee of the Whole meeting using Zoom
 - Two Planning & Zoning meeting
 - Two Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Produced/aired 7 public meetings, and 2 CFHS events.
- Aired 4 new Panther Sports Talk shows.
- Produced and aired 2 new City News Stories.
- Continued weekly encoding and programming of the following church services for Public Access.
 This has been especially important during the COVID19 Pandemic.
 - First United Methodist Church
 - Orchard Hill Church
 - Nazareth Lutheran Church
 - Fresh Wind Ministries
 - St. John Lutheran Church
 - First Presbyterian Church
 - Kimball Avenue Methodist Church Waterloo
 - First United Methodist Waterloo
 - First Baptist Waterloo
- Drone flights included:
 - 1st Street Road Construction
 - Downtown Streetscape
 - K. Cunningham Construction for Business & Industry Awards
 - Kryton for Business and Industry award videos

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with EMA, county and vendor staff to discuss project for dispatch system upgrade specifications and review first draft of mapping data
 - Met with Engineering staff to discuss project plans for outlet monitoring
 - Met with Engineering staff to discuss summer projects for interns
 - Met with LAMA staff to review second import of rentals from Firehouse
 - Attended 2-day training seminar on coordinate system updates
 - Met with Building staff to discuss data capture app for disaster recovery
- 5 web and database projects were completed for 3 different departments
- Completed 11 different data requests for 10 different entities.
- Created 5 new maps for 5 different departments.
- Created 34 new addresses.

FINANCE & BUSINESS OPERATIONS LEGAL SERVICES May 2021

REPORT FROM SWISHER & COHRT - SAM ANDERSON, LUKE JENSON:

Traffic Court:

City Cases Filed:

141

(this number includes both City and State tickets)

Cases Set:

7 (Traffic)

0 (Code Enforcement)

Trials Held:

3 (Traffic)

0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 6 agreements
- Outside Code revisions
- Civil Service Local Rules revisions
- Minor Plat review and advice

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FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS MAY 2021

Public Records Activity

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

Licenses and Permits Issued

- 1 Mobile Merchant license
- 2 Tree Trimmer licenses
- 2 Sidewalk Café permits
- 0 Poultry licenses
- 30 Pet licenses
- 12 Annual "Paw Park" permits
- 6 Public Event permits
- 5 Construction parking permit
- 4 Cemetery Interment Rights Certificates
- 15 Liquor licenses and beer/wine permits.
- 16 Tobacco permits

Staff attended and participated in the first in-person departmental staff meeting since the pandemic.

The unemployment rates for the month of April 2021 were 4.0% for the Waterloo-Cedar Falls Metropolitan Area, 3.8% in Iowa, and 5.7% in the U.S.

Parking Activity

Enforcement

553 – Parking citations issued.

\$ 6,396.00 - Citations paid.

Paid parking continues to be suspended in the municipal lots in both Downtown and College Hill areas per City Council action to extend the suspension of paid parking until August 1, 2021.

FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER MAY 2021

Library Activity

Usage Statistics	March 2021	April 2021	April 2020
Customer Count	7,198*	6,633*	0
Circulation	31,911	28,047	31,911
Event Attendance	2,143**	2,363**	6,454**

^{*}Curbside customers plus browsing hours in the building

Special events in May included the following:

- Pint Size Science: Composting. Youth staff member Katie Nedwick received a STEM grant for STEM programs for youth, including composting with a worm farm.
- Gardening class: What's New for 2021?
- Virtual book clubs for youth and teens.

Special events were funded by the Friends of the Cedar Falls Public Library.

Community Center Activity

In May, the Community Center continued to offer Grab n' Go Activity kits for seniors, a temporary computer lab was provided by the library during carpet installation, and the Center was open for individuals and small groups (10 or less) for informal pool games, card games, for free Wi-Fi access, or just to visit. Regular hours and most senior programs will resume July 6.

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^{**}Virtual events via Facebook Live and Zoom.

^{***}Curbside only

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

May-21

Total for Month

\$7,958,442.00 \$174,427,457.00 \$8,432,699.00

Total for Fiscal Year - LAST YEAR

\$67,143,856.00

Total for Fiscal Year Total Same Month - LAST YEAR

		Monthly Summary	ummary			Yearly Summary	ımmarv	
Construction Type	Issued	Dwelling Units	Valuations	Fees	lssued	Dwelling Units	Valuations	Fees
Single Family New Construction		0	\$2,052,433.00	\$15,756.25	110	0	\$34,708,242.00	\$244,313.70
Multi-Family New Construction								
Res Additions and Alterations	85	0	\$1,416,417.00	\$19,984.05	840	O	\$11,570,836.00	\$181,324.05
Res Garages	∞	0	\$99,796.00	\$1,666.50	52	0	\$620,054.00	\$10,736.75
Commercial/Industrial New Construction	1	0	\$3,890,000.00	\$18,091.25		0	\$31,498,500.00	\$145,134.30
Commerca/Industrial Additions and Alterations	6	0	\$499,796.00	\$5,349.75	93	0	\$11,170,981.00	\$83,656.60
Commercial/Industrial Sarages								
Churches					m	0	\$2,744,639.00	\$14,803.05
Institutional, Schools, Public, and Utility					m	0	\$82,028,953.00	\$344,984.50
Agricultural/Vacant					1	0	\$85,252.00	\$949.75
olan Review	10	0	\$0.00	\$16,160.00	87	0	\$0.00	\$376,394.00
Total	120	0	\$7,958,442.00	\$77,007.80	1197	0	\$174,427,457.00	\$1,402,296.70

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

May-21

Construction Lynn		Monthly	Monthly Summary			Yearly Summary	ımmary	
ניסוואנותרוסון ואמה	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	99	0	\$0.00	\$6,407.30	629	0	\$0.00	\$70,927.10
Vechanical	79	0	\$0.00	\$6,559.00	868	0	\$0.00	\$85,124.00
Jurnbing	75		00:0\$	\$6,497.00	813	O	\$0.00	\$74,625.50
3efrigeration	-		00.02	\$40.00	9	0	\$0.00	\$616.00
Total	211			\$19,503.30	2396			\$231,292.60
1 100		Monthly	Monthly Summary			Yearly Summary	, and the same	
Registrations	lssued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
:lectrical					4	0	\$0.00	\$450.00
Viechanical			0 \$0.00	\$150.00	.co	0	\$0.00	\$450.00
Num bing	T		\$0.00	\$150.00	6	0	\$0.00	\$1,050.00
?efrigeration								
Total	2	2		\$300.00	18			\$1,950.00
Building Totals	120		\$7,958,442.00	\$77,007.80	1197	0	\$174,427,457.00	\$1,402,296.70
Grand Total	333		0 \$7,958,442.00	\$96,811.10	3611	0	\$174,427,457.00	\$1,635,539 30
59								Item 10.



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

Code Enforcement Quarterly Report
Inspection Services Division

DATE: April 14, 2021

SUBJECT: 3rd Quarter FY2021 Code Enforcement Report

Violations:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	473	209	41	223		534
Grass	77	65	9	3		145
Building Maintenance	76	55	6	15		78
Snow	163	0	1	162		45
Exterior Storage	75	42	15	18		75
Inoperable Vehicles	0	0	0	0		13

Abatements completed by a City Contractor:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	43	10	6	27		54
Cost	\$14.885.85	\$8,747.50	\$1,760.95	\$4,377.40		\$15,167.95

Citations Issued:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	10	1	7	2		8

Total Number of Landlord Accountability Points Issued:

	Q1	Q2	Q3	Q4	FY20
# of properties with points	20	20	104		61
Properties with 10-15 points	3	16	17		NA
Properties with suspensions	0	0	2		0

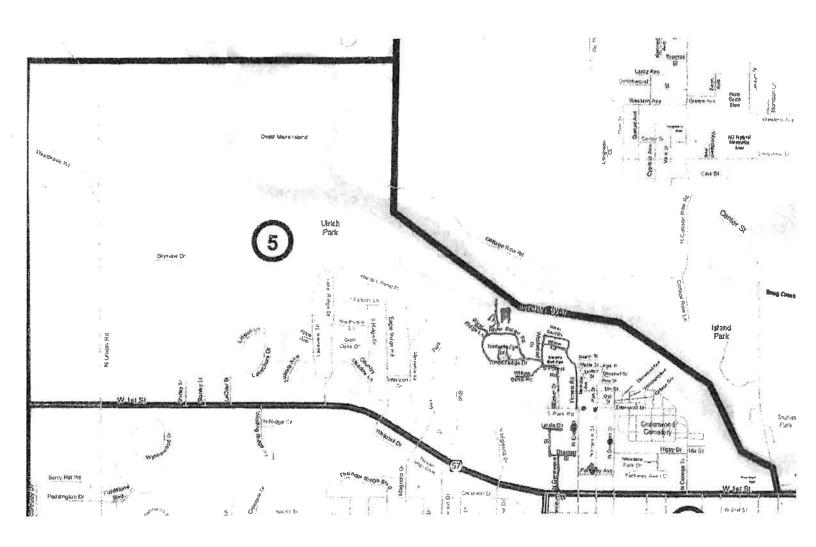
12

Zone Inspections:

Violations found:

	FY21	Q1	Q2	Q3	Q4	FY20
Zone 8	85	73	12			NA
Zone 5	5			5		

Each color on the map represents the areas walked on a single day.



PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT May 2021

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on May 12, 2021 and May 26, 2021,

Applicant	Project	Recommendation	Action Taken
BKND, Inc. / CGA	Amendment of Master Plan	May 12, 2021	Approved
Engineering	for Autumn Ridge	Discussion and	
	development to include 10 th addition	Approve	
BKND, Inc. / CGA	Preliminary and Final Plat	May 12, 2021	Approved
Engineering	for Autumn Ridge 10 th	Discussion and	
	addition (PP20-005) (FP20)	Approve	
City of Cedar Falls	Zoning Code Text	May 12, 2021	Approved
,	Amendments- Downtown	Approve	
	Character District		
	Regulations		
City of Cedar Falls	Rezoning of property in the	May 12, 2021	Approved
,	proposed Downtown	Discussion and	
	Character District (Case	Approve	
	#RZ21-004)		
Dan Fenci	Easement Vacation for 422	May 26, 2021	Approved
	Main Street	Discussion and	
		Approve	
Zheng Development/	CHN Overlay Design	May 26, 2021	Approved
Signs and Design	Review for projecting sign	Approve	
	at 2125 College Street,		
	Suite E		

Group Rental Committee - A meeting was held on May 18, 2021.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1209 Main Street	1	Tigerhawk Rental LLC	4	pending	5/18/2021	
4110 Rownd Street	1	Eric Lins	3	3	5/18/2021	
2723 Viking Pl	1	Sent Church	5	pending	5/18/2021	

Board of Rental Housing Appeals - A meeting was held on May 3, 2021.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
812 Melrose Drive	1	ARJ Properties, LLC	4	4	4/20/2021	5/03/2021

Board of Adjustment - No regular meeting held

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	05/04/2021 Via Videoconference	The Chair presented some improvements made to the bike plan map since February and discussed the importance of family friendly routes and safe routes to school. Discussed a formal request to Council to become an official board or commission which was motioned and approved unanimously. Also discussed May Bike Month and the ride of silence that would take place on May 19 th .
College Hill Partnership	5/10/2021	Elected new officers. Ryan Kriener is President for the next year. Becky Hawbacker will continue as secretary. Provided update on next steps with College Hill Vision Plan adopted by Council on May 3. Discussed paid parking implementation and what CHP board would recommend for College Hill versus Downtown.
Historic Preservation Commission	05/11/2021	At Historic Preservation Commission meeting, commission discussed possible event for Cedar Heights Neighborhood walking/biking tour educational event. Commission and attendees were briefed by Fortepan Iowa and how the commission can contribute to historical components of the project. Commission also discussed possible findings for grant to restore Sessions gravestone in Fairview cemetery.
Housing Commission	5/11/21	Attendance did not reach a quorum to hold meeting.
Community Main Street Design Committee	05/21/21	Meeting was cancelled because of bad weather.
Parking Committee – Downtown and College Hill	05/18/21	Planning staff did not attend the meeting.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR MAY INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.

- College Hill Vision Plan discussed and adopted by City Council on May 3.
- Downtown zoning code update under formal public hearings at P&Z. Recommended draft forwarded to City Council on May 12th. Draft presented to City Council at COW on May 17th.
- Wayfinding signage contract with Nagle Signs amended due to increased size of signs in State Hwy right-of-way. Fabrication and installation of signage anticipated by the end of June.
- Resilience Plan draft being prepared based on community input.
- Gaming Commission award \$1.5 million grant request for the Cedar River Recreation Project on May 20,2021
- Reviewed draft of the Eastern Iowa Electric Vehicle Readiness Plan
- City Council approved the P&Z recommended draft of *Imagine College Hill! Vision Plan* at their May 3, 2021 meeting.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to development activity in the floodplain.
- Advising on inquiries related to the rental to owner conversion program.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Held conversations with a developer regarding a potential project in the downtown area.
- Met with an out of state developer regarding a project in the Cedar Falls Industrial Park.
- Submitted FY22 Economic Development Grant Fund contract with Grow Cedar Valley to City Council for approval.
- Submitted FY22 Economic Development Grant Fund contract with Community Main Street to City Council for approval.
- Submitted FY22 Economic Development Grant Fund contract with College Hill Partnership to City Council for approval.
- Prepared materials and participated in a site visit with officials from the Iowa Economic Development Authority as it relates to Cedar Falls' participation in the Iowa Certified Site Program.
- Obtained quotes for archeological services in relation to the Certified Site Program for the industrial park expansion area.

CDBG

- Working on approval of the FFY21 Annual Action Plan for CDBG program; exploring options for developing a program for improvement to rental properties serving low/moderate income persons.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Planning worked with the Service Agencies and schools to provide signed contracts regarding CARES ACT funding and regular CDBG funding to City Council for approval. All 8 contracts have been approved.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	306	Rent Subsidies (HAP payments) \$10		
New Applications Taken	17	Utility Payments	\$ 1,556	

Item 10.

Units under Contract	210	Admin Fees	\$ 13,945
Initial Vouchers Issued	4		
Mover Vouchers Issued	0	Lease Up Goal	235
New Admissions	2		G4

Ongoing

- Completed update to the Administrative Plan, preparing to go to Commission.
- Scanning all files into system
- Added new landlords

ADD A DOLLAR REPORT

There were 4 applications received for utility assistance in May. We paid out \$882.56 in utilities payments. There was a balance of \$30,020.98 as of May 31, 2021.

Recreation & Community Programs May Report 2021



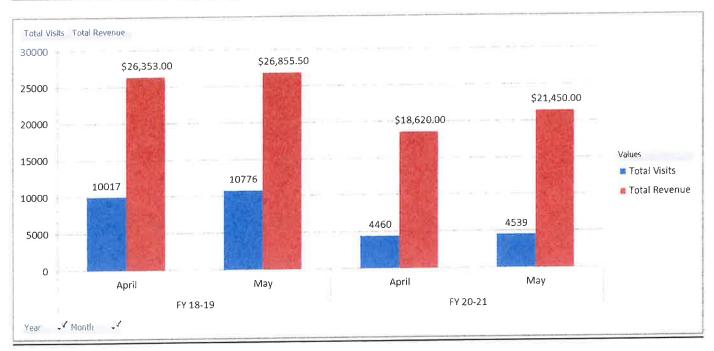
It's summertime with Cedar Falls Recreation Division! During May, the Recreation Team prepared for summer programming and the reopening of The Falls Aquatic Center. The Falls opened on Monday (Memorial Day) following a cold front that canceled the initial opening of the facility that was intended for Saturday. Youth baseball and softball programs ran during May and will finish in the summer. New Fitness programs have been added to the calendar, and a good portion of them will be taking place outside. Where, you ask? Cedar Falls Recreation will be partnering with the great people at River Place Reality and the River Place Plaza in downtown Cedar Falls for this summer's fitness schedule! If you're looking for a great summer workout outside, come and check it out! Cedar Falls Recreation is continuing to work toward returning to normal for programs and facilities. The community's expiration of the mask mandate has returned the facility to almost normal operations. Some of the services are still being evaluated and could potentially return in the Fall.

Sincerely,

J.J. Lillibridge Recreation and Community Programs Manager

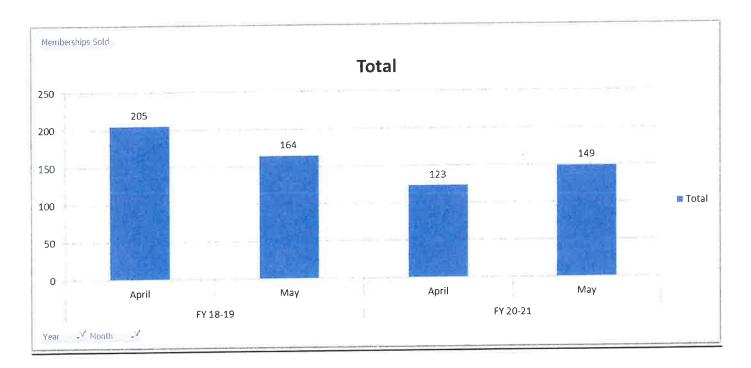
Recreation Center Usage & Revenue

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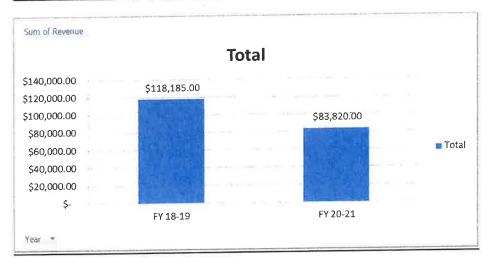
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Recreation Membership Packages Sold



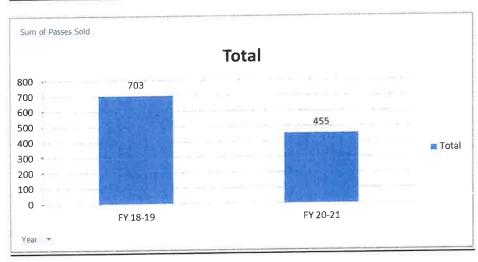
The Falls Aquatic Center Revenue

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The Falls Aquatic Center Passes Sold



	April (2021)	May (2021)	May (2020)
Recreation Programs			
Fitness Classes Offered	130	121	15
Fitness Class Attendance	1062	1149	57
Personal Training Sessions	89	115	22
Massages	51.5	53.5	30
Indoor Park	45	49	29
Coach Pitch		93	0
Wrecking Crew Softball		11	0
Wrecking Crew Baseball		46	0
	April	May	April
Sales	(2021)	(2021)	(2020)
Swim Pass Sold Summer	23	453	1
Swimming	April (2021)	May (2021)	April (2020)
Open Rec Swim/Lap Swim Numbers	630	1086	0
Aquatic Program Usage	2076	1813	0
Rentals	April (2021)	May (2021)	March (2020)

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CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report May 2021







Meetings, Conferences and Business Travel Marketing and Services

- Worked with VGM to plan for educational sessions during the Heartland Conference at the Hilton Garden Inn.
- Submitted 3 new proposals.



Sports Related Marketing and Services

Attended Cedar Valley Sports Commission executive committee and board meetings.



Leisure Travel Marketing and Services

- Served on Cedar Basin Music Festival Volunteer Recruitment Committee and hosted a Currents Up Close program to promote.
- Met with Sturgis Falls Celebration board, provided marketing assistance, managed Children's Parade planning, and hosted a Currents Up Close program to promote.
- Engaged in numerous discussions about insurance requirements for digital advertising consultant and ultimately moved on to another provider.
- Organized 2022 Visitor Guide content and ad sales.
- Provided an interview for WHO-13 about summertime events.
- Produced and published articles about Wheat Paste Murals, Live Music and Cedar Falls Beer Trail
- Monitored, shared and created posts on Facebook and Instagram. Social media sessions were up 173% due to the Cedar Falls Beer Trail project.
- Received 934 leads from Travel Iowa.



Tourism Related Business and Organization Coordination and Collaboration

- Met with Ames Convention and Visitors Bureau Director to show our visitor center.
- Published Hospitality Highlights newsletter and Notify Me posts x4
- Met with LimeLight.
- Managed Cedar Valley Hospitality Partners meeting.



Asset Development

- Kicked off the new Cedar Falls Beer Trail with 200 in attendance, including groups from Cedar Rapids, Iowa City, Ames and the Quad Cities.
- Working on Main Street Refreshment Zone.



Group Tour Marketing and Services

- Sent e-newsletter to 646 planners with a 21% open rate.
- Developed Wheat Paste itinerary for groups.

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Increase Community Support

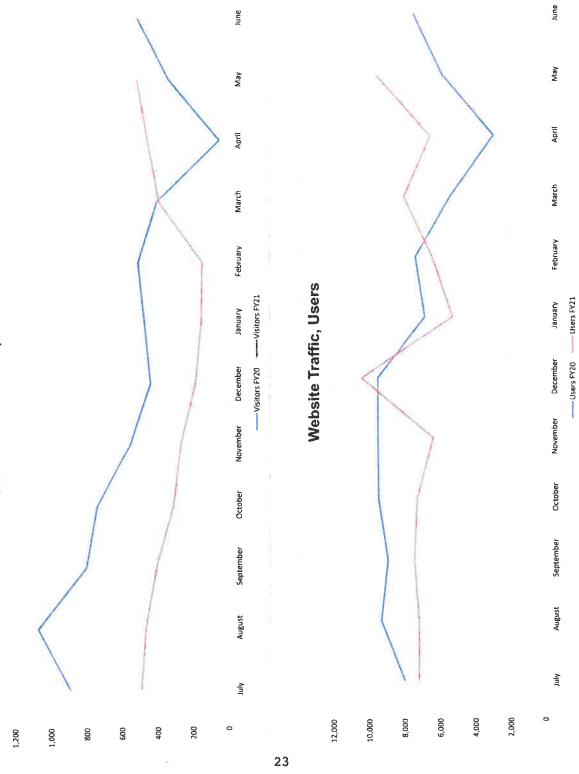
- Received eight proposals for research and data which we ultimately rejected due to lack of support from administration.
- Explored hotel booking applications to secure more accurate data from events and to generate funding.

Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

Visitor Center Traffic, Door Counter



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CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | May 2021

- Emily served on the committee to select the next Hartman Visiting Artist. This is a program that is co-sponsored by the Hearst Center. The selected artist is a baker and educator who creates educational YouTube videos.
- We hosted our bi-annual First Fifty artwork drop-off. It was well covered by KWWL and the Courier.
- Dick and Mary Brammer have spent many volunteer hours to help spiff up the exterior of the Hearst Center. In addition to helping with the patio re-design, they scraped, primed and re-painted our exterior railings. City staff also hung new lighting on our patio.
- We are working with Dr. Dieser and this Therapeutic Recreation students on a Service Learning Institute project for this fall. One part of the project is a "community read" of Victor Frankl's Man's Search for Meaning. This project will have ties back to the Lived Well Lived program.
- We advertised an opening at the Red House Studios and also accepted applications for the annual UNI Alumni Studio Award.
- We are working with Wendy Miller (Art Ed at UNI) design a program for integrating upper level Art Ed students into our Saturday morning classes as instructors. We are looking at piloting a portion of the program this fall.
- We have a new intern, Laito Zarkpah, from UNI. She'll be primarily working on helping us with organizing/marketing around the capital campaign. Her internship is funded by Friends.

	Last Month	This Month	Last Year
Hearst Center Usage Statistics	April FY21	May FY21	May FY20
In-Person and Virtual Attendance*	1773	1932	419
Off-site Ed/Outreach Encounters	0	0	0
Public Programs Offered**	9	9	2
Exhibition walk-in Viewers	256	327	0
Classes/Workshops Offered***	13	12	2
Rentals/Birthday Parties	4/1	2/0	0
Volunteers/# of Hours	8/13.75	4/28	0/0
Facebook Views	39525	44891	32625
Facebook Followers	2393	2432	2182
Instagram Followers	817	853	n/a
Ads, videos, press releases, articles	5	5	4
Friends Members/new or renewed	286/37	293/13	266/6

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

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor







THE DEATH





ENGINEERING DIVISION PROJECT MONTHLY REPORT - MAY 2021

Item 10.

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Project	Description	otion Status		Contractor/ Developer
2020 Street Construction	Street Repair	Final Out Remains	\$3,385,340.30	Engineering Division PCI
2021 Street Construction	Street Repair	Construction Underway	\$4,030,000.00	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Final Design	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Report Complete	\$2,500,000	IDOT/AECOM Engineering Division

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ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - MAY 2021

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Project Title	Description	Status	Budget	Contractor/ Developer
Autumn Ridge 10th Addition	New Subdivision	Construction Underway	Endaktorie:	CGA
Terraces at West Glen, New Aldea West Campus	New Subdivision	Conștruction Underway	HT- MANAGE	New Aldea/Fehr Graham
Greenhill Village Estates	New Subdivision	Final Out Remains	**************************************	Nelson Construction & Development
River Place Addition	New Subdivision	Final Out Remains	X eensteller ×	Kittrell/AECOM
Arbors Fourth Addition	New Subdivision	Maintenance Bond	Y 	Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	3 2	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Maintenance Bond		Shive Hattery Baker Construction
Park Ridge Estates	New Subdivision	Maintenance Bond		Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond		CGA
Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	PATRICKA (Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Maintenance Bond		Brian Wingert CGA
Sands Addition	New Subdivision	Maintenance Bond	212222	Jim Sands/VJ
Western Homes 9th Addition	New Subdivision	Maintenance Bond	Second Rose	Claassen/Western Homes
Wild Horse 4th Addition	New Subdivision	Maintenance Bond		Skogman/CGA
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	310000000	CGA
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	********	BNKD Inc./CGA

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Item 10.

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ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - MAY 2021

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Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Community Bank and Trust	312 W. 1st Street	Approved	Approved	VJ Engineering	Active
Creekside Condos		Under Review	Under Review	Fehr Graham Engineering	Under Review
Immanuel Lutheran Church	4820 Oster Pkwy	Approved	Approved	ISG	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	********	Under Review	Under Review	City of Cedar Falls	Under Review

DEPARTMENT OF PUBLIC WORKS WATER RECLAMATION DIVISION MONTHLY REPORT - MAY 2021

The Late

PLANT OPERATIONS

Plant performance was good for May, meeting all required operating limits.

PROJECTS

Plant staff has been working on replacing our first stage trickling filter arms. There are two units to complete, one was finished in May, and the next will be done in June.

Staff has been working to upgrade two lift stations. The boathouse has a small lift station that is unreliable and is being rebuilt with new pumps and a control panel. The Cedar Heights lift station has some outdated electronics and electrical equipment that is in need of replacing. This is a large project with a lot of work completed in May and will be continued through June and July.

BIOSOLIDS

We were able to process 129,000 gallons through our belt filter press system for application later. Another 204,000 gallons of liquid biosolids was applied to the City owned farm.

A total of 6.05 tons of gritty, inorganic solids were hauled to the landfill.

SEWER COLLECTION SYSTEM CALLS AND SERVICE

Staff processed 534 requests for utility locates in construction areas for the lowa One Call system. Of that, 108 were pertinent and required a sewer line to be located.

We had one after-hours call for lift station problems.

In May we responded to two calls for sewer problems, with no issues found in the City's main.

We cleaned 8,865 feet (1.6 miles) of sanitary sewer lines in May. Crews also completed television inspections of 3000 feet of sanitary sewer lines looking for potential problems.

Department of Public Works Operations and Maintenance Division Monthly Report for May 2021

Streets Section:

- Began crack sealing operations for the season
- Cleaned medians of leafy vegetation
- Replaced several sanitary manhole box outs throughout the City
- Replaced street panels on Nordic Dr.
- Graded alleys and shoulders as needed
- Storm intake maintenance was performed in compliance with the City's NPDES permit

Traffic Operations:

- 135 traffic control signs were repaired or replaced
- 24 repairs were made to signalized intersections
- Performed 5 One Call locates at signalized intersections
- Installed rapid flashing beacon on the mid-block crosswalk on Viking Rd.
- Installed beacons on the speed limit signs at Cedar Heights Elementary School
- Installed detection camera systems at various intersections.

Fleet Maintenance:

- 1,222 transactions were recorded through the City's fuel dispensing sites
- Used 15,080 gallons of fuel (6,658 ethanol, 8,442 diesel)
- Procured new vehicles for Engineering and Inspection Services Divisions
- Performed routine and extensive repairs on city fleet

Public Buildings:

- Assisted carpet install at Public Library
- Installed TRX equipment on track at Rec Center
- Prepared beach house for summer rentals
- Completed janitorial supply procurement and inspections

Parks:

- Repaired bridge at Big Woods Lake
- · Performed playground inspections
- Prepared the beach area at Island Park for summer use
- Continued mowing operations
- Right of Way stump removals were performed throughout the month

Cemetery:

- Extra care and preparation was given to cemeteries for memorial day
- Performed eight (15) interments Six(6) Saturday service
- Four (4) spaces sold in Greenwood Cemetery. Two (2) sold in Fairview Cemetery

Refuse:

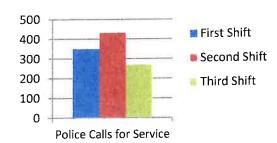
- 622 tons of residential solid waste was collected. Total of 659 three yard container dumps were recorded. Crews responded to 184 residential bulk item collections
- Crews collected 155 tons of yard waste from curbside cart collection
- The Transfer Station hauled 75 loads of solid wasted to the Black Hawk County Landfill totaling
 1,042 tons.
- Recycling data not available at time of report

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT MAY 2021

CEDAR FALLS POLICE

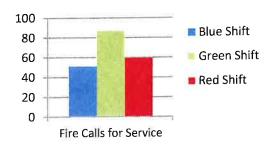
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Police Statistics	First Shift	Second Shift	Third Shift
Calls for Service	350	433	271
Traffic Stops	108	221	218
Arrests	17	26	23
Accidents	24	40	5
Accidents			



CEDAR FALLS FIRE

CEDAK LALES LIVE			
Fire Statistics	Blue Shift	Green Shift	Red Shift
Calls for Service	51	87	60
Fire	2	7	3
Rescue/Medical	31	61	30
Service Call	2	4	8
Good Intent	6	2	7
False Alarm/Call	9	9	8
Hazardous Condition	1	4	4



INVESTIGATIONS

CSI

- 5/19/21 Assisted 2nd shift officers with processing found property at Ulrich Park (21-038625)
- 5/25/21 Assisted investigators with searching Ulrich Park relating to the found property (21-038625)
- 5/28/21 Assisted 1st shift officers with processing a recovered vehicle stolen from West 18th Street (21-040059 & 21-040866)

Crime Lab:

- 11 items of physical evidence were processed
- 7 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 61 items of unclaimed property from closed cases in 2014 through 2019 were released to PropertyRoom.com for auction
- 4 items of unclaimed found property from 2020 were destroyed
- 13 items of property were released back to their owners

Property Room:

- The monthly random property audit was completed for May
- 66 building videos were archived
- 36 copies of videos were provided to attorneys
- 2 copies of items (not video) sent out to attorneys

Evidence/Property:

- 89 Items of physical evidence were entered
- 25 items of found property were entered
- 2 items of property were entered for safekeeping
- 90 CD's were entered by officers

POLICE RESERVE UNIT - Lieutenant Brooke Heuer

133.25 Total Hours

Item 10.

In the

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

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- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- Police In-Service training consisted of Daylight Firearms, Duty Pistol, Off-Duty and Secondary Carry Qualifications
- Two PSO's graduated from Hawkeye College for their Intermediate Level 2 academy training
- One PSO attended an ASP Instructor Certification course in Newton, Iowa
- Two PSO's attended a Fundamental Interview course in Waterloo, Iowa
- Chief Berte attended the 2020 Iowa Police Chief Association conference in Coralville, Iowa

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	lay 2021	<u>Total 2021</u>
Group A Crimes	0	0
Kidnapping/Abduction Forcible Rape/Sodomy/Fondling	5	18
Robbery	Ō	0
Assault	14	56
Arson	0	1
Extortion/Blackmail	0	3
Burglary/B&E	11	43
Theft	41	229
Motor Vehicle Theft	2	12
Counterfeit/Forgery	2	16
Fraud	13	48 5
Stolen Property	0 12	5 57
Vandalism	10	61
Drug Offenses Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	Ö	1
Weapon Law Violation	0	7
Weapon Law Violation	Ü	·
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	2 8	14
Driving Under Influence	8	52
Drunkeness	13	88
Non-Violent Family Offense	1	2
Liquor Law Violation	6	26
Runaway	0	6
Trespassing	1	10
All Other Offenses	21	120
Group A Total:	110	558
Group B Total:	52	318
Total Reported Crimes:	162	876
rotal reported entires.		
Traffic Accidents	0	0
Fatality	0	0 9
Personal Injury	0 0	22
Hit and Run	3	68
Property Damage Parked Vehicle	0	1
Parked Venicle	U	ja '
Total reported Accidents	3	100
Driving Offenses		
Driving While License Barred	0	3
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Total Driving Offenses	0	9
-	•	400
Alcohol/Tobacco Violations	6	103
Calls for Service	1714	8427
Total Arrests	67	389

81

FIRE TRAINING EVENTS - Lieutenant Marty Beckner

- PSO's completed their monthly checklist of knowledge and performance tasks
- May Fire in-service training was Tanker Operations and Interior Fire Attack Simulator instructed by the Fire Service Training Bureau

+ (0 107)

- Four PSO's completed their EMT training at Hawkeye Community College
- Shift level training consisted of:
 - o Pumping Procedures
 - Aerial Platform
 - o Fire Rescue 1 Academy
 - o Elevator Rescue
 - Rental Housing Inspection
 - o Confined Space Rescue
 - o Live Training Fire
 - General Driver
 - Driver Operator
 - o Pumping Procedures
 - SCBA Air Consumption Drill
 - Rescue Boat Procedures
 - Building Walkthroughs at UNI
 - Air Bag

FIRE RESCUE CALLS FOR SERVICE

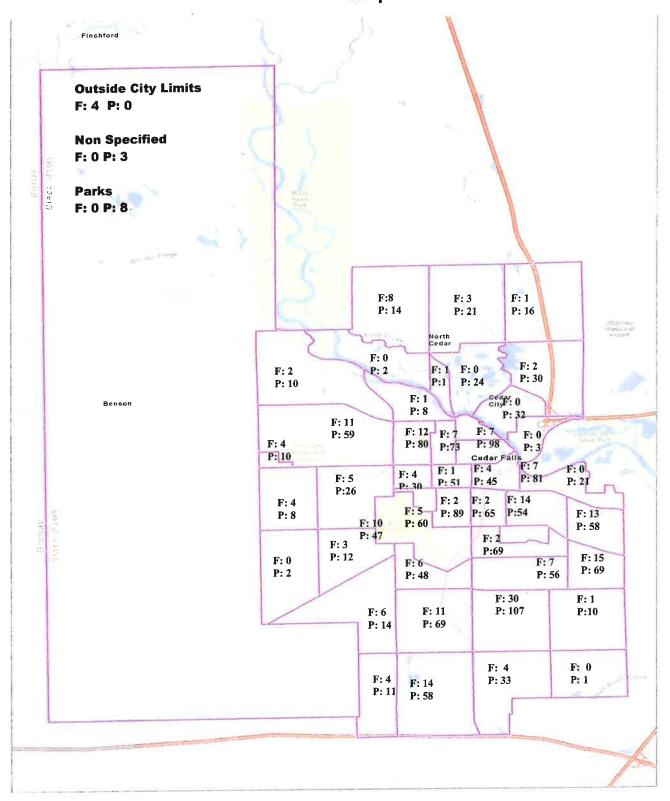
11112112000												
Type of Incident	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(Monthly)	'21	'21	'21	'21	'21	'21	'21	'21	'21	'21	'21_	'21
Medical & Rescue	124	105	113	104	122							
Cancelled, False Alarms, Good Intent	41	29	35	25	41							
Fire, Heat, Hazard, Weather Related & Other	20	22	22	32	35							
Totals	185	156	170	161	198							

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Non-Medical CFS	1,052	948	840	911	900	772	841	783	
Rescue / EMS Related	1,049	1,051	1,367	1,570	1,437	1,022	1,272	1,328	
Totals	2,101	1,999	2,207	2,481	2,337	1,794	2,113	2,111	

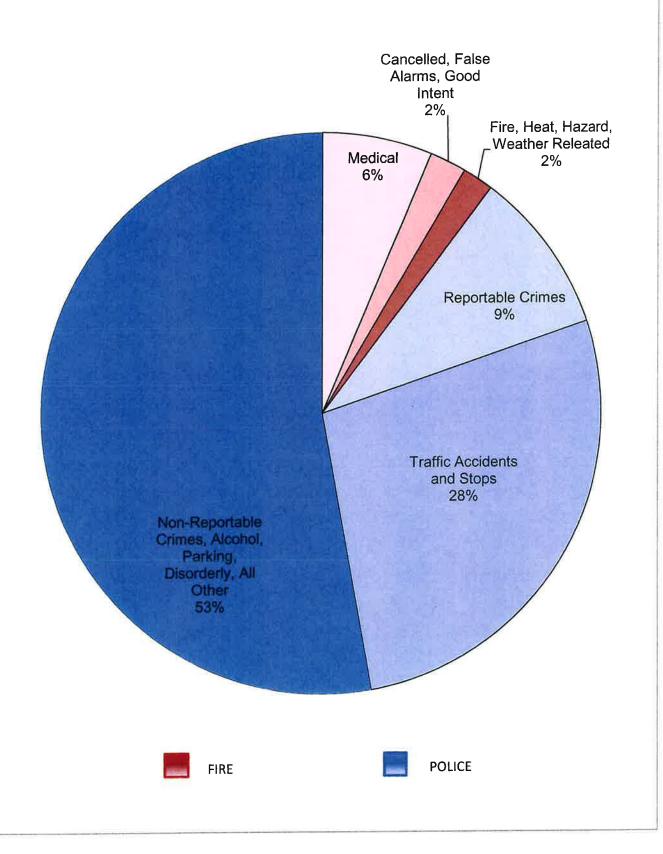
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Tall and Tall History

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (May)



CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

June 30, 2021

Cc:

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

Dear Mayor Green and Council Members:

Chase Schrage, Director of Public Works

Civil Service Records

Brian Heath, Operations & Maintenance Manager

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Equipment Operator. Listed below are candidates with their combined weighted average test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Weighted Average Test Scores
1	Josiah Smith	153
2	James Dietz	150
3	Trevor Johnson	146
4	Casey Paine	145

Despertfully Cubmitted	
Respectfully Submitted,	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
John Clopton, Commission Chairperson	
	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
Paul Lee, Commissioner	
Vacant	
Orig: Jacque Danielsen, City Clerk	

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

June 30, 2021

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

Dear Mayor Green and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Public Safety Supervisor-Captain. Listed below are candidates with their combined weighted average test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Weighted Average Test Scores
1	John Zolondek	731
2	Jeff Harrenstein	694
3	Brooke Heuer	685
4	Shea McNamara	682
5	Mike Hayes	650
6	Jeff Sitzmann	649
7	Marty Beckner	642
8	Kari Rea	641

Respectfully Submitted,	
	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
John Clopton, Commission Chairperson	
	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
Paul Lee, Commissioner	
Vacant	

Orig: Jacque Danielsen, City Clerk

Cc: Jeff Olson, Director of Public Safety Services

Craig Berte, Assistant Director of Public Safety Services/Police Chief John Bostwick, Assistant Director of Public Safety Services/Fire Chief

Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

June 30, 2021

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

Dear Mayor Green and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Public Safety Supervisor-Lieutenant. Listed below are candidates with their combined weighted average test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Weighted Average Test Scores
1	Gavin Carman	747
2	Lucas Schmidt	695
3	Carson Barron	675
3	Kurt Schreiber	675
5	Branden Madsen	662
6	Matt Krueger	653
7	Mike Marcotte	631
8	Clint Ferguson	589
9	Jovan Creighton	509

Respectfully Submitted,	
	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
John Clopton, Commission Chairperson	
	Approved by roll call vote in the absence of signing at an in-person meeting due to COVID19.
Paul Lee, Commissioner	
Vacant	

Orig: Jacque Danielsen, City Clerk

Cc: Jeff Olson, Director of Public Safety Services

Craig Berte, Assistant Director of Public Safety Services/Police Chief John Bostwick, Assistant Director of Public Safety Services/Fire Chief

Civil Service Records



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers

From: Jeff Olson, Public Safety Services Director

Craig Berte, Police Chief

Date: July 1, 2021

Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine renewal.
- b) Amvets, 1934 Irving Street, Class A liquor & outdoor service renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor renewal.
- d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor renewal.
- e) The Other Place, 2214 College Street, Class C liquor renewal.
- f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor renewal.
- g) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine change in ownership.
- h) Dollar General, 2921 Center Street, Class C beer & Class B wine change in ownership.
- i) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service change in ownership.
- j) River Place Plaza, 200 East 2nd Street Plaza, Special Class C liquor & outdoor service temporary expansion of outdoor service area. (July 10-11, 2021)
- k) Amvets, 1934 Irving Street, Class A liquor & outdoor service temporary expansion of outdoor service area.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk

FROM: Andrea Ludwig, Financial Clerk

DATE: June 2, 2021

SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property cleanup and removal of debris by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

David Bushby 2013 Maplewood Drive Cedar Falls, IA 50613

\$580.87 March 2021 <u>8.71</u> 2021 (fees) \$589.58 Total owed

Property address: 2013 Maplewood, CF Parcel #8913-19-251-011

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA COUNTY OF BLACK HAWK STATE OF IOWA

NOTICE OF PROPOSED FINAL ASSESSMENT PROCEEDINGS

٧.

DAVID BUSHBY

TO THE ABOVE-NAMED PERSON(S): David Bushby

PROPERTY DESCRIPTION: 2013 Maplewood Drive, Cedar Falls, Iowa

50613

Black Hawk County Parcel #8913-19-251-011

LEGAL DESCRIPTION OF PROPERTY: Laurel Heights Addition Lot 39,

Easement, Cedar Falls, Black Hawk

County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to clean up/remove debris on the property located at **2013 Maplewood Drive** that was subject to nuisance abatement pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **July 6, 2021**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

Βv

Jacqueline Danielsen, MMC, City Clerk

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by:	Jacqueline Da	nielsen, City Clerl	k, 220 Clay Street	, Cedar Falls, IA	50613
--------------	---------------	---------------------	--------------------	-------------------	-------

(319) 273-8600

R	ES	OL	.UT	ION	NO.	

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA IN CLEAN UP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 2013 MAPLEWOOD DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-251-011

WHEREAS, it was determined that the property located at 2013 Maplewood Drive, being legally described as Laurel Heights Addition Lot 39 and easement, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011, was in violation of City of Cedar Falls Ordinance Section 15-2 for failure to clean up/remove debris on the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2013 Maplewood Drive (Parcel ID 8913-19-251-011) to be cleaned up, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to clean up/remove debris the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$641.58 (\$580.87 + \$52.00 recording fee), be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Laurel Heights Addition Lot 39 and easement, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 6th day of July, 2021.

	Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	



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
www.cedarfalls.com

May 3, 2021

David Bushby 2013 Maplewood Cedar Falls, IA 50613

Dear David Bushby,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup on 3/12/21 for \$580.87, as well as late fees of \$8.71 for a total amount due of \$589.58. If no payment is received by May 17, 2021 we will put a lien on your property.

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to:

City of Cedar Falls

Accounts Receivable 220 Clay Street

Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig

Financial Clerk

Enclosure

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

TO: DAVID BUSHBY

2013 MAPLEWOOD DRIVE CEDAR FALLS, IA 50613 INVOICE NO: 37285

DATE: 3/29/21

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

UNIT PRICE EXTENDED PRICE QUANTITY DESCRIPTION ______ 580.87 580.87 1.00 PROPERTY CLEANUP:3/12/21 PER ORDINANCE 15-2

\$439.37 COOLEY SANITATION INV.#119285 \$141.50 CODE ENFORCEMENT

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS

TOTAL DUE:

\$580.87

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/29/21 DUE DATE: 4/28/21 NAME: BUSHBY, DAVID

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO: CITY OF CEDAR FALLS 220 CLAY STREET IA 50613 CEDAR FALLS

INVOICE NO: 37285 TERMS: NET 30 DAYS

AMOUNT:

\$580.



INVOICE

Cooley Pumping LLC & Cooley Sanitation LLC 27060 250th St Grundy Center, IA 50638

Tel: (319) 345-6080 Fax: (319) 345-6081

City of Cedar Falls Code Enforcement 220 Clay St greg.rekward@cedarfalls.com Cedar Falls, IA 50613

Invoice #:

119285

Invoice Date:

Mar 12, 2021

Page #:

PO Number:

Case #20-0378-STRG

Service Date	Туре	Job Site Information/Description	Quantity	Amount
		(13) City of Cedar Falls Code Enforcement 2013 Maplewood Dr David Bushby Cedar Falls, IA 50613 PO Number:Case #20-0378-STRG		
Mar 12, 2021		Labor>- Work Order 6299 **nuisanœ dean-up requested by City of Cedar Falls	3.00	\$ 150.00
Mar 12, 2021 Mar 12, 2021	Material	Ticket:*15 Household Debris Appliance Pickup/Disposal>- Work Order 6299	0.34 TN 1.00	\$ 14.37 \$ 35.00
Mar 12, 2021		Tire Disposal>- Work Order 6299	4.00	\$ 40.00
Mar 12, 2021		Machine/Equipment Charge>- Work Order 6299	1,00	\$ 200.00
		Invoice Total	1	\$ 439.37

INVOICE QUESTIONS EMAIL ADDRESS - deb@ccoleypumping.com. TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18%APR) france charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due.

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT



Customer Name: City of Cedar Falls Code Enforcement

Customer #:

Invoice #:

007987 - 000013 119285

Invoice Date:

Mar 12, 2021

PO Number:

Invoice Total:

\$ 439.37

Cooley Pumping LLC & Cooley Sanitation LLC 27060 250th St Grundy Center, IA 50638

Please write in amount of payment enclosed

C E D A R E A L L S Towa

DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

THIRD LEGAL NOTICE OF NUISANCE TO BE ABATED: ILLEGAL STORAGE OF MATERIALS

EFFECTIVE DATE OF THIS NOTICE:

10/16/2020

Case # 20-0378-STRG

DATE OF FIRST NOTICE:

7/29/2020

PROPERTY ADDRESS:

2013 Maplewood Dr

Cedar Falls, IA 50613

David Bushby 2013 Maplewood Dr Cedar Falls, IA 50613

You were provided with a Legal Notice of Nuisance to Be Abated on 8/5/2020. You have not complied with that notice and the violations cited below and have failed to complete the required improvements and corrections.

David although your property is in violation of the code sec15-22(22) the city of Cedar Falls is willing to work with you and that is why the city has given you extended time to comply. However if you don't comply the next step will be a citation resulting in a court hearing which could be followed by the city cleaning the property of all outside storage. Compliance date is 11/15/2020.

The following deficiencies have been observed: outside storage of miscellaneous debris. Consisting of bicycles, wood, bags of trash, lawn mowers and excessive debris that is stored in the back of the red Dodge truck.

Sec. 15-2(28) Nuisance defined:

The causing of the accumulation of building debris and/or construction materials, tools, equipment or machinery on any property within the city limits of the city after the expiration of a building permit as outlined in chapter 7, the occasioning of which becomes injurious and dangerous to the health, comfort, or property of individuals or the public.

Code Section	Nature of the Violation	Comply By
IACF 15-2(22) Illegal Storage of Materials	It is a violation of the IACF Municipal Code for any person to store in outdoor areas or in structures not totally enclosed building materials not part of an active building project authorized by a current city building permit; abandoned, inoperable vehicles or junk vehicles as defined in section 18-36; non-registered or unlicensed vehicles; auto parts; miscellaneous steel, plastic, rubber or metal parts or junk; tires; packing boxes; wooden pallets; tree limbs; brush piles; discarded lumber; broken or unused furniture and appliances; any upholstered or finished furniture intended for indoor usage; other broken or unused household furnishings or equipment; plastic tarps, trash bags containing leaves, debris, garbage or other items; trash and garbage not properly contained within a trash disposal container; any	11/15/2020

other discarded or miscellaneous item or items not normally required in the day to day use of the exterior area of the property, when stored continuously in excess of 48 hours on any portion of any property outside of a totally enclosed structure located on the property.

Failure to take corrective action will result in a citation for a municipal infraction in violation of Cedar Falls City Ordinance Section 1-9

If you dispute this citation, you will be required to appear in court to defend yourself. If you are found guilty, a municipal infraction could result in a fine of \$500.00 for a first offense and a fine of \$750.00 for a second and subsequent offense. In addition, the court may order you or the City to remove and clean up the illegally stored items at your expense.

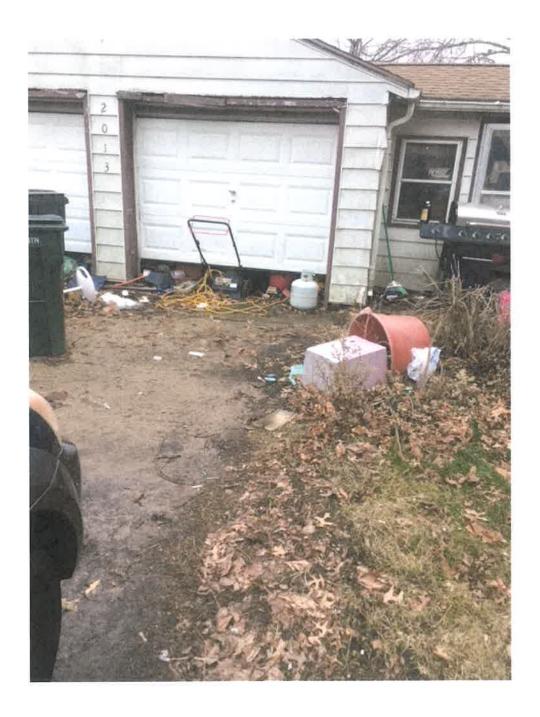
Please contact me at (319) 268-5186 to discuss a schedule for correction of this nuisance no later than **11/15/2020**. If you do not comply with this final notice, you will be issued a citation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Greg Rekward

Code Enforcement Officer















	BLACK HAW	K COUNTY REAL ESTA	TE ASSESSME	ENT AND TAX INFORMATI	ION Item
Parcel ID	HIERO HE CAN MANUAL	Deed Holder	Ta	ax Mail to Address	
8913	3-19-251-011	BUSHBY, RICHARD F		USHBY, DAVID 013 MAPLEWOOD DR	
PDF No.	Map Area	Contract Buyer	C	EDAR FALLS, IA 50613	
9	SCDRFLS-21	BUSHBY, DAVID			
Property .	Address		Current Reco	rded Transfer	
7 20 20 20 20 20 20 20 20 20 20 20 20 20	LEWOOD DR		Date Filed	Туре	
CEDAR F	ALLS, IA 50613		2/11/2011	2011 016080	С

		SALES	BUILDING PERMIT					
Date	Amoun	t NUTC / Type	Date	Number	Amount	Reason		
2/8/2011	65,000	SALE BETWEEN FAMILY MEMBERS -	2/14/2012	CF HA 0000	l 0	Furnace		
		09/11 / Contract	8/4/2010	CF 16447	3,200	Roof		
2/27/199	044,000	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed						

ASSESSED VALUES/CREDITS

Year									Class
2021 Valu	es Pending Bo	ard of Re	eview Approval						R
100%	7777		velling	Buildin	Building		Total		Acres
Value			920 0			109,710		0	
Cuadita	Homestead Credit		Property Tax Relief Credit			Agricultural Credit		Family	Farm Credit
Credits	Y								
Taxable	Land		Dwelling		Building			Total	
Value	45,790		63,920		0		109,710		

Year			Class					
2020								
100%			velling	Building	Building 0			Acres 0
Value			,920	0				
Cuadita	Homestead Credit		Property Tax Relief Credit		Agricultural Credit		Family Farm Credit	
Credits	Y							
Taxable	Land	0	Dwelling		Building		Total	
Value	20,663		36,057		0		56,720	

Year			Class	Class						
2019		R	R							
100%	Land	Dwelling	Building		Total 100,550		Acres			
Value	36,630	63,920	0				0			
Credits	Homestead Credi	Property Tax Relief Credit		Agricultural Credit		Family Farm Credit				
	Υ									
Taxable	Land	Dwelling	Dwelling			Total				
Value	20,174			0		55,377				

Year			Class		
2018			R		
100%	Land	Dwelling	Building	Total	Acres
Value	36,630	63,920	0	100,550	0
O	Homestead Credit	Property 1	Tax Relief Credit	Agricultural Credit	Family Farm Credit
Credits	3			P. W. Carlotte and	

Taxable Value	Land	Dwelling	Building	Total	Item 13.
Value	20,849	36,382	0	57,231	

	T	AX INFORMATION ASS	SESSMENT YEAR	R 2019 PAY	ABLE 2020	/2021		
Tax Distri	ct 910001 - CEDA	R FALLS						
	Gross Value	Taxable Value	Levy	Levy Rate		Tax	Net Tax	
Corp	100,550	55,377	33.1	4094	\$1,773	.87	\$1,614.00	
Nocorp	0	0	24.7	1061	\$0.00			
	Homestead Cre	edit Property Tax Relie	f Credit Ag Cred	it Family F	arm Credit	Busines	s Property Tax Credit	
Corp	\$160.73	\$0.00	\$0.00	\$0.00		\$0.00		
Nocorp			\$0.00					

ABBREVIATED LEGAL

LAUREL HEIGHTS ADDITION LOT 39 & EASE

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	110	110	200	200	0	22000	0.505
Totals:						22000	0.505

DWELLING CHARACTERISTICS

Туре			Style	Style			Total Living Area		
Single-Fami	ily / Owner Occup	ied	1 Story Fram	е			864		
Year Built	Are	a	Heat	t		AC		Attic	
1954	864		Yes			Yes		None	
Total Room	s Above	Total Re	ooms Below		Bedroom	s Above	Be	edrooms Below	
5		(0			3		lo		
Basement			Basement F	ment Finished Area			No Basement Floor		
Full 0			0	ļo			0		
Foundation				Flooring					
C Blk				Carp / Vinyl					
Exterior Wa	alls				Interior F	inish			
Alum				Drwl					
Roof									
Asph / Gable	е								
Non-Base	Floor/Wall		Pipeless		Har	ndfired		Space Heaters	
Heating	0								
1	Full Bath			<					
	Water Closet			Davel	Style		Ar	Area	
	Sink			Porch	1S Frame	Enclosed	10	0	

G/	\RA	\GE	ES
U	717 /	VOL	_~

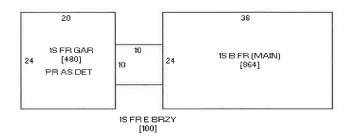
BASEMENT STALLS

None

Year Built	Style	Width	Length	Area	Basement	Qtrs Over	Area	AC
1954	Det Frame	20	24	480	0	None	0	0

Entry Status: Inspected





14 LF 1/25 BRK

Date Website Last Updated: 05/21/2021



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: July 1, 2021

SUBJECT: Cedar Falls Utilities (CFU) Transfer

As you are aware, CFU is owned by the City of Cedar Falls and is therefore exempt from paying property taxes and franchise fees paid by privately owned utilities. In lieu of paying property taxes the Cedar Falls Utilities Trustees vote on an annual basis to transfer to the City what is legally described as surplus funds. The surplus funds transferred is conceptually in-lieu of property taxes.

The City of Cedar Falls is dependent on this transfer of surplus funds to support General Fund operations and Economic Development efforts. The City and CFU have been great partners in increasing economic development and in ensuring that the citizens and businesses of Cedar Falls have low utility rates and low property taxes. This partnership and transfer of funds has occurred for several decades and we look forward to the continued cooperation between both entities.

RESOLUTION NO. 6324

RESOLUTION DECLARING SURPLUS FUNDS AND AUTHORIZING THE PERMANENT TRANSFER OF FUNDS FROM THE MUNICIPAL ELECTRIC AND COMMUNICATIONS UTILITIES TO THE CITY OF CEDAR FALLS

Whereas, in accordance with Resolution No. 6027, the Boards of Trustees of the Municipal Electric and Communications Utilities of the City of Cedar Falls, lows, have determined that there are surplus funds available in the Municipal Electric and Communications Utilities; and

Whereas, the Boards of Trustees have further determined that a transfer of surplus funds from the Municipal Electric and Communications Utilities should be made to the City of Cedar Falls, lowa, in accordance with Section 384.89 of the Code of Iowa; and

Whereas, the Boards of Trustees have chosen to direct the transferred funds to the City of Cedar Falls' General Fund and its Economic Development Fund, as outlined below; and

Whereas, the transfer of surplus funds is to be permanent; and

Whereas, in accordance with Section 384.89 of the Code of Iowa, the transfer of surplus funds is subject to the approval of the Cedar Falls City Council.

Now, Therefore, Be It Resolved by the Boards of Trustees of the Municipal Electric and Communications Utilities of the City of Cedar Falls, lowa, as follows:

- That the sum of \$2,622,314.00 shall be transferred from the surplus funds of the Municipal Electric Utility to the General Fund of the City of Cedar Falls, lowa, subject, however, to the City Council of the City of Cedar Falls approving this transfer by resolution, and the approving resolution being certified to these Boards of Trustees.
- 2. That the sum of \$15,000.00 shall be transferred from the surplus funds of the Municipal Electric Utility and the sum of \$15,000.00 shall be transferred from the surplus funds of the Municipal Communications Utility to the Economic Development Fund of the City of Cedar Falls, lowa, subject, however, to the City Council of the City of Cedar Falls approving this transfer by resolution, and the approving resolution being certified to these Boards of Trustees.
- 3. The Director of Finance & Organizational Services of the Municipal Electric and Communications Utilities is directed to make proper entries in the books of the Utilities and to notify the City Clerk of this transfer when properly approved as herein required and shall accompany the notification with a copy of this Resolution.

Introduced and Adopted this 9th day of June, 2021.

MaraBeth K. Soneson - Vice Chair

Maraforn K. Snevon

Attest:

Debra S. lehl - Secretary

The above Resolution was moved by Trustee McAlister and seconded by Trustee Johnson. Upon call of the roll the following Trustees voted:

Aye:

Soneson, lehl, Johnson, McAlister

Nay:

None

Absent: Engel

I hereby certify the above to be a true and correct copy of Resolution No.6324 passed by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, on the 9^{th} day of June, 2021.

Mara Beth K. Soneson - Vice Chair



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor and City Council

From: Jeff Olson, Public Safety Director

Date: June 29, 2021

Re: 2021-2022 Edward Byrne JAG Grant

Attached is the 2021-2022 Edward Byrne JAG Grant Memorandum of Understanding (MOU) with Waterloo and Black Hawk County. The JAG Grant provides funding to the Tri-County Drug Task Force in which we are a member. This MOU allows for the distribution of funds to the three entities. The total grant amount is \$46,305.00 of which Cedar Falls will receive \$9,261.00. These funds are used to assist with payroll funding of our full-time Tri-County assigned officer.

I recommend approval of this agreement.

MEMORANDUM OF UNDERSTANDING

Between

City of Waterloo

City of Cedar Falls and

Black Hawk County, Iowa

This Agreement is made and entered into this 1st day of July 2021 by and between City of Waterloo, lowa, City of Cedar Falls, Iowa, and Black Hawk County, Iowa.

- 1. Funds have been allocated by the 2021-2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation for the cities of Waterloo, Cedar Falls and the County of Black Hawk in the amount of Forty six thousand three hundred and five dollars. (\$46,305.00) It is mutually agreed that Waterloo Police Chief Joel Fitzgerald, Cedar Falls Director of Public Safety Jeff Olson, and Black Hawk County Sheriff Tony Thompson have been designated as representatives for their respective governing bodies.
- 2. All parties agree that the JAG Grant will be used for narcotics enforcement, gun violence, gang activity, other criminal activity and the investigation and prosecution of criminal cases. The funds shall be allocated as follows:
 - A. Twenty seven thousand seven hundred eighty three dollars (\$27,783.00) for personnel costs for the Waterloo Police Department. These funds will be used to pay salary and benefits not funded through the 2021-2022 State of Iowa Byrne Justice Assistance Grant.
 - B. Nine thousand two hundred sixty one dollars (\$9,261.00) for personnel costs for the Cedar Falls Police Department. These funds will be used to pay salary and benefits not funded through the 2021-2022 State of Iowa Byrne Justice Assistance Grant.
 - C. Nine thousand two hundred sixty one dollars (\$9,261.00) for personnel costs for the Black Hawk County Sheriff's Department. These funds will be used to pay salary and benefits not funded through the 2021-2022 State of Iowa Byrne Justice Assistance Grant.
- 3. All parties hereto agree that the Waterloo Police Department shall be the administrator for this Grant and that said Department will follow generally accepted accounting principles to appropriately record revenue and expenses for this grant.
- 4. All parties to this Agreement agree that they will follow the regulations for the receipt and administration of these funds promulgated by the Justice Assistance Grant administrators.
- 5. Nothing in the performance of this Agreement shall impose any liability for claims against Black Hawk County other than claims for which liability may be imposed by the Iowa State Tort Claims Act.
- 6. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Waterloo or the City of Cedar Falls other than claims for which liability may be imposed by the Municipal Tort Claims Act.
- 7. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

- 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- 9. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Joel Fitzgerald Sr. Chief of Police

City of Waterloo, Iowa

Tony Thompson

Black Hawk County Sherriff

Black Hawk County, Iowa

Jeff Olson

Director of Public Safety City of Cedar Falls, Iowa



• E • D • A • R DEPARTMENT OF COMMUNITY DEVELOPMENT

RECREATION CENTER 110 E 13TH STREET CEDAR FALLS, IOWA 50613

PH: 319-273-8636 FAX: 319-273-8656

MEMORANDUM

TO: Mayor Rob Green and City Council

FROM: J.J. Lillibridge, Recreation Division Manager

DATE: June 28, 2021

SUBJECT: Cooperative Agreement – Use of Cedar Falls School Pools

Since the middle school pools were constructed, the City and the School District have entered into an cooperative use agreement and sharing of maintenance costs for the facilities. Attached is an updated agreement between the Cedar Falls Schools and the City of Cedar Falls for July 1, 2021 to June 30, 2022 for the indoor pool facilities at Peet and Holmes Junior High Schools. This agreement allows Cedar Falls Recreation & Community Programs division to program and provide public access to the pools to maximize use and eliminate duplication of services and facilities.

Changes in the agreement only included new dates that the agreement will cover.

The swimming pools' mutual use at Peet and Holmes Junior High has been an excellent cooperative arrangement. The Department of Community Development recommends that City Council approve the attached agreement to continue our partnership with Cedar Falls Schools. The Cedar Falls School Board has already reviewed and approved the agreement.

Let me know if you have any questions or comments.

COOPERATIVE AGREEMENT FOR USE OF SWIMMING POOLS

This agreement was made at Cedar Falls, Iowa the <u>8</u> day of <u>June</u>, 2021, between the City of Cedar Falls, Black Hawk County, Iowa. (hereinafter referred to and called the City) and the Cedar Falls Community School District, in the County of Black Hawk, State of Iowa, (hereinafter referred to and called the School District) to-wit:

WHEREAS, Section 297.22(2)(a) of the 2019 Code of lowa provides the board of directors of a school district may sell, lease, exchange, give, or grant and accept any interest in real property to, with, or from a county, municipal corporation, school district, township, or area education agency if the real property is within the jurisdiction of both the grantor and the grantee.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual promises hereinafter set forth as follows:

The School District agrees to furnish and let unto the City the school premises commonly known as the swimming pools, which are attached to Peet Junior High located at 525 East Seerley Boulevard and to Holmes Junior High located at 505 Holmes Drive, Cedar Falls. Iowa.

The term of this agreement shall be from July 1, 2021, to June 30, 2022.

COVENANTS OF THE CITY

- 1. The City does hereby covenant and agree with the School District that it will:
 - a. Not use or occupy said premises for any unlawful purpose;
 - b. Permit the School District to enter upon said premises at all reasonable times to examine the conditions of the same;
 - c. Leave the premises in as good a condition as received or in which they may be put by the School District, excepting reasonable wear and tear and damage arising from the negligence or fault of the School District, or Its agents or employees, or from any of the causes set forth in paragraph 3-A;
 - d. Be responsible for general cleaning on the weekends when the City is using the pool(s);
 - e. Furnish the School District an Insurance certificate which will be acceptable to the School District's Insurance carrier;
 - f. Pay their shared cost of the annual operating costs during the fiscal year July 1 to June 30;
 - g. Payment shall be made in two installments at six-month intervals;
 - h. Pay the School District 45% of the annual operating costs of the pools. Payment will be based on determined actual costs that accrue between June 1 and May 31;
 - Schedule all non-school sponsored use of the pools. Exception: Use of the pools by the University of Northern Iowa and any other school will be scheduled through the School District. State Athletic Association meets will be considered School co-sponsored and scheduled by the School District;
 - j. Pay the School for custodial cleaning time needed beyond the normally scheduled work day. The City will be billed at the lead person's overtime rate. This expense is in addition to paragraph 1-G costs and will be billed according to actual overtime labor expense; and
 - k. Enforce all applicable Board of Education rules and policies.

COVENANTS OF THE SCHOOL DISTRICT

- 2. And the School District on its part covenants and agrees with the City that it will:
 - a. Indemnify and save the City harmless and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, and any tortuous or negligent act on the part of the School District, its agents, or employees. The School District will furnish the City a certificate of insurance covering these requirements;
 - b. Perform all maintenance and custodial work except as noted in paragraph 1d:
 - Permit the Recreation and Community Programs Department to use the swimming pools by signing agreements entitled "Permit to Use School Buildings and Grounds for Non-School Activities"; and
 - d. Use the following schedule as guidelines in setting up agreements as listed in paragraph 2-c: The School District reserves the right to refuse to sign agreements which would conflict with school-sponsored activities and the exceptions listed in paragraph 1-h;
 - Holmes pool-Before 7:30a.m.and after 6:00p.m.during the school vear;
 - ii. Peet pool-Before 7:30 a.m. and after 6:00 p.m. during the school year;
 - iii. Saturdays and Sundays except when needed by the School;
 - iv. During the summer except for Holmes pool which the School would need from Monday of the first full week in August until school starts. The School would need the pool from 6:00 a.m.to 8:30 a.m. and from 3:30 p.m.to 6:00p.m.;
 - v. During Christmas vacation except for three hours daily; and
 - vi. Times to be adjusted as required by mutual agreement between both parties.

MUTUAL COVENANTS

- 3. It is mutually agreed by and between the City and the School District that:
 - a. In the event the premises are substantially destroyed by fire or other casualty, this lease shall terminate. In such cases, the City would pay a prorated share of the expenses described in paragraph 1-f; and
 - b. The Superintendent and the Mayor or their representative shall jointly administer this agreement.

TERMINATION

1. This agreement may be terminated immediately by the non-breaching party in the event of breach of this agreement, provided that the breaching party is given a minimum of 30 days to cure the breach. This agreement may also be terminated upon 60 days advance notice by either party. In the event of termination other than for the School District's breach, the City shall pay a prorated share of the expenses described in paragraph 1-g

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year above written.

For the City:	For the School District:
	(Stoll
Robert M. Green	Dr. Andy Pattee
Mayor	Superintendent
	plenele (Inresman)
City Clerk	Secretary

C·E·D·A·R F·A·L·L·S Towa

• D • A • R DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Administration Division

TO: Honorable Mayor Rob Green and City Council

FROM: Karen Howard, Planning and Community Services Manager

DATE: July 6, 2021

SUBJECT: HOME Rehabilitation Projects - Contracts

Project #1-21-686 (210 C2 Balboa Ave.) Project #1-21-687 (2512 Cedar Heights Dr.)

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents. Cedar Falls participates in a HOME Consortium with City of Waterloo, which is the lead entity and administrator of HOME funds for both cities.

In June 2021, bids were let for rehabilitation projects #1-21-686 and #1-21-687. The City of Waterloo, with the assistance of Cedar Falls staff, has determined that the properties and their owners meet HOME program requirements. The rehabilitation project will improve the owners' living conditions and bring the homes into code compliance.

On Friday, June 25, 2021 at 2:00 PM, bids were received and opened for the HOME rehabilitation projects. Bid results are shown in the table below. Permit amounts have been added to each bid total to show the total contract amount for each bid. For Project #1-21-686, Cedar Falls Utilities has committed to reimbursing the City for \$3,000 attributable to project items that increase energy efficiency, including installation of a high efficiency gas furnace and insulation of the rim joists and fireplace chase. This property was built in 1978 and therefore is exempt from the federal Lead Safe Housing Rule.

Project #1-21-686 210 C2 Balboa Ave.	Bid Total	Permits	Total Contract Amount, if awarded	Amount paid by CFU for energy efficiency	Amount paid by HOME
Tojo Construction	\$24,595	\$403	\$24,998	\$3,000	\$21,998
Brothers Construction	\$26,767	\$424	\$27,191	\$3,000	\$24,191

Project #1-21-687 2512 Cedar Heights Dr.	Bid Total	Permits	Hard Costs (incl. permits)	Lead Hazard Reduction Costs	Total Contract Amount, if awarded
Tojo Construction	\$19,105	\$317	\$18,422	\$1,000	\$19,422
Brothers Construction	\$19,651	\$317	\$18,468	\$1,500	\$19,968
Daniels Home Improvement	\$19,960	\$331	\$19,841	\$450	\$20,291

For Project #1-21-686, the inspector estimate was \$20,206. The estimates were drafted in fall 2020, and the cost of supplies and subcontractor services may have increased since then due to pandemic-related market volatility. The City's Manual for Housing Rehabilitation Programs, last updated July 2020, requires that HOME and CDBG contracts not exceed \$20,000 at the time of award, but allows a total investment of up to \$24,999 per home if change orders become necessary. City staff have considered amending the initial \$20,000 cap stipulated in the Manual, since time is of the essence in spending HOME funds from past years. However, staff have not yet had an opportunity to make another round of Manual amendments and present them to the Council. Taking CFU's \$3,000 commitment into account, the low bid for this project would exceed the initial contract limit by \$1,998. City staff recommend that the Council:

- Waive the \$20,000 initial contract limit for Project #1-21-686, in consideration of price volatility and the exigency of spending HOME funds.
- Award a contract for Project #1-21-686 to Tojo Construction, the lower responsible and responsive bidder, in the amount of \$24,998.

For Project #1-21-687, the inspector estimate was \$16,938. City staff recommends that the Council <u>award a contract Project #1-21-687 to Tojo Construction, the lowest responsible and responsive bidder, in the amount of \$19,422.</u>

Please contact me with any questions. Thank you.

XC: Stephanie Houk Sheetz, Director

REHABILITATION CONTRACT

This Contract made	the day hereinafter set forth by and between Brenda Jordan, hereinafter	r referred to
as the "Owner" and	Tojo Construction	hereinafter
referred to as the "C	ontractor."	

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as **210 C2 Balboa Avenue**, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. <u>1-21-686</u> of the Community Development Block Grant/HOME Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. <u>Employment of Contractor</u>: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. <u>Improvements</u>: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. <u>Subcontracting</u>: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. <u>Equal Employment Opportunity</u>: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

<u>Provided, however</u>, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. <u>Economic Opportunities for Section 3 Residents/Business Concerns</u>: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7)b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 90 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. <u>Insurance</u>: The Contractor shall maintain such insurance as will protect him from claims under <u>Workmen's Compensation Acts</u> and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. <u>Changes in the Work</u>: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. <u>Releases of Liens</u>: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. <u>Compensation</u>: The City agrees to compensate the Contractor <u>\$ 24,998.00</u>

To be completed by City for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all-but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. <u>Occupancy Provision</u>: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. <u>Condition of Premises</u>: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. <u>Interest of Housing Commission and Local Public Officials</u>. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. <u>Disputes</u>: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to

the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. <u>Engineering Surveys, Permits, Fees, and Licensing</u>: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. <u>Inspection of Work</u>: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. <u>Defects after Completion</u>: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. <u>Approval by City</u>: This Agreement must be approved by the City before it becomes effective.

Section 23. <u>Nonliability of the City and Indemnification</u>: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. <u>Default</u>: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. <u>Termination</u>: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. <u>Notices</u>: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. <u>Condition for Validity of Agreement</u>: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. <u>Prohibition Against "Kick-Backs"</u>: The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

CONTRACTOR	ACCEPTANCE BY OWNER(S)
Tora Constrution	Brenda Jordan
Contractor Firm Name	Owner(s) Name
DA R-4 2662-	210 C2 Balboa Avenue
Contractor's Address	Owner's Address
DET. O. DE EMAY	Cedar Falls, IA 50613
City, State, Zip	City, State, Zip
TC 1780 000 1	
Contractor's E-mail	Owner's E-mail
Contractor of 2 man	
DOTT	Owner's Signature
Signature of Contractor	Owner's Signature
1 2 1 2 1	- v
Date of Acceptance	Date of Acceptance
Date of Acceptance	Ball of Needpointed
CITY OF CEDAR FALLS, IOWA	By:
	Rob Green, Mayor
ATTEST:	
P	
By: Jacqueline Danielsen, CMC, City Cle	arly
Jacquenne Dameisen, Civic, City Cit	ZIK
STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)
duly sworn, did say that they are the Mayor a Iowa, a Municipal Corporation, created and seal affixed to the foregoing instrument is the instrument was signed and sealed on behalf	, 2021, before me a Notary Public in and for said Jacqueline Danielsen to me personally known, who being and City Clerk, respectively, of the City of Cedar Falls, existing under the laws of the State of Iowa, and that the e seal of said Municipal Corporation, and that said of said Municipal Corporation by authority and resolution of erk acknowledged said instrument to be the free act and luntarily executed.
	Notary Public in and for Black Hawk County, Iowa

Exhibit A
Housing Rehabilitation Project Write Up

210 C2 Balboa Avenue, Cedar Falls, IA 50613

[To be inserted following contract award to a qualified bidder]

Exhibit B FEDERAL REGULATIONS PROHIBITING USE OF LEAD-BASED PAINT AND ELIMINATION OF LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means <u>all interior</u> surfaces and those <u>exterior</u> surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

<u>All</u> defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

REHABILITATION CONTRACT

This Contract made the day her	einafter set forth by and between Kimberly K. Blakesley, h	nereinafter
referred to as the "Owner" and	Tojo Construction	hereinafter
referred to as the "Contractor."		

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 2512 Cedar Heights Drive, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-21-687 of the Community Development Block Grant/HOME Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. <u>Equal Employment Opportunity</u>: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

<u>Provided, however</u>, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. <u>Economic Opportunities for Section 3 Residents/Business Concerns</u>: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7)b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 90 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. <u>Insurance</u>: The Contractor shall maintain such insurance as will protect him from claims under <u>Workmen's Compensation Acts</u> and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. <u>Changes in the Work</u>: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

REHABILITATION CON Project

Section 10. <u>Releases of Liens</u>: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. <u>Compensation</u>: The City agrees to compensate the Contractor \$\frac{9,422.00}{\text{To be completed by City}}\$

for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. <u>Provision for the Owner</u>: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. <u>Condition of Premises</u>: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. <u>Interest of Housing Commission and Local Public Officials</u>. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. <u>Disputes</u>: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to

the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. <u>Engineering Surveys</u>, <u>Permits</u>, <u>Fees</u>, <u>and Licensing</u>: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. <u>Inspection of Work</u>: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. <u>Defects after Completion</u>: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. <u>Nonliability of the City and Indemnification</u>: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. <u>Default</u>: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. <u>Termination</u>: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. <u>Notices</u>: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. <u>Condition for Validity of Agreement</u>: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. <u>Prohibition Against "Kick-Backs"</u>: The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
 Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

• Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

(c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

CONTRACTOR	ACCEPTANCE BY OWNER(S)
The Condendary	Kimberly K. Blakesley
Contractor Firm Name	Owner(s) Name
Pro 0-14 2/62	2512 Cedar Heights Drive
Contractor's Address	Owner's Address
1) To 0 - M 5MM	Cedar Falls, IA 50613
City, State, Zip	City, State, Zip
Contractor's E-mail	Owner's E-mail
Contractor 3 D man	
	Owner's Signature
1) latell	<u> </u>
Signature of Contractor	Owner's Signature
6-21-21	<u> </u>
Date of Acceptance	Date of Acceptance
CHEW OF CEDAD FALLS TOWA	
CITY OF CEDAR FALLS, IOWA	By:
	Rob Green, Mayor
ATTEST:	
7	
By: Jacqueline Danielsen, CMC, City Cle	arl
Jacquenne Dameisen, Civic, City Cic	AL CONTRACTOR OF THE CONTRACTO
STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)
	2001 1 C Natura Public in and for said
On this day of	Jacqueline Danielsen to me personally known, who being
duly sworn did say that they are the Mayor a	and City Clerk, respectively, of the City of Cedar Falls,
Iowa a Municipal Corporation, created and 6	existing under the laws of the State of Iowa, and that the
seal affixed to the foregoing instrument is the	e seal of said Municipal Corporation, and that said
instrument was signed and sealed on behalf of	of said Municipal Corporation by authority and resolution of
its City Council and said Mayor and City Cle	erk acknowledged said instrument to be the free act and
deed of said Municipal Corporation by it vol	untarily executed.
	Notary Public in and for Black Hawk County, Iowa

Exhibit A Housing Rehabilitation Project Write Up

2512 Cedar Heights Drive, Cedar Falls, IA 50613

[To be inserted following contract award to a qualified bidder]

Exhibit B FEDERAL REGULATIONS PROHIBITING USE OF LEAD-BASED PAINT AND ELIMINATION OF LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means <u>all interior</u> surfaces and those <u>exterior</u> surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

<u>All</u> defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

F·A·L·L·S

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council

FROM: Michelle Pezley, Planner III

DATE: June 30, 2021

SUBJECT: Easement on Lot 3 of Pinnacle Prairie Commercial South Phase II.

Background:

Pinnacle Prairie Commercial South Phase II subdivision is located northeast of the intersection of Viking Road and Prairie Parkway. The subdivision was approved by the City in 2012. The Pinnacle Prairie Commercial South Phase II subdivision is part of the Pinnacle Prairie Master Plan that was approved by the City in 2004.

Request Action:

The applicant proposes to replat Pinnacle Prairie Commercial South Phase II Lot 2 (see PP21-001 and FP21-001 separate agenda item). The eastern boundary of the subdivision is centered with the Menards' access point to Brandilynn Boulevard. The applicant proposes the north/south private street be aligned with Menards' access point. Therefore, the applicant proposes a 25-foot easement be included along the northern half of the eastern boundary of the subdivision and a 25foot easement that would be on Lot 3 of Pinnacle **Prairie South Commercial** Phase II (highlighted in red



on the image to the right), to install the private street. As indicated in the Deed of Dedication for Pinnacle Prairie Commercial South Phase V, the street will be maintained by the owners of Phase V.

Recommendation:

Staff recommends the approval of 25-foot easement on Lot 3 of Pinnacle Prairie South Commercial Phase II. All parties to Lot 3 of Pinnacle Prairie South Commercial Phase II have agreed to this change and have signed and notarized the easement, which is attached for your review.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

Prepared by Corey R. Lorenzen, Lorenzen Law Firm, P.C., 4817 University Ave, Ste. D, Cedar Falls, IA 50613 319-260-2613

UTILITY AND ACCESS EASEMENT AGREEMENT

Oster Partners, L.P. and Greenhill Estates, Inc., the owners of the property legally described as Pinnacle Prairie Commercial South Phase II Lot 3 ("Lot 3") grants and conveys to the City of Cedar Falls, Iowa, the owners of Lots 1, 2, 3 and 4 in Pinnacle Prairie Commercial South Phase V, their successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sewer, gas, electricity, communication service, or cable television, a permanent easement over, under, and across the following described real estate for the construction, repair, and maintenance of a private street, sanitary sewer, utilities, and drainage together with a right of ingress and egress, to the real estate described as follows:

See Exhibit "A" attached hereto.

This Easement is granted in consideration of approval by the City of Cedar Falls, Iowa, of the subdivision plat for Pinnacle Prairie South Phase V, City of Cedar Falls, County of Black Hawk, State of Iowa.

EXECUTED on June 24, 2021 by Seller.

OSTER PARTNERS, L.P., an Illinois limited partnership (f/k/a Oster Family Limited Partnership)

By: Merrill Oster
Title: General Partner

GREENHILL ESTATES, INC., an Iowa

corporation

Print Name: Merrill Oster

Title: President

STATE OF HELINOIS, COUNTY OF Black Hawk

This instrument was acknowledge before me on this 24 day of June, 2021 by Merrill J. Oster, General Partner of Oster Partners, L.P., and President of Greenhill Estates, Inc.

Notary Public in and for the State of Illinois



APPROVAL OF EASEMENT

The City of Cedar Falls, Iowa ("City"), does hereby approve the foregoing Access Easement Agreement.

Dated this _____ day of ______, 2021.

City of Cedar Falls, Iowa

By: ______ Robert M. Green, Mayor

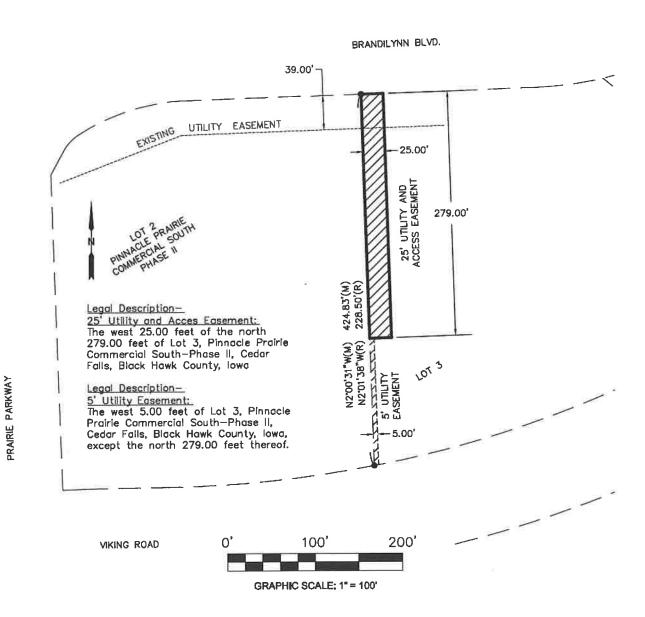
Attest

Jacqueline Danielsen, MMC, City

Clerk

EASEMENT EXHIBIT Pinnacle Prairie Commercial South-Phase II A PART OF LOT 3

CEDAR FALLS, BLACK HAWK COUNTY, IOWA





Stephen M. Scott, P.E. & L.S. Civil Engineer & Land Surveyor

319-540-5263 email@scottsurvey.com www.scottsurvey.com

P.O. Box 315, Center Point, IA 52213-0315

revised 05/05/2021 PROJECT NO. 2197302



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council

FROM: Michelle Pezley, Planner III

DATE: June 29, 2021

SUBJECT: Amendment to Deed of Dedication for Pinnacle Prairie Commercial

South Phase II.

Background:

Pinnacle Prairie Commercial South Phase II subdivision is located northeast of the intersection of Viking Road and Prairie Parkway. The subdivision was approved by the City in 2012. The Pinnacle Prairie Commercial South Phase II subdivision is part of the Pinnacle Prairie Master Plan that was approved by the City in 2004.

The Deed of Dedication includes a restriction to not allow direct access to Prairie Parkway. The five lots were proposed to all have direct access to Brandilynn Boulevard. The developer proposes a right in and right out at the intersection of the proposed private street and Prairie Parkway. The restriction will apply to Phase II and the proposed Phase V (see PP21-001 and FP21-001 staff reports).

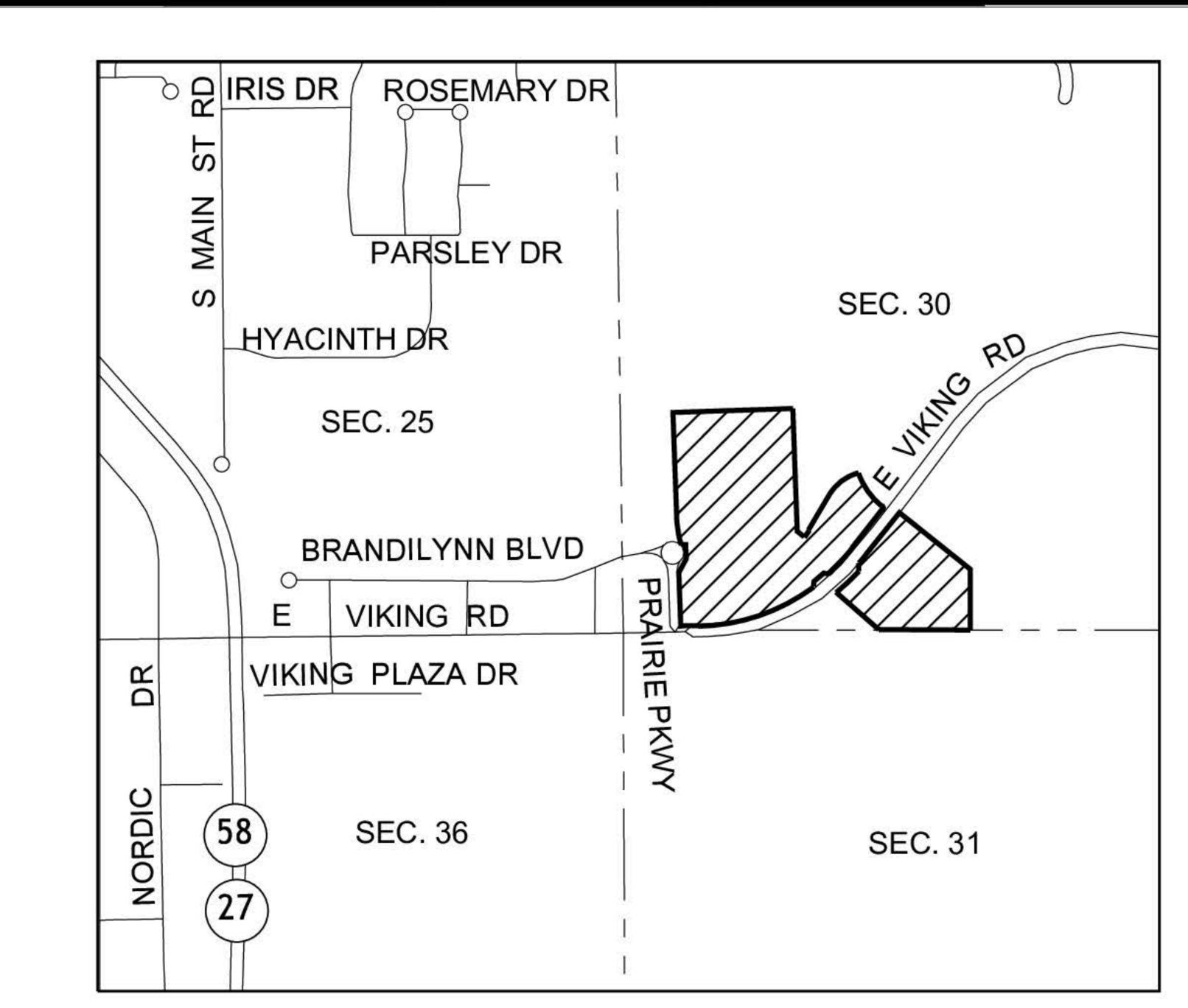
Request Action:

The developer requests an amendment to the Deed of Dedication to remove the restriction to Prairie Parkway to allow the private street as proposed in the Pinnacle Prairie Commercial South Phase V subdivision which will be limited to right turns in and out. The developer purposes Pinnacle Prairie Commercial South Phase V four lots to have access on the proposed private street.

Recommendation:

Staff recommends approval of the resolution to amend the Deed of Dedication for Pinnacle Prairie Commercial South Phase II to remove the restriction to Prairie Parkway. All parties to the Deed of Dedication have agreed to this change and have signed and notarized the amended deed, which is attached for your review.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager



VICINITY MAP

NOT TO SCALE

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4, THE NORTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE, N89°28'57"E 418.59' ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 30; THENCE, N2°01'38"W 67.75' TO THE SOUTHEAST CORNER OF TRACT "A", PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE 1, AS SHOWN IN BOOK 29, PAGE 125 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE, CONTINUING N2°01'38"W 360.70' ALONG THE EAST LINE OF SAID TRACT "A"; THENCE, N27°58'22"E 106.00' CONTINUING ALONG SAID EAST LINE; THENCE, N2°01'38"W 98.18' CONTINUING ALONG SAID EAST LINE; THENCE, S87°58'22"W 28.00' CONTINUING ALONG SAID EAST LINE TO A CURVE; THENCE, NORTHERLY 87.79' ALONG THE ARC OF A 384.00' RADIUS CURVE, CONCAVE EASTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N13°47'46"W 87.60', SAID ARC ALSO BEING ALONG THE EAST LINE OF SAID TRACT "A"; THENCE, N7°55'51"W 69.30'; THENCE, N2°01'38"W 822.05'; THENCE, N87°58'22"E 847.06'; THENCE, S43°29'39"E 66.79'; THENCE, S5°49'30"E 669.12'; THENCE, N30°14'44"E 83.09' TO A CURVE; THENCE, NORTHEASTERLY 313.39' ALONG THE ARC OF A 405.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N52°24'48"E 305.63'; THENCE, N74°34'51"E 0.74' TO A CURVE; THENCE, NORTHERLY 4.10' ALONG THE ARC OF A 484.00' RADIUS CURVE, CONCAVE EASTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N11°08'53"W 4.10'; THENCE, N79°05'41"E 68.00' TO A CURVE; THENCE, SOUTHEASTERLY 292.27' ALONG THE ARC OF A 416.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S31°01'58"E 286.30' TO A CURVE; THENCE, EASTERLY 31.74' ALONG THE ARC OF A 20.00' RADIUS CURVE, CONCAVE NORTHERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N83°22'19"E 28.51' TO THE NORTH RIGHT OF WAY LINE OF VIKING ROAD; THENCE, S37°54'15"W 455.11' ALONG SAID NORTH RIGHT OF WAY LINE TO A CURVE; THENCE, SOUTHWESTERLY 222.63' ALONG THE ARC OF A 1333.50' RADIUS CURVE, CONCAVE NORTHWESTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S42°41'13"W 222.37' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, N82°16'37'W 30.76' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S50°15'11"W 87.93' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S7°48'47"W 33.31' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE TO A CURVE; THENCE, SOUTHWESTERLY 839.77' ALONG THE ARC OF A 1333.50' RADIUS CURVE, CONCAVE NORTHWESTERLY, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S71°14'25"W 825.97' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S89°16'53"W 83.35' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S87°58'22"W 34.55' CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING. PARCEL OF LAND CONTAINS 36.01 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

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A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

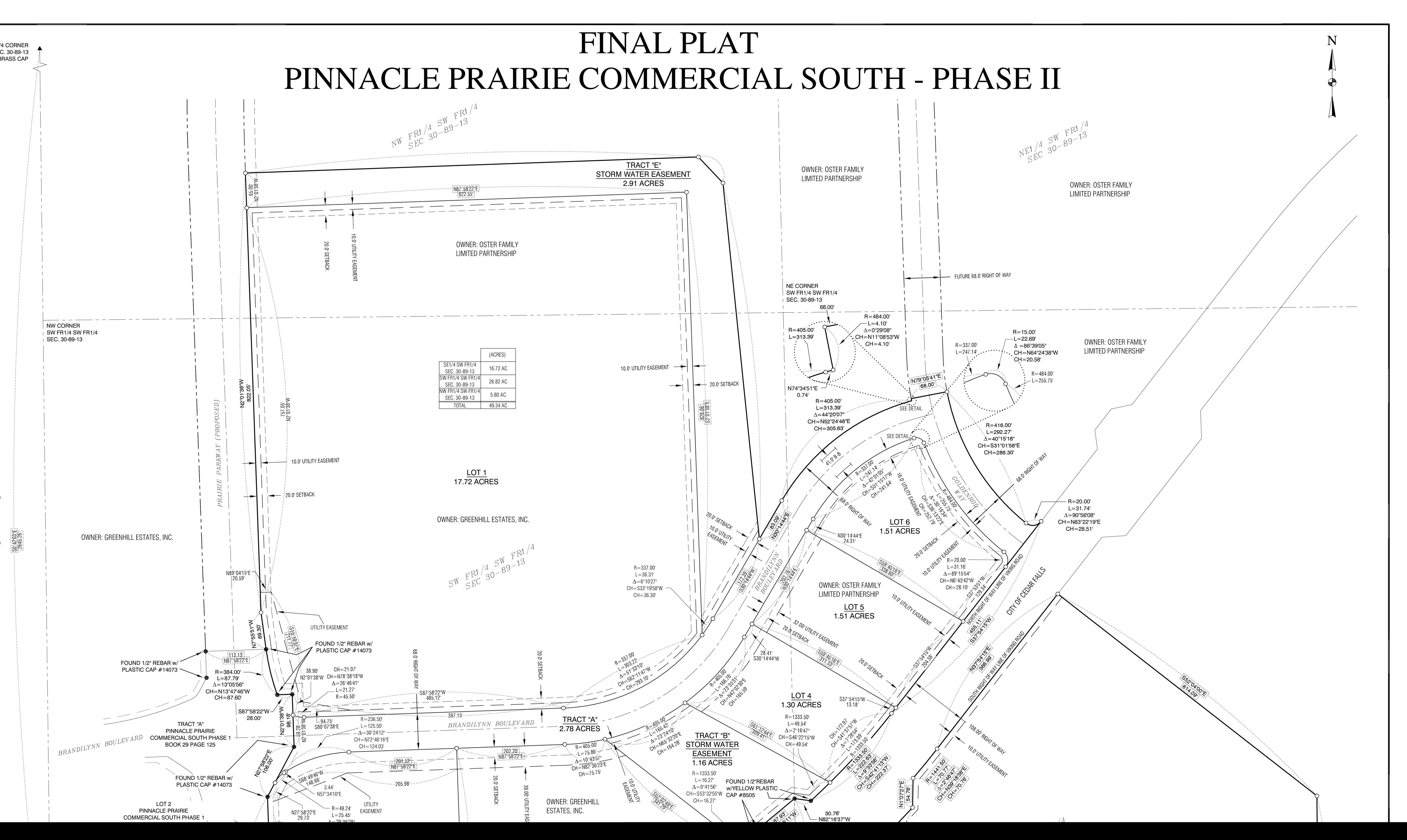
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE, S89°28'57"W 362.52' ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 30 TO THE POINT OF BEGINNING; THENCE, CONTINUING S89°28'57"W 1505.02' ALONG SAID SOUTH LINE TO THE SOUTH RIGHT OF WAY LINE OF VIKING ROAD AND THE BEGINNING OF A CURVE; THENCE, NORTHEASTERLY 590.69' ALONG THE ARC OF

SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 30 TO THE POINT OF BEGINNING; THENCE, CONTINUING \$89°28'57"W 1505.02' ALONG SAID SOUTH LINE TO THE SOUTH RIGHT OF WAY LINE OF VIKING ROAD AND THE BEGINNING OF A CURVE; THENCE, NORTHEASTERLY 590.69' ALONG THE ARC OF A 1441.50' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N64°22'25"E 586.56' ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, N85°13'10"E 64.09' CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE TO A CURVE; THENCE, NORTHEASTERLY 211.00' ALONG THE ARC OF A 1477.00' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N46°26'48"E 210.82' CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, N1°07'27"E 54.76' CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, NORTHEASTERLY 70.77' ALONG THE ARC OF A 1441.50' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N39°18'38"E 70.76' CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, N37°54'15"E 366.99' CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, S52°04'00"E 614.09'; THENCE, S0°31'03"E 412.28' TO THE POINT OF BEGINNING. PARCEL OF LAND CONTAINS 13.33 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SURVEYOR AND ENGINNER OWNERS OF RECORD

TRAVIS R. STEWART, P.L.S.

GREENHILL ESTATES INC.



FIRST AMENDMENT TO DEED OF DEDICATION FOR PINNACLE PRAIRIE COMMERCIAL SOUTH -PHASE II, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

THIS FIRST AMENDMENT TO DEED OF DEDICATION FOR PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE II, CEDAR FALLS, BLACK HAWK COUNTY, IOWA ("Amendment") is made an entered by Oster Partners, LP, an Iowa limited partnership, Greenhill Estates, Inc., an Iowa corporation, and Menard, Inc. (collectively, the "Owners") and hereby amend the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II, Cedar Falls, Black Hawk County, Iowa filed for record on June 14, 2012 in File No. 2012-00023471 ("Deed of Dedication") for the premises known as:

Pinnacle Prairie Commercial South-Phase II Cedar Falls, Black Hawk County, Iowa,

all of which is with the free consent and desire of the said Owners, and the Owners, and the Owners do hereby amend the Deed of Dedication as follows:

1. <u>Amendment.</u> Paragraph 11 of the "Streets, Sidewalks, Utilities and Sewers" section of the Deed of Dedication is hereby amended to strike the last sentence, and replace it with the following:

"Lot 2 shall be allowed to have one right-in right-out driveway providing access to Prairie Parkway."

2. Should any of the owners of Lots 2 through 6 fail to maintain their parcels in accordance with the Deed of Dedication, the owner of Lot 1 shall be allowed to provide notice to the owner of such default. If the default has not been remedied within 10 days, the owner of Lot 1 shall be allowed to perform the corrective actions itself and shall be allowed to bill its costs back to the applicable lot owner. For example, should the owner of a lot fail to cut the grass on its vacant parcel so that the parcel becomes unsightly, Menard, as the owner of Lot 1, may give notice, cut

the grass should the default persist, and invoice the applicable lot owner for the costs incurred. The owner of Lot 1 shall have the right to place a lien on any property for which it performs such curative work and does not receive reimbursement from the lot owner.

- Ratification. The parties acknowledge and agree that, except as amended herein, the 3. Deed of Dedication is in full force and effect and is hereby ratified and affirmed.
- Counterparts. This Amendment may be executed in as many counterparts as may be 4.

required and all counterparts shall collectively constitute a single instrument. IN WITNESS WHEREOF, this instrument has been signed at Nater 100, IR 50701, this 24 day of Jone, 2021. EXECUTED on 24, 2021 by Owners. **OWNERS:** OSTER PARTNERS, LP, an Illinois limited partnership (f/k/a Oster Family Limited Partnership)

> Print Name: Merrill Oster Title: General Partner

GREENHILL ESTATES, INC., an Iowa corporation

Print Name: Merrill Oster

Title: President

STATE OF COUNTY OF BLACK HAWK SS.

This instrument was acknowledged before me on the 44 day of 500e, 2021 by Merrill J. Oster, President of Greenhill Estates, Inc. and General Partner of Oster Partners, LP.



Notary Public in and for the State of Inva

{This section left intentionally blank.}

MENARD, INC, a Wisconsin corporation

Printed Name: Theron J. Berg

Title: Real Estate Manager

STATE OF WISCONSIN) ss.
COUNTY OF EAU CLAIRE)

This instrument was acknowledged before me on the 23th day of 5mc, 2021 by Theron J. Berg, Real Estate Manager of Menard, Inc.



Notary Public in and for the State of Wisconsin



R 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: Michelle Pezley, Planner III

Matthew Tolan, EI, Civil Engineer II

DATE: June 30, 2021

SUBJECT: Pinnacle Prairie South Commercial Phase V Preliminary and Final Plat.

REQUEST: Request to approve the preliminary and final plat for Pinnacle Prairie. Cases

#PP21-001 and #FP21-001

PETITIONER: Oster Family Limited Partnership, owner; Steve Gorman, Deschutes

Investment LLC, developer; Alex Bower, Robinson Engineering Company,

Engineer

LOCATION: The property is located at the northeast corner of Viking Road and Prairie

Parkway intersection or 5909 Prairie Parkway

PROPOSAL

The petitioner proposes to replat Lot 2 of Pinnacle Prairie Commercial South Phase II into four lots. The property is located at the northeast corner of Viking Road and Prairie Parkway intersection. Menards is to the north of the property. The applicant submitted the preliminary and final plat applications for the replat to be reviewed concurrently. The applicant proposes access to each lot through the private road. The private road will have direct access to Prairie Parkway.

BACKGROUND

The property is part of the Pinnacle Prairie Master Plan that was adopted by the City in 2004. The City approved Pinnacle Prairie Commercial South Phase II in 2012. As part of the approval for Pinnacle Prairie Commercial South Phase II, the lots are not allowed direct driveway access to Prairie Parkway.

With the proposed re-subdivision of Lot 2, the applicant proposes a new private street that would provide access to the new lots created with an access point from Prairie Parkway that will be a right-in and right-out only between lots 1 and 2 and extend north to intersect with Brandilynn Boulevard. Prior to approval of this re-





subdivision of Lot 2, the original Deed of Dedication will have to be amended to eliminate the restriction on access to Prairie Parkway (see agenda item memo for the Amendment to the Deed of Dedication to Pinnacle Prairie Commercial South Phase II). The amended Deed of Dedication for Phase II is attached. The private street that is north to south in the proposed subdivision to Brandilynn Blvd will be in line with Menard's access point to the north.

Storm water regional plan was created as part of the Master Plan for Pinnacle Prairie. The applicant proposes to connect to the regional storm water system for the future developments of this plat.

ANALYSIS

The petitioner, Deschutes Investment LLC, proposes a preliminary and Final Plat for Pinnacle Prairie South Commercial Phase IV; a resubdivision of lot 2 of Pinnacle Prairie into 4 lots. The original lot is 3.51 acres. The site is located at the northeast corner of Viking Road and Prairie Parkway intersection.

The property is zoned Highway Commercial (Hwy-1). There are 20-foot setbacks along the perimeter of the plat and along the public right-of-way. The setbacks are shown on the final plat.

As proposed, the petitioner proposes a private street that will provide access to

39.00'

N8759'03"E 201.47'(M)

N8759'03"E 201.52'(R)

154.00'

LOT 40.00' UTILITY EASEMENT

25.00' ACCESS EASEMENT

26.00' ACCESS EASEMENT

27.00' ACCESS EASE

the proposed lots. Private streets are not preferred but they are acceptable. The private street also helps the applicant move forward with their proposal of the UnityPoint Clinic (SP21-006). The Deed of Dedication creates an association to manage the maintenance of the private streets, private utilities, and common shared property. The petitioner will connect to the regional stormwater system that is already installed from the development of Pinnacle Prairie Phase II.

The applicant also proposes the north/south private street be aligned with the Menards' access point. The eastern boundary of the subdivision is centered with the Menards' access point. Therefore, the applicant proposes a 25-foot easement be included along the northern half of the eastern subdivision boundary and an additional 25-foot easement that would be on Lot 3 of Pinnacle Prairie South Commercial Phase II, to install the private street. (see separate agenda item for the easement on lot 3)

Setbacks are on the face of the plat are consistent with the required setbacks within the Hwy-1 Zoning District.

The applicant supplied all the required documents that are required for a final plat including the Deed of Dedication, Surveyor Certificates, Black Hawk County Auditor approval of the subdivision name, Attorney's Title Opinion. The property owner does not have a mortgage on the property; therefore, the statement from the lienholder is not required.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. The proposed final plat is conforming to the preliminary plat and associated conditions as discussed by the applicant and staff. The petitioner has met that criterion and the associated conditions.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas, and communication services are available to the site. The developer will extend the utility services to the proposed development. The easements identified on the plat satisfy Public Works and CFU requirements.

All the utilities and internal street connections within the proposed subdivision will be kept in private ownership. The placed internal private infrastructure is able to serve the platted lots with access to public streets and right-of-way. All the placed utilities are available for development for the platted lots. The City Engineer has determined that the plan meets the City's subdivision requirements. Appropriate one-way signage will be required at the intersection of the private street with Prairie Parkway, since the median will allow only right-in, right-out movements at this access. Full-access will be provided at the intersection of the private street with Brandilynn Boulevard.

There is a 10 foot wide Viking Road Trail that runs along the southern boundary of the site. The Viking Road Trail connects to the Prairie Parkway Trail that is western edge of Prairie Parkway.

To meet the requirements of the placement of the sidewalk at the southeast corner of Viking Road and Prairie Parkway, the applicant will dedicate a small corner of the parcel for additional right-of-way. The developer for the Pinnacle Prairie Commercial South Phase II was given 5 years to add the sidewalks along Prairie Parkway and Brandilynn Boulevard for Lot 2. Staff recommends requiring the sidewalk along Prairie Parkway to its intersection with the sidewalk connection at the roundabout at Brandilynn Boulevard at the time of development of Lot 2 (with UnityPoint Clinic), The sidewalk along Brandilynn Boulevard would be installed to the eastern extent of the plat at the time of development of Lot 1 or 4, whichever is developed first. This will help avoid sidewalk gaps along this frontage.

A courtesy mailing was sent to the neighboring property owners on June 3, 2021.

Planning and Zoning Commission Recommendation

Planning and Zoning Commission recommends the approval of #PP21-001 and #FP21-001, a preliminary and final plat for property located at 5909 Prairie Parkway in the Hwy-1 Commercial District, subject to:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conform to all city staff recommendations and technical requirements.

PLANNING AND ZONING

Discussion 6/9/2021

Acting Chair Holst introduced the item and Ms. Pezley provided background information. She explained that the site is located on the northeast corner of Viking Road and Prairie Parkway. The applicant proposes to re-plat Pinnacle Prairie Commercial South Phase II Lot 2 into four lots. The Deed of Dedication would be revised to allow access onto Prairie Parkway, which will allow a private street to be constructed from

Prairie Parkway to Brandilynn. The access point at Brandilynn would align with the access to Menard's to the north, which will require a 25 foot access easement to be granted by the owner of Lot 3 within the original subdivision. The access to Prairie Parkway will be right-in / right-out only due to the median in Prairie Parkway. The streets are proposed to be private and will be maintained by the owner's association. Stormwater is proposed to connect to the regional stormwater system as approved with the previous subdivision. Final wording of the deed of dedication is being worked out with the applicant. Staff recommends continuing discussion on the preliminary and final plats to the June 23 meeting.

The applicant was available via zoom but was unable to speak due to technical issues. There was a brief discussion regarding the private street and right in/right out access to Prairie Parkway. Ms. Howard noted that it will be important to carefully sign the access to Prairie Parkway as "one-way."

The items will be continued at the next Planning and Zoning meeting.

6/23/21 Review and Recommendation

Chair Leeper stated that he has a conflict with the application and Vice-Chair Larson would be leading this agenda item. Vice-Chair Larson introduced the application for the preliminary subdivision. Ms. Pezley provided an overview of the site and surrounding properties and highlighted the Viking Road Trail that connects to Cedar Prairie Trial She explained that the parcel is located at the northeast corner of Viking Road and Prairie Parkway, and that the applicant is proposing to replat the Pinnacle Prairie Commercial South Phase II Lot 2. The Deed of Dedication would need to be revised to allow access onto Prairie Parkway by way of two private streets. The applicant proposes to connect stormwater to the regional stormwater plan as approved by the Pinnacle Prairie Master Plan. The property is in the HWY-1, Highway Commercial Zoning District which requires 20- foot setbacks along the perimeter of the plat and public rightof-ways. A private street will be installed with the first building on the subdivision and the owners association will maintain private streets, private utilities, and common shared property. The north/south street will be aligned with the Menards access and sidewalks will also be installed. Staff recommends approval of the preliminary and final plats for the property.

The applicant, Alex Bower, of Robinson Engineering Company stated that the property owner, Merrill Oster, is working on selling lot 1 and they request the lot line for lot 1 to move 15 feet to the east. He recommends an access easement over the boundary line. Ms. Pezley recommended continuing the hearing to the next meeting with a new plat. Mr. Holst also pointed out that the applicant could move forward with the application as proposed and come back to the review process for the boundary adjustment. Staff said there is an administrative process for a lot line adjustment that the application may be reviewed under. The applicant agreed with moving forward with the application as proposed.

Ms. Prideaux asked if the easements would be affected by the modification

to the boundary line adjustment. Ms. Pezley said yes, the utility easement would need to be modified. Mr. Bower pointed out that he proposes an access easement to provide additional movement for lot 4. Mr. Bower requests to move forward with the application as proposed. Mr. Holst moved to approve the preliminary plat as proposed. Ms. Saul seconded the motion. The motion was approved. 7 ayes (Hartley, Holst, Larson, Prideaux, Saul, Schrad, and Sears), Leeper abstained, and 0 nays.

There were no further comments regarding the final plat. Ms. Saul moved to approve the final plat as presented. Ms. Prideaux seconded the motion. The motion was approved. 7 ayes (Hartley, Holst, Larson, Prideaux, Saul, Schrad, and Sears), Leeper abstained, and 0 nays.

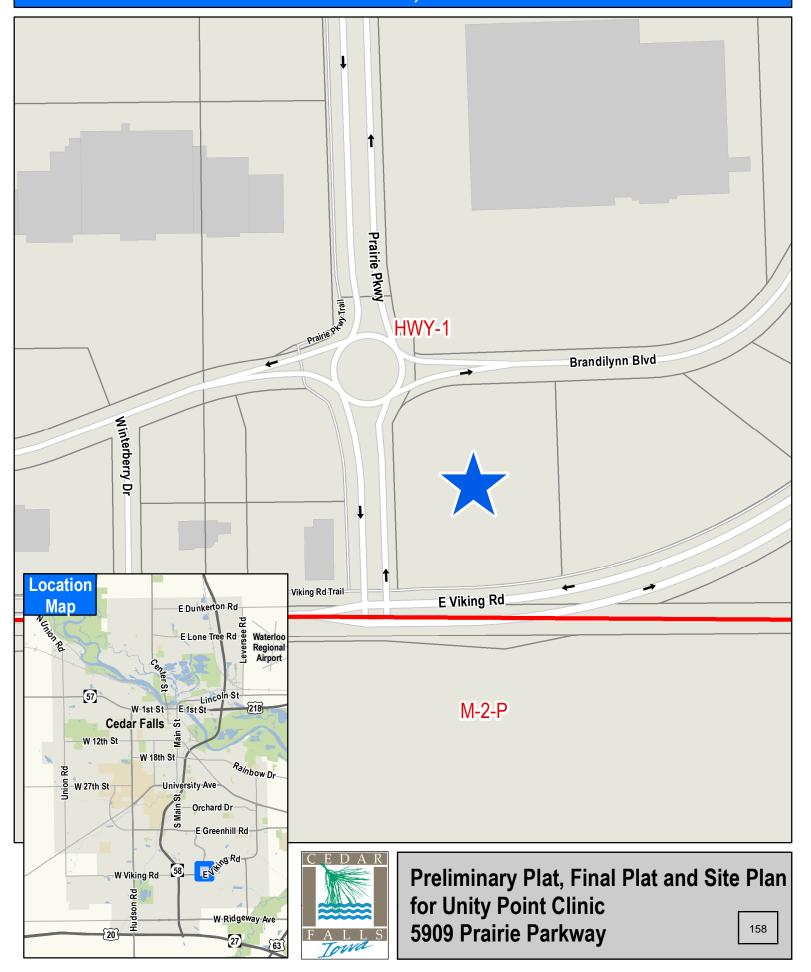
Attachments: Location map

Preliminary Plat Final Plat

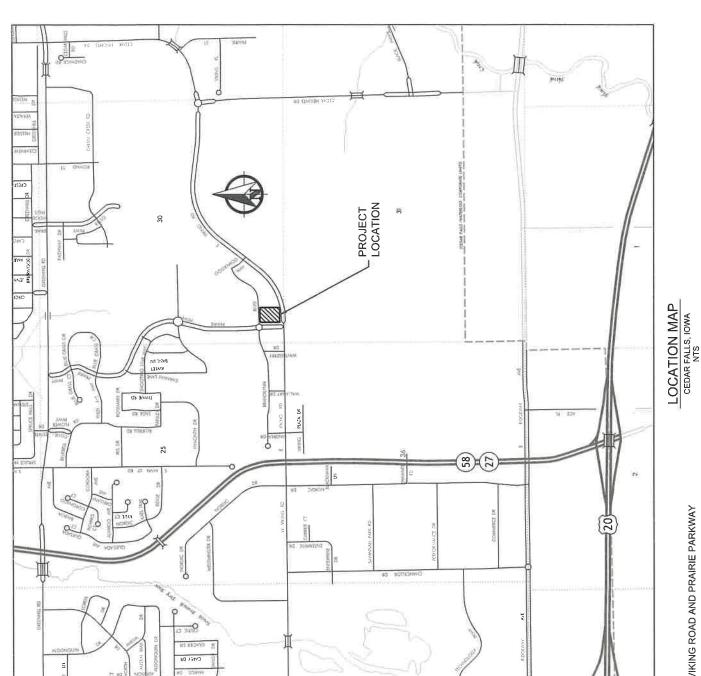
Surveyor Certificate Deed of Dedication Easement for lot 3

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

Cedar Falls Planning & Zoning Commission June 09, 2021



PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE V, CEDAR FALLS, BLACK HAWK COUNTY, IOWA



SITE ADDRESS NORTHEAST QUADRANT VIKING ROAD AND PRAIRIE PARKWAY

LEGAL DESCRIPTION LOT 2 IN PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE 2

CEDAR FALLS BLACK HAWK COUNTY

PARCEL ID 8913-30-351-010

OWNER OSTER FAMILY LIMITED PARTNERSHIP 3957 75th STREET AURORA, IL 60504

DEVELOPER
DESCHUTES INVESTMENTS, LLC
2642 ARBORETA COURT
CARMICHAEL, CALIFORNIA 95608

CIVIL ENGINEER
ROBINSON ENGINEERING
819 SECOND STREET NE
INDEPENDENCE, IOWA 50644
319-334-7211
PROJECT CONTACT: ALEX BOWER
ENGINEER: MONICA SMITH

STATE OF IOWA

ZONING HWY-1 - HIGHWAY COMMERCIAL (CURRENT, NO CHANGE PROPOSED)

LOT INFORMATION LOT SIZE CURRENT: 152,827 S.F. / 3.51 ACRES

SETBACKS PER ZONING

FLOOD PLAIN NOT APPLICABLE

STORM WATER MANAGEMENT REGIONAL DETENTION PER PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II

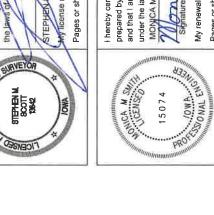
TOPOGRAPHIC CHANGES
GENERALLY FOLLOW THE CURRENT DRAINAGE PATTERS. ROADWAY WILL INTERCEPT
SOME DRAINAGE WITH CONVEYANCE TO STORM SEWER SYSTEM AS PART OF THE
CURRENT DEVELOPMENT.

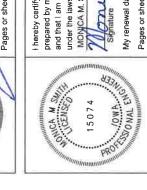


Jona Lie. No. 1302

6/2/2021 SUBMITTAL 2

OF SHEET





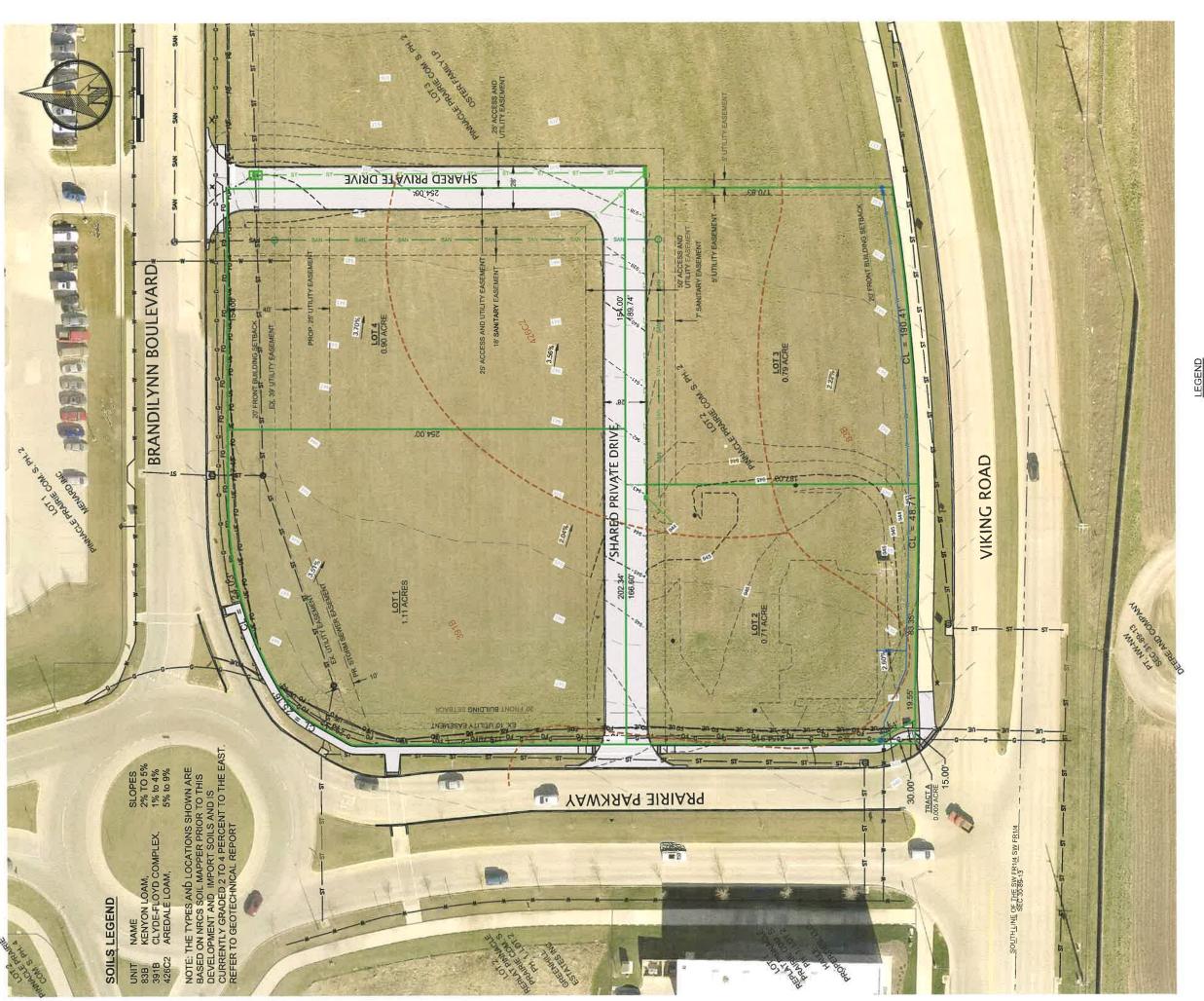
date is December 31, 2021

Robinson Engineering Company
Consulting Engineers

819 Second Street NE Independence, Iowa 50644 319-334-7211

159

319-540-5263 www.scottsure email@scottsurvey.com P.O. Box 315, Center Point, IA 52213-0315

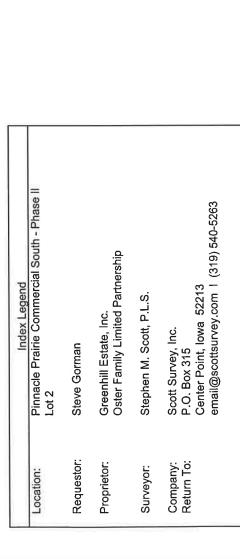


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PRELIMINARY PLAT

6/2/202 SUBMITTAL 2 OF

Robinson Engineering Company Consulting Engineers



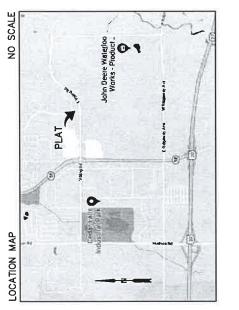
PROPERTY LOCATION: PARCEL: 8913-30-351-010 SW 1/4 SW 1/4 30-89-13

GREENHILL ESTATES, INC.
OSTER FAMILY LIMITED
PARTNERSHIP
GREENHILL ESTATES INC
3957 75TH STREET
AURORA, ILLINOIS 60504 ITOR (OWNER): ILL ESTATES, INC.

REQUESTED BY/DEVELOPER: STEVE GORMAN DESCHUTES INVESTMENTS, LLC 2642 ARBORETA COURT CARMICHAEL, CALIFORNIA 95608

SURVEYOR:

Pinnacle Prairie Commercial South-Phase V A REPLAT OF LOT 2 PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II CEDAR FALLS, BLACK HAWK COUNTY, IOWA **FINAL PLAT**



		THE STATE OF THE PROPERTY OF T
BRANDILYNN BLVD. 40.00' UTILITY EASEMENT 40.00' UTILITY EASEMENT 25.00' ACCESS EASEMENT 25.00' ACC	5° UTILITY EASEMENT 170.83° W(M) 424.83° (M) N2°C	200,
39.00' N87'59'03"E 20147'(M) N87'58'22"E 20147'(M) N87'58'22"E 20152'(R) N87'58'22"E 20152'(R) N87'58'22"E 20152'(R) N87'58'22"E 20152'(R) N87'58'22"E 20147'(M) N87'59'03"E ASEMENT 18" N87'59'03" N87'59'03"E ASEMENT 18" N87'59'03" N87'59'03' N87'59'03' N87'59'03' N87'59' N87'59	25.00' 29.00' 154.00'	0, 100' GRAPHIC SCALE: 1" = 100'
(3.5.9) (A.8.1) (A.8.1	36 (M&R) 36 (MATS) '01" (M) 37 (MATS) '01" (M) 38 (MATS) '01" (
STEPHEN M. SCOTT 3426 STANDLEA ROAD TODDVILLE, IA 52341 319-540-5263 DATE OF SURVEY: MARCH, 2021 APPLIANCE OF SURVEY: MARCH, 2021 APPLIANCE OF SURVEY: MARCH, 2021	TRACT A PRAIRIE PARKWAY W.O. 1/2" REBAR W.O. 1/2" REBAR TRACT A PRAIRIE PARKWAY TRACT A PRAIRIE PARKWAY O.0005 ACRE TO 0.005 ACRE TO 0	

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						r.
DELTA ANGLE	10*16*53"	02.05'36"	08*11*17"	29*36*16"	30'24'13"	WE'V
CHORD BEARING	S84*09'03"W	S88*14'42"W	S83.06'15"W	N41'40'50"E	N72'46'53"E	_
CHORD LENGTH	238.97'	48.72	190.41	25.16'	124.03′	NOTES
ARC LENGTH	239.29'	48.72	190.57	25.44	125.50	Z ΩZ QZ Q
RADIUS	1333.50'	1333.50	1333.50*	49.24'	236.50*	GEND
CURVE	2	C2	C3	C4		LEGE

- PROPERTY CORNER(S), FOUND (or as noted)
 (1/2" rebor w/ orange plastic cap
 embossed with "LS 17182")
 PROPERTY CORNERS SET**
 (1/2" rebor w/ red plastic cap
 embossed with "SCOTT 13842")
 LOT LINES, INTERNAL
 EASEMENT LINES, WIDTH & PURPOSE NOTED
 20" FRONT BUILDING SETBACK
 REORDED DIMENSIONS
 MEASURED DIMENSIONS

 $\mathbb{E}^{\mathbb{Z}}$

UNIESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS BASIS OF BEARING IS GPS GEODETIC NORTH

Legal Description: Lot 2, Pinnacle Prairie Commercial South—Phase II, Cedar Falls, Black Hawk County, Iowa

acres, subject to easements and (Said parcel contains 3.51 restrictions of record.)

> SURVEY Stephen M. Scott, P.E. & L.S. Civil Engineer & Land Surveyor SCOTT

www.scottsurvey.com 319-540-5263 www.scottsur-email@scottsurvey.com Box 315, Center Point, IA 52213-0315

NOTE: TRACT A (0.005 ACRE) IS TO BE DEDICATED TO CEDAR FALLS FOR ROAD RIGHT OF WAY. ZONING; HWY -1 HIGHWAY COMMERCIAL BUILDING AND SETBACK REQUIREMENTS: FRONT YARD: 20'

SIRVEYOR STEPHEN P. SP.

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 lowa.

STEPHEN M. SCOTT, P.L.S. My licepse renewal date is Deco

ember 31, 2022

Pages or sheets covered by this seal:

THIS PAGE ONLY

PROJECT NO. 2197

Item 21.

SURVEYOR'S CERTIFICATE

PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE V, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, is a subdivision of Lot 2, Pinnacle Prairie Commercial South-Phase II, Cedar Falls, Black Hawk County, lowa

For a more definite location and description, reference is made to a Final Plat attached hereto and made a part hereof.

Said PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE V, CEDAR FALLS, BLACK HAWK COUNTY, IOWA is divided into four (4) lots, labeled Lot 1 (one), Lot 2 (two), Lot 3 (three) and Lot 4 (four). The label of the lot is designated on the Final Plat by figures near the center of the lot. The dimensions of the lot, the width of the street and the distances from the lines and corners are shown in feet and decimals thereof on said Plat. The owners are setting apart and dedicating the public easements for the purposes shown on said plat.

Survey monumentation has been confirmed or established pursuant to Section 355.6, Code of Iowa, and details of said monumentation are depicted in the Legend of said Final Plat.

I, Stephen M. Scott, do hereby certify that this survey and plat was prepared by me and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Executed at Cedar Rapids, Iowa, this 29th day of June, 2021.

STEPHEN M. SCOTT 13842

Stephen M. Scott, P. L.S. No. 13842 My License Renewal date is December 31, 2022

OWNER'S STATEMENT AND DEED OF DEDICATION FOR PINNACLE PRAIRIE COMMECIAL SOUTH – PHASE V

KNOW ALL MEN BY THESE PRESENTS:

That Greenhill Estates, Inc. and Oster Partners, LP, hereinafter "Owners", being desirous of setting out and platting into lots and streets the land described in the attached legal description, Exhibit "A", do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Black Hawk County, Iowa, the same to be hereafter known as:

Pinnacle Prairie Commercial South – Phase V Cedar Falls, Black Hawk County, Iowa

all of which is with the free consent and desire of the Owners. Menard, Inc., hereinafter "Menard", is also a party to this Deed of Dedication as the owner of the Lot 1 in Pinnacle Prairie Commercial South – Phase II, but for no other purpose, and Menard shall not be liable for any obligations of an Owner outlined herein nor shall this document be construed to add obligations on Menard other than those found in the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II.

DECLARATION OF EASEMENTS

The Owners hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sewer, gas, electricity, communication service, or cable television, perpetual non-exclusive easements for the construction, laying building, and maintenance of said services, including underground facilities and related surface mounted equipment such as meter boxes, junctions and cabinets, for said services, over, under across, and upon the property in the locations identified as utility easements on the attached Plat, Exhibit "B", and easement Exhibit "C".

DEDICATION OF RIGHT-OF-WAY

The Owners hereby dedicate and set apart to the public and for the public's use Tracts A as shown and laid out on the Plat and all subject to the easements set forth herein.

RESTRICTIONS

The Owners do hereby covenant and agree for themselves and their successors and assigns that each and all of the lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make for any of said lots and that such restrictions shall run

with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

- 1. The Owner of each lot, vacant or improved, shall keep said lot free of weeds and debris, and any onsite trash and garbage collection sites shall be screened from public view and maintained in a neat and orderly fashion.
- 2. The Development of this property shall be in accordance with and governed by the HWY-1 Highway Commercial District and as set forth in the Cedar Falls Zoning Ordinance as amended from time to time. Use of this property shall be governed by the Zoning District restrictions which are applicable thereto.
- 3. Development of this property will further be in accordance with Design Guidelines for Pinnacle Prairie, which have been established by the owners and developers. These Guidelines shall further govern the development, construction and usage of the lots and tracts in this subdivision, including but not limited to, design, materials, signage, landscaping, plantings, parking, lighting, and buildings. Said Guidelines may be amended or altered by the Design Committee as the Committee deems necessary.
- 4. A Design Committee has been established to maintain the standards established in the Pinnacle Prairie Design Guidelines. The Committee shall provide information and assistance to purchasers of applicable lots in the Design Review Process established by the Committee. Approval of the Committee shall be required as to all construction, including but not limited to design, materials, signage, landscaping, plantings, parking, lighting, and buildings. Design requirements shall be a condition prerequisite to construction, and these requirements, once established, shall continue to be binding on purchasers of applicable lots in this subdivision, their transferees, successors, grantees, heirs, and assigns.
- 5. Each person or entity who is a record owner of Pinnacle Prairie Commercial South-Phase V shall become a member of an Owners Association to be established by the Owners. This Association shall be responsible to maintain common areas, including, but not limited to, landscaping, sidewalks, medians, vegetation, private drives, private streets, monuments and signage, and any and all other improvements and common areas, private drives, private streets, basins, storm water drainage and detention areas and other common areas. A Charter has been established which prescribes the responsibilities and obligations of said lot owners and which provides for sharing and assessment of costs. The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any person or entity holding any interest in such property, as well as their respective guests and invitees. The record owners of each lot within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the association) and shall remain a member as long as said owners hold title to such property. Membership in the association shall be appurtenant to and may not be separated from ownership of such lot. The association shall be organized to perform such

obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing a Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the association and such liability for the share of the common expenses of the association as described in the Charter and the bylaws of the association. The financial obligations of each record owner to the association shall be a personal obligation of such owner and shall be secured by a lien in favor of the association against the owners' property under the Charter. Any provisions above to the contrary notwithstanding.

- 6. All sanitary and stormwater utilities shall be privately owned by the record owners of Pinnacle Prairie Commercial South-Phase V and maintained by the Owners Association of Pinnacle Prairie Commercial South-Phase V.
- 7. All record owners of Pinnacle Prairie Commercial South-Phase V shall be restricted from constructing any building on any utility easements on the attached Plat, Exhibit "B", and easement Exhibit "C".
- 8. There shall be no direct lot access to Viking Road, Prairie Parkway, or Brandilynn Boulevard. All accesses for lots 1-4 shall be restricted to the internal private drive. Said private drive shall be located within an easement to the benefit of all lot owners within the subdivision as shown on the plat, including the off-site easement as shown on Exhibit "C" attached hereto, granted by the owner of Lot 3 of Pinnacle Prairie Commercial South, Phase II to the benefit of all lot owners within Pinnacle Prairie Commercial South Phase V.
- 9. If any parties or their transferees, successors, grantees, heirs or assigns shall violate or attempt to violate any of the restrictions, covenants or requirements herein, it shall be lawful for any person, party or entity owning property in this subdivision to prosecute any proceedings at law or in equity against any party or parties violating or attempting to violate any such covenants, restrictions or requirements, for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees to be determined by the Court and not by statute.
- 10. Invalidation of any of these restrictions by judgment, decree or court order shall in no way affect any of the other provisions of this Deed of Dedication and such other provisions shall remain in full force and effect.
- 11. The covenants and restrictions set forth in this Deed of Dedication shall run with the land and shall inure to the benefit of and be enforceable by the owner of any land located in the plat, which is the subject of this Deed of Dedication, and their legal representatives, heirs, successors and assigns for a term of twenty-one (21) years from and after the date of filing of this plat in the office of the Recorder of Black Hawk County, Iowa. Said covenants and restrictions

may be extended for successive twenty-one (21) year periods thereafter, upon the filing of a verified claim by the owner of any one (1) lot or tract of land in the subdivision, in the manner provided in Iowa Code Sections 614.24-614.28, Code of Iowa.

STREETS, SIDEWALKS, UTILITIES AND SEWERS

The Owners, in consideration of approval of this Plat by the City of Cedar Falls, Iowa, agree for themselves, their successors and assigns, as follows:

- 1. Prior to issuance of an occupancy permit for any development on any lot within Pinnacle Prairie Commercial South Phase V, a concrete sidewalk built to City Engineer's specifications, a minimum of four inches thick and 5 feet wide, shall be constructed and approved by the City within the public ROW along Prairie Parkway from the Viking Road pedestrian trail to the intersection of Brandilynn Boulevard and including accessibility ramps as required by law. Prior to issuance of an occupancy permit for development on either Lot 1 or Lot 4, a concrete sidewalk built to City Engineer's specifications, a minimum of four inches thick and 5 feet wide, shall be constructed and approved by the City within the public ROW along Brandilynn Boulevard from its intersection with Prairie Parkway to the extent of the plat, including accessibility ramps as required by law. The sidewalks called for herein shall be in accordance with City specifications, and performed under the supervision of the City Engineer.
- 2. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the subdivision will be provided.
- 3. That underground utilities, as required by the City of Cedar Falls Subdivision Ordinance, shall be installed.
 - 4. That City water shall be installed as required by the Cedar Falls Municipal Utilities.
- 5. That municipal fire hydrants will be installed as required by the Cedar Falls Public Safety Department.
- 6. That storm sewers will be installed as required by the City Engineer of the City of Cedar Falls. Additionally, the Owners shall provide management and maintenance of detention areas for storm water as required by the City Engineer and these duties and responsibilities shall be effectuated through the Association, Charter or Maintenance Agreement as applicable. Said areas were previously established as part of Pinnacle Prairie Commercial South-Phase II.
 - 7. That handicap ramps will be provided as required by law.
- 8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls, Iowa.

- 9. All signs erected on any lot in said subdivision, including building wall signage will comply with the applicable Zoning Ordinance requirements.
- 10. Owner and its successors and assigns shall comply with the site plan review process and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.
- 11. The parties to this Deed of Dedication acknowledge and affirm that the property in Pinnacle Prairie Commercial South-Phase V is subject to that certain Deed of Dedication for Pinnacle Prairie Commercial South-Phase II and nothing herein shall amend or terminate the obligations contained therein.

[signature page to follow]

IN WITNESS WHEREOF, this in Waterloo IA, this Jy day of June 50701 EXECUTED on June 24, 202	
	OWNERS:
	OSTER PARTNERS, LP, an Illinois limited partnership (f/k/a Oster Family Limited Partnership) By: Print Name: Merrill Oster Title: General Partner
	GREENHILL ESTATES, INC., an Iowa corporation By: Aprint Name: Merrill Oster Title: President
STATE OF 10WA) COUNTY OF Black Hawk)	SS.
This instrument was acknowledged before n Oster, President of Greenhill Estates, Inc. an	ne on the 24 day of June, 2021 by Merrill J. nd General Partner of Oster Partners, LP. Notary Public in and for the State of 1000



Menard is signing this Deed of Dedication solely for the purpose of acknowledging that the lots burdened thereby are also included in the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II, however such acknowledgment shall in no way act as a waiver of any of the obligations of such lot owners under the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II

MENARD, INC.

Ву:	
Print Name:	
Title:	

Menard is signing this Deed of Dedication solely for the purpose of acknowledging that the lots burdened thereby are also included in the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II, however such acknowledgment shall in no way act as a waiver of any of the obligations of such lot owners under the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II

MENARD, INC.

Print Name:

Title: Real Estate Maray

Prepared by Corey R. Lorenzen, Lorenzen Law Firm, P.C., 4817 University Ave, Ste. D, Cedar Falls, IA 50613 319-260-2613

UTILITY AND ACCESS EASEMENT AGREEMENT

Oster Partners, L.P. and Greenhill Estates, Inc., the owners of the property legally described as Pinnacle Prairie Commercial South Phase II Lot 3 ("Lot 3") grants and conveys to the City of Cedar Falls, Iowa, the owners of Lots 1, 2, 3 and 4 in Pinnacle Prairie Commercial South Phase V, their successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sewer, gas, electricity, communication service, or cable television, a permanent easement over, under, and across the following described real estate for the construction, repair, and maintenance of a private street, sanitary sewer, utilities, and drainage together with a right of ingress and egress, to the real estate described as follows:

See Exhibit "A" attached hereto.

This Easement is granted in consideration of approval by the City of Cedar Falls, Iowa, of the subdivision plat for Pinnacle Prairie South Phase V, City of Cedar Falls, County of Black Hawk, State of Iowa.

EXECUTED on June 24, 2021 by Seller.

OSTER PARTNERS, L.P., an Illinois limited partnership (f/k/a Oster Family Limited Partnership)

By: Merrill Oster
Title: General Partner

GREENHILL ESTATES, INC., an Iowa

corporation

Print Name: Merrill Oster

Title: President

STATE OF HLINOIS, COUNTY OF Black Hawk

This instrument was acknowledge before me on this 24 day of June, 2021 by Merrill J. Oster, General Partner of Oster Partners, L.P., and President of Greenhill Estates, Inc.

Notary Public in and for the State of Illinois



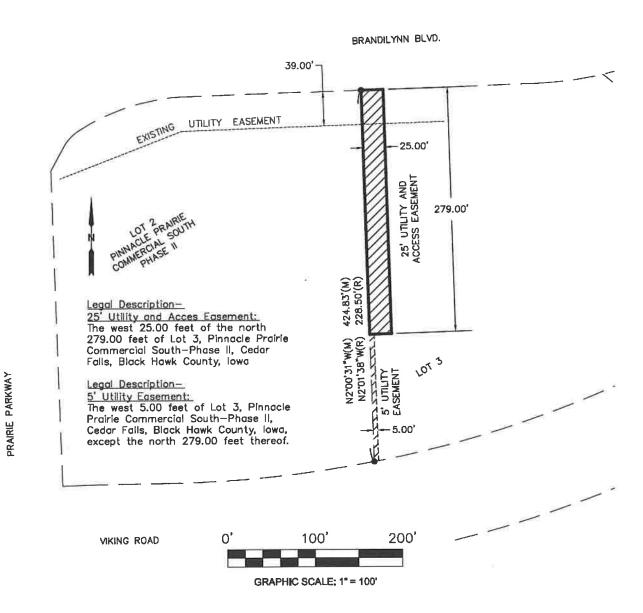
APPROVAL OF EASEMENT

Agreement.
Dated this day of, 2021.
City of Cedar Falls, Iowa
By: Robert M. Green, Mayor
Attest
Jacqueline Danielsen, MMC, City

Clerk

EASEMENT EXHIBIT Pinnacle Prairie Commercial South-Phase II A PART OF LOT 3

CEDAR FALLS, BLACK HAWK COUNTY, IOWA





Stephen M. Scott, P.E. & L.S. Civil Engineer & Land Surveyor

319-540-5263 email@scottsurvey.com www.scottsurvey.com

P.O. Box 315, Center Point, IA 52213-0315

revised 05/05/2021 PROJECT NO. 2197302



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council

FROM: Michelle Pezley, Planner III

DATE: June 30, 2021

SUBJECT: UnityPoint Clinic Site Plan: Case # SP21-006

REQUEST: Site plan approval for construction of a new UnityPoint Express Clinic

PETITIONER: Oster Family Limited Partnership, owner; Steve Gorman, Deschutes

Investment LLC, developer; Alex Bower, Robinson Engineering Company,

Engineer

LOCATION: Northeast corner of Prairie Parkway and Viking Road or 5909 Prairie Parkway

PROPOSAL

The applicant proposes to construct a one story, 4,001 square foot clinic, on Lot 2 of Pinnacle Prairie South Commercial Phase V. The site plan illustrates the location of the

clinic, parking for employees and patients, and a dumpster enclosure. The proposed layout of the site sits on 0.71 acres with vehicular access to the private street that is part of the proposed preliminary and final plat for Pinnacle Prairie South Commercial Phase V application (PP21-001 and FP21-001) that is connected to Prairie Parkway and Brandilynn Boulevard.

BACKGROUND

The property is part of the Pinnacle Prairie Master Plan that was adopted by the City in 2004. The City approved Pinnacle Prairie Commercial South



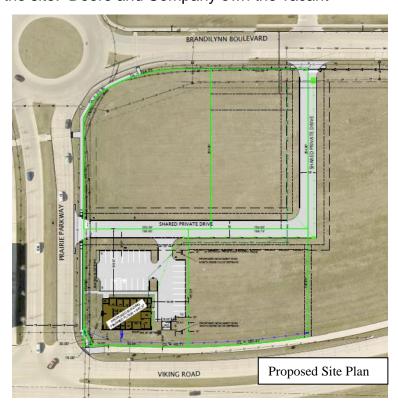
Phase II in 2012. Menards is to the north of the site and Discount Tire, Collins Community Credit Union, BioLife, Ross Dress for Less, Hobby Lobby, HomeGoods, and Dollar Tree are located to the west of the site. Deere and Company own the vacant

land to the south. Pinnacle Prairie Owner's Association has reviewed the plans for the site.

ANALYSIS

The HWY-1 District is intended to promote general service commercial uses that serve a broader market area (i.e. city-wide or regional customer base). The ordinance requires a detailed site plan review prior to approval in order to ensure that the development site satisfies several basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:



- 1) <u>Use:</u> Any commercial or retail use intended to serve the traveling public or a regional customer base is listed as a permitted use in the HWY-1 District and a health clinic fits into that category. **Use is allowed.**
- 2) Setbacks: There is a platted building setback of 20 feet along all three frontages (Viking Road, Prairie Parkway, and the Private Drive). The building is 23 feet from Viking Road, 24 feet from Prairie Parkway, and 49 feet from the private street. At these distances the building meets the setback requirement. The side yard setback is 5 feet. The district also requires that a 20-foot landscaped setback be maintained along streets and accessways, which in this case would include the private street. Drives, aisles, and parking areas may not encroach into this landscaped setback. The applicant's site plan conforms to these standards. Building setbacks are satisfied. The parking lot setbacks are also satisfied.
- 3) Parking: Medical or Dental Clinics require five parking spaces, plus one additional parking space for each 200 square feet of gross floor area over 1,000 square feet. The floor area of the building is 4,001 square feet. The use will require 20 spaces and the applicant proposes 27 spaces. The parking meets the zoning standards

with minimum stall dimensions of 9' x 19' and a 24-foot wide aisle. **The amount and dimension of the parking stalls and drives are met.**

4) Open Green Space: The HWY-1 District requires that open green space/landscape area be provided at the rate of 10% of the development site excluding the required 20-foot landscaped setback area. Below is a summary that details how this provision is met.

Provided Open/Green Space	4,120 SF	21%
Required Open/Green Space	1,938 SF	10%
setback)		_
New Development Site(excluding 20-foot landscape	19,374 SF	

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets, and required setbacks. For clarity, the 3,886 square feet is the provided green space in addition to the landscaped setback.

The open green space exceeds the minimum requirement and is well distributed.

5) Landscaping: The HWY-1 District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area which comes to 620 points required. Their plan achieves 835 points. An additional 450 points are required for street tree planting and their plan achieves 520.

Trees are required in the vehicular use area at the rate of one overstory tree per 15 parking spaces. This equates to a requirement of 2 overstory trees. That is the amount proposed within the parking area to meet this requirement.



In addition to parking lot trees, there are trees located along the street frontages, with shrubs and additional trees being located around the buildings and parking areas as required. **Landscaping requirements are met.**

6) <u>Building Design: The HWY-1 zone requires a design review of various elements.</u> The intent of the zone is to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and

interchanges. It is further the purpose of the zone to encourage high standards of building architecture and site planning. The elements in the code are noted below with a review of how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

Renderings of the proposed building have been submitted. The scale and proportion of the new building will be similar to other nearby establishments. It is 1-story with variable wall heights where the flat roof with additional parapets with the highest point at 21 feet. The neighboring buildings to the east and west have similar dimensions. Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet around the edge. The applicant proposes a flat roof with additional parapets to provide a variation to the roofline. Staff finds that the design is compatible with the surrounding buildings.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new building would present to the new private road and Prairie Parkway. Due to the nature of the use to be more private in nature, the building is designed to provide light into the building while protecting patients' privacy. There is a good balance of the other materials and colors that provide a transition to the less transparent rear of the building. Overall, the patterns meet or exceed the City's standards.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

The applicant proposes windows, fiber cement siding, and corrugated metal panels for the new building's exterior materials. All of the materials provide a sleeker modern feel that strikes a balance between color and

texture. Staff finds that these material and texture choices are compatible with those of adjacent buildings.

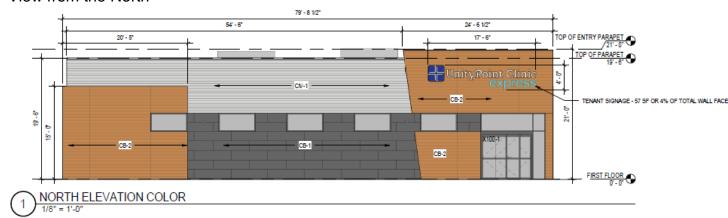
Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

The applicant proposes the building features to be a very neutral color palate. The applicant proposes a dark gray fiber cement, a redwood fiber cement vertical panels, and light gray corrugated metal accent panels. The fiber cement siding is an inconspicuous gray cobblestone color that blends in with the color scheme. Staff finds no issues with the choice of colors.

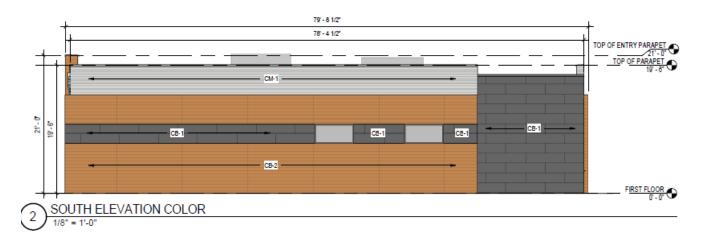
Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate for new buildings or alterations.

Architectural features of the new building include the flat roof, with the slight variation where the parapets are located. The applicant proposes window curtains along the north and west elevations and a window ribbon along the North and South elevations. These style features and materials maintain an identity while being generally consistent with neighboring buildings.

View from the North

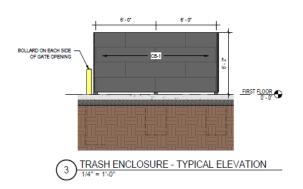


View from Viking Road:





7) <u>Trash Dumpster Site:</u> The dumpster and enclosure is located on the south edge of the property. This enclosure will be made of fiber cement and metal to match the materials used on the principal structure. It will have two doors to operate towards the north where a truck can approach it. The enclosure will measure 15 feet by 14 feet and will be 6 feet high. **The dumpster facility location and enclosure is acceptable.**





- 8) <u>Lighting:</u> The HWY-1 District regulations do not have specific lighting design guidelines. However, all new site plans require a review of the lighting to consider potential nuisance issues and incompatibilities. The vehicular use area will utilize four 15-foot high fully downcast and shielded fixtures produced by Lithonia Lighting. The applicant will also propose four smaller fully downcast and shielded fixtures that will be attached to the building for pedestrian lighting. The lighting plan shows that the proposed models will properly light critical areas of the site without producing glare or spillover light directing light on to other properties. **Lighting is acceptable.**
- 9) <u>Signage:</u> Separate sign permits will be required for all signage prior to installation. However, the proposed signage plan for the site must be part of this review by the Planning and Zoning Commission and City Council. The signage plan has been included as an attachment.

Wall signs may only be on two wall surfaces and must be less than 20% of the wall area. For the new building, two wall signs are illustrated on the building on the north and the west. These wall signs meet the quantity and are well within the size requirements.

Freestanding signs are to be evaluated on a case-by-case basis. The intent in this zone is to limit the size, height, and number of on-premises signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. Freestanding signs are limited in height to 25 feet above the surface of the roadway and their aggregate sign area should not exceed 250 square feet. The applicant proposes a 10.2 foot by 9.5 monument sign that will be similar materials as the proposed building. **Signage is acceptable.**

10) <u>Storm Water Management:</u> The applicant proposes to connect to the Pinnacle Prairie regional storm water plan. The engineering division has determined that no additional detention is required. Prior to construction, a City SWPPP permit will still need to be obtained. **Criterion is met, subject to final engineering review prior to issuance of a building permit.**

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the site plan for the Unity Point Express Clinic. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized water system from the existing 8" water mains near the northeast corner of Lot 4 and the existing 12" water main near the southwest corner of Lot 2. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Final main sizing and fire hydrant and valve placement locations will be part of the construction plan review. The developer will need to make refundable investments for the installation of the electric and gas utilities to and throughout the addition. For a tenyear period after the installation, CFU will refund a portion of the refundable investment based upon the number of new service connections to the electric and gas distribution system. There is no interest paid on the refundable investment and the total refund will not exceed the original investment amount. CFU will install the communication utility fiber system to serve the addition.

Any other minor technical issues will be addressed at the time of a building plan review.

A courtesy notice to surrounding property owners was mailed on June 3, 2021.

STAFF RECOMMENDATION

Staff recommends approval of SP21-006, a commercial site plan for property located at 5909 Prairie Parkway in the HWY-1 Commercial District, subject to:

- Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conform to all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Introduction Discussion 6/9/2021 The next item for consideration by the Commission was a site plan review for the UnityPoint Clinic site at 5909 Prairie Parkway. Acting Chair Holst introduced the item and Ms. Pezley provided background information, noting that the clinic will be located on one of the new lots created with the previously discussed plat. The applicant is proposing to build a new 4,001 square foot building for a clinic with 27 parking at the location. Staff finds that the site meets the setbacks, open space, parking, landscaping, signage, and use requirements and recommends continuing the discussion to the June 23 meeting. This cannot be approved prior to approval of the preliminary and final plats.

Alex Bower, engineering consultant for the applicant, spoke on behalf of the applicant explaining that UnityPoint Clinic would like to find a location with easier access for their clients. As they do not need as much land as the existing lot 2, it is proposed to split the property into four lots. This led to the decision to create the right-in / right-out entrance and the full access on to Brandilynn to allow for a traffic circulation pattern through the site that makes the fire apparatus access easier.

Mr. Schrad asked if there was any further consideration of a bike path on Viking Road. Ms. Howard noted that the trail has already been constructed along the Viking Road frontage of this property, but additional sidewalks will need to be constructed from Viking up to the roundabout at Brandilynn when the clinic is constructed. The Commission felt that it was a good project and had no concerns.

6/23/21 Discussion and Recommendation The item will be continued at the next Planning and Zoning meeting.

The Commission considered a site plan for the UnityPoint Clinic at 5009 Prairie Parkway. Vice-Chair Mr. Larson introduced the item. Ms. Pezley provided background information. She explained that the applicant proposes a 4,001 square foot building with 27 parking spaces, a dumpster enclosure, and access to a private street. The private streets will be built at the same time as UnityPoint Clinic and a sidewalk will be installed along the western property. The applicant proposes to cover 20% of the lot outside of setbacks to be covered with landscaping. The site meets the setbacks, open space, parking, landscaping signage, and use are allowed in the HWY-1 District. Ms. Pezley provided a rendering displaying the view of each side of the building. Staff recommends approval of the site plan with any comments or direction from the Commission and conformance to staff recommendations and technical comments.

Mr. Schrad made a motion to approve the item. Mr. Holst seconded the motion. The motion was approved with 7 ayes (Hartley, Holst, Larson, Prideaux, Saul, Schrad and Sears), 1 abstention (Leeper) and 0 nays.

Attachments: Location Map

Complete Site Plan Set

Proposed Signage Plan & Building Elevations

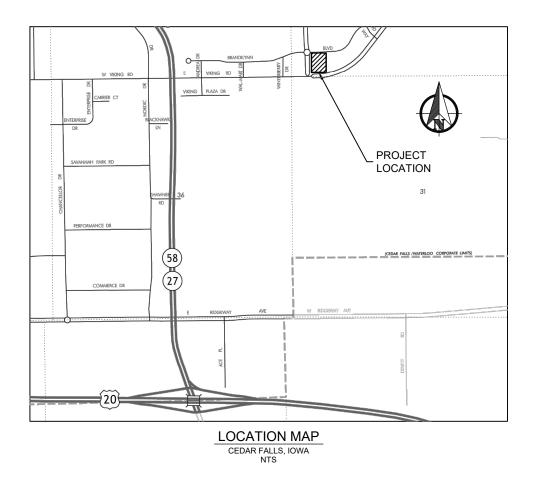
Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

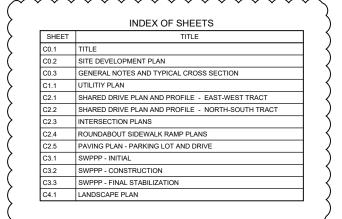
Cedar Falls Planning & Zoning Commission June 09, 2021



UPC EXPRESS VIKING ROAD IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

NEW COMMERCIAL DEVELOPMENT PN: 4296-21





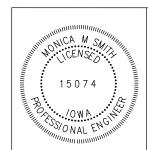


THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021), AS AMENDED BY THE CITY OF CEDAR FALLS AND JE PROVIDED PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.

THE INFRASTRUCTURE SHOWN WITHIN THESE PLANS ARE PROPOSED AS PRIVATE INFRASTRUCTURE WITH THE EXCEPTION OF THE 12" WATER MAIN ALONG VIKING ROAD.

~~~~~~





I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

> MONICA M. SMITH LICENSE NO. 15074

My renewal date is December 31, 2021

Signature

STATE OF IOWA

BLACK HAWK COUNTY





#### DEVELOPER

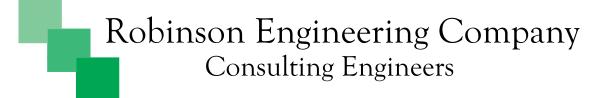
DESCHUTES INVESTMENTS, LLC 2642 ARBORETA COURT CARMICHAEL, CALIFORNIA 95608

#### GENERAL CONTRACTOR

HUFF CONTRACTING 1310 GRANDVIEW AVENUE WATERLOO, IOWA 50703

#### CIVIL ENGINEER

ROBINSON ENGINEERING 819 SECOND STREET NE INDEPENDENCE, IOWA 50644 PROJECT CONTACT: ALEX BOWER ENGINEER: MONICA SMITH



819 Second Street NE Independence, Iowa 50644 319-334-7211

## UPC EXPRESS VIKING ROAD

GREENHILL ESTATES INC 3957 75th STREET AURORA, IL 60504

DEVELOPER
DESCHUTES INVESTMENTS, LLC
2642 ARBORETA COURT
CARMICHAEL, CALIFORNIA 95608

SETBACK REQUIREMENTS (ALSO APPLIES TO PARKING)

REQUIRED PARKING = 14 SPACES PROVIDED PARKING = 27 SPACES

PROPOSED EMPLOYEES

MAX SHIFT PROJECTED = 9 EMPLOYEES

FLOOD PLAIN NOT APPLICABLE

Item 23.

Robinson Engineering Compar Consulting Engineers



PLAN DEVELOPMENT SITE

6/02/ APPRO'

SITE ADDRESS

ADDRESS
NORTHEAST QUADRANT VIKING ROAD AND PRAIRIE PARKWAY
LOT 2, PINNACLE PRAIRIE COMMERCIAL PHASE 2
PARCEL ID 8913-30-351-010

OWNER

ZONING HWY-1 - HIGHWAY COMMERCIAL

LOT INFORMATION LOT SIZE CURRENT: 152,827 S.F. / 3.51 ACRES LOT SIZE PROPOSED: 30,989 S.F. / 0.71

FRONT: 20'
REAR: NOT NOTED
SIDE: NOT NOTED

BUILDING AND LOT USE (PROPOSED LOT 2 OF LOT 2)
EXISTING
BUILDING FOOTPRINT: N/A
TOTAL PAVEMENT & SIDEWALKS: N/A
TOTAL PAVEMENT & SIDEWALKS: N/A
TOTAL VEGETATED SURFACE: 30,989 S.F. (100%)
PROPOSED WITHIN LOT (30,999 SF)
BUILDING FOOTPRINT: 4,001 S.F. (12.9%)
TOTAL PAVEMENT & SIDEWALKS: 14,287 S.F. (46.1%)
TOTAL VEGETATED SURFACE: 12,701 S.F. (41.0%)
PROPOSED EXCLUSIVE OF LANDSCAPE SETBACK (19,374 SF)
BUILDING FOOTPRINT: 4,001 S.F. (20.7%)
TOTAL PAVEMENT & SIDEWALKS: 11,253 S.F. (58.1%)
TOTAL PAVEMENT & SIDEWALKS: 11,253 S.F. (58.1%)

PARKING
REQUIRED PER SEC. 26-220, (a), 2, b, 4.

1. Banks, businesses and professional offices. Not less than one parking space for every 300 square feet of gross floor area, but in no case less than five parking spaces. Each drive-up window shall provide three stacking spaces per teller.

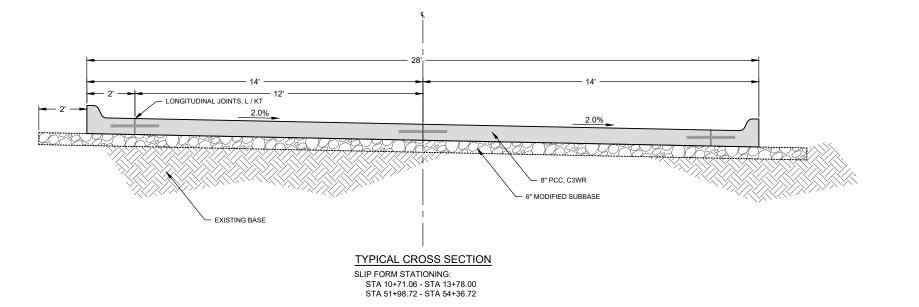
CALCULATIONS:

TOTAL FLOOR AREA = 4,001 SF / 300 = 14 SPACES

STORM WATER MANAGEMENT REGIONAL DETENTION

#### **GENERAL NOTES**

- 1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- 2. THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021) AS AMMENDED BY THE CITY OF CEDAR FALLS UNLESS SPECIFICALLY STATED OTHERWISE IN THESE PLANS, THE PROJECT MANUAL (IF APPLICABLE), OR CITY AND OTHER APPLICABLE ORDINANCES. THIS INCLUDES, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.
- 3. ANY QUANTITIES SHOWN ON THE CIVIL SHEETS (C#.#) ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUIEST.
- 4. CONSTRUCTION SURVEY FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR.
- 5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
- 6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, LOCATE AND DETERMINE THE UNDERGROUND UTILITIES ON THE PROJECT SITE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY UNDERGROUND LITILITIES
- 7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO BECOME FULLY FAMILIAR WITH THE EXISTING CONDITIONS OF THE SITE. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
- 8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
- 9. DRAWING DIMENSIONS SHALL GOVERN OVER SCALING OF DRAWINGS. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
- 11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
- 12. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS PROVIDED OR EASEMENTS OBTAINED. COPIES OF ANY EASEMENTS THE CONTRACTOR OBTAINS FOR CONSTRUCTION WORK ON THIS PROJECT SHALL BE PROVIDED TO THE OWNER.
- 13. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES, AND/OR AFFECTED PROPERTY OWNERS WHEN UTILITY SERVICES ARE INTERRUPTED DUE TO CONSTRUCTION ACTIVITIES ON THIS PROJECT.
- 14. TYPE A COMPACTION SHALL BE REQUIRED FOR EXCAVATION/EMBANKMENT WORK ON THIS PROJECT. ADDITIONAL COMPACTION REQUIREMENTS MAY BE REQUIRED FOR BUILDING CONSTRUCTION. REFER TO APPLICABLE SPECIFICATIONS FOR THAT WORK.
- 15. THIS PLAN REFERENCES NYLOPLAST STRUCTURES WITH THE INTENT TO SPECIFY AN ENGINEERED PVC STRUCTURE AND IS NOT INTENDED TO INDICATE A SPECIFIC BRAND IS REQUIRED. STRUCTURES SHALL BE NYLOPLAST BRAND OR EQUIVALENT. NYLOPLAST IS A BRAND NAME AFFILIATED WITH ADS PIPE.



Item 23.

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GENERAL NOTES AND TYPICAL

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1. ALL HDPE DRAINAGE PIPE SHALL BE OF DUAL WALL CONSTRUCTION. REFER TO PIPE LINETYPE LEGEND THIS SHEET FOR WHICH PIPES TO BE

PERFORATED, IF ANY. 2. STORM PIPING SHALL BE RCP WHERE PLACED WITHIN CITY RIGHT OF WAY.

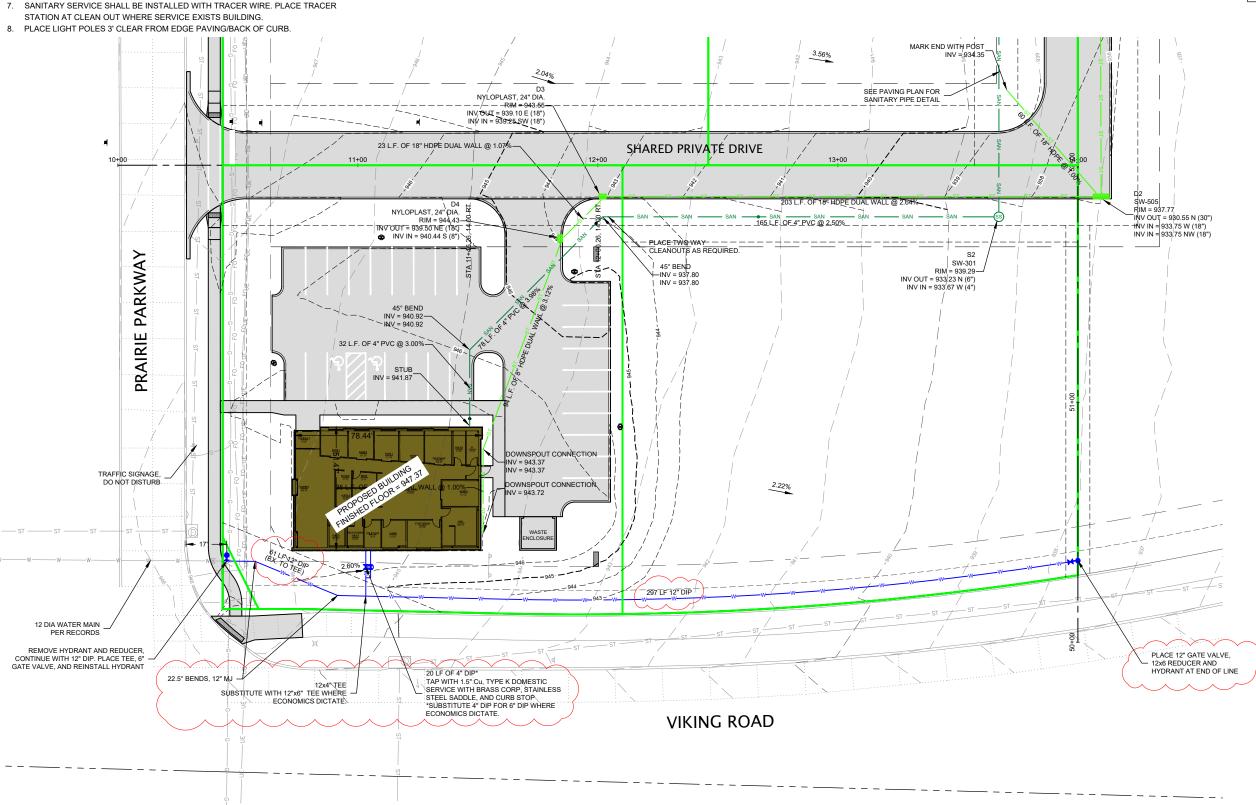
- WATER LINE SHALL BE BURIED TO MAINTAIN 6' COVER.
- 4. CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, AND MATERIAL OF ALL WATER, STORM, AND SANITARY CONNECTIONS.
- CONFIRM WATER SERVICE ENTRANCE LOCATION TO BUILDING WITH ARCHITECTURAL AND MECHANICAL PLANS.
- 6. COORDINATE CONNECTION TO MUNICIPAL WATER MAIN WITH CEDAR FALLS UTILITIES STAFF.
- 7. SANITARY SERVICE SHALL BE INSTALLED WITH TRACER WIRE. PLACE TRACER

STORM PIPE LEGEND

NON PERFORATED STORM PIPE

PERFORATED STORM PIPE





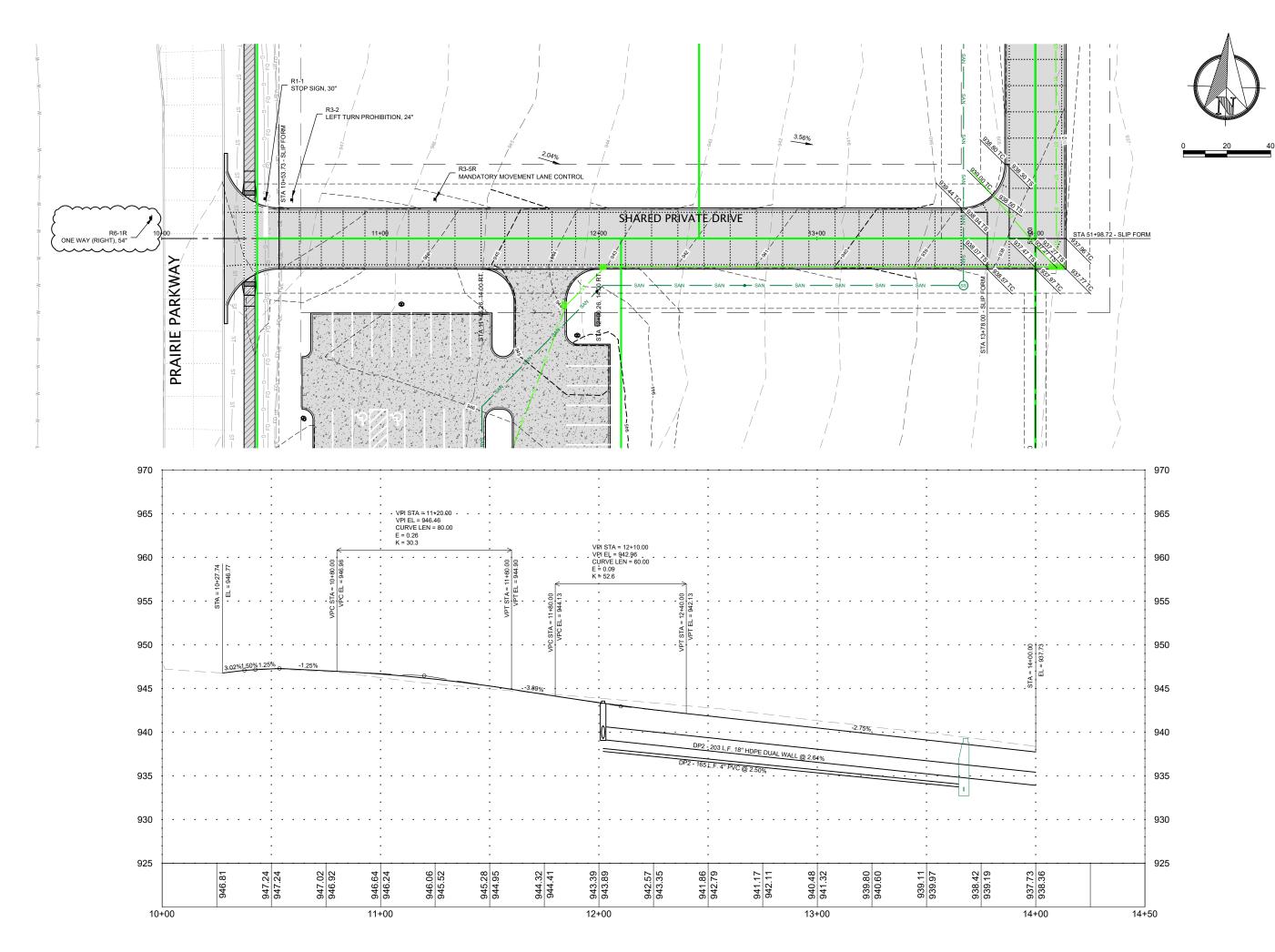
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Consulting Enginee

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Huff Contracting, Inc.

PLAN UTILITY





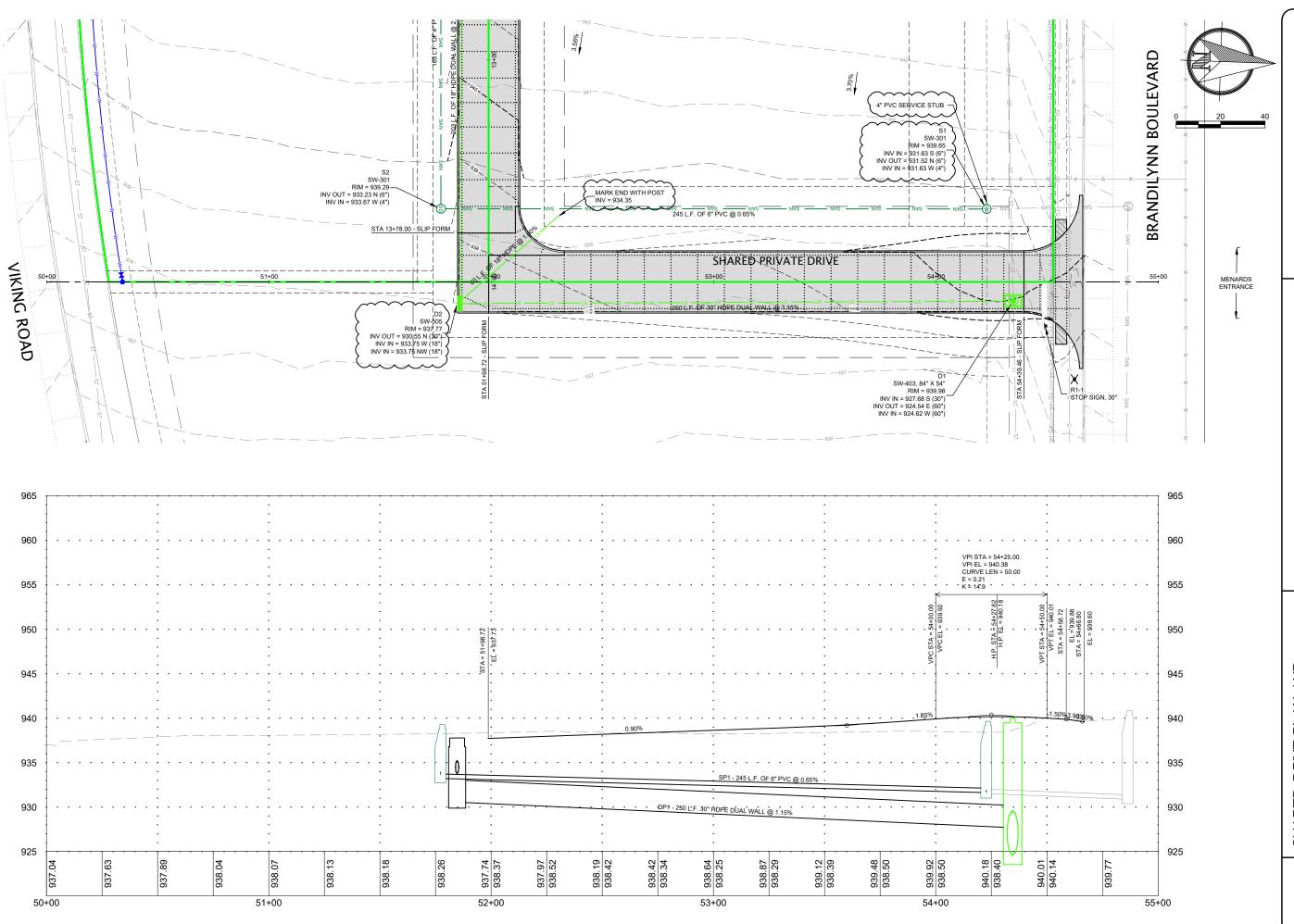


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Contracting, Inc.
Building since 1946

SHARED DRIVE PLAN AND PROFILE - EAST-WEST TRACT







SHARED DRIVE PLAN AND PROFILE - NORTH-SOUTH UPC EXPRESS VICING ROAD PIX 4296-21 DESCRUTES INSTIMENTS, LLC 2642 ARBORETA COURT CARMICHAEL, CALIFORNIA 95608

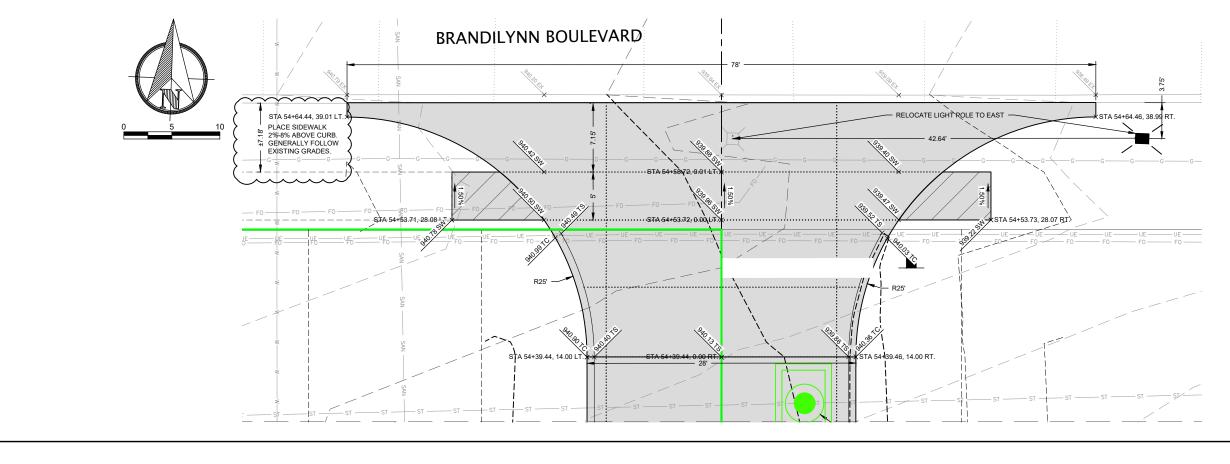
2021-06

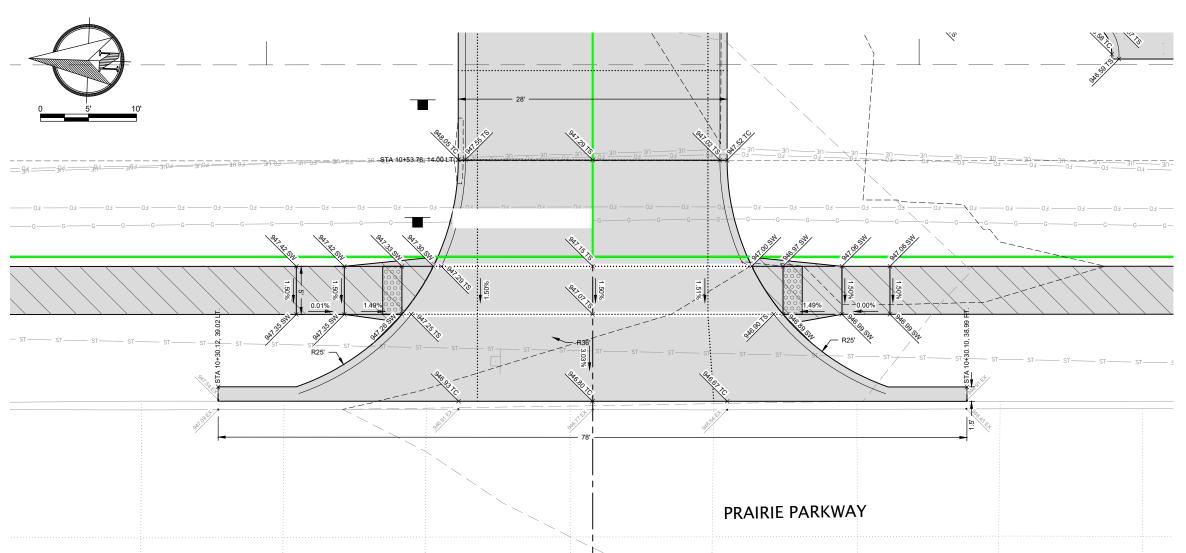
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190

Robinson Engineering Company
Consulting Engineers

Item 23.







Item 23.

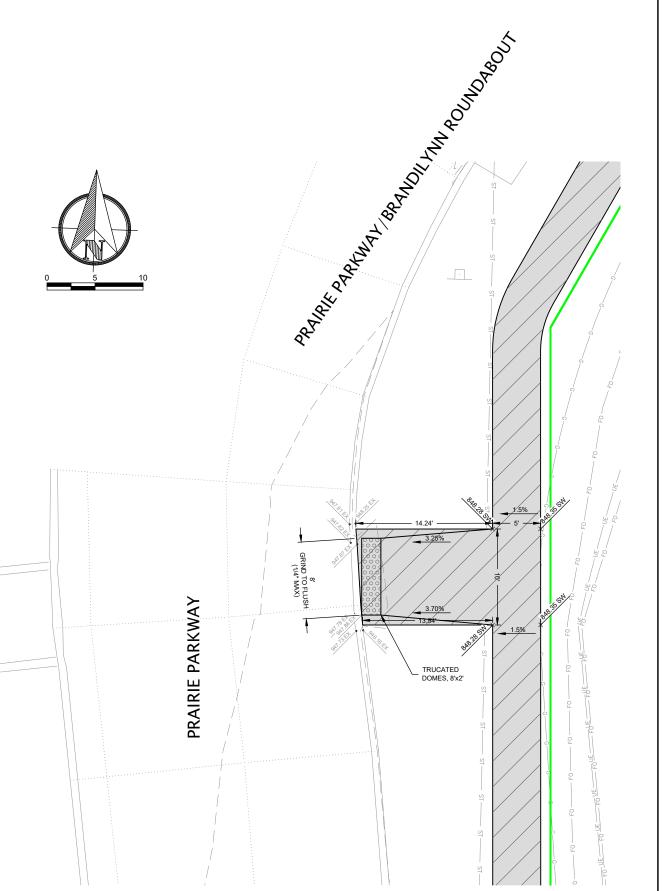
Robinson Engineering Company
Consulting Engineers

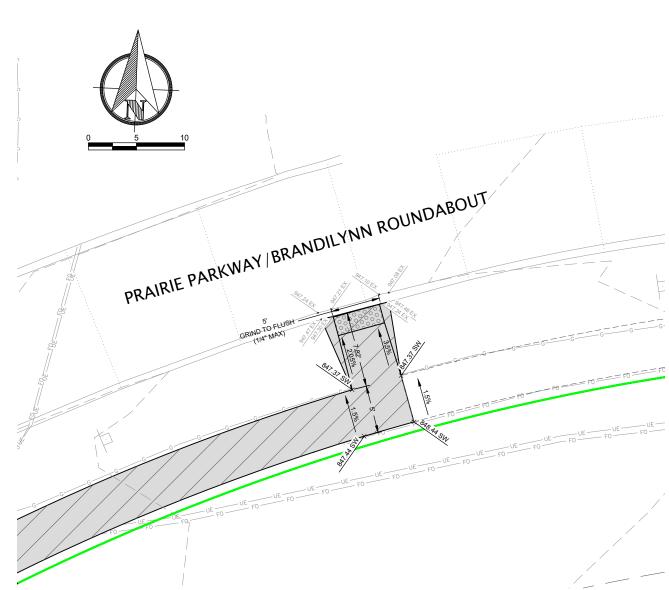
INTERSECTION PLANS

UPC EXPRESS VIKING ROAD PN: 4296-21 DESCHITTES INVESTMENTS I I

C2.3

2021-06
APPROV







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ROUNDABOUT SIDEWALK RAMP PLANS

2021-06 APPROV



#### HATCHING LEGEND

PCC SIDEWALK, 5" PCC ON 4" MODIFIED

PCC PAVEMENT, 6" PCC ON 6" MODIFIED SUBBASE

PCC PAVEMENT, 8" PCC ON 6" MODIFIED SUBBASE

#### **PAVEMENT NOTES:**

- SIDEWALKS ARE DESIGNED AT 1.5% CROSS SLOPE OR LESS. AS CONSTRUCTED CROSS SLOPS SHALL NOT EXCEED 2%.
- 2. LONGITUDINAL SLOPE OF WALKS SHALL NOT EXCEED 5% (1:20) UNLESS AT CURB RAMPS IN WHICH CASE THE LONGITUDINAL SLOPE SHALL NOT EXCEED 8.3% (1:12). CARE SHALL BE TAKEN TO INSTALL WALKS IN ACCORDANCE WITH THE SURFACE DESIGN HEREIN.
- DESIGN HEREIN.
  3. END STALLS ARE 10' WIDE MEASURED FROM BACK OF CURB TO CENTER PAVEMENT MARKING. STANDARD STALLS ARE 9' WIDE MEASURED CENTER TO CENTER OF PAVEMENT MARKING. HANDICAP STALLS ARE AS NOTED.
  4. PROVIDE AND INSTALL HANDICAP PARKING SIGNS. SIGNS SHALL BE ALUMINUM ON GALVANIZED STEEL SQUARE TUBE.

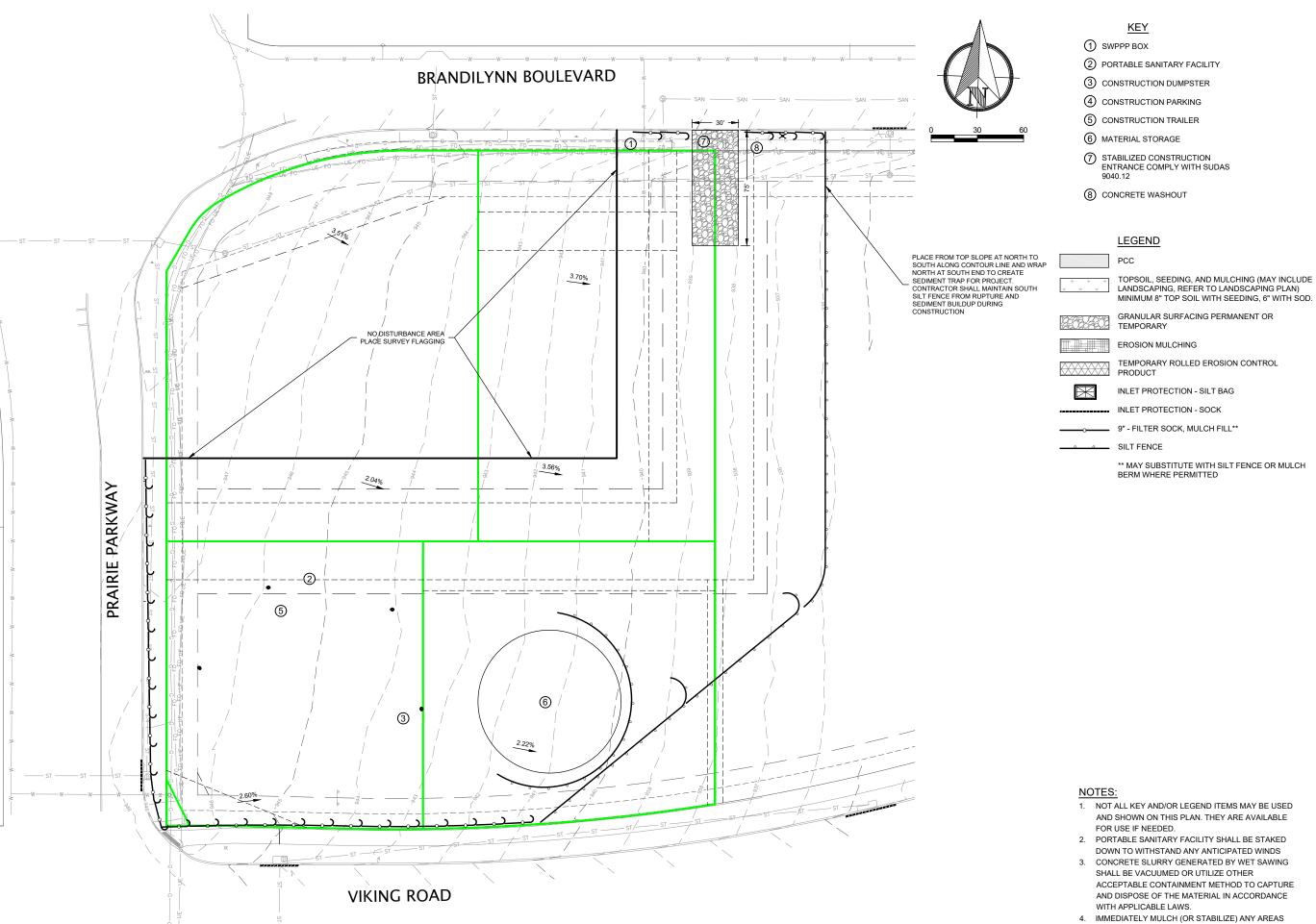


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- PARKING LOT PAVING PLAN -AND DRIVE

APPRO



- AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE
- DOWN TO WITHSTAND ANY ANTICIPATED WINDS
- 3. CONCRETE SLURRY GENERATED BY WET SAWING ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE
- 4. IMMEDIATELY MULCH (OR STABILIZE) ANY AREAS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR LONGER

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**KEY** 

2 PORTABLE SANITARY FACILITY

The stabilized construction entrance comply with sudas 9040.12

GRANULAR SURFACING PERMANENT OR TEMPORARY

INLET PROTECTION - SILT BAG

1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED

2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS 3. CONCRETE SLURRY GENERATED BY WET SAWING

SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE

4. IMMEDIATELY MULCH (OR STABILIZE) ANY AREAS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR LONGER

AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE

INLET PROTECTION - SOCK - 9" - FILTER SOCK, MULCH FILL\*\*

SILT FENCE

FOR USE IF NEEDED.

WITH APPLICABLE LAWS.

NOTES:

**EROSION MULCHING** 

TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN) MINIMUM 8" TOP SOIL WITH SEEDING, 6" WITH SOD.

TEMPORARY ROLLED EROSION CONTROL

\*\* MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

(8) CONCRETE WASHOUT **LEGEND** 

3 CONSTRUCTION DUMPSTER 4 CONSTRUCTION PARKING (5) CONSTRUCTION TRAILER 6 MATERIAL STORAGE

(1) SWPPP BOX

CONSTRUCTION

SWPPP

APPRO

#### <u>KEY</u>

- ① SWPPP BOX
- 2 PORTABLE SANITARY FACILITY
- 3 CONSTRUCTION DUMPSTER
- 4 CONSTRUCTION PARKING
- (5) CONSTRUCTION TRAILER
- 6 MATERIAL STORAGE
- Tabilized Construction Entrance Comply with Sudas
- (8) CONCRETE WASHOUT

#### **LEGEND**

PCC

TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN) MINIMUM 8" TOP SOIL WITH SEEDING, 6" WITH SOD.

GRANULAR SURFACING PERMANENT OR TEMPORARY

EROSION MULCHING

TEMPORARY ROLLED EROSION CONTROL PRODUCT

> INLET PROTECTION - SILT BAG INLET PROTECTION - SOCK

9" - FILTER SOCK, MULCH FILL\*\*

\_ SILT FENCE

\*\* MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

#### NOTES:

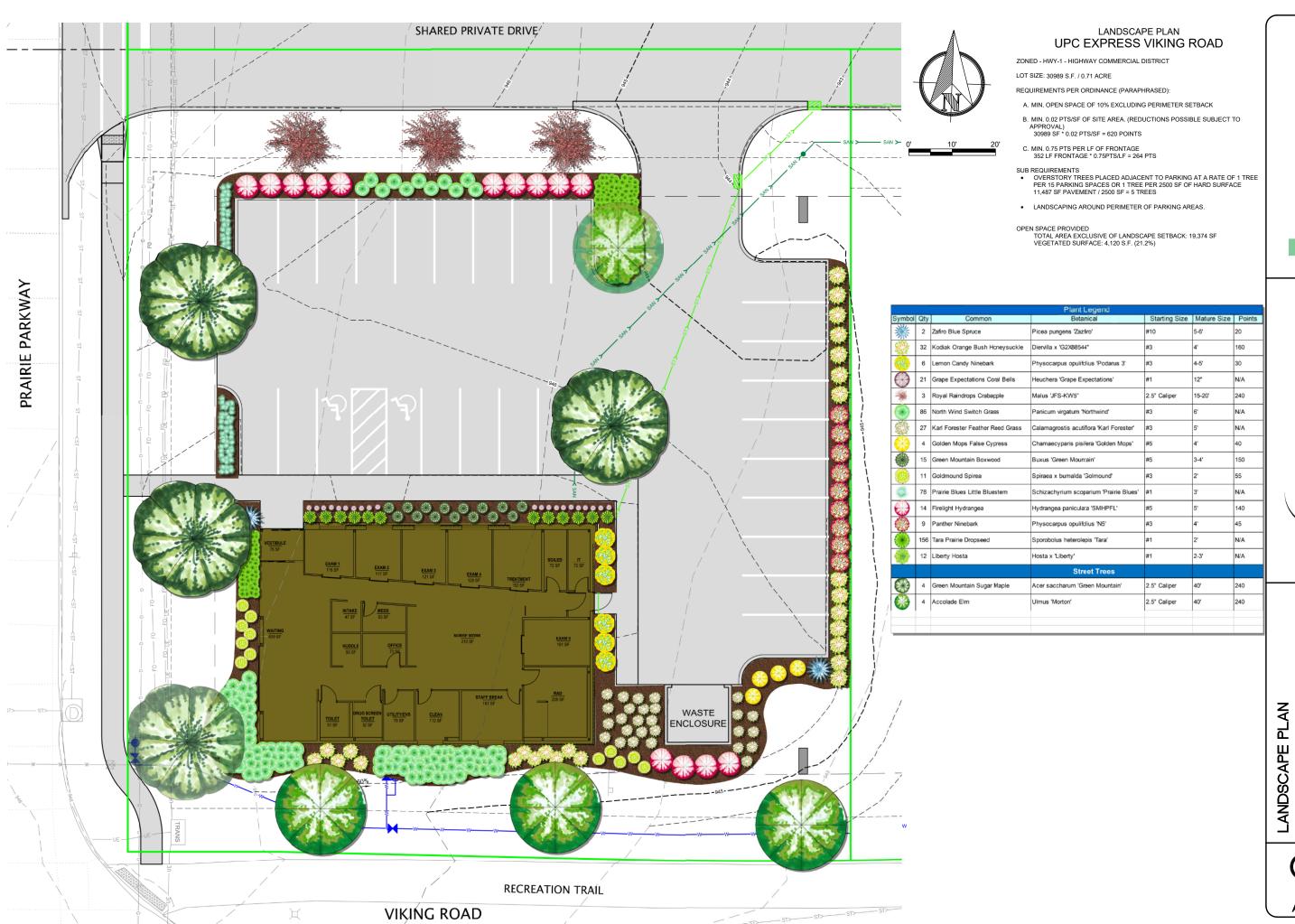
- NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
- 2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
- CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.
- 4. IMMEDIATELY MULCH (OR STABILIZE) ANY AREAS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR LONGER

Item 23.

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STABILIZATION

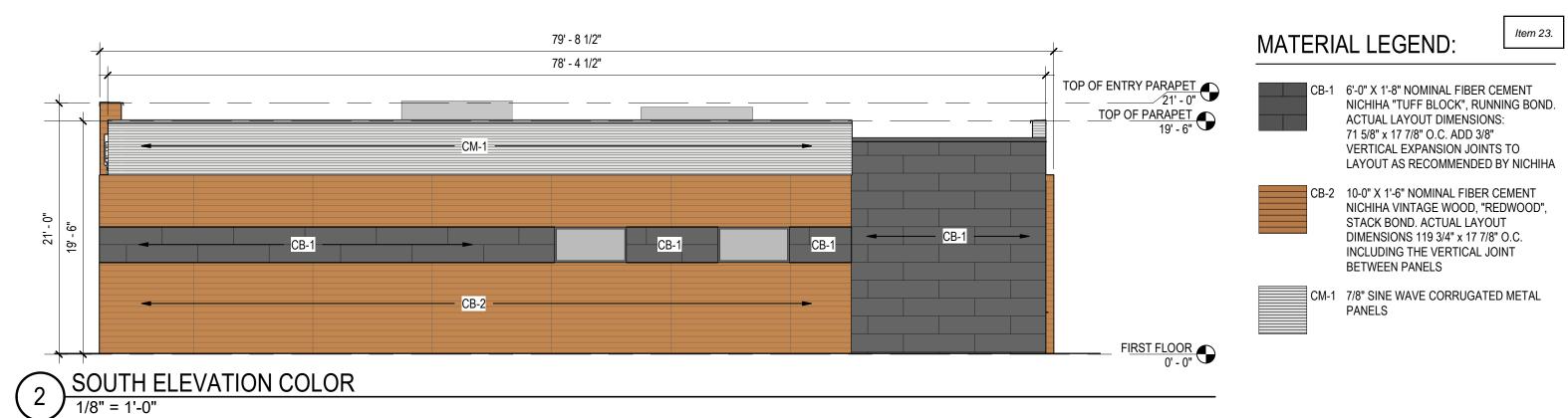


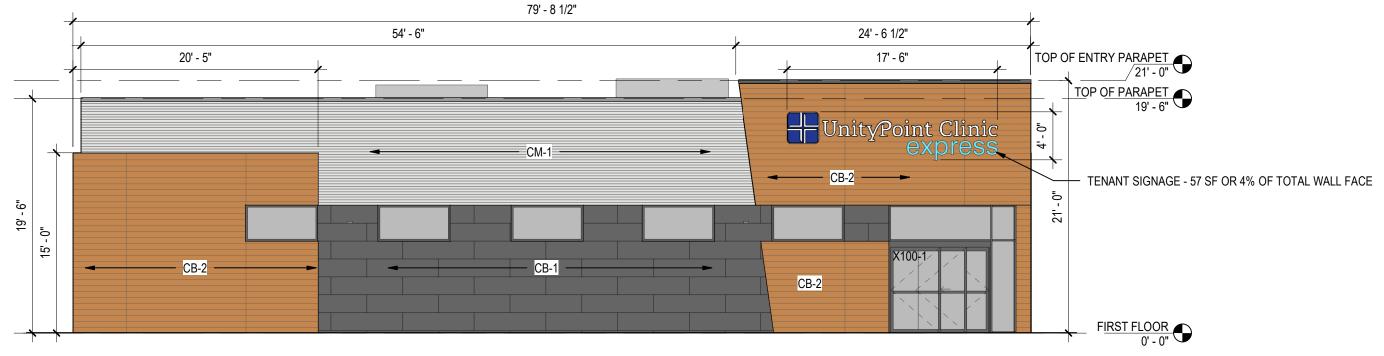
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NORTH ELEVATION COLOR

1/8" = 1'-0"



COLOR ELEVATIONS
EXPRESS CLINIC - CEDAR FALLS
21023

SCALE: 1/8" = 1'-0" DATE: MAY 05, 2021 SHEET:

Item 23.



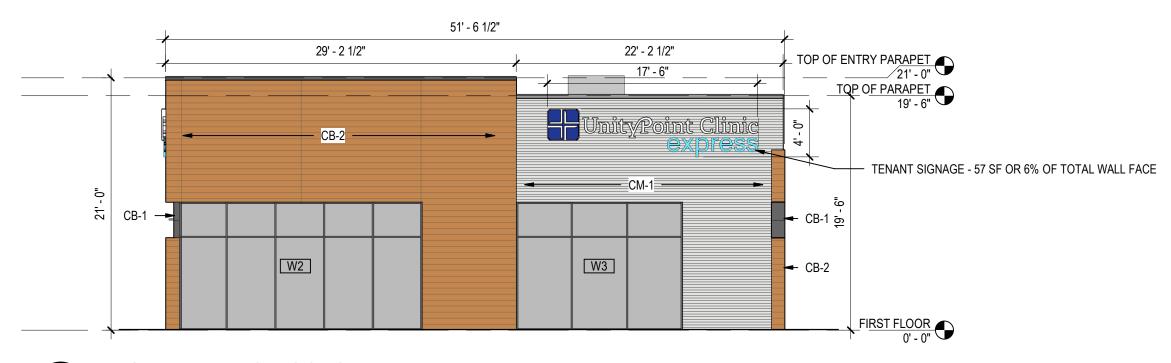
CB-1 6'-0" X 1'-8" NOMINAL FIBER CEMENT NICHIHA "TUFF BLOCK", RUNNING BOND. ACTUAL LAYOUT DIMENSIONS: 71 5/8" x 17 7/8" O.C. ADD 3/8" VERTICAL EXPANSION JOINTS TO LAYOUT AS RECOMMENDED BY NICHIHA



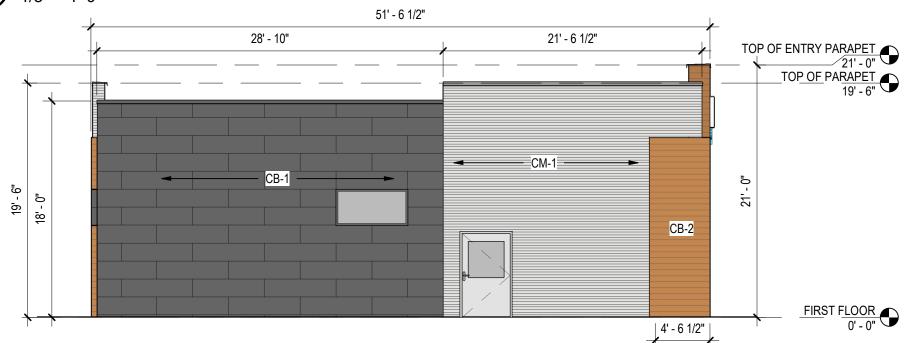
CB-2 10-0" X 1'-6" NOMINAL FIBER CEMENT NICHIHA VINTAGE WOOD, "REDWOOD", STACK BOND. ACTUAL LAYOUT DIMENSIONS 119 3/4" x 17 7/8" O.C. INCLUDING THE VERTICAL JOINT BETWEEN PANELS



CM-1 7/8" SINE WAVE CORRUGATED METAL **PANELS** 



WEST ELEVATION COLOR



EAST ELEVATION COLOR

21023



**COLOR ELEVATIONS EXPRESS CLINIC - CEDAR FALLS** 

### MATERIAL LEGEND:

Item 23.



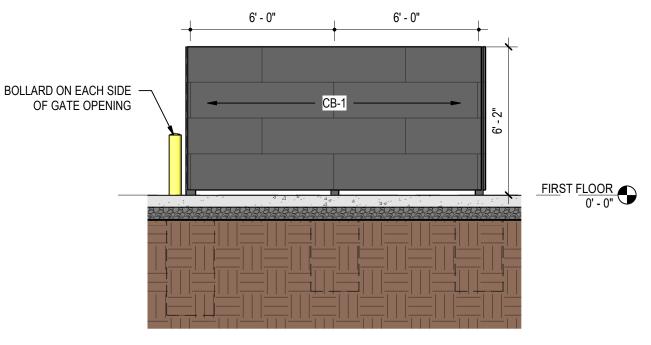
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CB-2 10-0" X 1'-6" NOMINAL FIBER CEMENT NICHIHA VINTAGE WOOD, "REDWOOD", STACK BOND. ACTUAL LAYOUT DIMENSIONS 119 3/4" x 17 7/8" O.C. INCLUDING THE VERTICAL JOINT BETWEEN PANELS

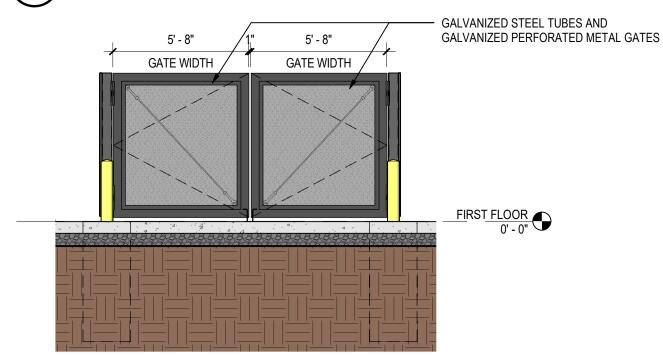


CM-1 7/8" SINE WAVE CORRUGATED METAL PANELS



TRASH ENCLOSURE - TYPICAL ELEVATION

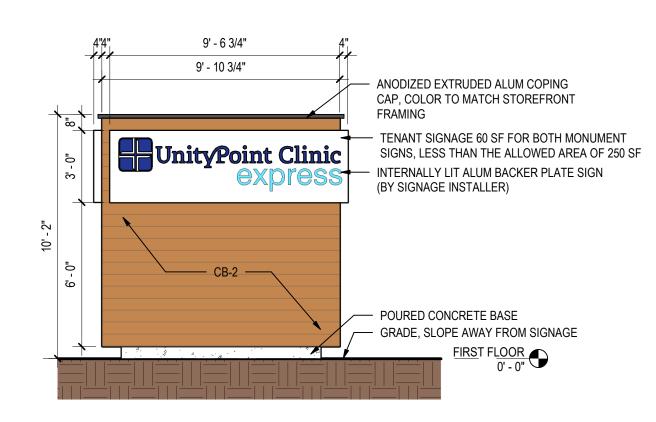
1/4" = 1'-0"



TRASH ENCLOSURE - NORTH - COLOR

1/4" = 1'-0"

21023



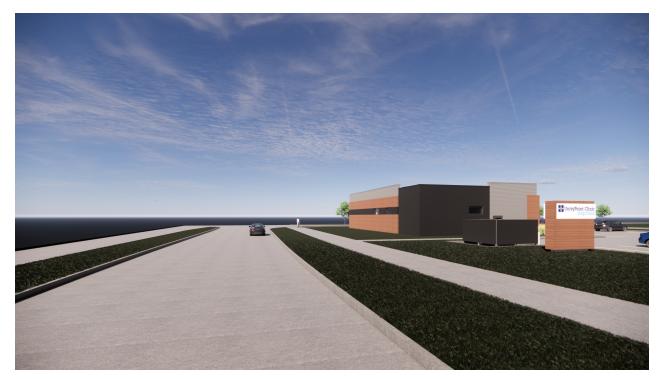
1 MONUMENT SIGN ELEVATION - TYPICAL



MONUMENT SIGN & DUMPSTER ENCLOSURE EXPRESS CLINIC - CEDAR FALLS

SCALE:
As indicated
DATE:
MAY 05, 2021
SHEET:

A1.3



VIEW FROM VIKING RD



VIEW FROM PRAIRIE PKWY



RENDERINGS
EXPRESS CLINIC - CEDAR FALLS
21023



VIEW FROM PARKING LOT ENTRANCE



VIEW FROM CORNER OF VIKING RD & PRAIRIE PKWY

DATE: MAY 05, 2021

SCALE:

Ä1.4

# C E D A R F A L L S Town

#### REDEPARTMENT OF COMMUNITY DEVELOPMENT

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

#### **MEMORANDUM**

Planning & Community Services Division

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

FROM: Michelle Pezley, Planner III

**DATE:** June 25, 2021

**SUBJECT:** Hwy-1 Commercial Site Plan - 703 Brandilynn Blvd (Case # SP21-007)

REQUEST: Site plan approval for construction of a new multi-tenant retail building

PETITIONER: T & L Investments, LLC; Alex Bower, Robinson Engineering Company,

Engineer

LOCATION: 703 Brandilynn Blvd; Northwest of Brandilynn Blvd intersection of Winterberry

Dr.

#### **PROPOSAL**

The applicant proposes to construct a one-story, 8516 square foot retail building at 703 Brandilynn Blvd. The applicant proposes a restaurant with a drive-through and three other retail spaces. The site plan illustrates the location of the building, drive-through lane, parking for employees and customers, and a dumpster enclosure. The proposed layout of the site sits on 1.537 acres with vehicular access to the private easement to the



property to the north and an access on to Brandilynn Boulevard from the south. Ross Dress for Less, Hobby Lobby, HomeGoods, and Dollar Tree are located to the north of the site. Collins Community Credit Union and BioLife are located south of the site. Walmart and associated parking lot is east of the site.

#### BACKGROUND

The property is part of the Pinnacle Prairie Master Plan that was adopted by the City in 2004. The City approved Pinnacle Prairie Commercial South Phase II in 2012. Lot 3 was created in 2016 under Pinnacle Prairie Commercial South- Phase IV plat. The property is zoned Highway Commercial (HWY-1), which requires site plan review and a recommendation from Planning and Zoning Commission and approval from the City Council. Pinnacle Prairie Owner's Association has reviewed the plans for the site.

#### **ANALYSIS**

The HWY-1 District is intended to promote general service commercial uses that serve a broader market area (i.e. city-wide or regional customer base). The ordinance requires a detailed site plan review prior to approval in order to ensure that the development site satisfies several basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

1) Use: Any commercial or retail use intended to serve the traveling public or a regional customer base is listed as a permitted use in the HWY-1 District. The retail and restaurant space proposed within the building satisfy this definition. Use is allowed.



2) <u>Setbacks:</u> There is a platted building setback of 20 feet along Brandilynn Boulevard. The building is 75 feet from Brandilynn; 103 feet from the western property line; 30 feet from the northern property line, and 114 feet from the eastern property line.

The side yard setback is 5 feet. The district also requires that a 20-foot landscaped setback be maintained along streets and principal accessways. Drives, aisles, and parking areas may not encroach into these landscaped setbacks. The private drive along the east property line is considered a principal accessway because it is the primary driveway for the entirety of this commercial area to the north and east Therefore, the 20-foot landscaped setback applies along the eastern property boundary and along Brandilynn Boulevard to the south. The applicant's site plan conforms to these standards. **Building setbacks are satisfied. The parking lot setbacks are also satisfied.** 

3) Parking: The code requires restaurants to provide one parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces. The code requires retail stores over 2,000 square feet in gross floor area to provide 4.5 parking stalls per 1,000 square feet of gross floor area. The floor area of the building is 8,516 square feet and of that, 4,820 square feet will be designated as the restaurant. The applicant proposes using the exclusion of storage areas, closets, bathrooms, and other areas that are nonessential to the building up to 10%, which is found under Sec. 26-220(b)(1).

| Use                  | Proposed | 10% reduced sq | Parking requirement |
|----------------------|----------|----------------|---------------------|
| Restaurant           | 4,820sf  | 4,338          | 44                  |
| Restaurant employees | 16       |                | 8                   |
| Retail               | 3,131sf  | 2,818          | 13                  |
| Total                |          |                | 65                  |

The proposal requires 65 parking spaces and the applicant proposes 67 spaces.

The parking meets the zoning standards with minimum stall dimensions of 9' x 19'. The applicant also proposes three parking spaces that will be compact spaces that are 8'x19' and a 24-foot wide aisle. **The amount and dimension of the parking stalls and drives are met.** 

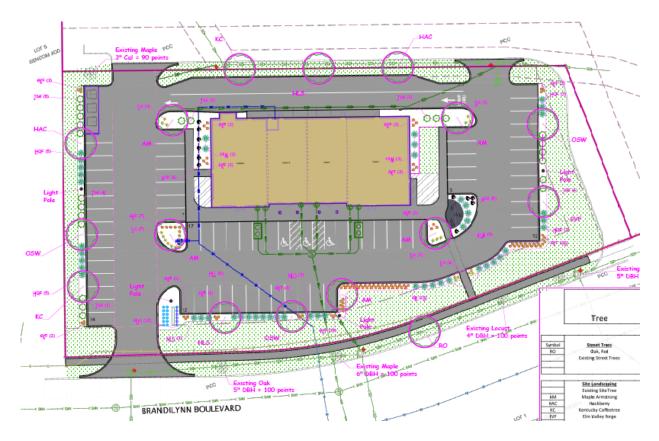
4) Open Green Space: The HWY-1 District requires that open green space/landscape area be provided at the rate of 10% of the development site excluding the required 20-foot landscaped setback area. Below is a summary that details how this provision is met.

| Provided Open/Green Space                        | 9,605 SF   | 17% |
|--------------------------------------------------|------------|-----|
| Required Open/Green Space                        | 5,507.1 SF | 10% |
| setback)                                         |            | _   |
| New Development Site(excluding 20-foot landscape | 55,071 SF  |     |

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets, and required setbacks. For clarity, the 9,605 square feet is the provided green space in addition to the landscaped setback.

The open green space exceeds the minimum requirement and is well distributed.

5) <u>Landscaping:</u> The HWY-1 District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area which comes to 1,379 points required. Their plan achieves 1,995 points. An additional 306 points are required for street tree planting and their plan achieves 480. Four of the street trees are already planted.



The Hwy-1 district and parking standards require internal landscaping requirements. Trees are required in the vehicular use area at the rate of one overstory tree per 15 parking spaces. This equates to a requirement of 5 overstory trees. That is the amount proposed within the parking area to meet this requirement.

In addition to the internal parking lot trees, there are trees required within the peripheral of the parking lot and along the street frontages. The applicant proposes landscaping islands with at least five feet wide with shrubs, grasses, and additional trees being located around parking areas. The landscaping screening is required for the entire parking lot which includes the internal circulation to be screened. The applicant provided a revised landscaping plan that was presented to the Planning and Zoning Commission. The revised landscaping plan meets the landscaping screening requirements.

6) <u>Building Design: The HWY-1 zone requires a design review of various elements.</u> The intent of the zone is to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of the zone to encourage high standards of building architecture and site planning. The elements in the code are noted below with a review of how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.** 

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The applicant submitted the elevations and two renderings of the building. The scale and proportion of the new building will be similar to other nearby establishments. It is one-story with variable wall heights where a flat roof with additional parapets ranging from 18-22 feet. The neighboring buildings to the north and south have similar dimensions. Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet in the front. The applicant proposes a flat roof with additional parapets to provide a variation to the roofline. Staff finds that the design is compatible with the surrounding buildings.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new building is oriented toward Brandilynn Blvd. The applicant proposes a variety of fiber cement siding in "espresso", and "pecan" and pac-clad aluminum panels in "stone white." The applicant also proposes brick with a "vintage black velour" to provide a change in materials and colors. There is a good balance of the materials and colors that provide a transition to the less transparent rear of the building. Overall, the patterns meet or exceed the City's standards.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

The applicant proposes windows, fiber cement siding, and painted bricks for the new building's exterior materials. All of the materials provide a sleeker modern feel that strikes a balance between color and texture. Staff finds that these material and texture choices are compatible with those of adjacent buildings.

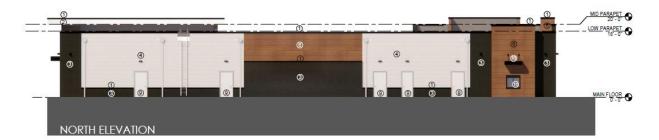
Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

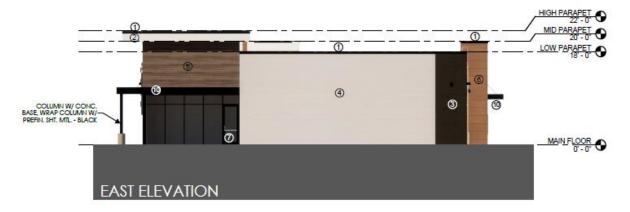
The applicant proposes the building features to be a very neutral color palate. The applicant proposes dark brown fiber cement, pac-clad aluminum panels in "stone white", a pecan color fiber cement panels, and "black velour" bricks. Staff finds no issues with the choice of colors.

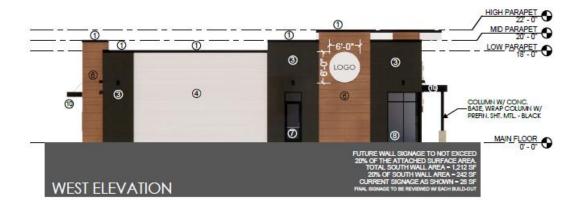
Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate for new buildings or alterations.

Architectural features of the new building include the flat roof, with a slight variation where the parapets are located. The applicant proposes window curtains along the south and east elevations and material changes for the north and west elevations. These style features and materials maintain an identity while being generally consistent with neighboring buildings.

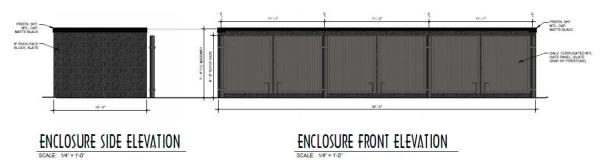








7) Trash Dumpster Site: The dumpster and enclosure are located on the west edge of the property. This enclosure will be made of rock face block in a dark gray color and metal to match the materials used on the principal structure. It will have three sets of doors to operate towards the east where a truck can approach it. The enclosure will measure 10 feet by 34 feet and will be 7 feet high. The dumpster facility location and enclosure are acceptable.

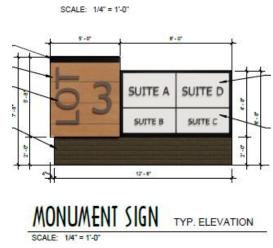


- 8) <u>Lighting:</u> The HWY-1 District regulations do not have specific lighting design guidelines. However, all new site plans require a review of the lighting to consider potential nuisance issues and incompatibilities. The vehicular use area will utilize six, 15-foot high fully downcast and shielded fixtures produced by Lithonia Lighting. The applicant will also propose four smaller fully downcast and shielded fixtures that will be attached to the building for pedestrian lighting. The lighting plan shows that the proposed models will properly light critical areas of the site without producing glare or spillover light directing light on to other properties or right-of-way. **Lighting is acceptable.**
- 9) <u>Signage:</u> Separate sign permits will be required for all signage prior to installation. However, the proposed signage plan for the site must be part of this review by the Planning and Zoning Commission and City Council. The signage plan has been included as an attachment.

Wall signs may only be on two wall surfaces and must be less than 20% of the wall area. Proposed wall signs will need to be similar and proportional to the signs shown on the elevations for a cohesive sign plan at the time of sign permit. For the new building, two wall signs are illustrated on the building on the west and the south

elevation. These wall signs meet the quantity and are well within the size requirements.

Freestanding signs are to be evaluated on a case-by-case basis. The intent in this zone is to limit the size, height, and the number of onpremises signs for each permitted use with the objective of discouraging sign clutter and to encourage the highest aesthetic standards for the development site. Freestanding signs are limited in height to 25 feet above the surface of the roadway and their aggregate sign area should not exceed 250 square feet. The applicant proposes a 7.5 foot by12.5 multitenant monument sign that will be constructed of similar materials as the proposed building. **Signage is acceptable.** 



10) <u>Storm Water Management:</u> The applicant proposes to connect to the Pinnacle Prairie regional storm water plan. The engineering division has determined that no additional detention is required. Prior to construction, a City SWPPP permit will still need to be obtained. **Criterion is met, subject to final engineering review prior to issuance of a building permit.** 

#### **TECHNICAL COMMENTS**

Cedar Falls Utilities (CFU) has reviewed the proposed site plan. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. There is an existing 8" water service stubbed into the lot. The site shows a 12" water service. If a 12" is required, the existing 8" will need to be abandoned in accordance with the CFU service policies. Natural gas is available along Brandilynn Blvd.

The developer is responsible for the construction of a properly sized water system throughout the proposed site. Included in the installation are valves, fire hydrants, and water service connections. Cedar Falls Public Safety will need to review and approve the civil site plan for final hydrant locations. Gas services are owned, installed, and maintained by CFU. If the primary heat source for the new building is natural gas, CFU will install the gas service at no cost to the owner. The general contractor is required to contact CFU for coordination of utility service locations.

Any other minor technical issues will be addressed at the time of a building plan review.

A courtesy notice to surrounding property owners was mailed on June 15, 2021.

#### RECOMMENDATION

Planning and Zoning Commission recommends approval of SP21-007, a commercial site plan for property located at 703 Brandilynn Boulevard in the Hwy-1 Commercial District, subject to:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conformance with all staff recommendations and technical requirements.

#### PLANNING & ZONING COMMISSION

Introduction
Discussion and recommendation
6/23/2021

Vice-Chair Larson introduced the application. Ms. Pezley provided an overview of the proposal, location, and design of the building as outlined in the staff report. She explained how the proposal meets the criteria as outlined in the staff report. She also explained that the staff report has a condition requesting a revision for the landscaping plan. Ms. Pezley entered into the record a revised landscaping plan and found that the revised landscaping plan meets the criteria outlined in the City Code. She recommends removing the condition for a revised landscaping plan and approving the application as presented with two conditions as listed in the staff report.

Ms. Saul moved to approve the application as presented and Mr. Larson seconded the motion. Mr. Holst said that he found this is a straightforward application. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Prideaux, Saul, Schrad, and Sears), and 0 nays.

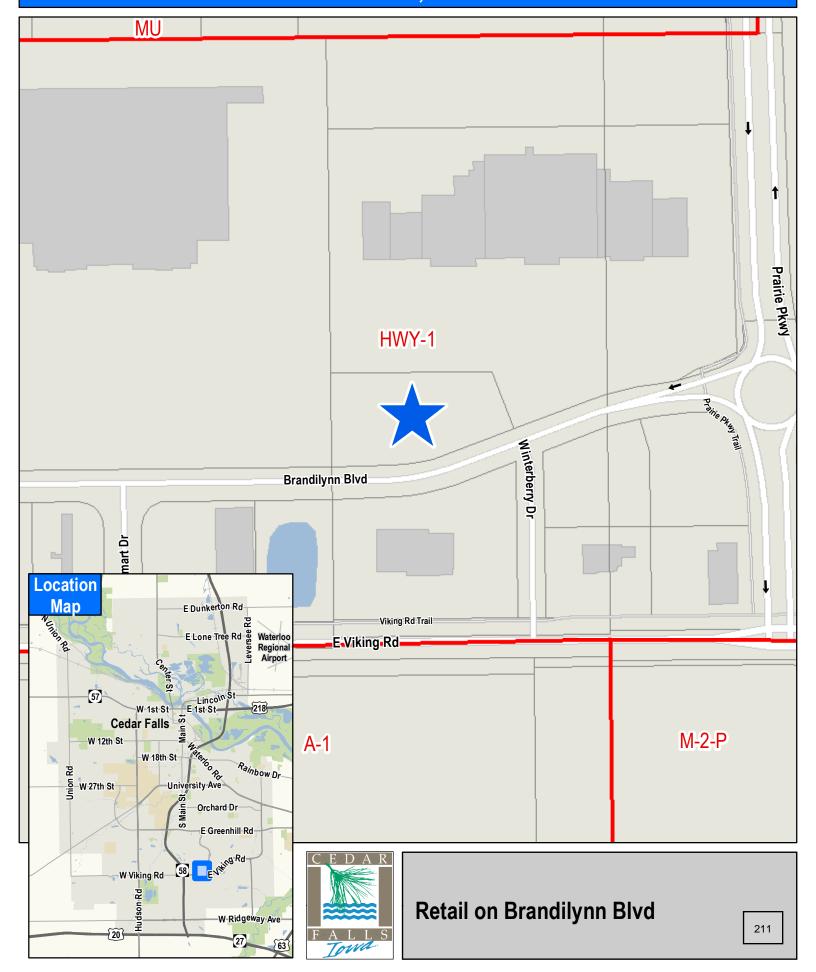
Attachments: Location Map

Complete Site Plan Set

Proposed Signage Plan & Building Elevations

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

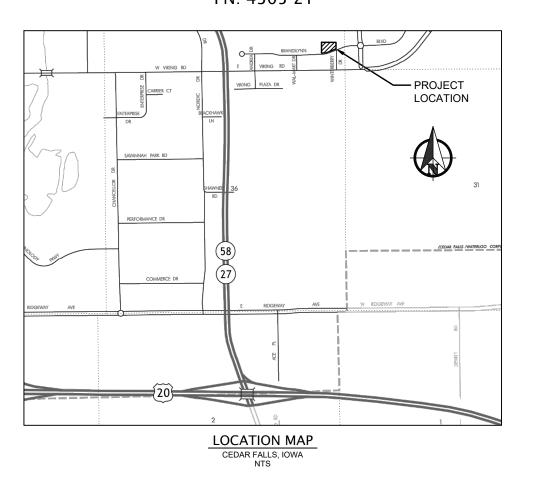
# Cedar Falls Planning & Zoning Commission June 23, 2021



## CEDAR FALLS BLACK HAWK COUNTY STATE OF IOWA

## RETAIL ON BRANDILYNN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

703 BRANDILYNN BOULEVARD **NEW COMMERCIAL DEVELOPMENT** PN: 4305-21



#### **INDEX OF SHEETS**

SHEET

C0.2 SITE DEVELOPMENT PLAN

C0.3 GENERAL NOTES

C1.1 UTILITY PLAN

C2.1 PAVING PLAN - EAST

PAVING PLAN - WEST C3.1 SWPPP - INITIAL

C3.2 SWPPP - DURING CONSTRUCTION

SWPPP - FINAL STABILIZATION

LANDSCAPE PLAN



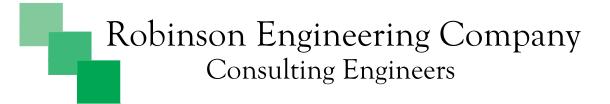
THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021), AS AMENDED BY THE CITY OF CEDAR FALLS, AND, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS.

#### DEVELOPER

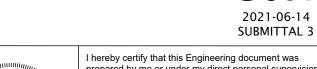
T & L INVESTMENTS, LLC PO BOX 390, 520 MAIN STREET HUDSON, IOWA 50643

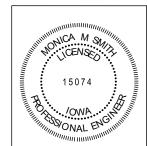
#### CIVIL ENGINEER

ROBINSON ENGINEERING 819 SECOND STREET NE INDEPENDENCE, IOWA 50644 PROJECT CONTACT: ALEX BOWER ENGINEER: MONICA SMITH



819 Second Street NE Independence, Iowa 50644 319-334-7211





prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

MONICA M. SMITH

LICENSE NO. 15074

Signature

My renewal date is December 31, 2021

Pages or sheets covered by this seal: 'C' SHEE

#### SITE DEVELOPMENT PLAN **RETAIL ON BRANDILYNN**

SITE ADDRESS

703 BRANDILYNN BOULEVARD, CEDAR FALLS, IOWA 50613 LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE IV

PARCEL ID: 8914-25-476-008

DEVELOPER

T & L INVESTMENTS, LLC PO BOX 390, 520 MAIN STREET HUDSON, IOWA 50643

LOT SIZE 66,942 SF / 1.537 ACRES

SETBACK REQUIREMENTS FRONT: 20' (INCLUDES PARKING)
REAR: NOT NOTED SIDE: NOTE NOTED

LOT USE

EXISTING

BUILDING FOOTPRINT: N/A
TOTAL PAVEMENT & SIDEWALKS: N/A
TOTAL VEGETATED SURFACE: 66,942 S.F. (100%)

PROPOSED (WHOLE LOT, 66,942 S.F.)
BUILDING FOOTPRINT: 8,516 S.F. (12.7%)
TOTAL PAVEMENT & SIDEWALKS: 38,813 S.F. (58.0%) TOTAL VEGETATED SURFACE: 19,613 S.F. (29.3%)

PROPOSED (EXC. LANDSCAPE SETBACK, 55,071 S.F.) BUILDING FOOTPRINT: 8,516 S.F. (15.5%)
TOTAL PAVEMENT & SIDEWALKS: 36,110 S.F. (65.6%)
TOTAL VEGETATED SURFACE: 10,445 S.F. (18.9%)

- IKING
  REQUIRED PER SEC. 26-220, (a), 2, b, 4.

  30. Restaurant, fast food, drive-in or carryout. One parking space for every 100 square feet of gross floor area, plus one parking space for every two employees with a minimum of five parking spaces for employee parking.

  Where drive-up window facilities are proposed, five stacking spaces sha
- be provided per window.

  35. Shopping centers or retail stores, shops or supermarkets over 2,000 square feet in gross floor area; 4½ parking stalls per 1,000 square feet gross floor area.

CALCULATIONS: RETAIL FLOOR AREA REDUCTION: 3,131 SF \* .9 = 2,818 SF RESTAURANT FLOOR AREA REDUCTION: 4,820 5F · 9 = 4,338 SF RESTAURANT EMPLOYEES, MAX SHIFT PROJECTED: 8 EMPLOYEES RETAIL FLOOR AREA = 2,818 SF / 1,000 \* 4.5 = 13 SPACES RESTAURANT FLOOR AREA = 4,438 SF / 100 = 44 SPACES RESTAURANT EMPLOYES = 16 EMP. / 2 = 8 SPACES

REQUIRED PARKING = 65 SPACES

PROVIDED PARKING = 67 SPACES

FLOOD PLAIN NOT APPLICABLE

STORM WATER MANAGEMENT REGIONAL

#### PROJECT CONTROL



CP 200 N-3641827.83 E-5207747.81 Z-954.58 MAG ON INTAKE TOP CP 201 N-3641828.93 E-5207938.95 Z-954.11 MAG ON INTAKE TOP CP 202 N-3641686.09 E-5208001.08 Z-955.84 MAG ON INTAKE TOP CP 203 N-3641631.04 E-5207850.01 Z-958.09 MAG ON INTAKE TOP CP 204 N-3641616.49 E-5207690.44 Z-960.93 MAG ON INTAKE TOP

The Coordinate Basis for this survey and the subsequent Basis of Bearing is the Iowa State Plane Coordinate System North Zone (1401)
Horizontal Control NAD 83 (2007), Vertical Control NAVD88.
Control was acquired by localizing into the Black Hawk County GPS Control System utilizing points:
15, 23, 30, 98, 107, 108, 109, 161, 171, 172 and projected from the cross of 11-171 & 30-172.
Scale factor 1,0000992/152 analied

Scale factor 1.0000892152 applied.

Held 11, 23, 30, 108, 161, 171, 172 for Horizontal & Vertical Calibration

Projection Point: Northing = 3,645,129.22' Easting = 5,208,107.61'

Item 24.

Robinson Engineering
Consulting Engineer

Company

PLAN DEVELOPMENT

RETAIL ON BRANDILYNN PN: 4305-21 T & L INVESTMENTS, LLC PO BOX 390, 520 MAIN STREET HIIDSON. IOWA 50643

213 SUBMIT

#### TRAFFIC CONTROL

CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ALL TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH ALL APPLICABLE JURISDICTIONAL REQUIREMENTS.

#### **GENERAL NOTES**

- 1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES
- THE SITE IMPROVEMENTS SHOWN WITHIN THIS PLAN SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE 2021 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2021) AS AMMENDED BY THE CITY OF CEDAR FALLS UNLESS SPECIFICALLY STATED OTHERWISE IN THESE PLANS. THE PROJECT MANUAL (IF APPLICABLE), OR CITY AND OTHER APPLICABLE ORDINANCES. THIS INCLUDES, IF PROVIDED, PROJECT SPECIFIC SUPPLEMENTAL SPECIFICATIONS
- ANY QUANTITIES SHOWN ON THE CIVIL SHEETS (C#.#) ARE TO ASSIST THE BIDDER. THE BIDDER/CONTRACTOR SHALL MAKE A FINAL DETERMINATION OF THE QUANTITIES REQUIRED TO COMPLETE THE WORK AND THE BID SHALL BE ON THE BASIS OF THE BIDDER/CONTRACTOR'S OWN CALCULATIONS. ANY COMMENT RELATED TO QUANTITY OR PAYMENT ON THE CIVIL SHEETS IS SOLELY PROVIDED TO ASSIST THE BIDDER/CONTRACTOR IN THE PREPARATION OF BIDDING AND SHALL NOT BE CAUSE FOR CHANGE ORDER REQUEST.
- 4. CONSTRUCTION SURVEY FOR THIS PROJECT SHALL BE PROVIDED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480. UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, LOCATE AND DETERMINE THE UNDERGROUND UTILITIES ON THE PROJECT SITE. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY UNDERGROUND
- THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO BECOME FULLY FAMILIAR WITH THE EXISTING CONDITIONS OF THE SITE. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS
- THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK
- DRAWING DIMENSIONS SHALL GOVERN OVER SCALING OF DRAWINGS. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE
- 11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
- 12. CONTRACTOR SHALL CONFINE WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS PROVIDED OR EASEMENTS OBTAINED. COPIES OF ANY EASEMENTS THE CONTRACTOR OBTAINS FOR CONSTRUCTION WORK ON THIS PROJECT SHALL BE PROVIDED TO
- 13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
- 14. CONTRACTOR SHALL NOT INTERRUPT ACCESS TO OTHER PROPERTIES, WHERE INGRESS/EGRESS IS PERMITTED, DURING CONSTRUCTION
- 15. CONTRACTOR SHALL INSTALL INITIAL EROSION CONTROL MEASURES FOR INSPECTION BY THE CITY PRIOR TO EARTH MOVING
- 16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS. AFFECTED UTILITY COMPANIES, AND/OR AFFECTED PROPERTY OWNERS WHEN UTILITY SERVICES ARE INTERRUPTED DUE TO CONSTRUCTION
- 17. TYPE A COMPACTION SHALL BE REQUIRED FOR EXCAVATION/EMBANKMENT WORK ON THIS PROJECT. ADDITIONAL COMPACTION REQUIREMENTS MAY BE REQUIRED FOR BUILDING CONSTRUCTION. REFER TO APPLICABLE SPECIFICATIONS FOR THAT WORK.
- THIS PLAN REFERENCES NYLOPLAST STRUCTURES WITH THE INTENT TO SPECIFY AN ENGINEERED PVC STRUCTURE AND IS NOT INTENDED TO INDICATE A SPECIFIC BRAND IS REQUIRED. STRUCTURES SHALL BE NYLOPLAST BRAND OR EQUIVALENT. NYLOPLAST IS A BRAND NAME AFFILIATED WITH ADS PIPE.
- 19. THE CONTRACTOR WILL BE PROVIDED WITH THE STORM WATER POLLUTION PREVENTION PLAN AND ACCOMPANYING NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT NUMBER 2 (SWPPP) DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR SWPPP MANAGEMENT, INSPECTIONS, EXECUTION, AND REMOVAL OF DEVICES. IN ADDITION, CONTRACTOR SHALL SUBMIT 'NOTICE OF DISCONTINUATION' TO THE IOWA DNR AT TIME SITE IS CONSIDERED FULLY ESTABLISHED, SUBJECT TO

#### APPLICABLE SUDAS SECTIONS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following specifications sections are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other sections from applicability to work on this project. For all items called out in subsection 1.08 MEASUREMENT AND PAYMENT, '1. Measurement:' and '2. Payment:' shall be excluded. '3. Includes:' shall still apply to all sections. Any reference to 'Unit price' or similar context shall refer to The Contract arrangement for payment in the Project Manual for this project. EXAMPLE: where a 6" Gate valve is called out in the Plans all incidentals under Division 5, Section 5020, Part 1, Sub Section 1.08, A., 3, shall apply.

#### **DIVISION 2: Earthwork**

2010: Earthwork, Subgrade, and Subbase

#### DIVISION 3: Trench Excavation and Backfill

3010: Trench Excavation and Backfill

3020: Trenchless Construction (Boring, Jacking, and Tunneling)

#### **DIVISION 4: Sewers and Drains**

4010: Sanitary Sewers 4020: Storm Sewers

4060: Cleaning, Inspection, and Testing of Sewers

#### **DIVISION 5: Water Mains and Appurtenances**

5010: Pipe Fittings

5020: Valves, Fire Hydrants, and Appurtenances

5030: Testing and Disinfection

#### **DIVISION 6: Structures for Sanitary and Storm Sewers**

6010: Structures for Sanitary and Storm Sewers

6030: Cleaning, Inspection, and Testing of Structures

#### **DIVISION 7: Streets and Related Work**

7030: Sidewalks, Shared Used Paths, and Driveways

#### **DIVISION 8: Traffic Control**

8020: Pavement Markings

8030: Temporary Traffic Control

#### **DIVISION 9: Site Work and Landscaping**

9010: Seeding 9030: Plant Material and Planting

9040: Erosion and Sediment Control 9060: Chain Link Fence

#### Division 11: Miscellaneous

11,010: Construction Survey

11.050: Concrete Washout

#### APPLICABLE SUDAS DETAILS:

Iowa Statewide Urban Design and Specifications (SUDAS) is available publicly at https://iowasudas.org

The following details are brought to the attention of the contractor for work on this project. Exclusion from this list shall not exempt other details from applicability to site work on this project.

#### **DIVISION 2: Earthwork**

2010.101 - DETAILS OF EMBANKMENTS AND REBUILDING **EMBANKMENTS** 

2010.102 - DESIGNATION OF ROADWAY EARTHWORK ITEMS

#### **DIVISION 3: Trench Excavation and Backfill**

3010.101 - Trench Bedding and Backfill Zones

3010.103 - Flexible Gravity Pipe Trench Bedding 3010.104 - Pressure Pipe Trench Bedding

#### **DIVISION 4: Sewers and Drains**

4010.201 - Sanitary Sewer Service Stub

4010.203 - Sanitary Sewer Cleanout

4020.211 - Storm sewer Pipe Connections

#### **DIVISION 5: Water Mains and Appurtenances**

5010.102 - Tracer System 5010.901 - Minimum Clearance Between Water Service and

Structure

5020.201 - Fire Hydrant Assembly

#### **DIVISION 7: Streets and Related Work**

7010.102 - PCC Curb Details [6" Standard Curb]

7010.904 - Typical Jointing Layout

7030.102 - Concrete Driveway, Type B [With Radii]

7030.202 - Curb Details for Class A Sidewalk [Detail 3]

DIVISION 8: Traffic Control 8030-102 - Work off of Pavement with Minor Encroachment onto Traveled Way

#### **DIVISION 9: Site Work and Landscaping**

9030.101 - Planting Pit

9030.102 - Tree Staking, Guying, And Wrapping

9040.102 - Filter Berm and Filter Sock

9040.103 - Rolled Erosion Control Product (RECP) Installation on

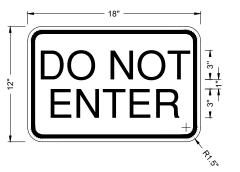
9040.104 - Rolled Erosion Control Product (RECP) Installation in Channel

9040.114 - Sediment Basin with Emergency Spillway

9040.119 - Silt Fence

9040.120 - Stabilized Construction Entrance





#### SIGN DETAILS

FOLLOW MUTCD STANDARDS FOR FONT STYLE AND GENERAL DIMENSIONING

Item 24.

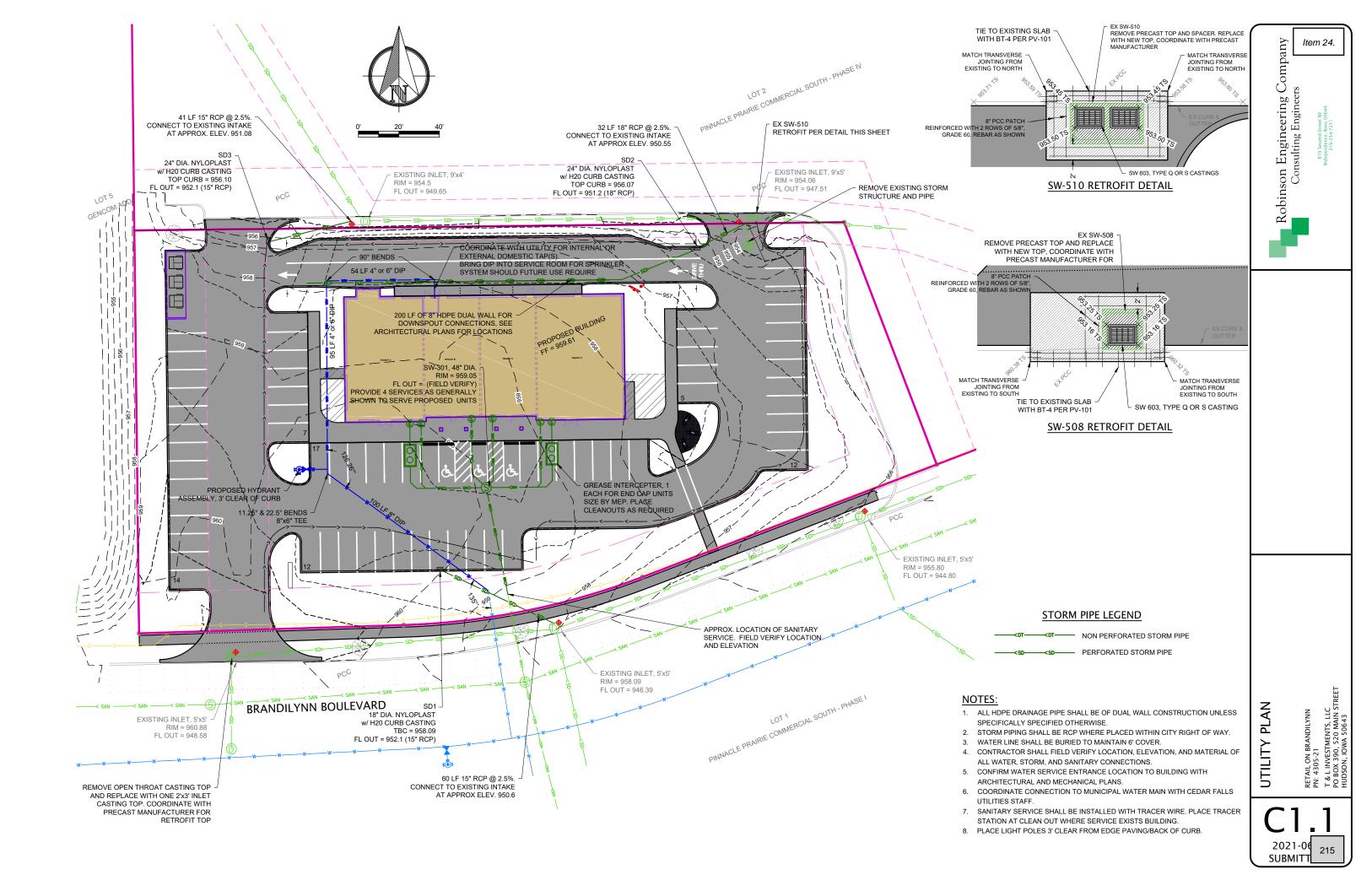
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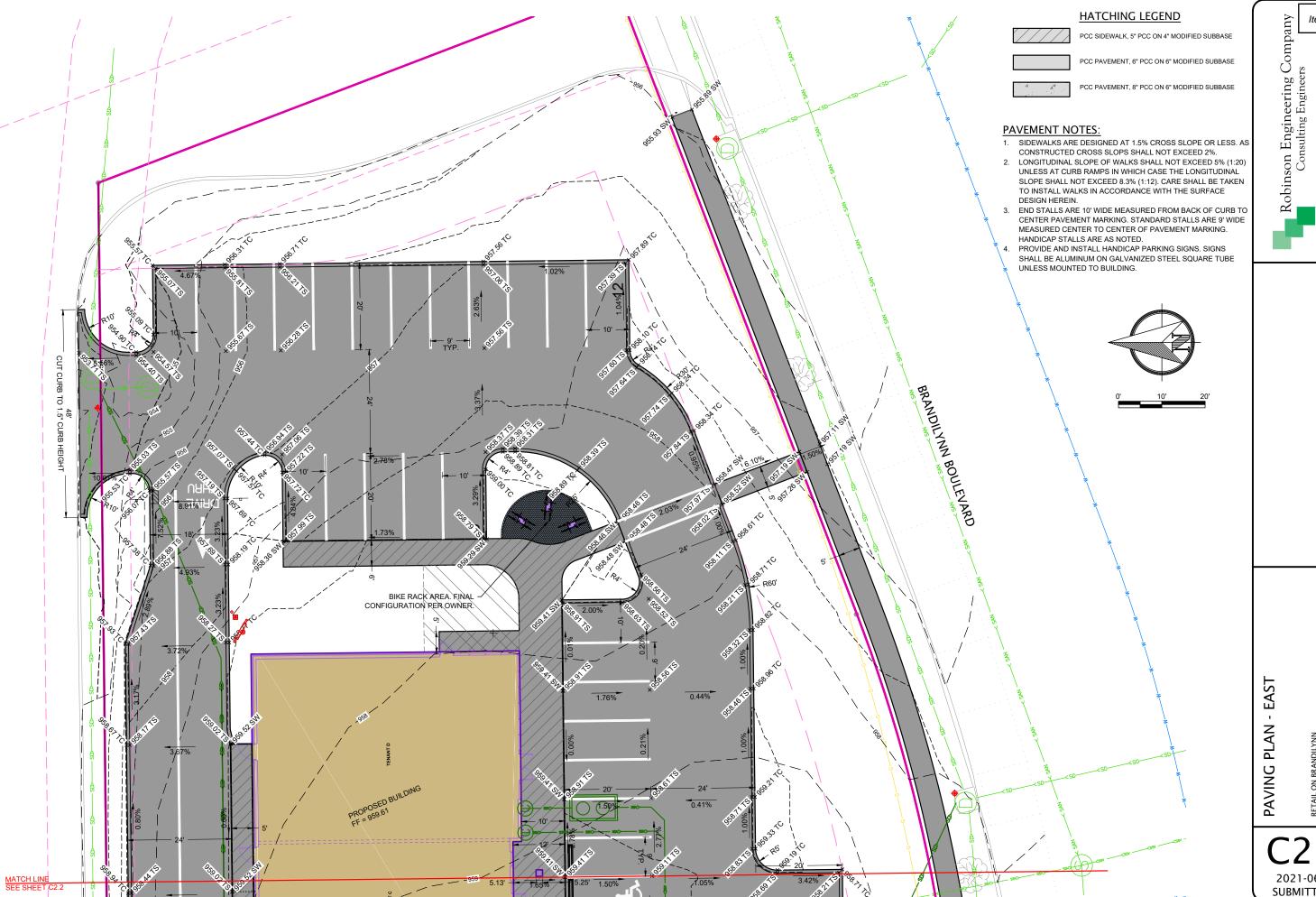
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GENERAL NOTES

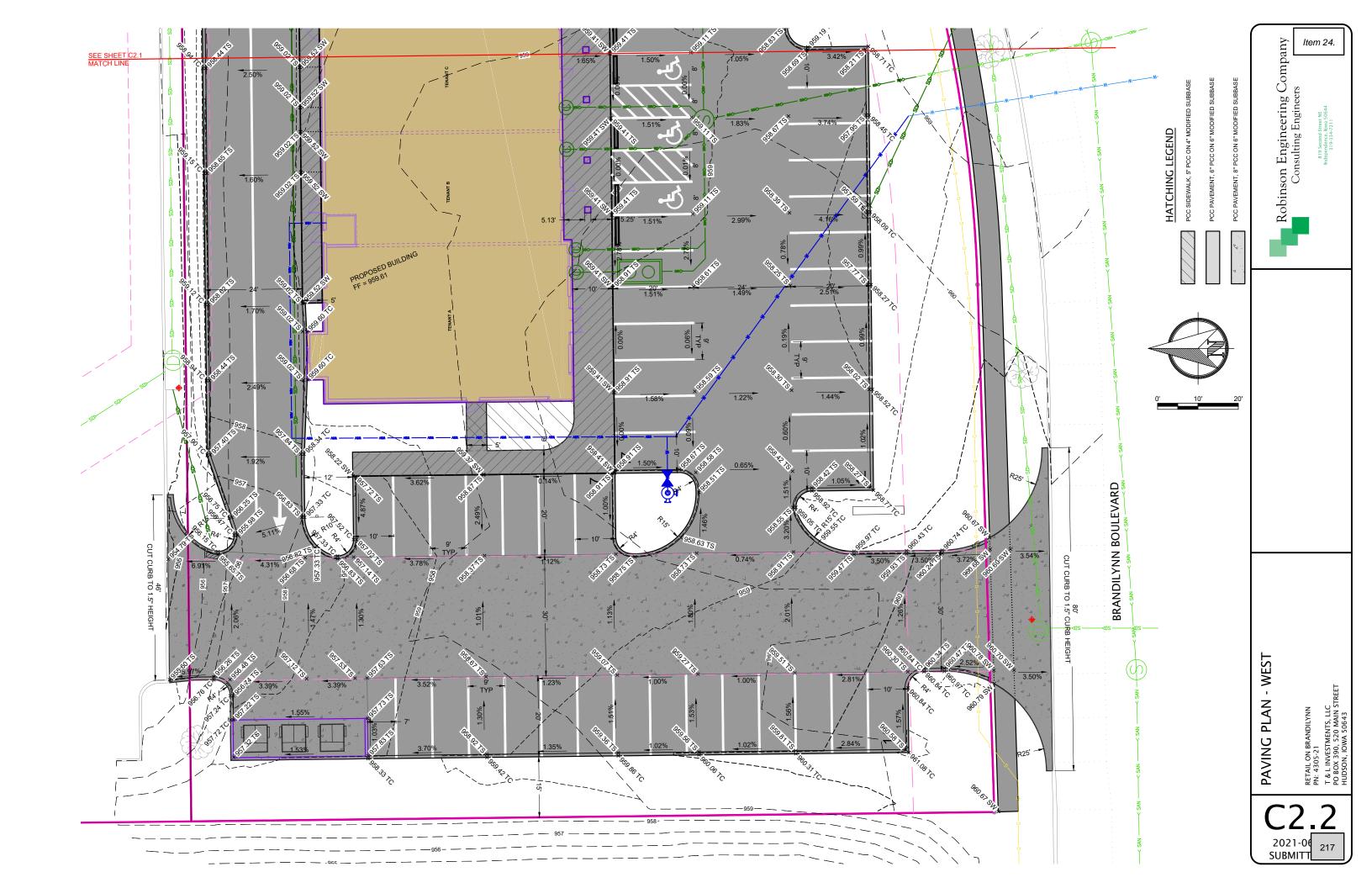
TMENTS, LLC , 520 MAIN ST AIL ON 4305-2

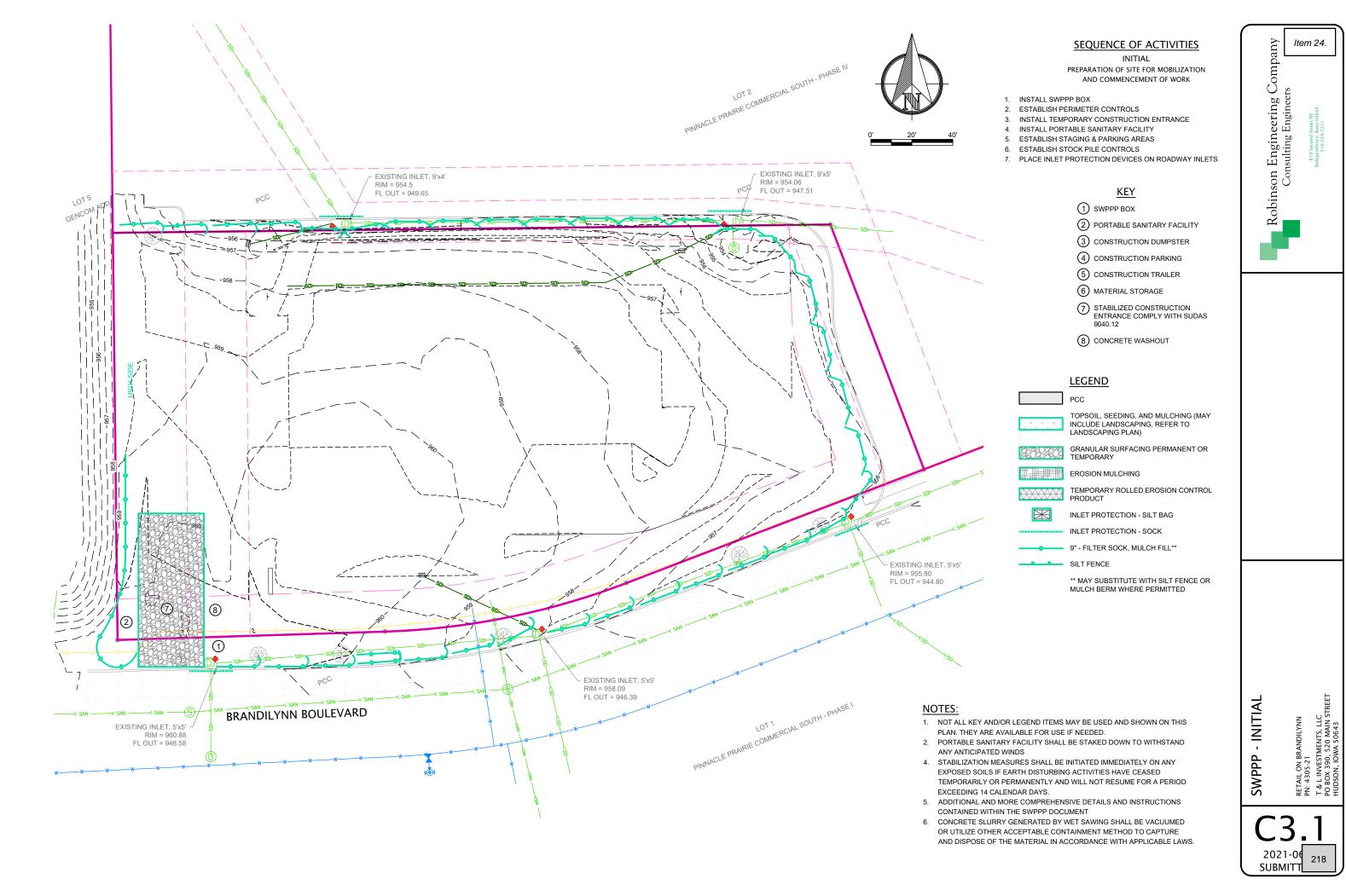
**SUBMIT** 

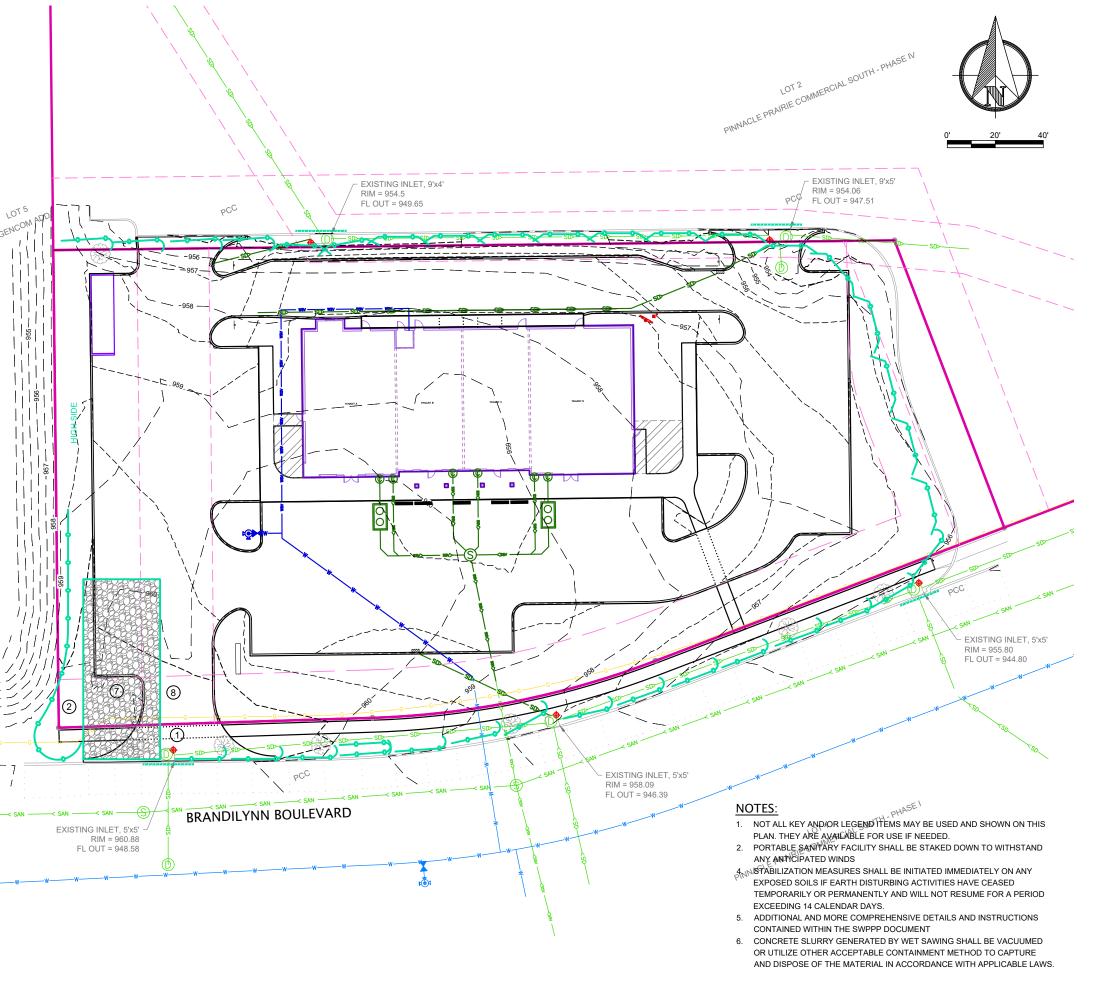




Item 24.







#### **SEQUENCE OF ACTIVITIES**

#### CONSTRUCTION

CONTINUED MAINTENANCE, IMPLEMENTATION, AND EVOLUTION OF SWPPP

- 1. MAINTENANCE
- 1.A. SWPPP DOCUMENTS
- 1.B. PERIMETER CONTROLS
- 1.C. TEMPORARY CONSTRUCTION ENTRANCE
- 1.D. STOCK PILES
- 2. SITE GRADING
- 2.A. INSTALL DETENTION BASIN ON SOUTH END TO OPERATE AS SEDIMENT BASIN DURING CONSTRUCTION.
- 2.B. PLACE EROSION MULCHING WHEN AREAS ARE NOT BEING WORKED OR ONCE GRADE IS ESTABLISHED
- 2.C. PLACE PAVEMENT SUBBASE ONCE SUBGRADE PREPARED
- 2.D. SWEEP STREETS WHEN EROSION IS TRACKED
- 3. UTILITIES
- 3.A. PLACE EROSION MULCHING THROUGH DISTURBED ARFAS
- 3.B. PLACE INLET PROTECTION DEVICES FOR NEWLY INSTALLED INTAKES
- 3.C. PLACE SILT FENCE TO PROTECT CULVERTS
- 3.D. SWEEP STREETS WHEN EROSION IS TRACKED
- 4. BUILDING CONSTRUCTION
- 4.A. MAINTAIN ONSITE CONTROLS
- 5. SITE PAVING
- 5.A. INSTALL CONCRETE WASHOUT
- 5.B. REMOVE TEMPORARY CONSTRUCTION ENTRANCE ONCE REQUIRED TO PREPARE SUBBASE AND PLACE PAVEMENT

#### **LEGEND**

 $\mathbb{H}$ 

TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)

GRANULAR SURFACING PERMANENT OR TEMPORARY

**EROSION MULCHING** 

TEMPORARY ROLLED EROSION CONTROL INLET PROTECTION - SILT BAG

INLET PROTECTION - SOCK

9" - FILTER SOCK, MULCH FILL\*\* SILT FENCE

> \*\* MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

#### **KEY**

- (1) SWPPP BOX
- 2 PORTABLE SANITARY FACILITY
- (3) CONSTRUCTION DUMPSTER
- (4) CONSTRUCTION PARKING
- (5) CONSTRUCTION TRAILER
- 6 MATERIAL STORAGE
- 7 STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
- 8 CONCRETE WASHOUT

Item 24.

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Consulting Enginee

SWPPP - DURING CONSTRUCTION

RETAIL ON BRANDILYNN PN: 4305-21 T & L INVESTMENTS, LLC PO BOX 390, 520 MAIN STRE HILDSON. IOWA 50643

**SUBMIT** 

#### **SEQUENCE OF ACTIVITIES**

FINAL STABILIZATION

- 1. REMOVAL OF SILT BASIN
- 1.A. DREDGE BASINS TO REMOVE ACCUMULATING SILT.
- 1.B. REMOVE TEMPORARY SILT DEVICE FROM OUTLET STRUCTURE OF BASIN.
- 2. SPREAD TOP SOIL
- 3. SEEDING
- 3.A. REMOVE EROSION FROM DEVICES TO FINISHED GRADE AND PREP SEEDING AREAS
- 3.B. PLACE SEEDING, MULCHING, AND FERTILIZER
- 3.C. WATER AS NECESSARY
- 4. SEEDING ESTABLISHED
- 4.A. REMOVE ALL TEMPORARY CONTROLS.
- 4.B. BEGIN DETENTION SYSTEM MAINTENANCE SCHEDULE.

#### LEGEND



TOPSOIL, SEEDING, AND MULCHING (MAY INCLUDE LANDSCAPING, REFER TO LANDSCAPING PLAN)

GRANULAR SURFACING PERMANENT OR TEMPORARY

EROSION MULCHING

TEMPORARY ROLLED EROSION CONTROL

INLET PROTECTION - SILT BAG



9" - FILTER SOCK, MULCH FILL\*\* SILT FENCE

> \*\* MAY SUBSTITUTE WITH SILT FENCE OR MULCH BERM WHERE PERMITTED

#### KEY

- 1 SWPPP BOX
- 2 PORTABLE SANITARY FACILITY
- (3) CONSTRUCTION DUMPSTER
- (4) CONSTRUCTION PARKING
- (5) CONSTRUCTION TRAILER
- 6 MATERIAL STORAGE
- T STABILIZED CONSTRUCTION ENTRANCE COMPLY WITH SUDAS 9040.12
- (8) CONCRETE WASHOUT

#### NOTES:

- 1. NOT ALL KEY AND/OR LEGEND ITEMS MAY BE USED AND SHOWN ON THIS PLAN. THEY ARE AVAILABLE FOR USE IF NEEDED.
- 2. PORTABLE SANITARY FACILITY SHALL BE STAKED DOWN TO WITHSTAND ANY ANTICIPATED WINDS
- 4. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY ON ANY EXPOSED SOILS IF EARTH DISTURBING ACTIVITIES HAVE CEASED TEMPORARILY OR PERMANENTLY AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- 5. ADDITIONAL AND MORE COMPREHENSIVE DETAILS AND INSTRUCTIONS CONTAINED WITHIN THE SWPPP DOCUMENT
- 6. CONCRETE SLURRY GENERATED BY WET SAWING SHALL BE VACUUMED OR UTILIZE OTHER ACCEPTABLE CONTAINMENT METHOD TO CAPTURE AND DISPOSE OF THE MATERIAL IN ACCORDANCE WITH APPLICABLE LAWS.

Item 24.

Company

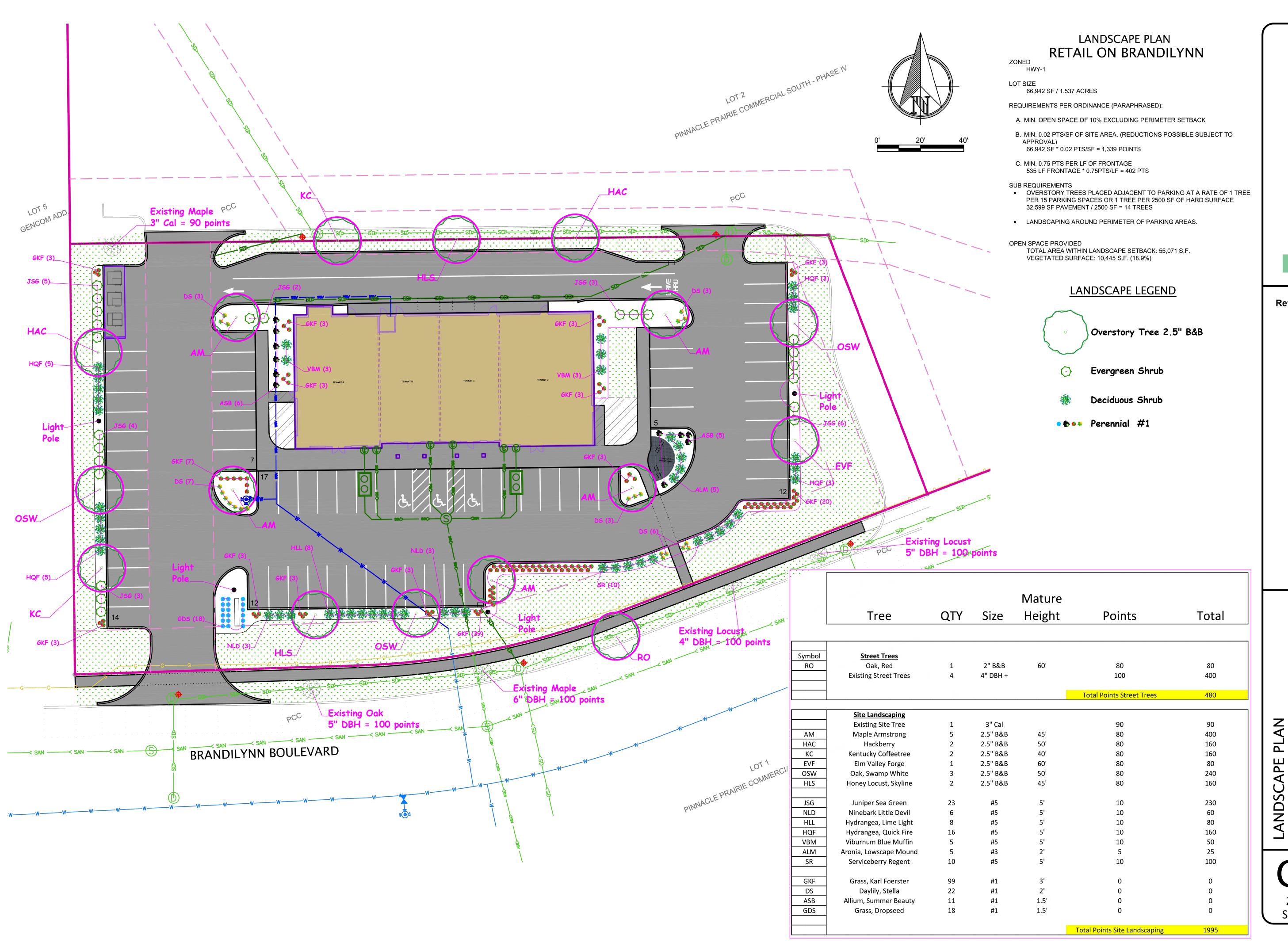
Robinson Engineering
Consulting Enginee

STABILIZATION FINAL SWPPP

RETAIL ON BRANDILYNN PN: 4305-21 T & L INVESTMENTS, LLC PO BOX 330, S20 MAIN STREET HIIDSON. IOWA 50643

220

SUBMIT



obinson Engineering Consulting Enginee

Revised 05.19.2021

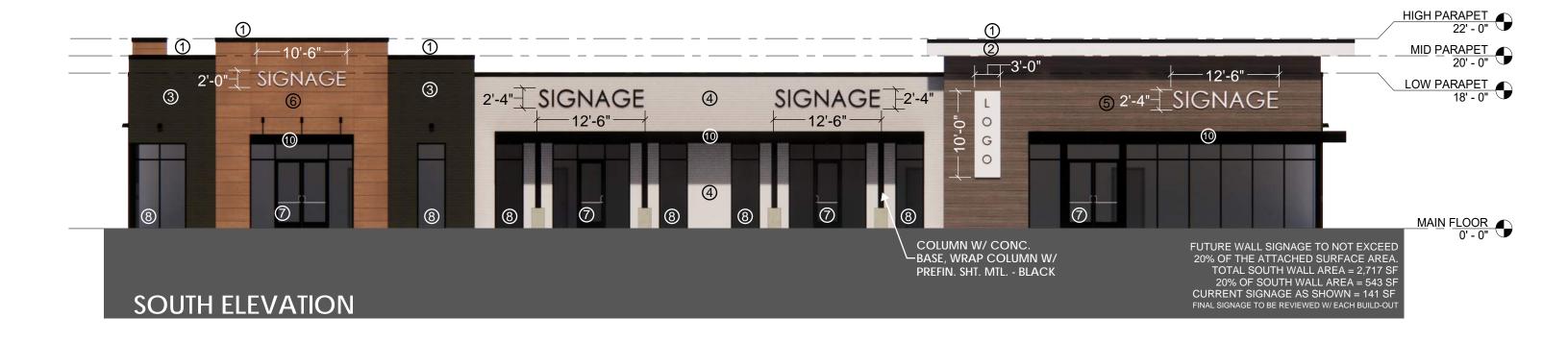
2021-04-26 SUBMITTAL 1













- 1) PREFIN. SHT. MTL. CAP FIRESTONE MATTE BLACK
- 2 ACM PANEL FASCIA WHITE
- (3) FACE BRICK VINTAGE BLACK VELOUR
- (4) PAC-CLAD ALUM. PANELS STONE WHITE
- 5) NICHIHA ROUGHSAWN PANELS ESPRESSO
- 6 NICHIHA RIFTSAWN PANELS PECAN

- (7) ALUM. ENTRANCE FRAMING BLACK
- 8) ALUM. STOREFRONT FRAMING BLACK
- 9) INSUL. GALV. H.M. DOOR MATCH PAC-CLAD STONE WHITE
- PREFIN. SHT. MTL. CANOPY BLACK
- 1) DRIVE-THRU WINDOW BLACK





- 1) PREFIN. SHT. MTL. CAP FIRESTONE MATTE BLACK
- 2 ACM PANEL FASCIA WHITE
- (3) FACE BRICK VINTAGE BLACK VELOUR
- (4) PAC-CLAD ALUM. PANELS STONE WHITE
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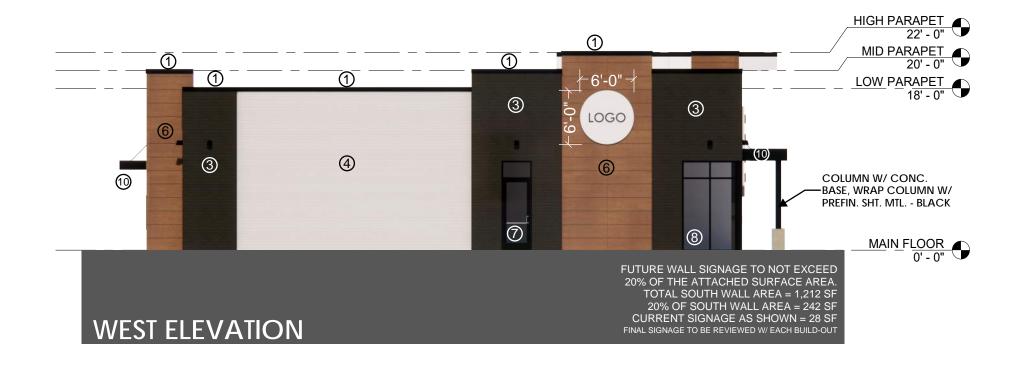
- 7) ALUM. ENTRANCE FRAMING BLACK
- (8) ALUM. STOREFRONT FRAMING BLACK
- (9) INSUL. GALV. H.M. DOOR MATCH PAC-CLAD STONE WHITE
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- (1) DRIVE-THRU WINDOW BLACK





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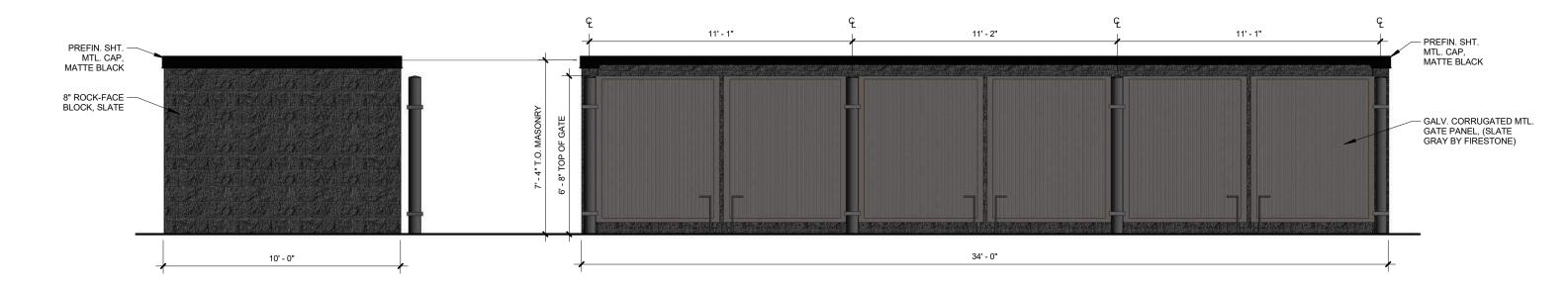
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- 10) PREFIN. SHT. MTL. CANOPY BLACK
- 1 DRIVE-THRU WINDOW BLACK





- 1) PREFIN. SHT. MTL. CAP FIRESTONE MATTE BLACK
- (2) ACM PANEL FASCIA WHITE
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- (10) PREFIN. SHT. MTL. CANOPY BLACK
- 1 DRIVE-THRU WINDOW BLACK

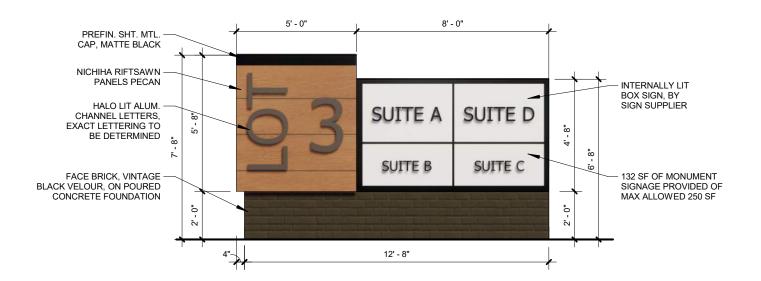


## ENCLOSURE SIDE ELEVATION

SCALE: 1/4" = 1'-0"

## ENCLOSURE FRONT ELEVATION

SCALE: 1/4" = 1'-0"





MONUMENT SIGN TYP. ELEVATION

SCALE: 1/4" = 1'-0"

#### **DEPARTMENT OF PUBLIC WORKS**



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

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

#### MEMORANDUM

TO: Mayor Rob Green and City Council

FROM: Brian Heath, Oper./Maint. Division Manager

**DATE:** June 28, 2021

**SUBJECT:** Equipment Purchase

Quotes were received for a Mini Excavator to be utilized in the Operations and Maintenance Division for various projects with primary usage in the Park Section. This equipment is scheduled for purchase in FY22 at a projected amount of \$100,000.00 utilizing General Funds.

Following is a summation of the quotes received for the mini excavator and associated attachments:

| Black Hawk Rental (Bobcat)  | \$78,879.72 |
|-----------------------------|-------------|
| Altorfer (CAT)              | \$92,795.00 |
| P&K Midwest (John Deere)    | \$92,825.08 |
| Murphy Tractor (John Deere) | \$96,600.00 |

The quote from Black Hawk Rental for the Bobcat excavator and associated attachments was in order and the lowest quote received. The O/M Division does have experience with Bobcat brand equipment and has found their product to be reliable and a very good value.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total cost of \$78,879.72. As mentioned above, the expenditure is fully funded and will be paid from General Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



#### **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: Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** July 1, 2021

**SUBJECT:** Maintenance and Repair Agreement

Post-Construction Stormwater Management Plan

Strickler Properties Warehouse

6415 Development Drive, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Strickler Properties Warehouse, 6415 Development Drive, Cedar Falls, IA 50613 and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works

David Wicke, City Engineer

#### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

|      | This Agreement is made and entered into by and between Strickler Properties LC.    |        |
|------|------------------------------------------------------------------------------------|--------|
| (her | reinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the  | day    |
| of_  | , 20                                                                               | - •    |
|      | WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that | at has |
| beer | n developed or will be developed by Owner (hereinafter "Benefited Property"): and  |        |

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

- 1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
- 2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
  - 3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Page 1 of 3

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

- a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.
- b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.
- 4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.
- 5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.
- 6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.
- 7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

| By (Sigr<br>Printed                                                           | Name: Pessycwi                                                                |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| STATE OF <u>LOWA</u> )  COUNTY OF <u>BLACK HAWK</u> )                         | SS                                                                            |
|                                                                               |                                                                               |
| This instrument was acknowledged                                              | d before me on the $23^{10}$ day of $\sqrt{348}$                              |
| , 2021 by David Strickler as Owner                                            | of Strickler Properties LC.                                                   |
| e ger                                                                         | Au PEN                                                                        |
| STEVEN P BURRELL COMMISSION NO. 814828 MY COMMISSION EXPIRES JANUARY 23, 2022 | Notary Public in and for the State of Icm A                                   |
|                                                                               | City of Cedar Falls, Iowa                                                     |
|                                                                               | By:                                                                           |
| ATTEST:                                                                       | Robert M. Green, Mayor                                                        |
| Jacqueline Danielsen, MMC, City Clerk                                         |                                                                               |
| STATE OF)                                                                     | SS                                                                            |
| COUNTY OF)                                                                    | ,,,                                                                           |
| This instrument was acknowledged be                                           | efore me on theday of, eline Danielsen, MMC, City Clerk, of the City of Cedar |
|                                                                               | Notary Public in and for the State of Iowa                                    |

#### Exhibit A

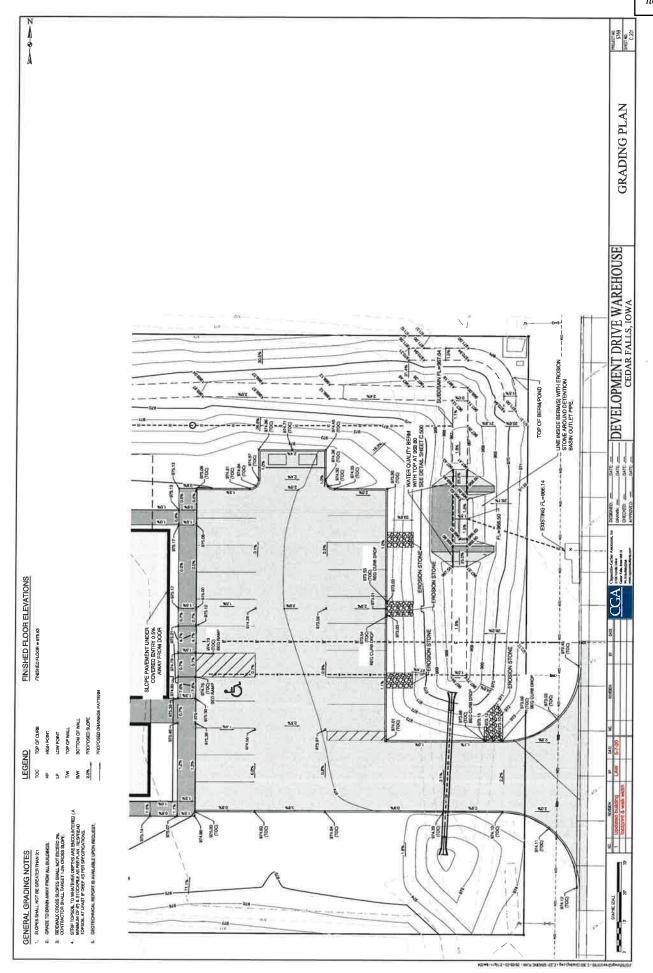
### Legal Description

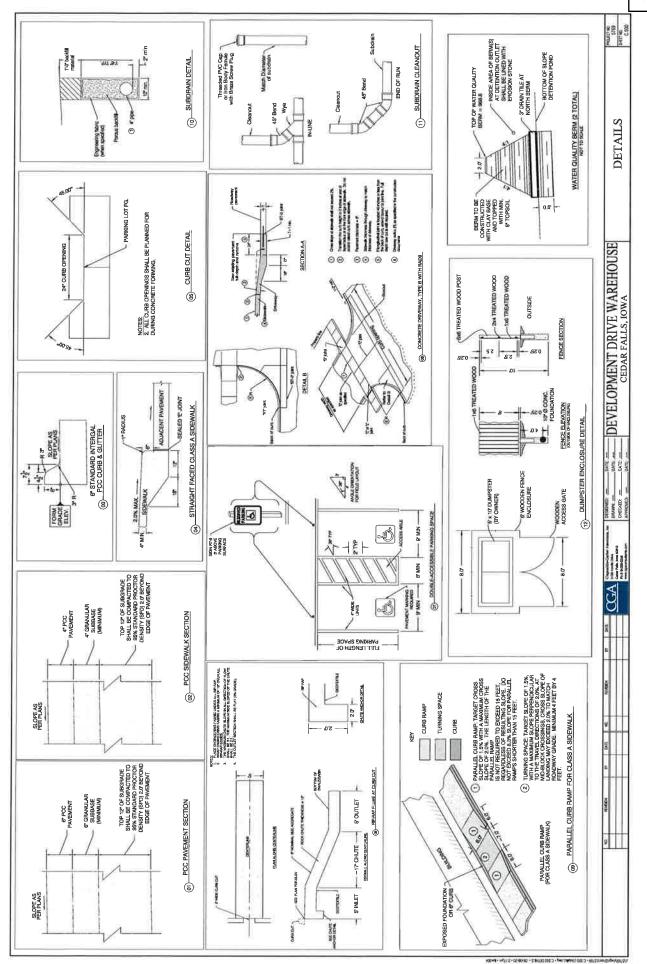
Lot 3 of West Viking Road Industrial Park – Phase II in Cedar Falls, Iowa Address: 6415 Development Drive, Cedar Falls, IA 50613

#### Exhibit B

### Stormwater Management Facilities

(See Attached)





#### Exhibit C

#### Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

| BMP element:              | Potential problem:               | How I will remediate the problem:                            |  |  |
|---------------------------|----------------------------------|--------------------------------------------------------------|--|--|
| The entire BMP            | Trash/debris is present.         | Remove the trash/debris.                                     |  |  |
| The perimeter of the      | Areas of bare soil and/or        | Regrade the soil if necessary to remove                      |  |  |
| detention basin           | erosive gullies have formed.     | the gully, and then plant a ground cover                     |  |  |
|                           |                                  | and water until it is established. Provide                   |  |  |
|                           |                                  | lime and a one-time fertilizer application.                  |  |  |
|                           | Vegetation is too short or       | Maintain vegetation at a height of                           |  |  |
|                           | too long.                        | approximately six inches.                                    |  |  |
| The inlet device: pipe or | The pipe is clogged.             | Unclog the pipe. Dispose of the                              |  |  |
| swale                     |                                  | sediment off-site.                                           |  |  |
|                           | The pipe is cracked or           | Replace the pipe.                                            |  |  |
|                           | otherwise damaged.               | _ · · · · · · · · · · · · · · · · · · ·                      |  |  |
|                           | Erosion is occurring in the      | Regrade the swale if necessary to                            |  |  |
|                           | swale.                           | smooth it over and provide erosion                           |  |  |
|                           |                                  | control devises such as reinforced                           |  |  |
|                           |                                  | turf matting or riprap to avoid future                       |  |  |
|                           |                                  | problems with erosion.                                       |  |  |
| The forebay               | Sediment has accumulated         | Search for the source of the sediment                        |  |  |
| o.o.ouy                   | to a depth greater than the      | and remedy the problem if possible.                          |  |  |
|                           | original design depth for        | Remove the sediment and dispose of                           |  |  |
|                           | sediment storage.                | it in a location where it will not cause                     |  |  |
|                           | Seament storage.                 | impacts to streams or the BMP.                               |  |  |
| Ã5                        | Erosion has occurred.            | Provide additional erosion protection                        |  |  |
|                           | Liosion has occurred.            | such as reinforced turf matting or riprap                    |  |  |
|                           |                                  | ,                                                            |  |  |
|                           | *                                | if needed to prevent future erosion problems.                |  |  |
|                           | Weeds are present.               |                                                              |  |  |
|                           | vveeus are present.              | Remove the weeds, preferably by hand.                        |  |  |
|                           |                                  | If pesticide is used, wipe it on the plants                  |  |  |
| The main detention area   | Codiment has assumulated         | rather than spraying.  Search for the source of the sediment |  |  |
| The main detention area   | Sediment has accumulated         |                                                              |  |  |
|                           | to a depth greater than the      | and remedy the problem if possibe.                           |  |  |
|                           | original design sediment         | Remove the sediment and dispose of                           |  |  |
|                           | storage depth.                   | it in a location where it will not cause                     |  |  |
|                           | Cattaila ubasanitas au athan     | impacts to streams or the BMP.                               |  |  |
|                           | Cattails, phragmites or other    | Remove the plants by wiping them                             |  |  |
|                           | invasive plants cover 50%        | with herbicide (do not spray).                               |  |  |
| <del>-</del> ,            | of the basin surface.            |                                                              |  |  |
| The embankment            | Shrubs have started to grow      | Remove shrubs immediately.                                   |  |  |
|                           | on the embankment.               |                                                              |  |  |
|                           | A tree has started to grow       | Remove the tree immediately.                                 |  |  |
|                           | on the embankment.               |                                                              |  |  |
| The outlet device         | Clogging has occurred.           | Clean out the outlet device.                                 |  |  |
|                           |                                  | Dispose of the sediment off-site                             |  |  |
|                           | The outlet device is damaged.    | Repair or replace the outlet device.                         |  |  |
| Washed stone in front of  | Silt build up on stone           | Washed stone must be unclogged and                           |  |  |
| orifice outlet            | blocking outlet.                 | replaced as needed.                                          |  |  |
| The receiving water       | Erosion or other signs of damage | Repair damage.                                               |  |  |
|                           | have occurred at the outlet.     |                                                              |  |  |

#### **Exhibit D**

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### **DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

#### Exhibit E

## <u>Stormwater Management Inspection/Maintenance Form</u> To be kept on site

| PROJECT NAME:     |                |                             |                       |  |  |  |  |
|-------------------|----------------|-----------------------------|-----------------------|--|--|--|--|
| PROJECT LOCATION: |                |                             |                       |  |  |  |  |
| OWNER/LEGA        | AL ENTITY:     |                             |                       |  |  |  |  |
| TELEPHONE:        | TELEPHONE:     |                             |                       |  |  |  |  |
| E-MAIL:           |                |                             |                       |  |  |  |  |
| INITIAL DATE      | OF OPERATION:  |                             |                       |  |  |  |  |
|                   | Ť              | <b>V</b>                    | *                     |  |  |  |  |
| DATE              | ITEM INSPECTED | INSPECTOR<br>(Please Print) | OBSERVATION & REMARKS |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             | 7                     |  |  |  |  |
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|                   |                |                             |                       |  |  |  |  |
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|                   |                | 12                          |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |
|                   | 100            |                             |                       |  |  |  |  |
|                   |                |                             |                       |  |  |  |  |

| DATE     | ITEM INSPECTED | INSPECTOR<br>(Please Print)             | OBSERVATION & REMARKS |
|----------|----------------|-----------------------------------------|-----------------------|
|          |                |                                         |                       |
|          |                |                                         |                       |
|          |                |                                         |                       |
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#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** June 30<sup>th</sup>, 2021

**SUBJECT:** West 27<sup>th</sup> Street Sanitary Sewer Extension Project

City Project Number RC-000-3240

**Contract Documents** 

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Pirc-Tobin Construction, Inc. for the construction of the West 27<sup>th</sup> Street Sanitary Sewer Extension Project.

The Department of Public Works recommends approving and executing the contract with Pirc-Tobin Construction, Inc. for the construction of the West 27<sup>th</sup> Street Sanitary Sewer Extension Project. This project involves 1,600 linear feet of sanitary sewer placement to extend sanitary sewer service prior to the West 27<sup>th</sup> Street Reconstruction project. The sewer extension will serve the proposed Cedar Falls High School site along with future residential development north of West 27th Street and east of Union Road.

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

xc: Chase Schrage, Director of Public Works

David Wicke, City Engineer

#### FORM OF CONTRACT

| This Contract | : entered into in <u>quac</u> | druplicate at Cedar Falls, Iowa, this day of         |
|---------------|-------------------------------|------------------------------------------------------|
| , 20          | 21, by and between th         | he 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: W. 27TH STREET SANITARY SEWER EXTENSION PROJECT, Project No. RC-000-3240 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 7th day of June 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. RC-000-3240 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
- I. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

| In Witness whereof, this Contract has been         | en executed in <u>quadruplicate</u> on the date first |
|----------------------------------------------------|-------------------------------------------------------|
| herein written.                                    | Contractor                                            |
|                                                    | CITY OF CEDAR FALLS, IOWA  By Robert M. Green, Mayor  |
| Attest:<br>Jacqueline Danielsen, MMC<br>City Clerk |                                                       |

#### Performance, Payment and Maintenance Bond

| SURETY BOND NO | 54-238873 |  |
|----------------|-----------|--|
|----------------|-----------|--|

| KN | O. | W | ALL | В | Y | THESE | PR | ESEN | VTS: |
|----|----|---|-----|---|---|-------|----|------|------|
|----|----|---|-----|---|---|-------|----|------|------|

| That we, Pirc-Tobin Construction, Inc. , as Principal (hereinafter the "Contractor" or "Principal" and              |
|---------------------------------------------------------------------------------------------------------------------|
| United Fire & Casualty Company as Surety are held and firmly bound unto                                             |
| CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who              |
| may be injured by any breach of any of the conditions of this Bond in the penal sum of                              |
| Two Hundred Sixty Five Thousand One Hundred Sixty Three and 35/100 Dollars                                          |
| (\$\(\frac{265,163.35}{\}\)), 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 theday of, 2021, hereinafter the "Contract") wherein said Contractor                            |
| undertakes and agrees to construct the following described improvements:                                            |

#### W. 27th Street Sanitary Sewer Extension Project Project RC-000-3240

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 \_\_\_\_\_ 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. RC-000-3240

| Witness our hands, in triplicate, this | day of, <u>2021.</u>                                 |
|----------------------------------------|------------------------------------------------------|
| Surety Countersigned By:               | PRINCIPAL:                                           |
| Signature of Agent                     | Pirc-Tobin Construction, Inc. Contractor             |
| Printed Name of Agent                  | By: Signature Title                                  |
| Company Name                           | SURETY:                                              |
| Company Address                        | United Fire & Casualty Company  Surety Company       |
| City, State, Zip Code                  | By: Signature Attorney-in-Fact Officer               |
| Company Telephone Number               | Kurt Feller Printed Name of Attorney-in-Fact Officer |
|                                        | TrueNorth Companies Company Name                     |
|                                        | 500 1st Ste SE                                       |
| FORM APPROVED BY:                      | Code Parish Address                                  |
|                                        | Cedar Rapids, IA 52401 City, State, Zip Code         |
| Attomory for Overson                   | (319) 364-5193                                       |
| 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.



#### UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety D 118 Secon Cedar Rapids.

Item 27.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, LUKAS SCHRODER, JASON D. SMITH, JAMES M. SMITH, TIMOTHY J. FOLEY, DAVID M. OWEN, BRAD BENGTSON, KURT FELLER, DORA B. STEVENS, MONICA DANNER, LINDSAY JOHNSEN, ANN SAMUELSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

CORPORATI





IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of November, 2017

> UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

Vice President

State of Iowa, County of Linn, ss:

On 16th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly swom, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell Iowa Notarial Seal Commission number 713274 My Commission Expires 10/26/2022 Hatti Wassell Notary Public My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this day of







By: May A Bortsch
Assistant Secrete

Assistant Secretary, UF&C & UF&I & FPIC



#### CERTIFICATE OF LIABILITY INSURANCE

| DATE ( |      |
|--------|------|
| 6/2    | Item |

27.

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).

| A/C, No, Ext): 319-366-2723   (A/C, No): 319-662-0612                                                                                                                                                                          | PRODUCER TrueNorth Companies, L.C.        |            | CONTACT NAME: PHONE (A/C, No, Ext): 319-366-2723  FAX (A/C, No): 319-862-0612 |       |       |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------|-------------------------------------------------------------------------------|-------|-------|--|--|--|
| NSURER A: United Fire & Casualty Company  13021  NSURER B: Cincinnati Casualty Company  28665  INSURER C: Navigators Specialty Insurance Company  36056  INSURER D:  INSURER E:                                                |                                           |            |                                                                               |       |       |  |  |  |
| NSURED PIRCTOB-01 Pirc-Tobin Construction Inc Po Box 160 2660 Old Quass Rd Alburnett IA 52202  PIRCTOB-01 INSURER B: Cincinnati Casualty Company 36056 INSURER C: Navigators Specialty Insurance Company INSURER D: INSURER E: |                                           |            | INSURER(S) AFFORDING COVERAGE                                                 |       | NAIC# |  |  |  |
| Po Box 160 2660 Old Quass Rd Alburnett IA 52202  INSURER C: Navigators Specialty Insurance Company 36056  INSURER D: INSURER E:                                                                                                |                                           |            | INSURER A: United Fire & Casualty Company                                     |       | 13021 |  |  |  |
| Po Box 160 2660 Old Quass Rd Alburnett IA 52202  INSURER C: Navigators Specialty Insurance Company 36056  INSURER D: INSURER E:                                                                                                | Pirc-Tobin Construction Inc<br>Po Box 160 | PIRCTOB-01 | INSURER B: Cincinnati Casualty Company                                        | 28665 |       |  |  |  |
| 2660 Old Quass Rd Alburnett IA 52202  INSURER E:                                                                                                                                                                               |                                           |            |                                                                               | 36056 |       |  |  |  |
| INSURER E :                                                                                                                                                                                                                    |                                           |            | INSURER D:                                                                    |       |       |  |  |  |
| INSURER F:                                                                                                                                                                                                                     | Alburnett IA 52202                        |            | INSURER E :                                                                   |       |       |  |  |  |
|                                                                                                                                                                                                                                |                                           |            | INSURER F:                                                                    |       |       |  |  |  |

#### COVERAGES CERTIFICATE NUMBER: 778983399 REVISION NUMBER:

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

| INSR   | NSR ADDLISUBR POLICY EXP                                 |       |     |                             |                          |                          |                                                                |                                      |
|--------|----------------------------------------------------------|-------|-----|-----------------------------|--------------------------|--------------------------|----------------------------------------------------------------|--------------------------------------|
| LTR    | TYPE OF INSURANCE                                        | INSD  | WVD | POLICY NUMBER               | (MM/DD/YYYY)             | (MM/DD/YYYY)             | LIMITS                                                         |                                      |
| A      | X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR      | Y     | Υ   | 60511724                    | 12/24/2020               | 12/24/2021               | EACH OCCURRENCE<br>DAMAGE TO RENTED                            | \$ 1,000,000                         |
|        | CLAIMS-MADE X OCCUR                                      |       |     |                             |                          |                          | PREMISES (Ea occurrence)                                       | \$ 500,000                           |
|        |                                                          |       |     |                             |                          |                          | MED EXP (Any one person)                                       | \$ 10,000                            |
|        |                                                          |       |     |                             |                          |                          | PERSONAL & ADV INJURY                                          | \$ 1,000,000                         |
|        | GEN'L AGGREGATE LIMIT APPLIES PER:                       |       |     |                             |                          |                          | GENERAL AGGREGATE                                              | \$ 2,000,000                         |
|        | POLICY X PRO-<br>JECT X LOC                              |       |     |                             |                          |                          | PRODUCTS - COMP/OP AGG                                         | \$ 2,000,000                         |
|        | OTHER:                                                   |       |     |                             |                          |                          |                                                                | \$                                   |
| Α      | AUTOMOBILE LIABILITY                                     |       |     | 60511724                    | 12/24/2020               | 12/24/2021               | COMBINED SINGLE LIMIT (Ea accident)                            | \$1,000,000                          |
|        | X ANY AUTO                                               |       |     |                             |                          |                          | BODILY INJURY (Per person)                                     | \$                                   |
|        | OWNED SCHEDULED AUTOS ONLY                               |       |     |                             |                          |                          | BODILY INJURY (Per accident)                                   | \$                                   |
|        | X HIRED X NON-OWNED AUTOS ONLY                           |       |     |                             |                          |                          | PROPERTY DAMAGE<br>(Per accident)                              | \$                                   |
|        |                                                          |       |     |                             |                          |                          |                                                                | \$                                   |
| A<br>B | X UMBRELLA LIAB X OCCUR                                  |       |     | 60511724<br>EXS0598012      | 12/24/2020<br>12/24/2020 | 12/24/2021<br>12/24/2021 | EACH OCCURRENCE                                                | \$5,000,000                          |
|        | X EXCESS LIAB CLAIMS-MADE                                |       |     | EX30396012                  | 12/24/2020               | 12/24/2021               | AGGREGATE                                                      | \$5,000,000                          |
|        | DED RETENTION\$                                          |       |     |                             |                          |                          | Excess Liability                                               | \$3,000,000                          |
| Α      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY            |       |     | 60511724                    | 12/24/2020               | 12/24/2021               | X PER OTH-<br>STATUTE ER                                       |                                      |
|        | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A   |     |                             |                          |                          | E.L. EACH ACCIDENT                                             | \$1,000,000                          |
|        | (Mandatory in NH)                                        | .,,,, |     |                             |                          |                          | E.L. DISEASE - EA EMPLOYEE                                     | \$ 1,000,000                         |
|        | If yes, describe under DESCRIPTION OF OPERATIONS below   |       |     |                             |                          |                          | E.L. DISEASE - POLICY LIMIT                                    | \$1,000,000                          |
| A<br>C | Leased or Rented Equip<br>Pollution                      |       |     | 60511724<br>SF20ECPU00208NC | 12/24/2020<br>12/24/2020 | 12/24/2021<br>12/24/2022 | Leased or Rented Equi<br>Pollution Ea Incident<br>Coverage Agg | 350,000<br>\$1,000,00<br>\$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If Yes is indicated above for add'l insd forms Gen Liab #CG7201 (premises), CG7131(completed operations), Auto Liab #CA7109 applies. If Yes is indicated above for waiver of subrogation forms Gen Liab #CG7201, Auto Liab #CA7109 and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured.

RE: W. 27th Street Sanitary Sewer Extension Project Project No. RC-000-3240

Additional Insured and Waiver of Subrogation is added on behalf of the certificate holder on the General Liability policy.

| CERTIFICATE HOLDE | ₹ |
|-------------------|---|
|-------------------|---|

#### CANCELLATION

City of Cedar Falls Department of Public Works 220 Clay Street Cedar Falls IA 50613 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

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CG 72 0 Item 27.

#### **EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

#### COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage Borrowed Equipment
- \* Property Damage Liability Elevators
- \* Coverage D Voluntary Property Damage Coverage
  - \$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E Care, Custody and Control Property Damage Coverage \$25,000 Occurrence with a \$100,000 Aggregate \$500 Deductible
- \* Coverage F Electronic Data Liability Coverage \$50,000
- \* Coverage G Product Recall Expense
  - \$25,000 Each Recall Limit with a \$50,000 Aggregate \$1,000 Deductible
- \* Coverage H Water Damage Legal Liability \$25,000
- \* Coverage I Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You Including Upstream Parties
- \* Contractors Blanket Additional Insured Products Completed Operations Coverage Including Upstream Parties
- \* Automatic Additional Insured Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured Managers or Lessor of Premises
- \* Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured State or Governmental Agency or Subdivision or Political Subdivision Permits or Authorizations
- \* Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured Employee Injury to Another Employee
- \* Automatically included Aggregate Limits of Insurance (per location)
- \* Automatically included Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

### REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SECTION I - COVERAGES**

- A. The following changes are made at COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY
  - 1. Extended Property Damage
    - At 2. Exclusions exclusion a. Expected or Intended Injury is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

- 2. Expanded Fire Legal Liability
  - At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- 3. Non-Owned Watercraft
  - At 2. Exclusions exclusion g. Aircraft, Auto Or Watercraft (2) (a) is deleted and replaced by the following:
  - (a) Less than 51 feet long;
- 4. Property Damage Borrowed Equipment
  - At 2. Exclusions the following is added to paragraph (4) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

- 5. Property Damage Liability Elevators
  - At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

- **B.** The following coverages are added:
  - 1. COVERAGE D VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only:

Exclusion j. Damage to Property is deleted and replaced by the following:

- j. Damage to Property
  - "Property damage" to:
  - (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease:
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

#### 2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

a. Item (4) of exclusion i. does not apply.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

#### 3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

a. Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

#### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:
  - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
  - (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

#### 4. COVERAGE G - PRODUCT RECALL EXPENSE

#### a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

#### b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

#### 5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

#### COVERAGE I - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE 6. **PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of SECTION I - COVERAGES COVERAGE A-**BODILY INJURY AND PROPERTY DAMAGE LIABILITY:** 

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

#### C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

#### 2. Bail Bonds

Item 1.b. is amended as follows:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### 3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- 4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for Voluntary Property Damage Coverage and/or Care, Custody or Control Property Damage Coverage and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

# SECTION II - WHO IS AN INSURED

A. The following change is made:

#### **Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- **B.** The following provisions are added:

#### 4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
  - (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
  - (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

## 5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You - Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 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.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **c.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
  - **1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:
  - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured - Products Completed Operations Coverage - Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

#### However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (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.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - i. The expiration of the period of time required by the "written contract"; or
  - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- **c.** With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

#### 7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

#### However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- **b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - i. The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 8. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### 9. Additional Insured - Managers or Lessors of Premises

**a.** Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

### 10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- **a.** Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:
  - (1) Your acts or omissions; or
  - (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

# 11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

**a.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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.** This insurance does not apply to:
  - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

# 12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

#### 13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
  - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
  - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

# SECTION III - LIMITS OF INSURANCE

- A. The following Items are deleted and replaced by the following:
  - 2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Medical expenses under Coverage C;
    - **b.** Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under Coverage B; and
- d. Damages under Coverage H.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added:
  - 8. Subject to Paragraph 5. of SECTION III LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.
  - 9. Coverage G Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

#### SECTION II - WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of SECTION III - LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

- **14.** Subject to **5.** of **SECTION III LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E Care, Custody and Control Coverage** regardless of the number of:
  - a. Insureds:
  - **b.** Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

**15.** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

# SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- **A.** The following conditions are amended:
  - 1. Knowledge of Occurrence
    - a. Condition 2., Items a. and b. are deleted and replaced by the following:
      - (1) Duties In The Event Of Occurrence, Offense, Claim Or Suit
        - (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
          - i. How, when and where the "occurrence" took place;
          - ii. The names and addresses of any injured persons and witnesses, and
          - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
        - (b) If a claim is made or "suit" is brought against any insured, you must:
          - i. Immediately record the specifics of the claim or "suit" and the date received; and
          - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

- 2. Where **Broad Form Named Insured** is added in **SECTION II WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

#### B. The following are added:

- 10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:
  - (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

#### 11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

#### 12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

#### 13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- **a.** See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- **b.** Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- **c.** If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- **d.** Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- **f.** Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

#### 15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by Railroad Protective Liability Coverage Form (CG 00 35) with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) you, the named insured, will be deemed to be the designated contractor.

## SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
  - **f.(1)** Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

- B. Item 3. "Bodily injury" is deleted and replaced with the following:
  - 3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
  - c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- **E.** The following definitions are added for this endorsement only:
  - 23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  - 24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
    - a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
    - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
      - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
      - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
  - 25. "Product recall expense" means reasonable and necessary expenses for:
    - a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
    - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
    - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
    - d. Transportation and accommodation expense incurred by your employees.
    - e. Rental expense incurred for temporary locations used to store recalled products.
    - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
    - g. Transportation expenses incurred to replace recalled products.
    - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

- 26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
  - a. Is currently in effect or becoming effective during the term of this policy; and
  - **b.** Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
    - for which the additional insured seeks coverage under this coverage part.

CG 72 0 Item 27.

#### EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

#### COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage Borrowed Equipment
- \* Property Damage Liability Elevators
- \* Coverage D Voluntary Property Damage Coverage
  - \$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E Care, Custody and Control Property Damage Coverage \$25,000 Occurrence with a \$100,000 Aggregate \$500 Deductible
- \* Coverage F Electronic Data Liability Coverage \$50,000
- \* Coverage G Product Recall Expense
  - \$25,000 Each Recall Limit with a \$50,000 Aggregate \$1,000 Deductible
- \* Coverage H Water Damage Legal Liability \$25,000
- \* Coverage I Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You Including Upstream Parties
- \* Contractors Blanket Additional Insured Products Completed Operations Coverage Including Upstream Parties
- \* Automatic Additional Insured Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured Managers or Lessor of Premises
- \* Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured State or Governmental Agency or Subdivision or Political Subdivision Permits or Authorizations
- \* Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured Employee Injury to Another Employee
- \* Automatically included Aggregate Limits of Insurance (per location)
- \* Automatically included Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

# REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## **SECTION I - COVERAGES**

- A. The following changes are made at COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY
  - 1. Extended Property Damage
    - At 2. Exclusions exclusion a. Expected or Intended Injury is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

- 2. Expanded Fire Legal Liability
  - At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- 3. Non-Owned Watercraft
  - At 2. Exclusions exclusion g. Aircraft, Auto Or Watercraft (2) (a) is deleted and replaced by the following:
  - (a) Less than 51 feet long;
- 4. Property Damage Borrowed Equipment
  - At 2. Exclusions the following is added to paragraph (4) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

- 5. Property Damage Liability Elevators
  - At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

- **B.** The following coverages are added:
  - 1. COVERAGE D VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

- j. Damage to Property
  - "Property damage" to:
  - (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- Item 27.
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease:
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

#### 2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

#### 3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

a. Exclusion p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

#### p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:
  - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
  - (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

## 4. COVERAGE G - PRODUCT RECALL EXPENSE

#### a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

#### b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

#### 5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

# 6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES COVERAGE A–BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

#### C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

#### 2. Bail Bonds

Item 1.b. is amended as follows:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### 3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for Voluntary Property Damage Coverage and/or Care, Custody or Control Property Damage Coverage and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

# SECTION II - WHO IS AN INSURED

A. The following change is made:

#### **Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- B. The following provisions are added:

#### 4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
  - (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
  - (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

## 5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You - Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 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.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **c.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
  - **1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:
  - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- **a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

#### However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (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.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - i. The expiration of the period of time required by the "written contract"; or
  - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- **c.** With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:
  - This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

#### 7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

#### However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- **b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 8. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### 9. Additional Insured - Managers or Lessors of Premises

**a.** Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

### 10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:
  - (1) Your acts or omissions; or
  - (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

# 11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

**a.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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. This insurance does not apply to:
  - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

# 12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:
  - "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection

#### 13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
  - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
  - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
  - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

# SECTION III - LIMITS OF INSURANCE

- A. The following Items are deleted and replaced by the following:
  - 2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Medical expenses under Coverage C;
    - **b.** Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under Coverage B; and
- d. Damages under Coverage H.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- **B.** The following are added:
  - 8. Subject to Paragraph 5. of SECTION III LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.
  - 9. Coverage G Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

#### SECTION II - WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of SECTION III - LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

- **14.** Subject to **5.** of **SECTION III LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E Care, Custody and Control Coverage** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

**15.** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

# SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- A. The following conditions are amended:
  - 1. Knowledge of Occurrence
    - a. Condition 2., Items a. and b. are deleted and replaced by the following:
      - (1) Duties In The Event Of Occurrence, Offense, Claim Or Suit
        - (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
          - i. How, when and where the "occurrence" took place;
          - ii. The names and addresses of any injured persons and witnesses, and
          - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
        - (b) If a claim is made or "suit" is brought against any insured, you must:
          - i. Immediately record the specifics of the claim or "suit" and the date received; and
          - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

- 2. Where **Broad Form Named Insured** is added in **SECTION II WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

#### B. The following are added:

- 10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:
  - (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

#### 11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

#### 12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

#### 13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- **d.** Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- **f.** Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

#### 15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by Railroad Protective Liability Coverage Form (CG 00 35) with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) you, the named insured, will be deemed to be the designated contractor.

# SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
  - f.(1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

- B. Item 3. "Bodily injury" is deleted and replaced with the following:
  - 3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
  - c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- **E.** The following definitions are added for this endorsement only:
  - 23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  - 24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
    - a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
    - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
      - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
      - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
  - 25. "Product recall expense" means reasonable and necessary expenses for:
    - a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
    - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
    - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
    - d. Transportation and accommodation expense incurred by your employees.
    - e. Rental expense incurred for temporary locations used to store recalled products.
    - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
    - g. Transportation expenses incurred to replace recalled products.
    - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

- 26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
  - a. Is currently in effect or becoming effective during the term of this policy; and
  - **b.** Was executed prior to:
    - (1) The "bodily injury" or "property damage"; or
    - (2) The offense that caused the "personal and advertising injury",
    - for which the additional insured seeks coverage under this coverage part.

COMMERCIAL MULTIPLE LINE IL 70 84 06 16

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

#### **SCHEDULE**

|  | N | lam | e | of | Or | gai | niza | tion |
|--|---|-----|---|----|----|-----|------|------|
|--|---|-----|---|----|----|-----|------|------|

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

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# FORM OF PROPOSAL W. 27TH STREET SANITARY SEWER EXTENSION PROJECT PROJECT NO. RC-000-3240 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that <u>Craig J. Tobin</u> 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 W. 27TH STREET SANITARY SEWER EXTENSION 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<br>ITEM<br># | DESCRIPTION                                              | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------------|----------------------------------------------------------|-------|----------|------------|----------------|
| 1                | CLEARING AND GRUBBING                                    | ACRE  | 0.7      | \$ 5,000   | \$3,500        |
| 2                | STRIP, SALVAGE, AND RESPREAD TOPSOIL                     | CY    | 3,580.0  | \$ 3.00    | \$10,740       |
| 3                | SUBGRADE PREPARATION, 12<br>INCH                         | SY    | 251.0    | \$ 4.00    | \$ 1,004       |
| 4                | MODIFIED SUBBASE, 6 INCH                                 | SY    | 251.0    | \$ 10.00   | \$ 2,510       |
| 5                | REPLACEMENT OF UNSUITABLE<br>BACKFILL MATERIAL           | CY    | 100.0    | \$ 60.00   | \$6,000        |
| 6                | SANITARY SEWER GRAVITY MAIN,<br>TRENCHED, TRUSS, 8 INCH  | LF    | 8.0      | \$ 125.00  | \$ 1,000       |
| 7                | SANITARY SEWER GRAVITY MAIN,<br>TRENCHED, TRUSS, 12 INCH | LF    | 8.0      | \$150.00   | \$1,200        |

| BID<br>ITEM<br># | DESCRIPTION                                                                     | UNITS | QUANTITY | UNIT PRICE   | EXTENDED PRICE       |
|------------------|---------------------------------------------------------------------------------|-------|----------|--------------|----------------------|
| 8                | SANITARY SEWER GRAVITY MAIN,<br>TRENCHED, TRUSS, 15 INCH                        | LF    | 1,644.0  | \$ 80.00     | \$131,520            |
| 9                | SUBDRAIN INSTALLATION, LESS<br>THAN 10 INCH                                     | LF    | 200.0    | \$ 20.00     | \$ 4,000             |
| 10               | MANHOLE, SW-301, 48 INCH                                                        | EA    | 5.0      | \$ 6,000     | \$ 30,000            |
| 11               | CONNECTION TO EXISTING SANITARY MANHOLE                                         | EA    | 1.0      | \$ 7,000     | \$ 3,000             |
| 12               | GRANULAR SURFACING                                                              | SY    | 36.7     | \$ 15.50     | \$ 568.85            |
| 13               | TEMPORARY PAVEMENT                                                              | SY    | 214.0    | \$ 65.00     | \$13,110             |
| 14               | PAVEMENT REMOVAL                                                                | SY    | 214.0    | \$ 15.00     | \$ 3,210             |
| 15               | PAINTED PAVEMENT MARKINGS,<br>HIGHBUILD WATERBORNE                              | STA   | 1.8      |              | \$1,530              |
| 16               | TRAFFIC CONTROL                                                                 | LS    | 1.0      | \$ d, 750    | \$ 2,750             |
| 17               | SAFETY FENCE                                                                    | LF    | 300.0    | \$ 3.25      | \$975                |
| 18               | SEEDING, FERTILIZING AND<br>MULCHING FOR HYDRAULIC<br>SEEDING - TYPE 3 SEED MIX | ACRE  | 0.65     |              | \$ 2,935             |
| 19               | SEEDING, FERTILIZING AND<br>MULCHING FOR HYDRAULIC<br>SEEDING - TYPE 5 SEED MIX | ACRE  | 0.65     | \$ 3,500     | \$ 2,278             |
| 20               | SWPPP MANAGEMENT                                                                | LS    | 1.0      | \$ 3,000     | \$ 3,000             |
| 21               | TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)                                | SY    | 600.0    | \$ 1.65      | \$ 990               |
| 22               | SILT FENCE, INSTALLATION                                                        | LF    | 1,555.0  | \$ 1.85      | \$ 2, 876.75         |
| 23               | SILT FENCE, MAINTENANCE                                                         | LF    | 1,555.0  | \$ 0.25      | \$ 388.75            |
| 24               | SILT FENCE, REMOVAL                                                             | LF    | 1,555.0  |              | \$777.50             |
| 25               | CONSTRUCTION ENTRANCE                                                           | SY    | 175.0    | \$ 18.50     | \$ 3,237.50          |
| 26               | MOBILIZATION                                                                    | LS    | 1.0      | \$ 30,000.00 |                      |
|                  | FIELD FENCE, REMOVAL AND<br>REINSTALL                                           | LF    | 255.0    |              | \$1,275<br>\$265,163 |
|                  |                                                                                 |       |          | TOTAL BID    | \$265,163            |

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 1-27). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further

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reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, emailed or delivered to the bidder within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

| Bid Security in the sum of _          | 10% of the amount bid                  | in the form of          |
|---------------------------------------|----------------------------------------|-------------------------|
| Bid Bond                              | , is submitted herewith in             | n accordance with the   |
| Instructions to Bidders.              |                                        |                         |
|                                       |                                        |                         |
| The bidder is prepared to subm        | it a financial and experience statem   | nent upon request.      |
|                                       |                                        |                         |
| The bidder has received the following | owing Addendum or Addenda:             |                         |
| Addendum No. #1                       | Date 06/11/2021                        |                         |
| Addendam No                           | Bate                                   |                         |
|                                       |                                        |                         |
| The bidder has filled in all blank    | s on this Proposal.                    |                         |
|                                       |                                        |                         |
| •                                     | lse statements in offers is prescribed | d in 18 U.S.A., Section |
| 1001.                                 |                                        |                         |
| Name of bidder                        |                                        |                         |
| Pirc-Tobin Construction, Inc.         | CAT                                    |                         |
| By                                    |                                        |                         |
| 2650 Old Quaas Rd. Alburnett,         | IA President                           |                         |
| Official Address Title                |                                        |                         |

# **BID BOND**

| Pirc-Tobin Construction, Inc.                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| United Fire & Casualty Company or Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the or Dollars (\$ 10% ) lawful money of the United bade, we bind ourselves, our heirs, executors, administrators, or sents. Whereas the Principal has submitted the accompanying or 20_21 , for or Extension Project |
|                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                   |
| shall execute and deliver a contract in the form specified and of said contract, and for the payment of all persons performing ewith, and shall in all other respects perform the agreement                                                                                                                       |
| hall remain in force and effect; it being expressly understood<br>aims hereunder shall, in no event, exceed the penal amount of                                                                                                                                                                                   |
| oond shall be forfeited to the Obligee in liquidation of damages ute the contract and provide the bond as provided in the                                                                                                                                                                                         |
| rees that the obligations of said Surety and its bond shall be in within which the Obligee may accept such Bid or execute such ny such extension.                                                                                                                                                                 |
| nave hereunto set their hands and seals, and such of them as hereto affixed and these presents to be signed by their proper D., 20_21                                                                                                                                                                             |
| Pirc-Tobin Construction, Inc. (Seal)  Principal  By (Title)  United Fire & Casualty Company (Seal)  Surety  By Lukas Schroder Attorney-in-fact                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                   |



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department 118 Secon Cedar Rapids,

Item 27.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, LUKAS SCHRODER, JASON D. SMITH, JAMES M. SMITH, TIMOTHY J. FOLEY, DAVID M. OWEN, BRAD BENGTSON, KURT FELLER, DORA B. STEVENS, MONICA DANNER, LINDSAY JOHNSEN, ANN SAMUELSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.





IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of November, 2017

> UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

State of Iowa, County of Linn, ss:

On 16th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell Iowa Notarial Seal Commission number 713274 My Commission Expires 10/26/2022 Vata Wassell My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations

day of ,2021







By: Mary A Bertsch

UF&C & UF&I & FPIC

# **Bidder Status Form**

| To be completed                                                                                                                                                                    | by all bidders                                                                                                                   |                                         |                                                                               | Part A    |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------|-----------|--|--|--|--|--|
| Please answer "Yes" o                                                                                                                                                              | r "No" for each of the fol                                                                                                       | lowing:                                 |                                                                               |           |  |  |  |  |  |
| Yes \( \subseteq \) No My company is authorized to transact business in lowa. (To help you determine if your company is authorized, please review the worksheet on the next page). |                                                                                                                                  |                                         |                                                                               |           |  |  |  |  |  |
|                                                                                                                                                                                    |                                                                                                                                  |                                         |                                                                               |           |  |  |  |  |  |
| X Yes ☐ No My                                                                                                                                                                      | Yes No My company has been conducting business in lowa for at least 3 years prior to the first request for bids on this project. |                                         |                                                                               |           |  |  |  |  |  |
| X Yes ☐ No My<br>bus                                                                                                                                                               |                                                                                                                                  |                                         |                                                                               |           |  |  |  |  |  |
| coi                                                                                                                                                                                | mplete Parts B and D of                                                                                                          | this form.                              | ve, your company qualifies as a resident bidder. P                            |           |  |  |  |  |  |
| If y                                                                                                                                                                               | ou answered "No" to on<br>mplete Parts C and D of                                                                                | e or more questio<br>this form.         | ns above, your company is a nonresident bidder. F                             | Please    |  |  |  |  |  |
| To be completed                                                                                                                                                                    | by resident bidders                                                                                                              | 5                                       |                                                                               | Part B    |  |  |  |  |  |
| My company has main                                                                                                                                                                | tained offices in Iowa du                                                                                                        | uring the past 3 ye                     | ears at the following addresses:                                              |           |  |  |  |  |  |
| Dates: 01 / 01                                                                                                                                                                     | / 2015 to prese                                                                                                                  | <u>nt_/</u> /                           | Address:2650 Old Quaas Rd.                                                    |           |  |  |  |  |  |
|                                                                                                                                                                                    |                                                                                                                                  |                                         | City, State, Zip: Alburnett, IA 52202                                         |           |  |  |  |  |  |
| Dates:/                                                                                                                                                                            | / to                                                                                                                             | //                                      | _ Address:                                                                    |           |  |  |  |  |  |
|                                                                                                                                                                                    |                                                                                                                                  |                                         | City, State, Zip:                                                             |           |  |  |  |  |  |
| Dates:/                                                                                                                                                                            | / to                                                                                                                             | //                                      | _ Address:                                                                    |           |  |  |  |  |  |
| You may attach addition                                                                                                                                                            | onal sheet(s) if needed.                                                                                                         |                                         | City, State, Zip:                                                             |           |  |  |  |  |  |
| To be completed                                                                                                                                                                    | by non-resident bi                                                                                                               | dders                                   |                                                                               | Part C    |  |  |  |  |  |
| Name of home sta                                                                                                                                                                   | Name of home state or foreign country reported to the lowa Secretary of State:                                                   |                                         |                                                                               |           |  |  |  |  |  |
| Does your compar                                                                                                                                                                   | ny's home state or foreig                                                                                                        | n country offer pr                      | eferences to bidders who are residents?                                       | No        |  |  |  |  |  |
| 3. If you answered "\<br>and the appropriate le                                                                                                                                    |                                                                                                                                  | fy each preferenc                       | e offered by your company's home state or foreign                             | country   |  |  |  |  |  |
|                                                                                                                                                                                    |                                                                                                                                  |                                         |                                                                               |           |  |  |  |  |  |
| You may attach additional sheet(s) if needed.                                                                                                                                      |                                                                                                                                  |                                         |                                                                               |           |  |  |  |  |  |
| To be completed                                                                                                                                                                    | by all bidders                                                                                                                   |                                         |                                                                               | Part D    |  |  |  |  |  |
| I certify that the state failure to provide acc                                                                                                                                    | ments made on this doc<br>urate and truthful inform                                                                              | ument are true an<br>ation may be a rea | old complete to the best of my knowledge and I know<br>ason to reject my bid. | w that my |  |  |  |  |  |
| Firm Name: Pirc-                                                                                                                                                                   | Tobin Construction                                                                                                               | on, Inc.                                |                                                                               |           |  |  |  |  |  |
| Signature:                                                                                                                                                                         | 200                                                                                                                              |                                         | <sub>Date:</sub> June 15, 2021                                                |           |  |  |  |  |  |

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 lowa.

| X 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 lowa resident for lowa 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 lowa for lowa income tax purposes.                                                                                                                                                                                                                                                                                                    |
| ☐ Yes ☐ No | My business is an active corporation with the lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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 lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.                                                                                                                                                                                                                                        |

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. RC-000-3240

| STATE OF TOWA                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF Linn                                                                                                                                                                                                                                                           | ss                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Craig J. Tobin                                                                                                                                                                                                                                                           | _, being first duly sworn, deposes and says that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (1) We are <u>officer - President</u> (Owner, partner,                                                                                                                                                                                                                   | officer, representative, or agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Pirc-Tobin Construction, Inc.                                                                                                                                                                                                                                            | , the Bidder that has submitted the attached bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| (2) We are fully informed respecting to circumstances respecting such bid:                                                                                                                                                                                               | the preparation and contents of the attached bid and of all pertinent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (3) Such bid is genuine and is not a                                                                                                                                                                                                                                     | collusive or sham bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| or parties in interest, including this affiant, indirectly, with any other Bidder, firm or Contract for which the attached bid has a Contract, or has in any manner, directly of conference with any other Bidder, firm or Bidder, or, to fix any overhead, profit or co | its officers, partners, Owners, agents, representatives, employees has in any way colluded, conspired, connived or agreed, directly or person to submit a collusive or sham bid in connection with the been submitted or to refrain from bidding in connection with such rindirectly, sought by agreement or collusion or communication or person to fix the price or prices in the attached bid or of any other st element of the bid price of any other Bidder, or to secure through unlawful agreement any advantage against the City of Cedar Falls, posed Contract; and |
| (5) The price or prices quoted in the conspiracy, connivance or unlawful agree Owners, employees or parties in interest,                                                                                                                                                 | attached bid are fair and proper and are not tainted by a collusion, ment on the part of the Bidder or any of its agents, representatives, including this affiant.                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                          | Signed President Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Subscribed and sworn to before me  this Ist day of Tune  Title  My Commission expires 14-21-26                                                                                                                                                                           | ELLA MAE SHERMAN Commission Number 824890 My Commission Expires April 21, 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



# **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 Green and City Council

FROM: Brett Armstrong, Civil Engineer I

**DATE:** July 1, 2021

**SUBJECT:** 2021 CDBG Sidewalk Infill Project

Project No. SW-000-3248 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 CDBG Sidewalk Infill Project.

We recommend setting Monday, July 19<sup>th</sup>, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday. July 27<sup>th</sup>, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 7, 2021. The Plans and Specifications will be ready for distribution to contractors on July 7, 2021 allowing more than two (2) weeks of review before contract letting.

This project shall consist of the construction of Portland Cement Concrete (PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps and site restoration.

The total estimated cost for the construction of this project is \$176,242.53. The project will be fully funded by a Community Development Block Grant funding source.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

|      |                                                      |      | TUCSON DRIVE WALNUT STREET |          |             | WEST 3RD STREET |             |          |            |          |              |
|------|------------------------------------------------------|------|----------------------------|----------|-------------|-----------------|-------------|----------|------------|----------|--------------|
| ITEM |                                                      | UNIT | UNIT                       | EST.     | EXTENDED    | EST.            | EXTENDED    | EST.     | EXTENDED   | TOT.     | TOT.         |
| NO.  | DESCRIPTION                                          | ONIT | PRICE                      | QUANTITY | COSTS       | QUANTITY        | COSTS       | QUANTITY | COSTS      | QUANTITY | COSTS        |
| 1    | REMOVE SIDEWALK, P.C.C.                              | S.Y. | \$12.00                    | 5        | \$60.00     |                 |             | 24.40    | ,          |          | \$562.80     |
| 2    | REMOVAL OF CURB & GUTTER, 2.5 FT. WIDTH              | L.F. | \$11.00                    | 47.33    | \$520.63    |                 | \$555.50    | 80.00    | \$880.00   | 177.83   | \$1,956.13   |
| 3    | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH      | S.Y. | \$50.00                    | 830.3    |             |                 | \$14,125.00 |          |            |          | \$76,100.00  |
| 4    | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH      | S.Y. | \$53.00                    | 45       | 7 ,         |                 | \$2,597.00  |          |            |          |              |
| 5    | PLACE DETECTABLE WARNING PANELS                      | S.F. | \$34.00                    | 46       | \$1,564.00  | 60.00           | \$2,040.00  | 80.00    | \$2,720.00 | 186.00   | \$6,324.00   |
| 6    | PLACE CURB & GUTTER, 2.5 FT. WIDE, P.C.C., CLASS "C" | L.F. | \$28.00                    | 47.33    | 7 ,         | 50.50           | \$1,414.00  | 80.00    | \$2,240.00 | 177.83   | \$4,979.24   |
| 7    | CLASS 10 EXCAVATION                                  | C.Y. | \$14.00                    |          |             |                 | \$455.00    |          |            |          |              |
| 8    | TOPSOIL, FURNISH AND SPREAD                          | C.Y. | \$35.00                    | 220      | \$7,700.00  | 46.30           | \$1,620.50  | 94.90    | \$3,321.50 | 361.20   | \$12,642.00  |
| 9    | SOD                                                  | S.F. | \$1.70                     | 9147.8   | \$15,551.26 | 2502.00         | \$4,253.40  | 5124.00  | \$8,710.80 | 16773.80 | \$28,515.46  |
| 10   | SURFACING, 1 INCH ROADSTONE                          | TONS | \$34.00                    | 0        | \$0.00      | 14.00           | \$476.00    |          |            |          | \$816.00     |
| 11   | INTAKE SEDIMENT FILTER                               | L.F. | \$9.00                     | 46       | \$414.00    |                 | \$54.00     |          | \$54.00    |          | \$522.00     |
| 12   | UNSTABLE MATERIAL, OVER EXCAVATION                   | C.Y. | \$25.00                    | 10       | \$250.00    |                 | \$125.00    |          | \$125.00   |          | \$500.00     |
| 13   | CONCRETE STAIRS, TYPE A                              | S.F. | \$45.00                    | 24.7     | \$1,111.50  | 0.00            | \$0.00      | 0.00     | \$0.00     | 24.70    | \$1,111.50   |
| 14   | CLEARING AND GRUBBING                                | UNIT | \$75.00                    | 290      | \$21,750.00 |                 | \$0.00      |          | \$0.00     |          | \$21,750.00  |
| 15   | TRAFFIC CONTROL                                      | L.S. | \$4,500.00                 | 0.33     | \$1,500.00  | 0.33            | \$1,500.00  | 0.33     | \$1,500.00 | 1.00     | \$4,500.00   |
| 16   | CFU WORK (LIGHT POLE AND OH ELECTRIC)                | EA   | \$800.00                   | 1        | \$800.00    | 0.00            | \$0.00      | 0.00     | \$0.00     | 1.00     | \$800.00     |
|      |                                                      |      |                            |          |             |                 |             |          |            |          | \$176,242.53 |

# PROJECT SPECIFICATIONS FOR 2021 CDBG SIDEWALK INFILL PROJECT

# COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED Project SW-000-3248

Cedar Falls, Iowa

### **ENGINEER'S CERTIFICATION**



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

David Wicke, P.E. Iowa License No. 25684
My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 1 thru 71.

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#### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' 2021 Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at: <a href="https://www.cedarfalls.com/designstandards">www.cedarfalls.com/designstandards</a>

#### **DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

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Wage Determination (8 pages)

Required Federal Contract Language for CDBG Funded Contracts (9 pages) Payroll Form (2 pages)

On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (11 pages)

Section 3 (8 pages)

Project Sign (1 page)

# NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2021 CDBG SIDEWALK INFILL PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2021 CDBG SIDEWALK INFILL PROJECT, in said City at 7:00 p.m. on the 19<sup>th</sup> day of July, 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract and estimated total cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or the estimated total cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

| City of Cedar Falls, Iowa |  |
|---------------------------|--|
| By:                       |  |
| Jacqueline Danielsen, MMC |  |
| City Clerk                |  |

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# NOTICE TO BIDDERS 2021 CDBG SIDEWALK INFILL PROJECT CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY, IA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received at City Hall, located at 220 Clay Street, Cedar Falls, lowa until 2:00 PM July 27, 2021 for the 2021 CDBG Sidewalk Infill project. All bids will be publicly opened and read aloud at that time and place. Bids received for the Project will be considered by the City Council at City Hall on August 2, 2021 at 7:00 PM.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 27<sup>th</sup> day of July, 2021 in the Duke Young conference Room at City Hall, 220 Clay Street Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 2<sup>nd</sup> day of August, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within fifty (50) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in the Instructions to Bidders - Division 1, Section 05.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contractors are encouraged to download electronic contract documents. Electronic contract documents will become available Friday, July 9, 2021 at no cost by clicking on the "Bid Opportunities" link at <a href="www.cedarfalls.com">www.cedarfalls.com</a> and choosing the **2021 CDBG Sidewalk Infill** project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at <a href="www.QuestCDN.com">www.QuestCDN.com</a>. No hard copies will be provided by the City.

Contact Brett Armstrong for any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: brett.armstrong@cedarfalls.com. QuestCDN reference number 7263321.

<u>Preference for Iowa Products and Labor</u>: The Contractor shall give preference to Iowa domestic labor in the construction or building of such public improvement or works in accordance with Section 73 of the Code of Iowa.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

Project Description: This work shall consist of the construction of Portland Cement Concrete

(PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps and site restoration according to the plans and these specifications.

<u>CDBG Funded:</u> This project is being funded in part by Community Development Block Grant (CDBG) dollars originating from the United States Department of Housing and Urban Development (HUD). Therefore, this project is subject to federal labor standard requirements, including Davis Bacon-Act (federal prevailing wage requirements for laborers and mechanics on site) and HUD Section 3 Hiring (low-income persons employment) provisions. Bidders should submit completed and signed "Intent to Comply with Section 3 Requirements" form as part of their bid documentation. The Intent to Comply form as well as details on other federal requirements, including prevailing wage rates, are included in the Specifications.

Each BIDDER shall accompany its bid with a bid security as security that the successful BIDDER will enter into a contract for the work bid upon and will furnish after the award of CONTRACT a corporate surety bond, acceptable to the OWNER, for the faithful performance of the CONTRACT, in an amount equal to 100 percent of the amount of the CONTRACT. The bid security shall be in the amount of five (5) percent of the amount of the CONTRACT and shall be in the form of a cashier's check, or certified check drawn on a state chartered or federally charted bank, or a certified share draft drawn on a state-chartered or federally chartered credit union. The Bid Bond shall contain no exceptions.

By virtue of Statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa Domestic Labor, to the extent lawfully required under Iowa statutes.

OWNER is designated a Tax-Exempt Entity. As such, CONTRACTOR, and any subcontractors, under this contract, shall be provided a Tax-Exempt Certificate and authorization letter from the OWNER. Tax Exempt certificate and authorization letter shall be used by CONTRACTOR to secure building materials or equipment intended for completion of this project without payment of sales tax. CONTRACTOR is not mandated to complete lowa Department of Revenue Form 35002 – lowa Contractor's Statement upon execution of agreement. CONTRACTOR agrees to this method of sales tax exemption and it shall not be modified during the course of construction.

BIDDER shall satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the contract documents; including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or nature of the WORK to be done.

The successful BIDDER shall be required to furnish a performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, within ten (10) calendar days of the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND shall become property of the OWNER.

BIDDERS must indicate on the BID form the proposed equipment and subcontractors who will be performing the major portions of the work.

No BID submitted by any BIDDER which contains a condition or qualification shall be recognized

or accepted by the OWNER and any letter or communication accompanying the BID which contains a condition or qualification upon the BID which has the effect of qualifying or modifying any provision of the contract documents in any manner will be construed as a qualifying BID and will be rejected by the OWNER as non-responsive.

#### Section 3 language for procurement documents:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

<u>Section 3 Businesses are encouraged to respond to this proposal.</u> A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof

OWNER reserves the right to waive any informalities or to reject any or all bids.

Published upon order of the City Council of Cedar Falls, Iowa.

| CITY OF CEDAR FALLS, IOWA |  |
|---------------------------|--|
| BY:                       |  |
| Jacqueline Danielsen, MMC |  |
| City Clerk                |  |

#### **DIVISION 1 – Instruction to Bidders**

The work comprising the 2021 Public Sidewalk and Pedestrian Trail Improvement Project shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified be the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review all requirements of DIVISION 5 related to CDBG funding of public improvement projects.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

#### 01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 CDBG SIDEWALK INFILL PROJECT

Project No. SW-000-3248

#### 02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory

manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

#### 03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically through the City's website under "Bid Opportunities".

#### 04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

## 05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a

FDIC insured bank in lowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in lowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, lowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal for: 2021 CDBG Sidewalk Infill Project

Project No. SW-000-3248

# FORM OF PROPOSAL 2021 CDBG SIDEWALK INFILL PROJECT PROJECT NO. SW-000-3248 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_\_\_\_have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 CDBG SIDEWALK INFILL 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 lowa, 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, lowa, 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<br>ITEM# | DESCRIPTION                               | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|--------------|-------------------------------------------|-------|----------|------------|----------------|
| 1            | Removal of Sidewalk                       | S.Y.  | 46.9     |            |                |
| 2            | Removal Curb & Gutter, 2.5 ft wide        | L.F.  | 177.8    |            |                |
| 3            | Sidewalk PCC Class "C", 4 IN              | S.Y.  | 1522     |            |                |
| 4            | Sidewalk PCC Class "C", 6 IN              | S.Y.  | 135.1    |            |                |
| 5            | Detectable Warning Panels                 | S.F.  | 186      |            |                |
| 6            | Curb & Gutter, 2.5 ft Wide, PCC Class "C" | L.F.  | 177.8    |            |                |
| 7            | Class 10 Excavation, Roadway Waste        | C.Y.  | 571.65   |            |                |
| 8            | Topsoil, Furnish & Spread                 | C.Y.  | 361.3    |            |                |
| 9            | SOD                                       | S.F.  | 16,773.8 |            |                |

| BID<br>ITEM# | DESCRIPTION                        | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|--------------|------------------------------------|-------|----------|------------|----------------|
| 10           | Surfacing, 1-Inch Roadstone        | TONS  | 24       |            |                |
| 11           | Intake, Sediment Filter            | L.F.  | 58       |            |                |
| 12           | Unstable Material, Over Excavation | C.Y.  | 20       |            |                |
| 13           | Concrete Stairs, Type A            | S.F.  | 24.7     |            |                |
| 14           | Clearing and Grubbing              | UNITS | 290      |            |                |
| 15           | Traffic Control                    | L.S.  | 1.0      |            |                |

Bid Total: \$ \_\_\_\_\_

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

| Bid Security in the sum of                                        | in the form of                                     |
|-------------------------------------------------------------------|----------------------------------------------------|
| Instructions to Bidders.                                          | , is submitted herewith in accordance with the     |
| The bidder is prepared to submit a finance                        | ial and experience statement upon request.         |
| The bidder has received the following Add                         | dendum or Addenda:                                 |
| Addendum No.                                                      | Date                                               |
| The bidder has filled in all blanks on this i                     | Proposal.                                          |
| Note: The Penalty for making false statem 1001.<br>Name of bidder | ents in offers is prescribed in 18 U.S.A., Section |
|                                                                   | By                                                 |
| Official Address                                                  | Title                                              |

# BID BOND PROJECT NO. SW-000-3248

|                                           | W ALL MEN BY THESE PRESENTS, that w<br>, as Principal, an                                                                                                                                                         |                                                                                                                                           |                                                                    |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| as Su<br>"OBL<br>lawfu<br>our he<br>the P | urety are held and firmly bound unto the C.IGEE," In the penal sum of I money of the United States, for the paymer eirs, executors, administrators, and successor incipal has submitted the accompanying bid, for | ity of Cedar Falls, Iowa, as Ob<br>Do<br>t of which sum will and truly be r<br>rs, jointly and severally, firmly by<br>d dated the day of | ollars (\$)<br>made, we bind ourselves,<br>these presents. Whereas |
| NOW                                       | / THEREFORE,                                                                                                                                                                                                      |                                                                                                                                           |                                                                    |
| (a)                                       | If said Bid shall be rejected, or in the alter                                                                                                                                                                    | nate,                                                                                                                                     |                                                                    |
| (b)                                       | If said Bid shall be accepted and the Pi<br>specified and shall furnish a bond for the fa<br>all persons performing labor or furnishing<br>respects perform the agreement created                                 | aithful performance of said contra<br>g materials in connection therew                                                                    | act, and for the payment of                                        |
| undei                                     | this obligation shall be void, otherwise the rstood and agreed that the liability of the Sued the penal amount of this obligation as her                                                                          | rety for any and all claims here                                                                                                          |                                                                    |
| dama                                      | tue of statutory authority, the full amount of thages sustained in the event that the Princip ded in the specifications or by law.                                                                                |                                                                                                                                           |                                                                    |
| shall                                     | Surety, for value received, hereby stipulates a<br>be in no way impaired or affected by any exte<br>r execute such contract; and said Surety doe                                                                  | nsion of the time within which the                                                                                                        | Obligee may accept such                                            |
| them                                      | ITNESS WHEREOF, the Principal and the Suas are corporations, have caused their corped by their proper officers this day of                                                                                        | orate seals to be hereto affixed                                                                                                          | and these presents to be                                           |
|                                           |                                                                                                                                                                                                                   | Principal                                                                                                                                 | (Seal)                                                             |
|                                           |                                                                                                                                                                                                                   | Ву                                                                                                                                        | (Title)                                                            |
| Witne                                     | ess                                                                                                                                                                                                               | Surety                                                                                                                                    | (Seal)                                                             |
|                                           |                                                                                                                                                                                                                   | Ву                                                                                                                                        |                                                                    |
| Witne                                     | ess                                                                                                                                                                                                               |                                                                                                                                           | Attorney-in-fact                                                   |

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. SW-000-3248

| STAT                                                                            | E OF                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| COUN                                                                            | NTY OF                                                                                                                                                                                                                                                                                                                                 | ss<br>—                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                        | , being                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | g first duly sworn, deposes and says that:                                                                                     |
| (1)                                                                             | We are                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | of                                                                                                                             |
|                                                                                 | (owner, partne                                                                                                                                                                                                                                                                                                                         | er, officer,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | representative, or agent)                                                                                                      |
|                                                                                 | , tł                                                                                                                                                                                                                                                                                                                                   | ne Bidder t                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | that has submitted the attached bid:                                                                                           |
| (2)<br>circum                                                                   | We are fully informed respectinnstances respecting such bid:                                                                                                                                                                                                                                                                           | g the prep                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | aration and contents of the attached bid and of all pertinent                                                                  |
| (3)                                                                             | Such bid is genuine and is not                                                                                                                                                                                                                                                                                                         | a collusive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | e or sham bid:                                                                                                                 |
| indired<br>Contra<br>Contra<br>confer<br>Bidder<br>any collowa,<br>(5)<br>consp | is in interest, including this affiant, ctly, with any other Bidder, firm of act for which the attached bid has act, or has in any manner, directly rence with any other Bidder, firm r, or, to fix any overhead, profit or collusion, conspiracy, connivance, or any person interested in the profit or price or prices quoted in the | has in an or person s been su or indirect or person cost element on attached eement on attached eement on attached eement on the structure of the attached eement on the structure of the attached eement on the structure of the s | d bid are fair and proper and are not tainted by a collusion,<br>the part of the Bidder or any of its agents, representatives, |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Signed                                                                                                                         |
|                                                                                 |                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Title                                                                                                                          |
| Subsc                                                                           | cribed and sworn to before me                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                |
| this                                                                            | day of                                                                                                                                                                                                                                                                                                                                 | , 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | _                                                                                                                              |
| Title                                                                           |                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                |
| My Co                                                                           | ommission expires                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                |

#### **Bidder Status Form**

| To be comple                                                  | ted by all bidders                                                                              |                                                                          | Part A         |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------|
| Please answer "Y                                              | es" or "No" for each of the following:                                                          |                                                                          |                |
| Yes No                                                        | My company is authorized to transact busines<br>(To help you determine if your company is au    | ss in lowa.<br>thorized, please review the worksheet on the next         | page).         |
| Yes No My company has an office to transact business in lowa. |                                                                                                 |                                                                          |                |
| Yes No                                                        |                                                                                                 |                                                                          |                |
| Yes No                                                        | My company has been conducting business in<br>bids on this project.                             | n lowa for at least 3 years prior to the first request                   | for            |
| Yes No                                                        | My company is not a subsidiary of another bu<br>business entity that would qualify as a resider | siness entity or my company is a subsidiary of an<br>nt bidder in lowa.  | other          |
|                                                               | If you answered "Yes" for each question abov<br>complete Parts B and D of this form.            | e, your company qualifies as a resident bidder. P                        | lease          |
|                                                               | If you answered "No" to one or more question complete Parts C and D of this form.               | is above, your company is a nonresident bidder. If                       | Please         |
| To be comple                                                  | ted by resident bidders                                                                         |                                                                          | Part B         |
| My company has                                                | maintained offices in lowa during the past 3 year                                               | ars at the following addresses:                                          |                |
| Dates:/                                                       | /to//                                                                                           | Address:                                                                 |                |
|                                                               |                                                                                                 | City, State, Zip:                                                        |                |
| Dates:/                                                       | /to//                                                                                           | Address:                                                                 |                |
|                                                               |                                                                                                 | City, State, Zip:                                                        |                |
| Dates:/                                                       | /to//                                                                                           | Address:                                                                 |                |
| You may attach a                                              | dditional sheet(s) if needed.                                                                   | City, State, Zip:                                                        |                |
| To be comple                                                  | ted by non-resident bidders                                                                     |                                                                          | Part C         |
| 1. Name of hom                                                | e state or foreign country reported to the Iowa S                                               | Secretary of State:                                                      |                |
| 2. Does your co                                               | mpany's home state or foreign country offer pre                                                 | ferences to bidders who are residents?                                   | No             |
|                                                               | ed "Yes" to question 2, identify each preference<br>ate legal citation.                         | offered by your company's home state or foreign                          | country        |
|                                                               |                                                                                                 |                                                                          |                |
|                                                               |                                                                                                 | You may attach additional sheet                                          | (s) if needed. |
| To be comple                                                  | ted by all bidders                                                                              |                                                                          | Part D         |
| •                                                             | statements made on this document are true and accurate and truthful information may be a reas   | complete to the best of my knowledge and I know<br>son to reject my bid. | that my        |
| Firm Name:                                                    |                                                                                                 |                                                                          |                |
| Signature:                                                    |                                                                                                 | Date:                                                                    |                |

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa Labor Commissioner. 309-6001 02-14

# Worksheet: Authorization to Transact Business

|        | be used to help complete Part A of the Resident Bidder Status form. If at least one of the following tess, you are authorized to transact business in lowa.                                                                                                                                                                                                                                                                                                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes No | My business is currently registered as a contractor with the lowa 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 lowa for lowa income tax purposes.                                                                                                                                                                                                                                                                                                                |
| Yes No | My business is an active corporation with the lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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<br>state other than lowa, has filed a statement of foreign qualification in lowa and a statement of<br>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<br>limited partnership is filed in a state other than lowa, the limited partnership or limited liability<br>limited partnership has received notification from the lowa secretary of state that the application<br>for certificate of authority has been approved and no notice of cancellation has been filed by the<br>limited partnership or the limited liability limited partnership. |
| Yes No | My business is a limited liability company whose certificate of organization is filed in lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.                                                                                                                                                                                                                                                    |

309-6001 02-14

## Performance, Payment and Maintenance Bond

| KNOW ALL BY THESE PRESENTS:                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| That we,, as Principal (hereinafter the "Contractor" or "Principal" and as Surety are held and firmly bound unto <u>CITY</u>                                       |
| OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be                                                           |
| njured by any breach of any of the conditions of this Bond in the penal sum of                                                                                     |
| \$                                                                                                                                                                 |
| The conditions of the above obligations are such that whereas said Contractor entered into a contract with the                                                     |
| Owner, bearing date the day of, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements: |
| 2021 CDRC Sidewalk Infill Project                                                                                                                                  |

SURETY BOND NO.

### 2021 CDBG Sidewalk Infill Project Project SW-000-3248

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 \_\_\_\_\_ 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. SW-000-3248

| itness our hands, in triplicate, this | _ day of   | , <u>2021</u> .                          |
|---------------------------------------|------------|------------------------------------------|
| Surety Countersigned By:              | PRIN       | CIPAL:                                   |
| Signature of Agent                    |            | Contractor                               |
|                                       | Ву:        | Signature                                |
| Printed Name of Agent                 |            | Title                                    |
| Company Name                          | <b>S</b> U | RETY:                                    |
| Company Address                       |            | Surety Company                           |
| City, State, Zip Code                 | By:        | Signature Attorney-in-Fact Officer       |
| Company Telephone Number              |            | Printed Name of Attorney-in-Fact Officer |
|                                       |            | Company Name                             |
| FORM APPROVED BY:                     | -          | Company Address                          |
|                                       |            | 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.

| NOTICE TO PROCEED                          |                                                                                                              |  |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------|--|
| ГО:                                        | DATE:                                                                                                        |  |
|                                            | PROJECT: 2021 CDBG Sidewalk Infill                                                                           |  |
| SW-000-3248                                |                                                                                                              |  |
|                                            | Cedar Falls, Iowa                                                                                            |  |
|                                            | WORK in accordance with the Agreement dated ten (10) calendar days of,                                       |  |
| <b>2021</b> and you are to complete the WC | ORK as follows: furnish all labor, material and of the 2021 CDBG SIDEWALK INFILL PROJECT.                    |  |
| • •                                        | t shall commence within ten (10) calendar days after to Proceed and shall be performed regularly and roject. |  |
|                                            |                                                                                                              |  |
|                                            |                                                                                                              |  |
|                                            |                                                                                                              |  |
|                                            | City of Cedar Falls, Iowa                                                                                    |  |
|                                            | (OWNER)                                                                                                      |  |
|                                            |                                                                                                              |  |
|                                            | Ву                                                                                                           |  |
|                                            | Title                                                                                                        |  |

#### FORM OF CONTRACT

| This Contract | t entered into in qua | adruplicate at Cedar Falls, Iowa, this da       | y of  |
|---------------|-----------------------|-------------------------------------------------|-------|
| , 2021, b     | by and between the    | e City of Cedar Falls, Iowa, hereinafter called | the   |
| Owner, and    | of                    | , hereinafter called the Contrac                | ctor. |
| WITNESSETH:   |                       |                                                 |       |

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 CDBG SIDEWALK INFILL PROJECT, Project No. SW-000-3248 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6<sup>th</sup> day of July 2021, 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. SW-000-3248 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

#### o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

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

|                                              | Contractor                   |
|----------------------------------------------|------------------------------|
|                                              | CITY OF CEDAR FALLS, IOWA    |
|                                              | By<br>Robert M. Green, Mayor |
| Attest: Jacqueline Danielsen, MMC City Clerk |                              |

## **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

#### 01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred percent (100%) of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

#### 02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate their operations with those of other Contractors working within the same area of the following project:

- 1. Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- Cedar Falls Utilities overhead to underground electric conversion.
- 3. UNI Spring Classes End April 30, 2021
- 4. Last Day of Cedar Falls Public Schools (Tentative) June 1, 2021
- 5. Sturgis Falls Celebration June 25-27, 2021
- 6. UNI Fall Classes Resume August 23, 2021
- Cedar Falls Public Schools Resume (Tentative) August 23, 2021
- 8. UNI Homecoming October 2, 2021

#### 03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them.

#### 04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all disposal sites. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

#### 05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty percent (50%) of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

#### 06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, much of this work is in conjunction with street reconstruction or resurfacing. To minimize conflicts, and avoid encountering a situation that may require a possible spot repair under a newly laid street, Contractor should plan to finish by Thursday, November 25, 2021.

#### 07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar weeks.

#### 08 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

#### 09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

#### 10 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of each month.

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

#### 11 Method of Measurement

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 CDBG SIDEWALK INFILL PROJECT in accordance with the 2021 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

See Plans, Sheet C.02 for Estimated Project Quantities and measurement of payment

#### 12 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

# **DIVISION 4 – Supplemental Plans and Specifications**

All work shall be constructed as specified in the Contract documents for the 2021 CDBG Sidewalk Infill project in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

#### <u>Item No. 16 - Traffic Control</u>

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

# **DIVISION 5 – CDBG Funding**

# CDBG FUNDING REQUIRED PROVISIONS

# See Following Pages:

Prevailing Wage Determination (8 pages)

Required Federal Contract Language for CDBG Funded Contracts (9 pages)

Payroll Form (2 pages)

On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (11 pages)

Section 3 (8 pages)

Project Sign (1 page)

"General Decision Number: IA20200081 01/03/2020

Superseded General Decision Number: IA20190081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

#### **EXCLUDES SCOTT COUNTY**

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2021. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

# Modification Number Publication Date 0 01/03/2020

#### SUIA2019-001 10/18/2017

|                                                                                                           | Rates                                     | Fringes                         |                                                      |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------|------------------------------------------------------|
| Carpenter & Piledrive ZONE 1                                                                              | \$ 27.9<br>\$ 26.0<br>\$ 26.0             | 03<br>03<br>55                  | 13.28<br>13.38<br>13.38<br>10.80<br>9.20             |
| CONCRETE FINISHER  ZONE 1  ZONE 2  ZONE 3  ZONE 4  ZONE 5                                                 | \$ 27.!<br>\$ 27.!<br>\$ 24.8             | 50<br>50<br>85                  | 7.10<br>7.10<br>7.10<br>6.10<br>6.10                 |
| ELECTRICIAN (STREET<br>HIGHWAY LIGHTING A<br>SIGNALS)<br>ZONE 1, 2, AND 3.<br>ZONE 4                      | ND TRAFFIC<br>\$ 24.4<br>\$ 23.           | 15                              | 6.50<br>6.50<br>6.50                                 |
| IRONWORKER (SETTIN STRUCTURAL STEEL) ZONE 1ZONE 2ZONE 3ZONE 4ZONE 5**                                     | \$ 30.!<br>\$ 28<br>\$ 28                 | 41<br>41<br>35                  | 10.70<br>10.70<br>11.00<br>9.50<br>9.05              |
| LABORER  ZONE 1, 2 AND 3  GROUP A  GROUP AA  GROUP B  GROUP C  ZONE 4  GROUP A  GROUP B  GROUP A  GROUP B | \$ 25<br>\$ 21<br>\$ 18<br>\$ 20<br>\$ 19 | .53<br>.30<br>.22<br>.82<br>.50 | 9.18<br>9.18<br>9.18<br>9.18<br>8.63<br>8.63<br>8.63 |

| ZONE 5                       |       |
|------------------------------|-------|
| GROUP A\$ 21.32              | 7.18  |
| GROUP B\$ 18.82              | 7.18  |
| GROUP C \$ 17.97             | 7.18  |
| ·                            |       |
| POWER EQUIPMENT OPERATOR     |       |
| ZONE 1                       |       |
| GROUP A\$ 31.75              | 14.55 |
| GROUP B\$ 30.20              | 14.55 |
| GROUP C\$ 27.70              | 14.55 |
| GROUP D\$ 27.70              | 14.55 |
| ZONE 2                       |       |
| GROUP A\$ 31.05              | 14.55 |
| GROUP B\$ 29.45              | 14.55 |
| GROUP C\$ 26.90              | 14.55 |
| GROUP D\$ 26.90              | 14.55 |
| ZONE 3                       |       |
| GROUP A\$ 29.05              | 23.30 |
| GROUP B\$ 27.25              | 23.30 |
| GROUP C\$ 26.25              | 23.30 |
| GROUP D\$ 26.25              | 23.30 |
| ZONE 4                       |       |
| GROUP A\$ 30.55              | 11.65 |
| GROUP B\$ 29.41              | 11.65 |
| GROUP C\$ 27.33              | 11.65 |
| GROUP D\$ 27.33              | 11.65 |
| ZONE 5                       |       |
| GROUP A\$ 27.37              | 9.60  |
| GROUP B\$ 26.33              | 9.60  |
| GROUP C\$ 24.60              | 9.60  |
| GROUP D\$ 23.60              | 9.60  |
|                              |       |
| TRUCK DRIVER (AND PAVEMENT   |       |
| MARKING DRIVER/SWITCHPERSON) | 10.05 |
| ZONE 1\$ 23.85               | 10.85 |
| ZONE 2                       | 40.05 |
| \$ 23.85                     | 10.85 |
| ZONE 3\$ 23.85               | 10.85 |
| ZONE 4\$ 23.85               | 6.65  |
| ZONE 5                       |       |
| \$ 21.90                     | 6.65  |

#### **ZONE DEFINITIONS**

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County

(except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

#### LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector\*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above);

dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (l cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

- \*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5) Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.
- \* ADDED CRAFT SIGN ERECTOR

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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# END OF GENERAL DECISION"

# Required Federal Contract Language For Community Development Block Grant (CDBG) Funded Contracts

# **Federal Labor Standards Provisions**

### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- **A.1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.
- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b)If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid

not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- **7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- **10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- **B.** Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100.000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

## ALL CONTRACTS

### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

## 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
   States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
   This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
   Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
   Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
   Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
   Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

### 3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

## 4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### 5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

# 6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

# 7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

# **ALL CONTRACTS IN EXCESS OF \$10,000**

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: <a href="Provided, however">Provided, however</a>, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# **ALL CONTRACTS IN EXCESS OF \$100,000**

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

# ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

# CITY OF CEDAR FALLS, IOWA **BLACK HAWK COUNTY**

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE

# 2021 CDBG SIDEWALK INFILL PROJECT

PROJECT NO. SW-000-3248

PREPARED BY THE CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS CITY OF CEDAR FALLS, IOWA JULY, 2021

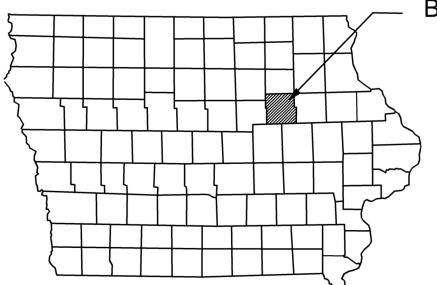
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON

|             | INDEX OF SHEETS                          |  |  |  |
|-------------|------------------------------------------|--|--|--|
| SHEET NO.   | SHEET NO. DESCRIPTION                    |  |  |  |
| A.01        | TITLE SHEET                              |  |  |  |
| A.02        | LOCATION MAP                             |  |  |  |
| B.01 - B.02 | TYPICAL DETAILS                          |  |  |  |
| C.01 - C.02 | GENERAL NOTES,                           |  |  |  |
|             | ESTIMATE REFERENCE, ESTIMATED QUANTITIES |  |  |  |
| D.01 - D.11 | TUCSON DRIVE - IDAHO RD. TO ORCHARD DR.  |  |  |  |
| D.12 - D.16 | WEST 3RD ST HUDSON RD. TO FRANCIS ST.    |  |  |  |
| D.17 - D.20 | WALNUT ST WEST 20TH ST. TO WEST 21ST ST. |  |  |  |

## 2021 EDITION URBAN STANDARD SPECIFICATIONS

| NUMBER    | DATE     | IDENTIFICATION                             |
|-----------|----------|--------------------------------------------|
| 7030.201  | 10/20/15 | CLASSES OF SIDEWALK                        |
| 7030.204  | 10/20/15 | GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK |
| 7030.205  | 10/20/15 | GENERAL SIDEWALK AND CURB RAMP DETAILS     |
| 7030.210  | 10/16/12 | DETECTABLE WARNING PLACEMENT               |
| 9010.202A | CURRENT  | URBAN SEEDING MIXTURES                     |
| 9080.101  | 10/16/18 | TYPE A CONCRETE STEPS                      |
|           |          | -                                          |

BLACK HAWK CO.





www.iowaonecall.com Know what's below.

# ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: DAVID A. WICKE, P.E. IA. LIC. NO. 25684 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: A.01-A.02, B.01-B.02, C.01-C.02, D.01-D.19

# Kelly Dunn CHASE SCHRAGE

DIRECTOR, PUBLIC WORKS

**MAYOR** Rob Green COUNCIL PERSONS Frank Darrah Susan deBuhr Simon Harding Daryl Kruse Mark Miller Dave Sires

DAVID A. WICKE, P.E. CITY ENGINEER

RON S. GAINES, P.E. CITY ADMINISTRATOR

TOTAL 26

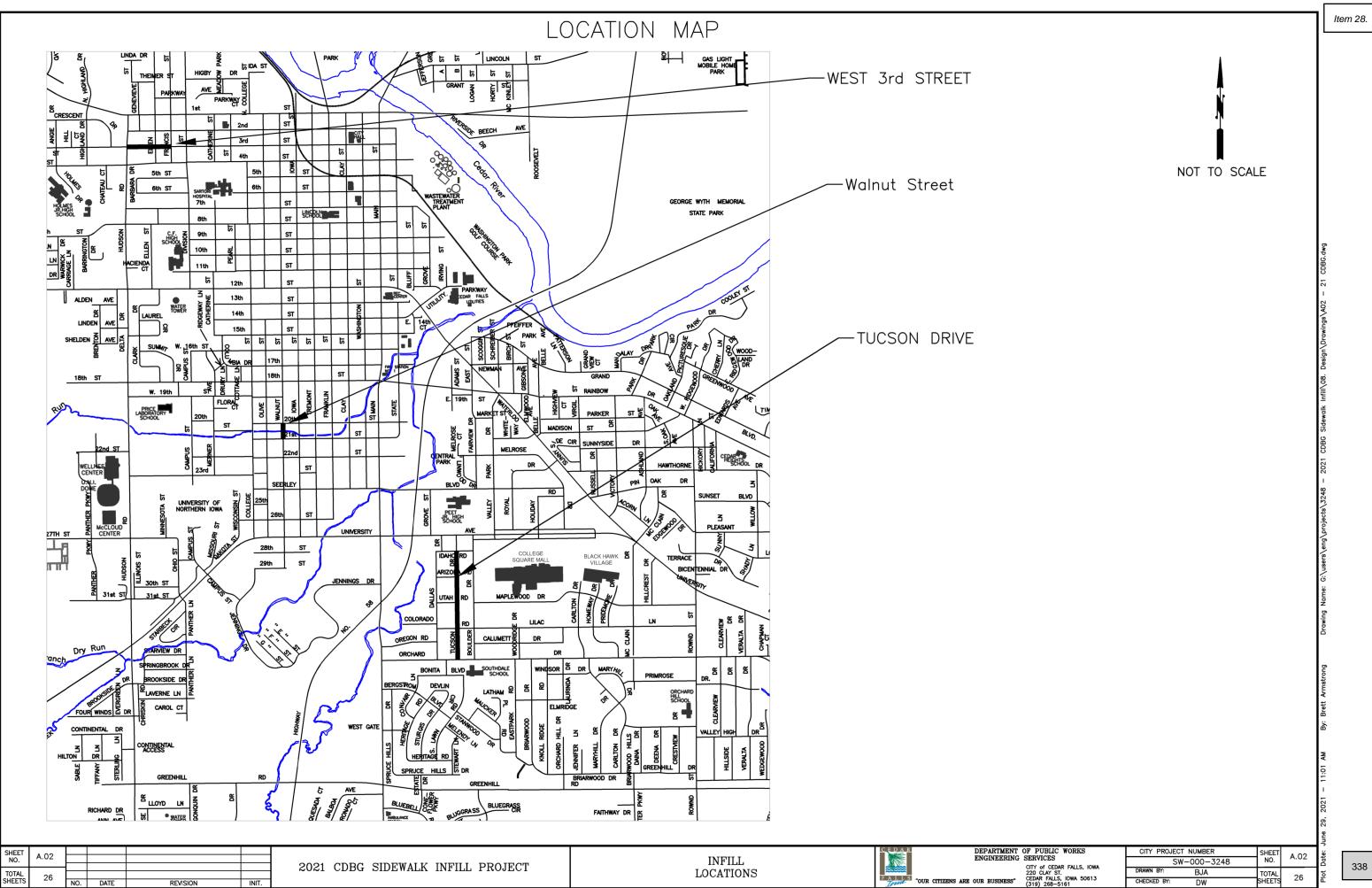
2021 CDBG SIDEWALK INFILL PROJECT

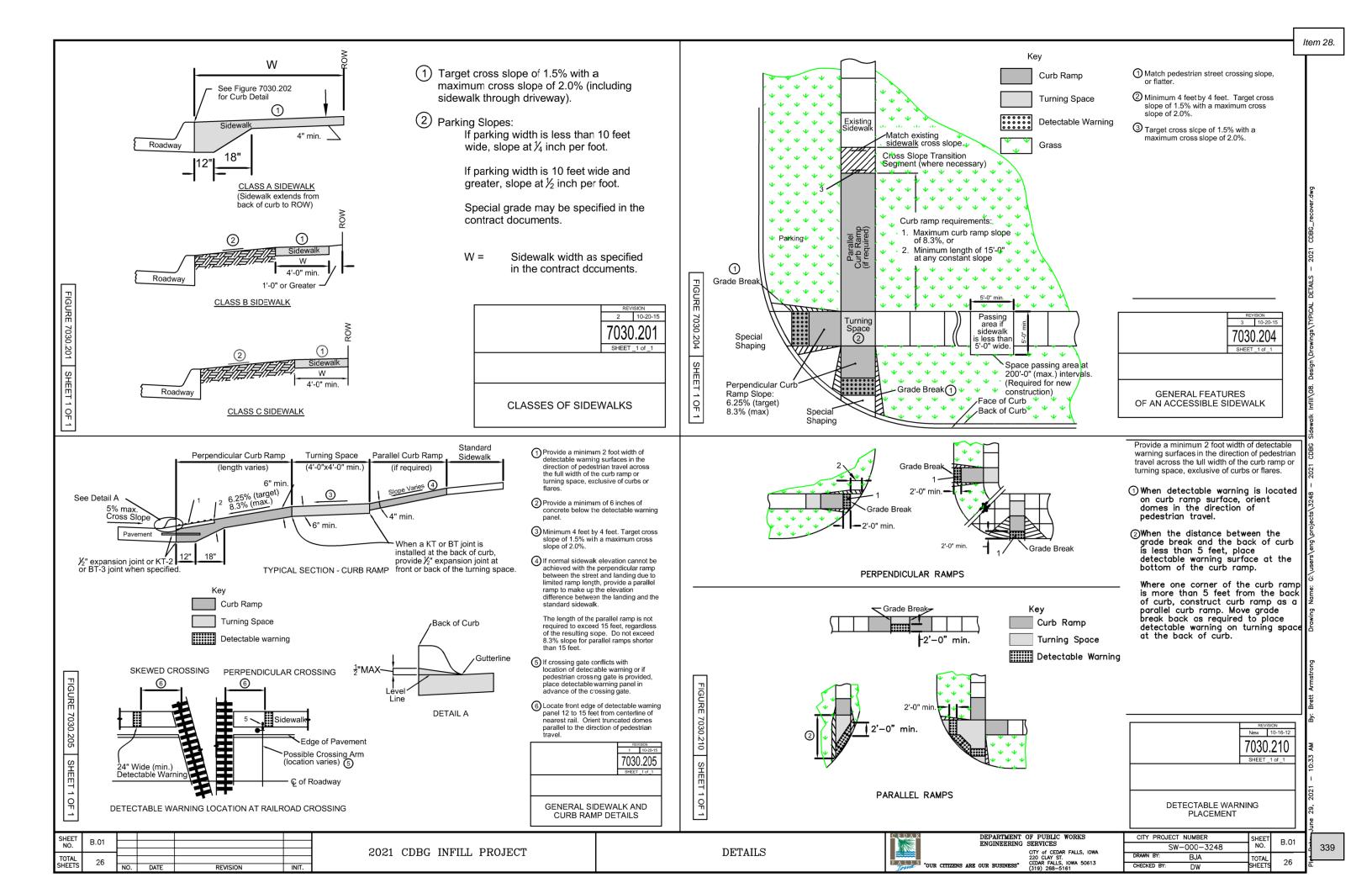
TITLE SHEET



DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

| CITY PROJEC | T NUMBER   | SHEET  | A.01 |
|-------------|------------|--------|------|
| SI          | W-000-3248 | NO.    | A.01 |
| DRAWN BY:   | BJA        | TOTAL  | 26   |
| CHECKED BY: | DW         | SHEETS | 26   |





# CURB AND GUTTER, P.C.C., CLASS "C"

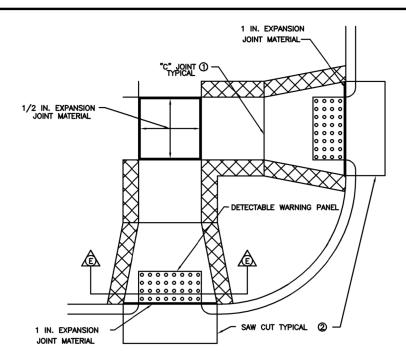
SAW CONTROL JOINTS AS DIRECTED BY THE ENGINEER.

THE BID PRICE FOR "PLACE CURB AND GUTTER, 2.5 FT., P.C.C., CLASS "C"" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

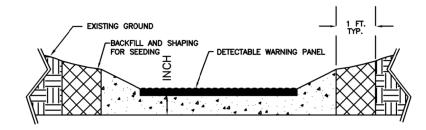
Provide a minimum of 2 inches of cover for all

- SAWING SAW NEW EDGE ON EXISTING CURB SECTION IF NECESSARY.
- CLASS 10 EXCAVATION.
- REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
- COMPACTION OF SUBGRADE.
- DRILLING HOLES AND PLACEMENT OF EPOXY COATED REBAR. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
- 7. ALL BARRICADES AND SAFETY FENCE.

reinforcing. Ensure all risers are an equal height and all treads are an equal depth within a flight of stairs. Minimum riser height is 4 inches. Maximum riser height is 7 inches. 2 Minimum tread depth is 11 inches. 3 Match existing sidewalk width. Possible Handrail Posts Construct cross slope of landing to match adjacent sidewalk. Slope tread 1% minimum to 2% maximum in any direction. Possible Sidewalk 6 Weld post to anchor plate with 1/4 inch weld. Grind weld to provide smooth surface, free of burrs. **∠**#4 @ 18" C-C PLAN 1 ¼" to 2" 🌀 5'-0" max -6" x 6" x ¼" spacing Anchor Plat 0 ANCHOR PLATE DETAIL 1" Preformed ISOMETRIC **Expansion Joint** Preform ¥#4 @ 18" C-C 9080.101 Expansion John **⑤ ├**/₂" max. ra Rise①Tread② TYPE A CONCRETE STEPS **SECTION A-A** WITH HANDRAIL



# SIDEWALK INTERSECTION - TYPICAL



# SECTION E - E BACKFILL AND SHAPING FOR SEEDING

CONTRACTOR WILL BE RESPONSIBLE FOR

BACKFILLING, SHAPING, SEEDING, AND WATERING OF THE TOPSOIL AREA ADJACENT TO THE NEW RAMPS.

(NOT TO SCALE)

### REFERENCE NOTES

DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATION. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.

ALL CONCRETE FOR THE CONSTRUCTION OF PEDESTRIAN RAMPS AND SIDEWALKS SHALL BE THE SAME.

FINISH SHALL BE THE SAME AS FOR SIDEWALKS AND IN ACCORDANCE WITH

- 1) NORMAL RAMP SLOPE IS 5%, MAXIMUM RAMP SLOPE IS 8.33% (1 IN./FT.).
- ② SAW CUT "C" JOINT T/4 (CONTRACTION JOINT). LOCATION TO BE DETERMINED IN THE FIELD (BEGIN FLARE AT "C" JOINT). SEE DETAIL SHEET C.01.
- 3 FULL DEPTH SAW CUT WITH STANDARD P.C.C. CURB & GUTTER SECTION, AND P.C.C. CURB & GUTTER SECTION WITH ASPHALT OVERLAYED P.C.C. SECTION; FULL DEPTH SAW CUT WITH ASPHALT OVERLAYED STREET AND VERTICAL CURB.
- 4 LIP CURB DROPS 1/2 INCH FROM THE BACK OF CURB TO THE FLOW LINE OF THE GUTTER.
- (5) ANY SAW CUT WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT OR LESS THAN EIGHTEEN (18) INCHES FROM AN EXISTING LONGITUDINAL JOINT SHALL BE TAKEN TO THAT JOINT.

DEPARTMENT OF PUBLIC WORKS CITY PROJECT NUMBER B.02 NO. SW-000-3248 EDAR FALLS, IOWA 50613 319) 268-5161 CHECKED BY: "OUR CITIZENS ARE OUR BUSINESS"

**DETAILS** 

THE CONTRACTOR SHALL EXERCISE CARE AND MINIMIZE DISTURBANCE BEYOND THE PROPERTY LINE OR AREAS SHOWN TO BE DISTURBED. THIS INCLUDES EXCAVATION, CONCRETE PREPARATION AND PLACEMENT AND BACKFILLING OF THE SIDEWALKS. ABSOLUTELY NO EQUIPMENT SHOULD BE USED BEYOND THE PROPERTY LINE.

THE CONTRACTOR SHOULD STRIVE TO MINIMIZE AREAS OF DISTURBANCE INCLUDING PARK STRIPS. ALL DISTURBED AREAS SHALL BE PREPARED AND RESTORED USING MATERIALS SHOWN.

- 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A WASTE AREA OR DISPOSAL SITE FOR ASPHALT, BRICK, AND BROKEN CONCRETE. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. ALL DISPOSAL SITES TO BE APPROVED BY THE OWNER'S REPRESENTATIVE. SEE GENERAL NOTE NUMBER 16.
- 3. THE CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 4. IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSRY SAW CUTTING FOR THE PROPOSED SIDEWALK AND PAVEMENT REMOVAL. ALL BREAKING OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND AT THE CONTRACTOR'S EXPENSE. ALL SAW CUTTING NECESSARY FOR P.C.C. SIDEWALK, AND CURB AND GUTTER REMOVAL SHALL BE FULL DEPTH AND SHALL BE CONSIDERED INCIDENTAL.
- 5. THE OWNER'S REPRESENTATIVE WILL FURNISH THE REQUIRED STAKES AND BENCH MARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN STAKES AND REPORT ANY DAMAGE TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. ANY SURVEY STAKES OR MARKS THAT ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 6. UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND / OR FIELD SURVEYS. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATION AND ELEVATION OF THESE AND OTHER ADDITIONAL FACILITIES THAT MAY EXIST BUT ARE NOT SHOWN. IT SHALL BE THE RESPONSIBILTY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE THE NECESSARY ADJUSTMENTS. NO DIRECT PAYMENT SHALL BE MADE FOR WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO THE OTHER APPLICABLE WORK.
- 7. PROJECT SCHEDULE THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR APPROVAL TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK ON THE PROJECT.
- 8. THE CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
- 9. THE CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE OWNER'S REPRESENTATIVE.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO STREETS.
- 11. ALL WATERING FOR SOD IS INCIDENTAL TO ITEM NO. 9.

- 12.PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) SHALL APPLY FOR TEMPORARY TRAFFIC CONTROL. CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL.DEVICES AND THE COST SHALL BE INCIDENTAL TO OTHER ITEMS. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE BASE SPECIFICATIONS.
- 13. THE CONTACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THE AREAS FOR STORAGE OF MATERIALS.

### 14. UTILITY CONTACT PERSON\*:

### A. CEDAR FALLS UTILITES

| GAS                              | JERALD LUKENSMEYER | 319-268-5330 |
|----------------------------------|--------------------|--------------|
| ELECTRIC                         | JOHN OSTERHAUS     | 319-268-5298 |
| COMMUNICATIONS                   | MIKE SMITH         | 319-268-5224 |
| WATER                            | TRAVIS SCHRAGE     | 319-268-5336 |
| A. CENTURYLINK                   | BRENT GIESE        | 563-355-2592 |
| B. MEDIACOM                      | KEVIN PARKER       | 319-240-4937 |
| C. WINDSTREAM                    | FELICIA HODGES     | 501-748-4743 |
| D. CEDAR FALLS WATER RECLAMATION | MIKE NYMAN         | 319-273-8633 |
| E. CEDAR FALLS POLICE DEPARTMENT |                    | 319-273-8612 |

- \* CONTRACTOR MUST CALL IOWA ONE CALL (1-800-292-8989) FOR ALL UTILITY LOCATION REQUEST.
- 15. UNLESS OTHERWISE DIRECTED OR AUTHORIZED BY THE OWNER'S REPRESENTATIVE. ALL ASPHALTIC CEMENT CONCRETE, PCC AND OTHER BITUMINOUS MATERIALS REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:

- A. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE,
- B. DISPOSE OF IN A LICENSED LANDFILL
- C. DISPOSE OF AT AN APPROVED A.C. CONCRETE RECYCLING FACILITY.
- 16. VERTICAL PANELS ARE REQUIRED DURING CONSTRUCTION. TYPE 1 BARRICADES ARE REQUIRED AFTER PLACEMENT OF P.C. CONCRETE AND SHALL REMAIN IN PLACE UNTIL P.C. CONCRETE HAS CURED AND HAS BEEN BACKFILLED.
- 17. CONTRACTOR SHALL PROVIDE OWN SANITARY FACILITIES AS REQUIRED.
- 18.IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS WITH THE PROJECT LIMITS ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT'S ACTIVITY. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.

| SHEET  | C.01     |     |      |          |       |
|--------|----------|-----|------|----------|-------|
| NO.    |          |     |      |          |       |
| -      | TOTAL 26 |     |      |          |       |
|        |          |     |      |          |       |
| SHEETS |          | NO. | DATE | REVISION | INIT. |
|        |          |     |      |          |       |

2021 CDBG SIDEWALK INFILL

NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.

ARE OUR BUSINESS\* CEDAR FALLS, IOWA 50613
(319) 268-5161 CITY PROJECT NUMBER SHEET SW-000-3248 NO. C.

DRAWN BY: BJA TOTAL CHECKED BY: DW SHEETS 2

June 29, 2021 – 10:40 AM By: Brett Arms

### Item 28.

### **ESTIMATE REFERENCE INFORMATION**

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision.

### ITEM NO. DESCRIPTION

- 1,2 ALL SIDEWALKS AND CURB AND GUTTER TO BE REMOVED, WILL BE TAKEN TO THE NEAREST JOINT OR AS DIRECTED BYTHE OWNER'S REPRESENTATIVE. SEE GENERAL NOTES, NUMBERS 2, 4 & 10.
- 3,4,6 COARSE AGGREGATE FOR P.C.CONCRETE SHALL BE CLASS III DURABILITY.
  TRANSVERSE JOINTS (C JOINTS) AND ALL EXPANSION JOINTS SHALL BE
  INCIDENTAL TO THIS ITEM. SEE DETAIL SHEETS B.0X AND B.0X. SEE
  GENERAL NOTES NUMBERS 9.
  - A.4 INCH CONCRETE FOR MAINLINE SIDEWALKS AND COMMON SQUARES.
  - B. 6 INCH CONCRETE FOR PEDESTRIAN RAMPS AND SIDEWALK THROUGH DRIVEWAYS.
  - C.6 INCHES OF ROCK TO BE PLACED UNDER CURB AND GUTTER SECTIONS (INCIDENTAL TO ITEM).
- 5 SEE STANDARD SPECIFICATION 7030. SEE TABULATION SHEETS C.0X AND C.0X AND DETAIL SHEET B.0X AND B.0X. DETECTABLE WARNING PANELS SHALL COMPLY WITH IOWA D.O.T. MATERIALS I.M. 411.
- 7 THE ESTIMATED QUANTITY INCLUDES REMOVAL AND DISPOSAL OF THE EXISTING MATERIAL AND ANY NECESSARY GRADING. CLEAN FILL CAN BE USED ON OTHER LOCATIONS.
- THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE OWNER'S REPRESENTATIVE. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS AND ANY LARGE CLODS SHALL BE BROKEN UP OR REMOVED PRIOR TO SEEDING. THE DEPTH OF THE TOPSOIL SHALL BE 6 INCHES. SEE GENERAL NOTE 11 ON SHEET C.01.
- 9 THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE OWNER'S REPRESENTATIVE. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SEE GENERAL NOTE 11.
- 10 QUANTITY SHOWN IS ESTIMATED. ACTUAL QUANTITY TO BE DETERMINED IN THE FIELD.
- 11 SEE STANDARD SPECIFICATION 9040 AND DESIGN MANUAL 7E.20.
- 12 NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION.
- THIS ITEM IS FOR REPLACEMENT OF STAIRS IN THE RIGHT OF WAY AT 3434 TUCSON DRIVE. THESE STAIRS ARE TO BE PLACED IN COMPLAINCE WITH SUDAS DETAILS IN THE C SHEETS.
- 14 THIS ITEM IS RELATED TO TREE REMOVALS NEEDED TO ALLOW FOR SIDEWALK TO BE PLACED AND GROUND AROUND NEW SIDEWALK TO BE GRADED TO ATLEAST A 4:1 SLOPE.
- 15 SEE GENERAL NOTES 12 AND 16. ALL TRAFFIC CONTROL SHALL COMPLY WITH PART VI, STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENTAL MANAGEMENT OPERATIONS. (PART VI, MUTCD) 2009.

# ESTIMATED PROJECT QUANTITIES

### **LOCATIONS**

| BID ITEM NO. | BID ITEM                                          | UNITS | TUCSON DRIVE | WALNUT STREET | WEST 3rd<br>STREET | TOTAL   |
|--------------|---------------------------------------------------|-------|--------------|---------------|--------------------|---------|
| 1            | Removal of Sidewalk                               | S.Y.  | 5.0          | 17.5          | 24.4               | 46.9    |
| 2            | Remaval of Curb & Gutter, 2.5 ft. Wide            | L.F.  | 47.3         | 50.5          | 80.0               | 177.8   |
| 3            | Sidewalk, P.C.C., Class "C", 4 in.                | S.Y.  | 830.3        | 282.5         | 409.2              | 1522.0  |
| 4            | Sidewalk, P.C.C., Class "C", 6 in.                | S.Y.  | 45.0         | 49.0          | 41.1               | 135.1   |
| 5            | Detectable Warning Panels                         | S.F.  | 46.0         | 60.0          | 80.0               | 186.0   |
| 6            | Curb & Gutter, 2.5 ft. Wide,<br>P.C.C., Class "C" | L.F.  | 47.3         | 50.5          | 80.0               | 177.8   |
| 7            | Class 10, Excavation, Roadway<br>Waste            | C.Y.  | 340.15       | 32.50         | 199.00             | 571.65  |
| 8            | Topsoil, Furnish & Spread                         | C.Y.  | 220.00       | 46.30         | 95.00              | 361.30  |
| 9            | Sod                                               | S.F.  | 9147.8       | 2502.0        | 5124.0             | 16773.8 |
| 10           | Surfacing, 1 INCH Roadstone                       | TONS  | -            | 14.0          | 10.0               | 24.0    |
| 11           | 11 Intake Sediment Filter                         |       | 46.0         | 6.0           | 6.0                | 58.0    |
| 12           | Unstable Material, Over<br>Excavation             | C.Y.  | 10.0         | 5.0           | 5.0                | 20.0    |
| 13           | Concrete Stairs, Type A                           | S.F.  | 24.7         | -             | -                  | 24.7    |
| 14           | Clearing and Grubbing                             | UNITS | 290          | -             | -                  | 290     |
| 15           | Traffic Control                                   | L.S.  | .33          | .33           | .33                | 1       |

| SHEET<br>NO.    | C.02 |     |      |          |       |
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| TOTAL<br>SHEETS | 26   | NO. | DATE | REVISION | INIT. |

2021 CDBG SIDEWALK INFILL PROJECT

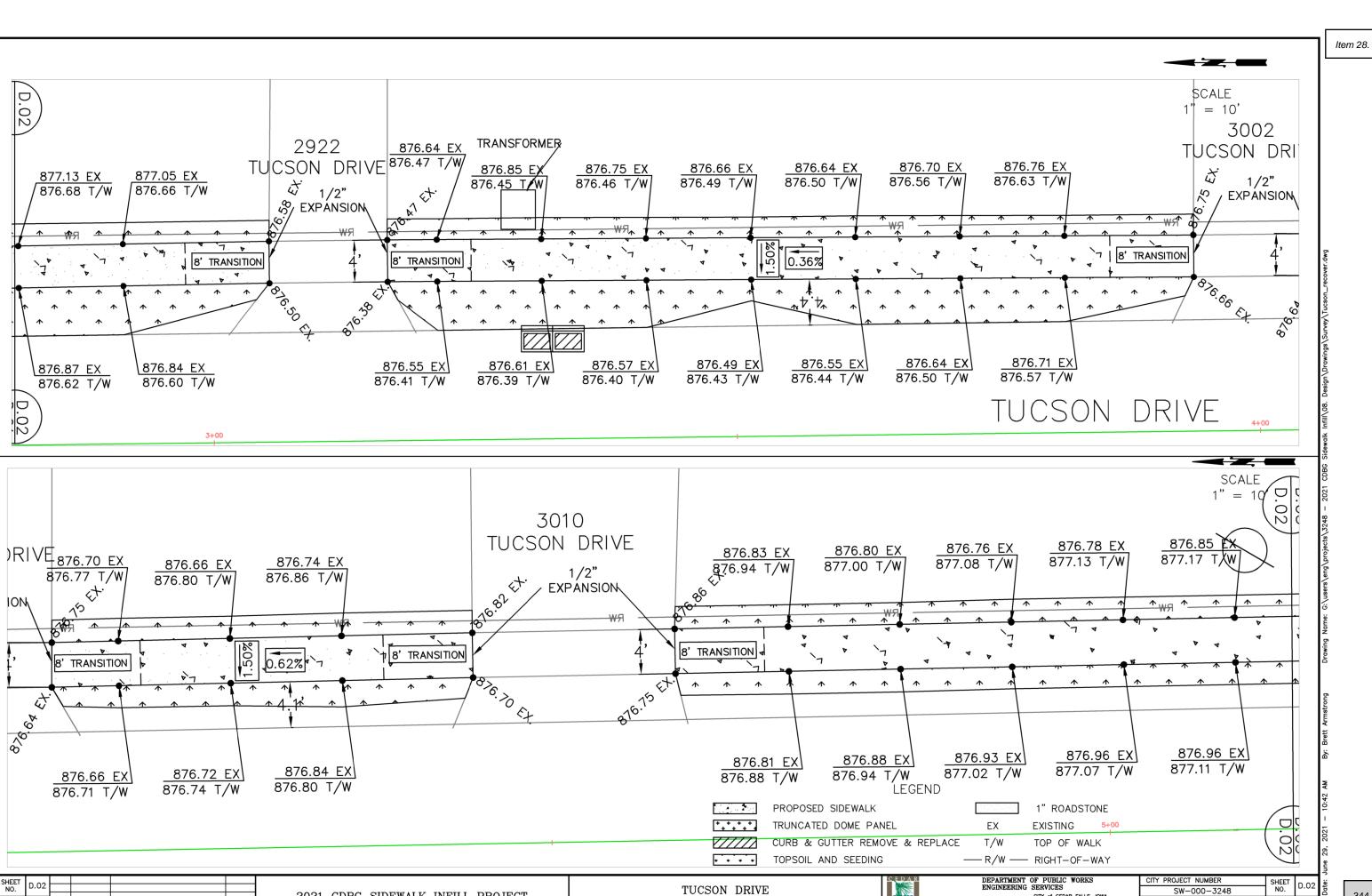
NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS



TOTAL SHEETS

26

26



2021 CDBG SIDEWALK INFILL PROJECT

TOTAL SHEETS

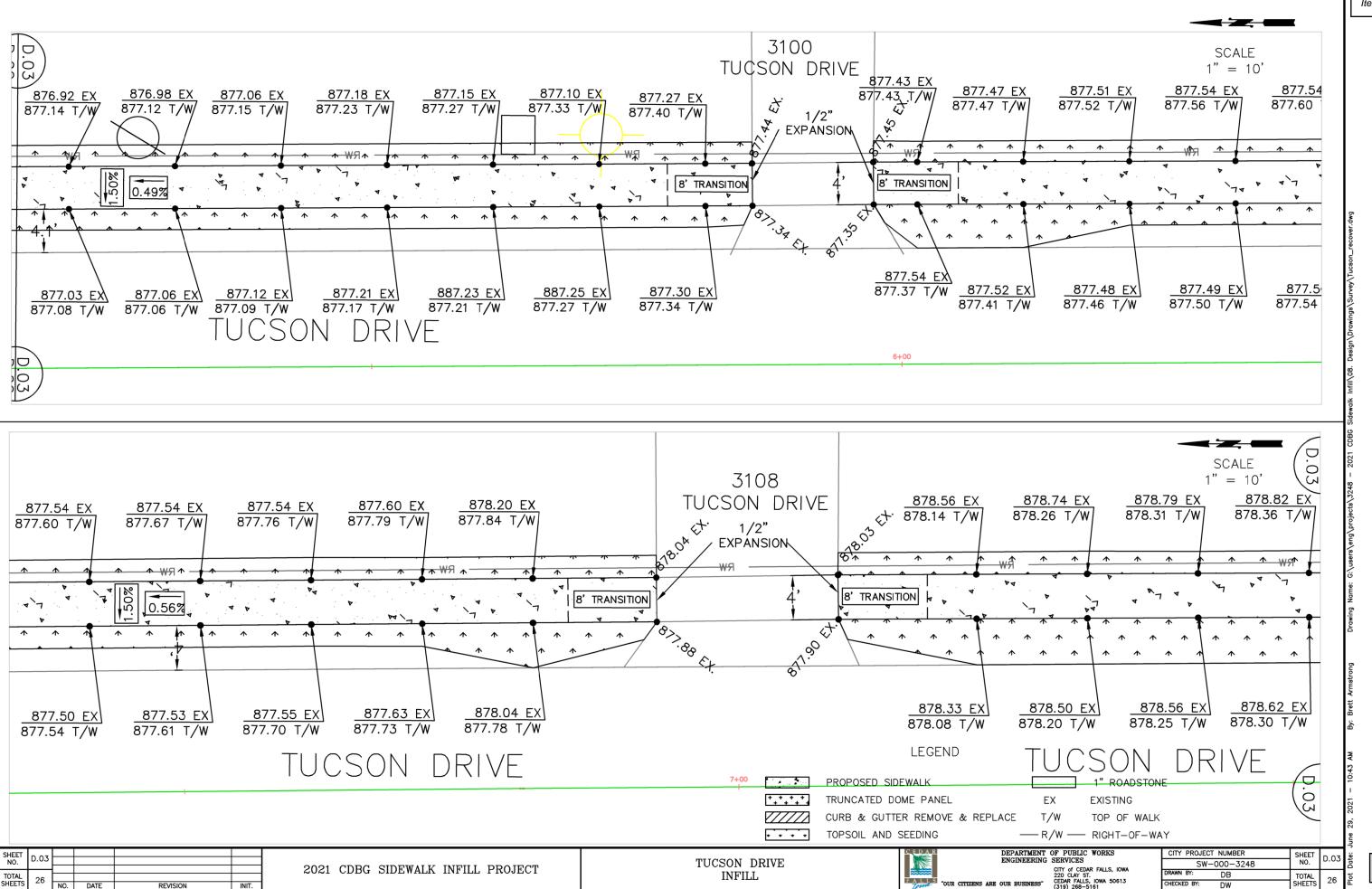
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TOTAL SHEETS

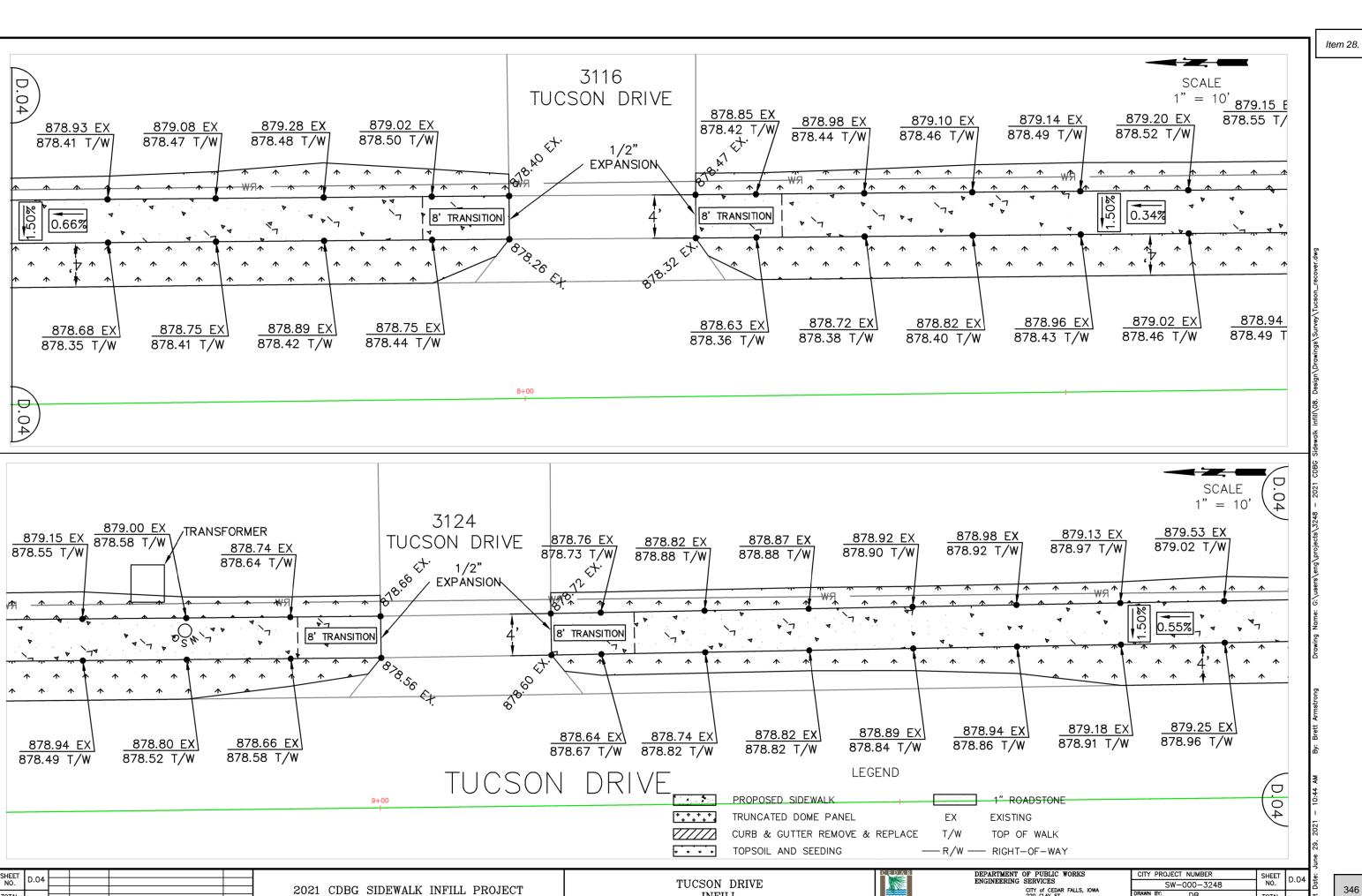
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CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161





TOTAL SHEETS



2021 CDBG SIDEWALK INFILL PROJECT

TOTAL SHEETS

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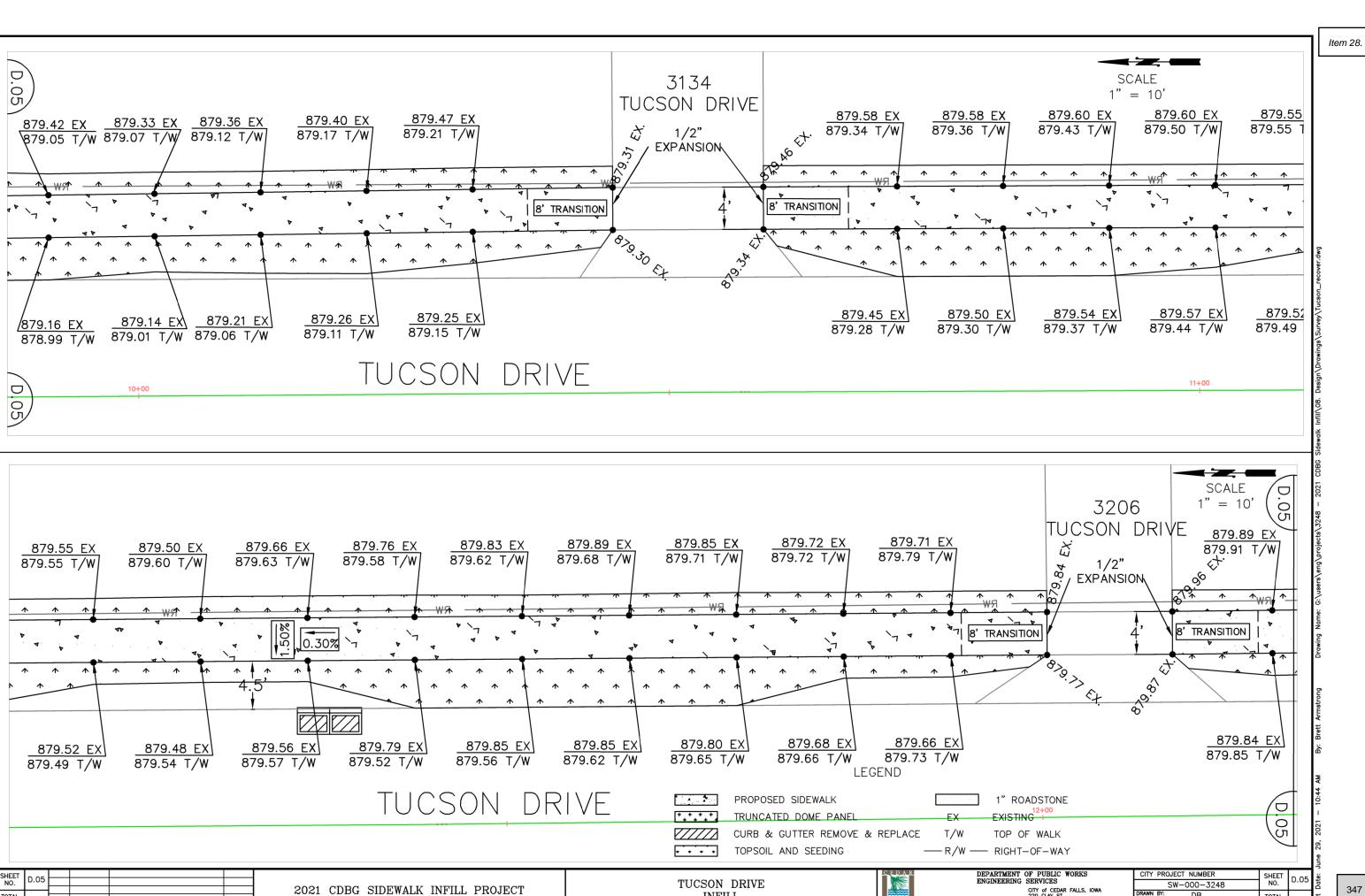
TOTAL SHEETS

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CHECKED BY:

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161



2021 CDBG SIDEWALK INFILL PROJECT

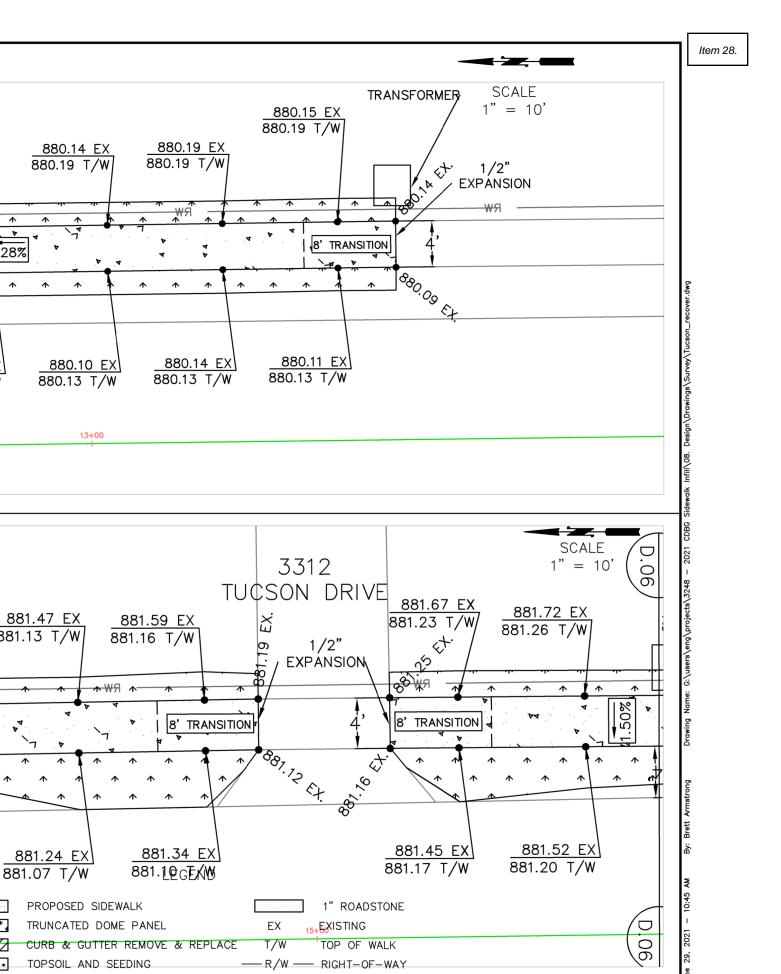
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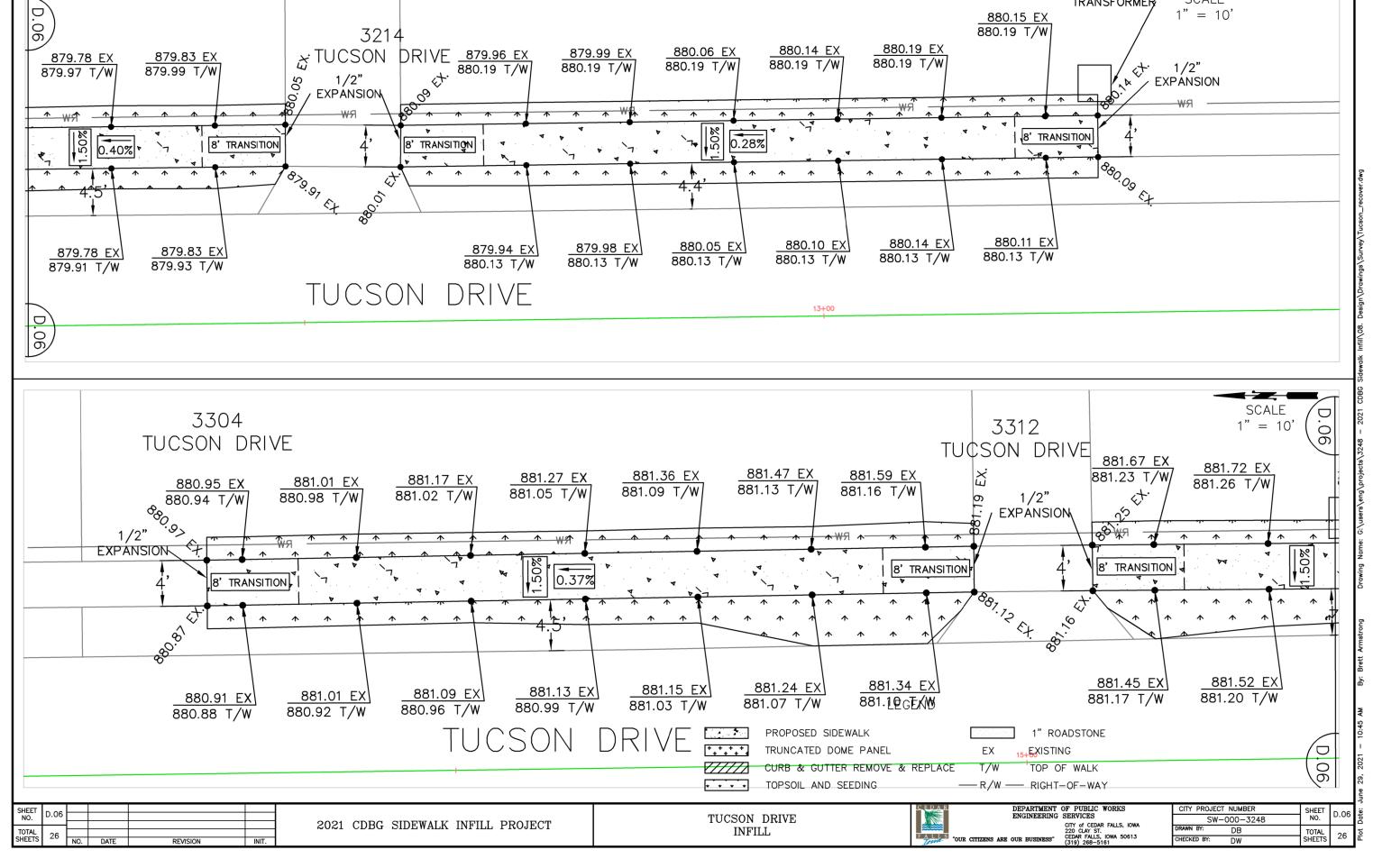
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TOTAL SHEETS

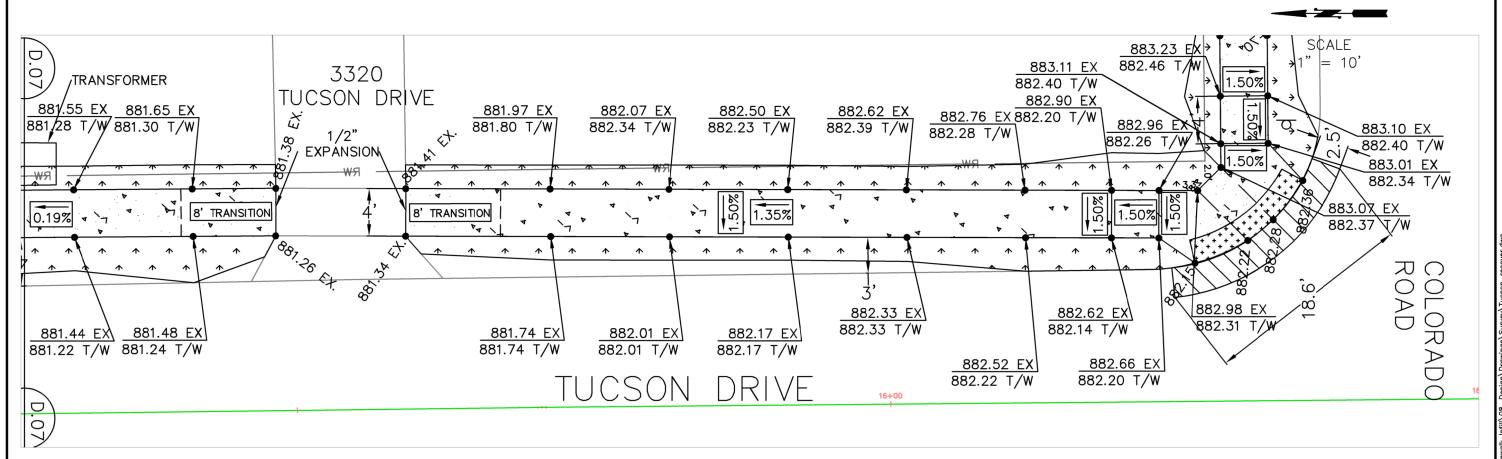
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CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161









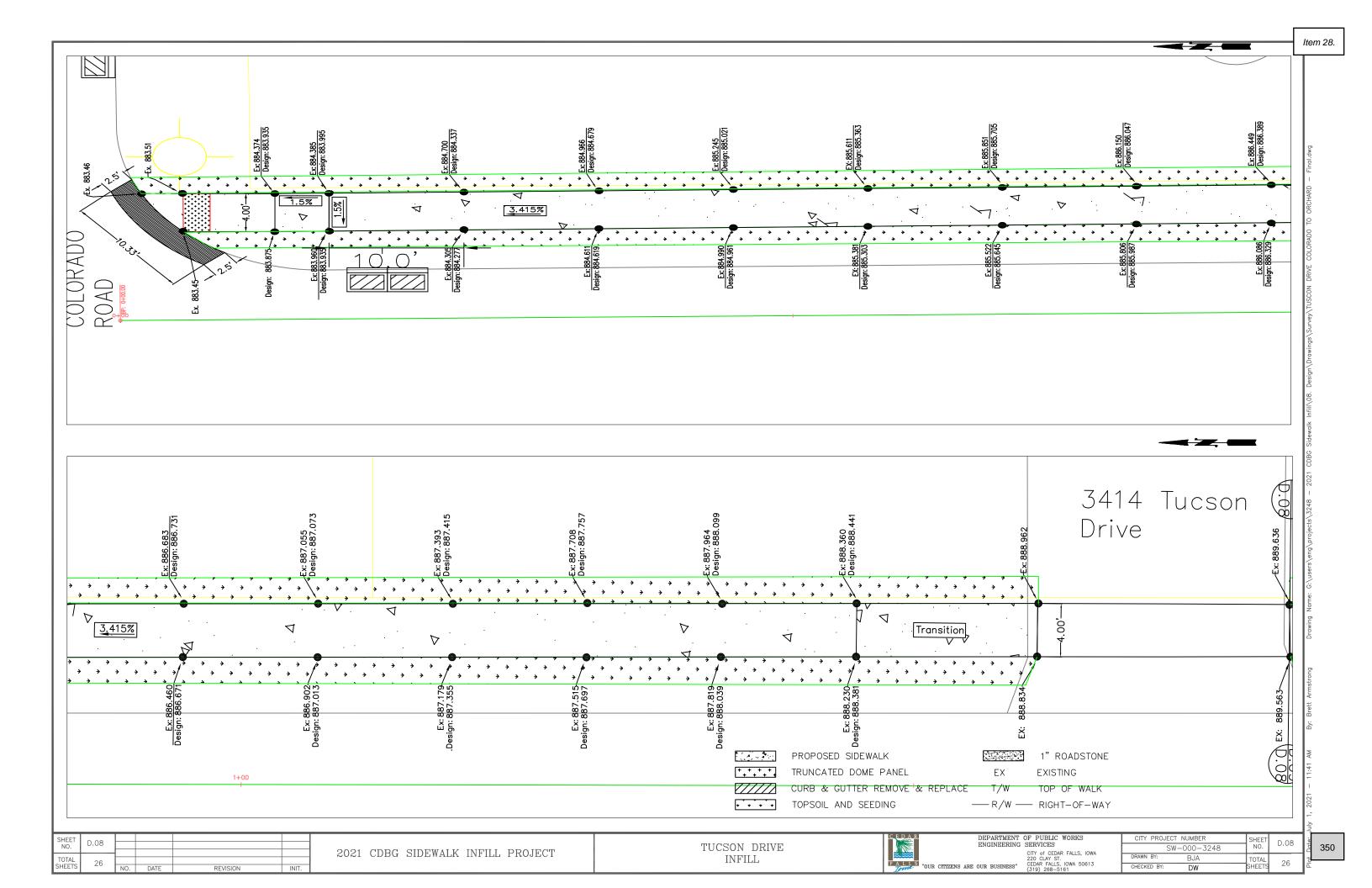
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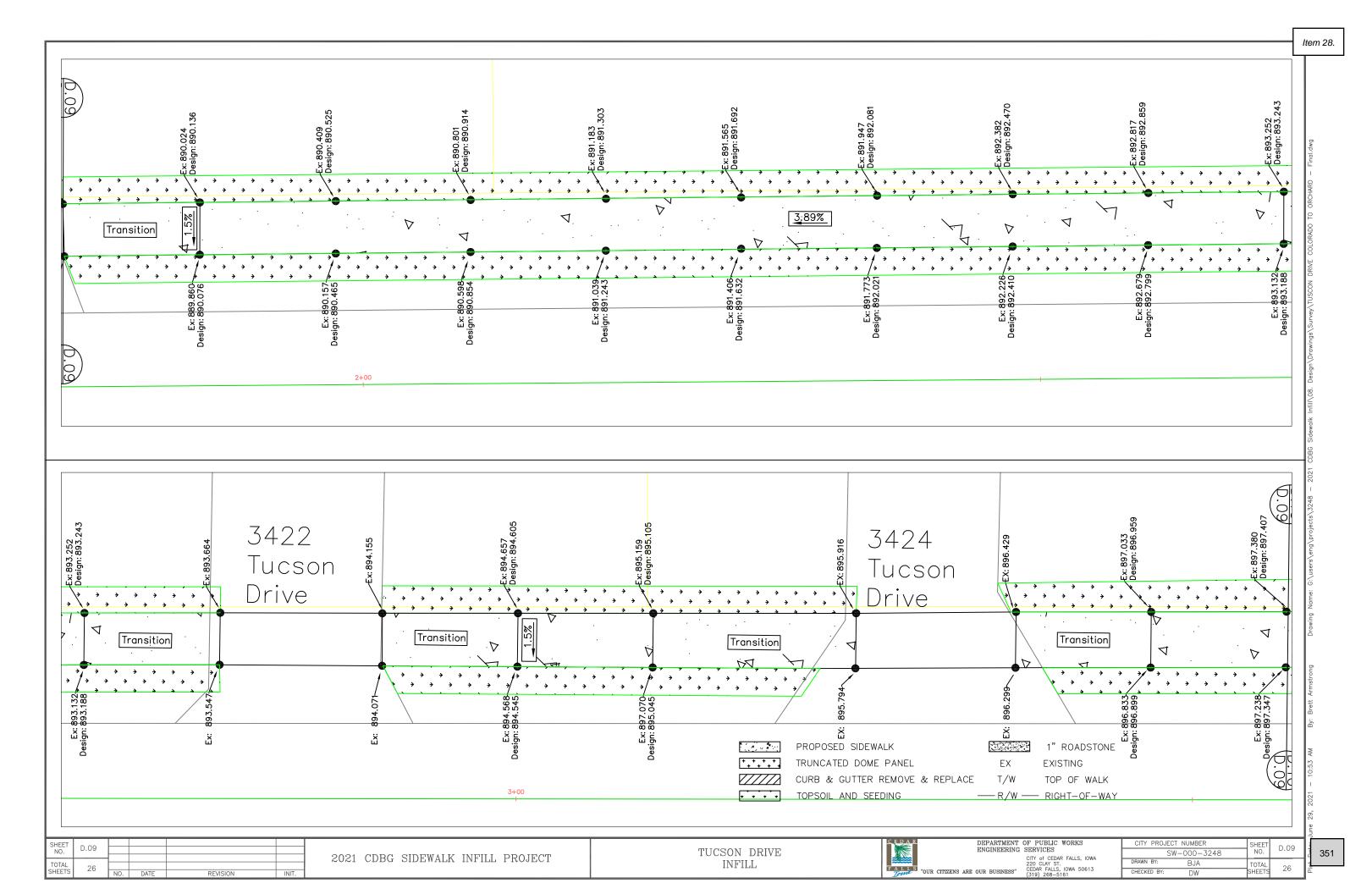
|               | PROPOSED SIDEWALK              |         | 1" ROADSTONE |
|---------------|--------------------------------|---------|--------------|
| + + + + + + + | TRUNCATED DOME PANEL           | EX      | EXISTING     |
|               | CURB & GUTTER REMOVE & REPLACE | T/W     | TOP OF WALK  |
| + + + +       | TOPSOIL AND SEEDING            | — R/W — | RIGHT-OF-WAY |

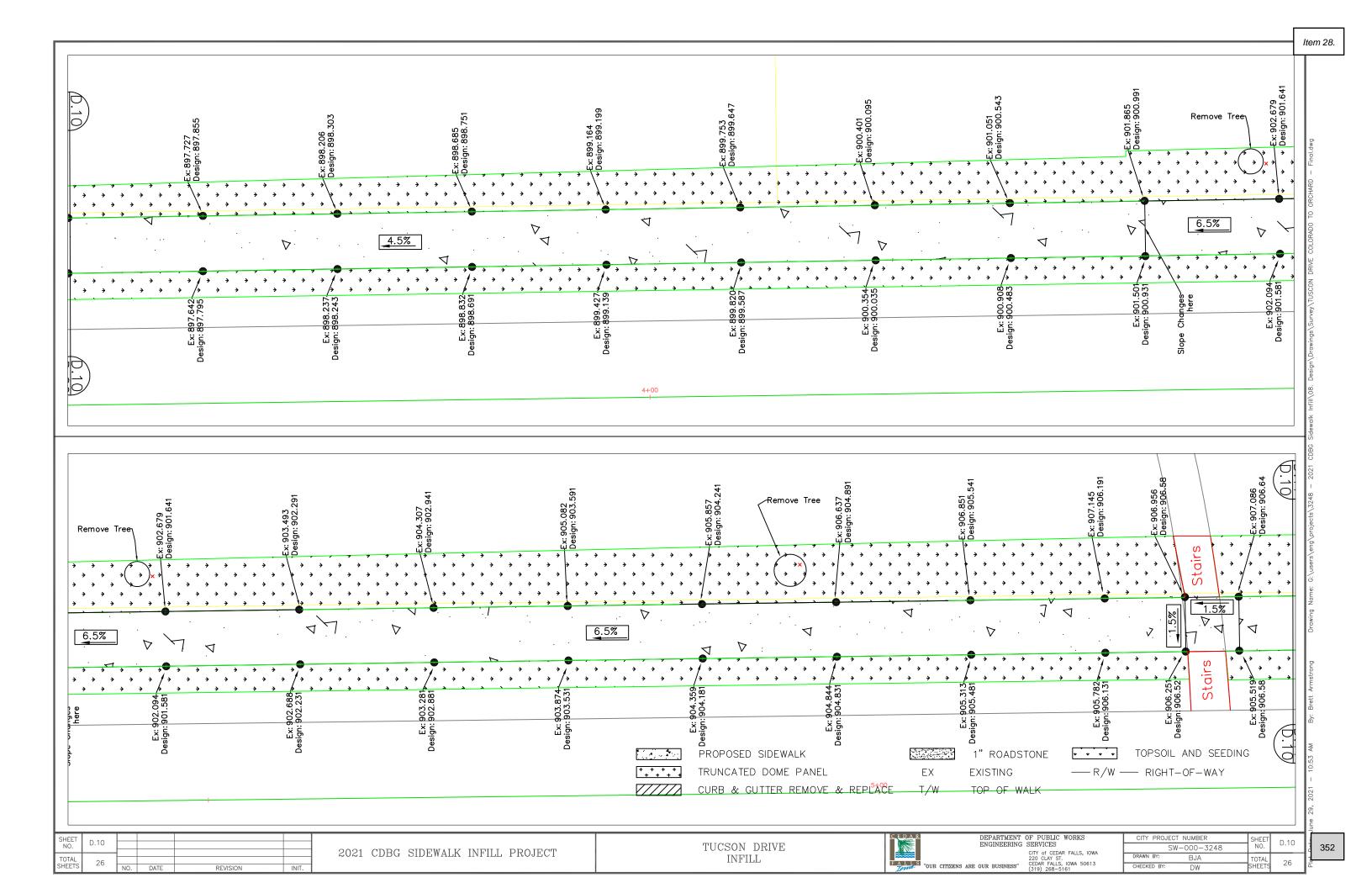
2021 CDBG SIDEWALK INFILL PROJECT

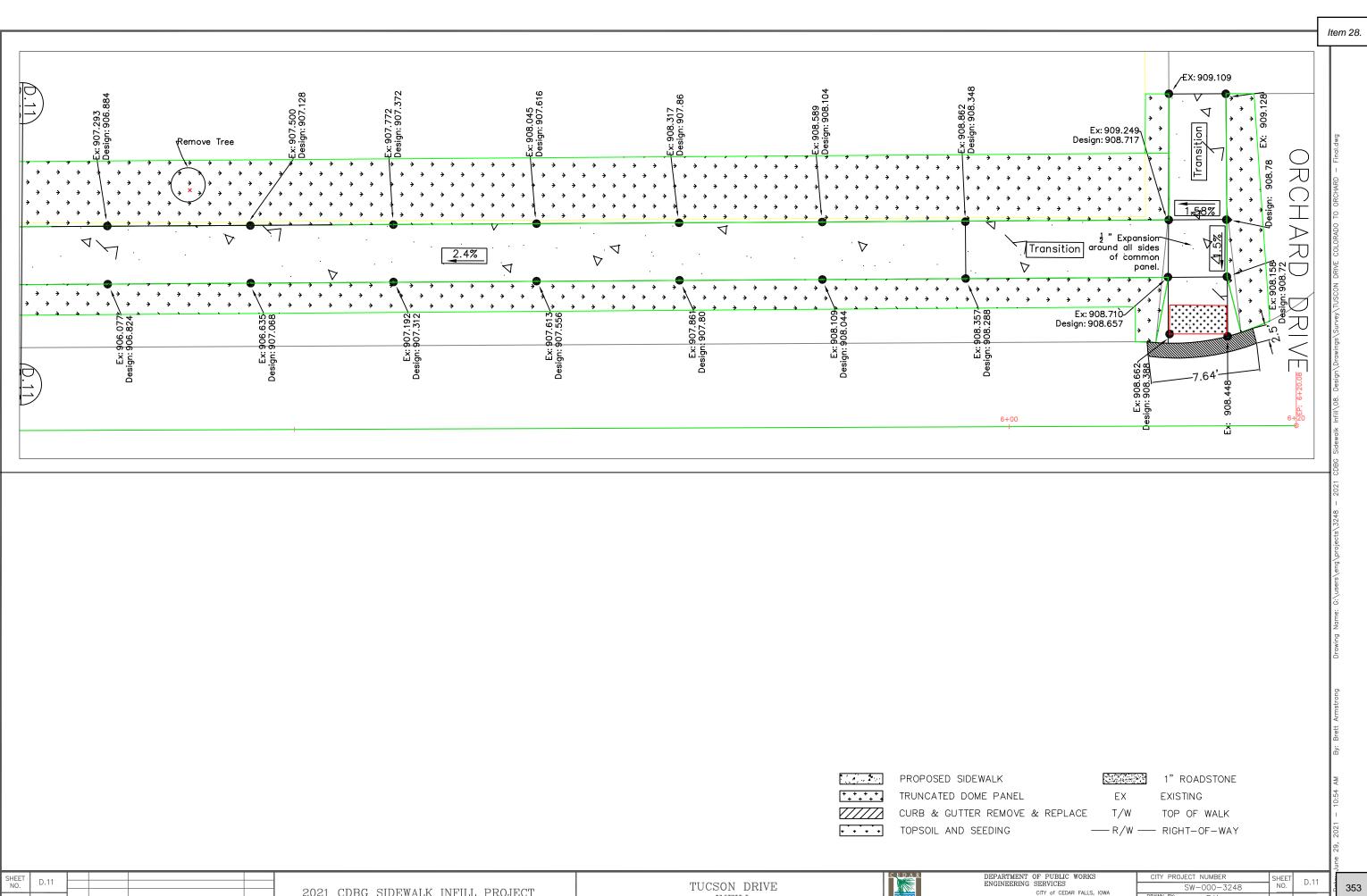
TUCSON DRIVE INFILL DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY 5T.
CEDAR FALLS, IOWA 50613
(319) 268-5161

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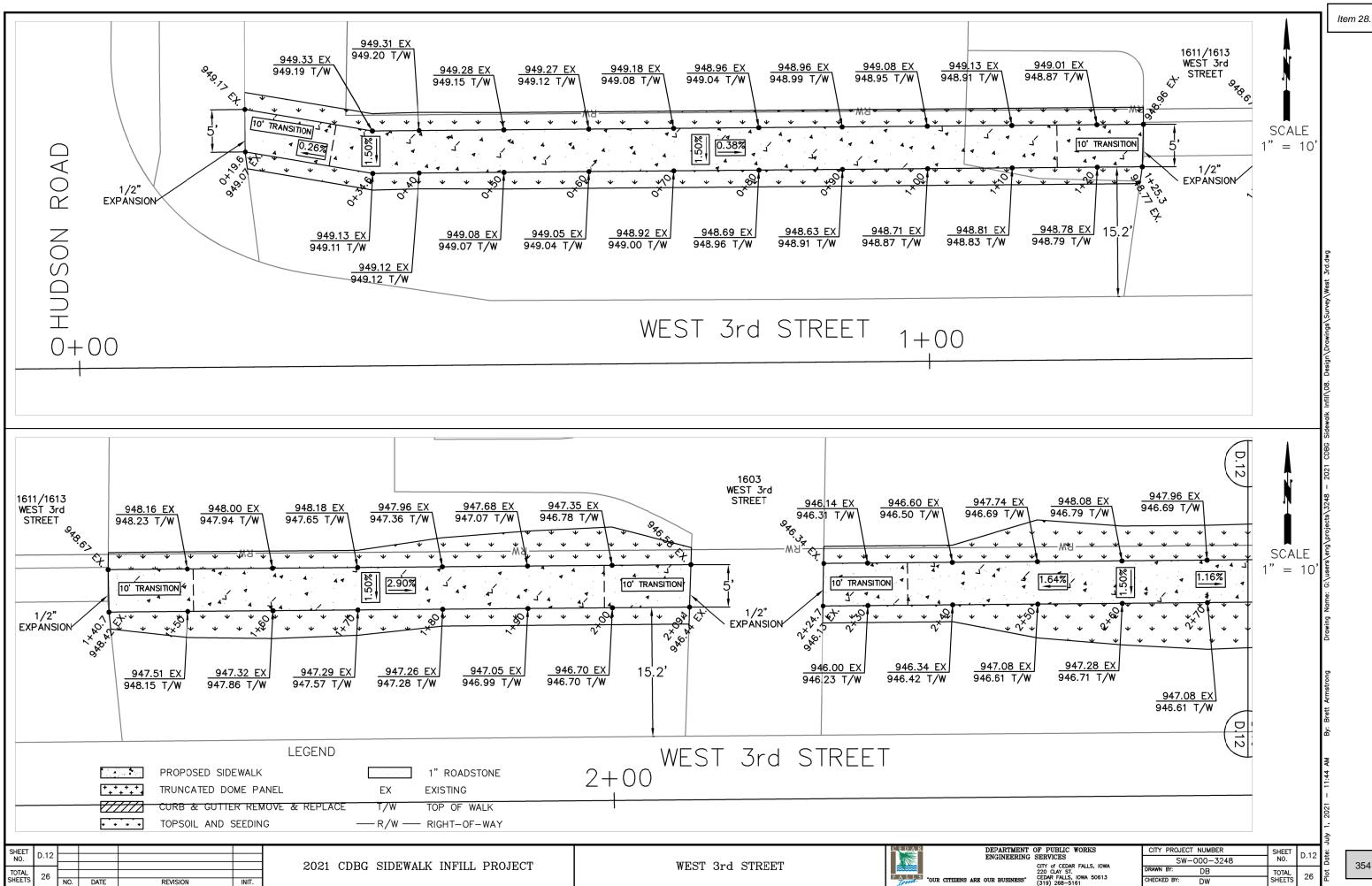


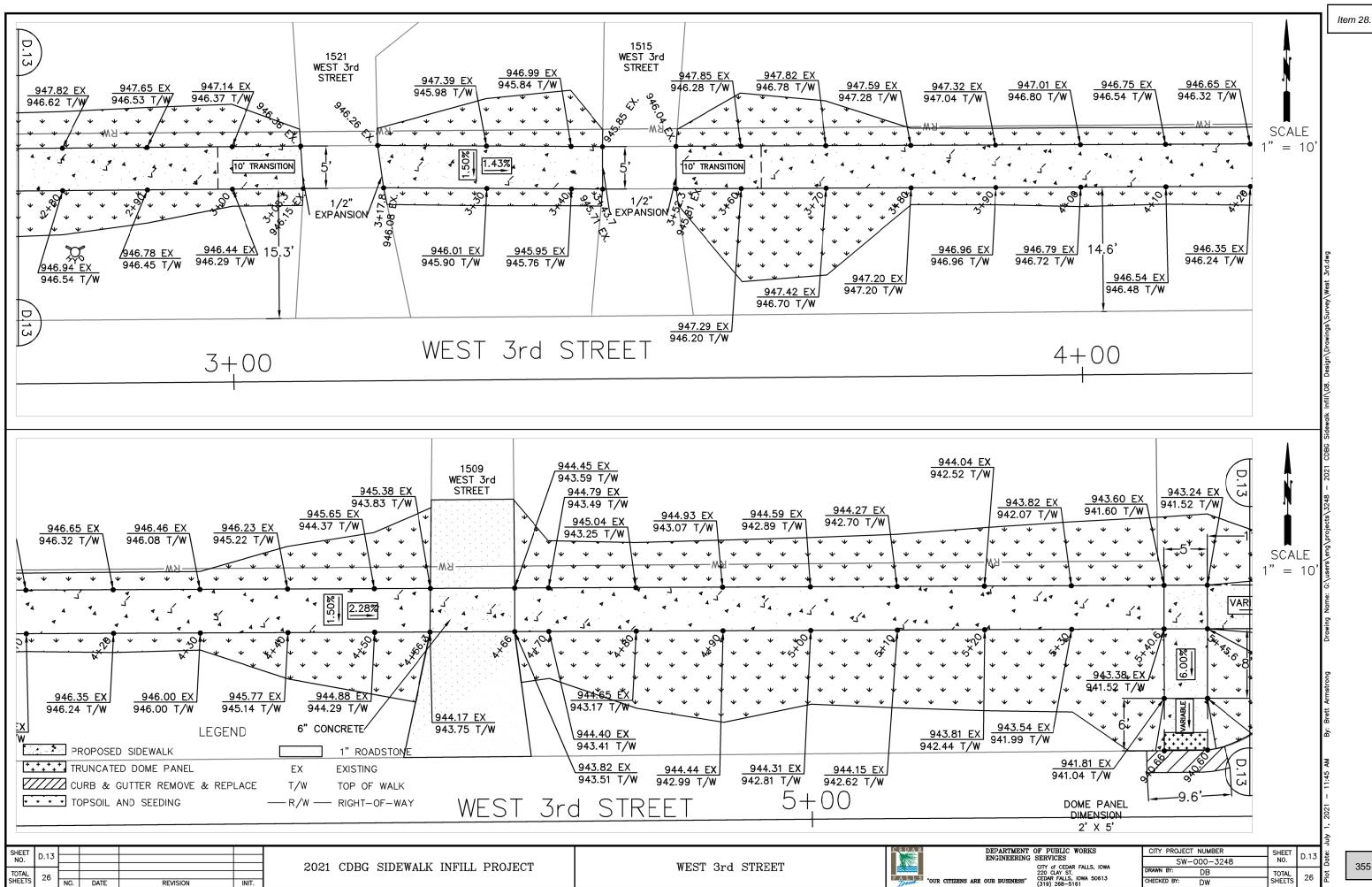


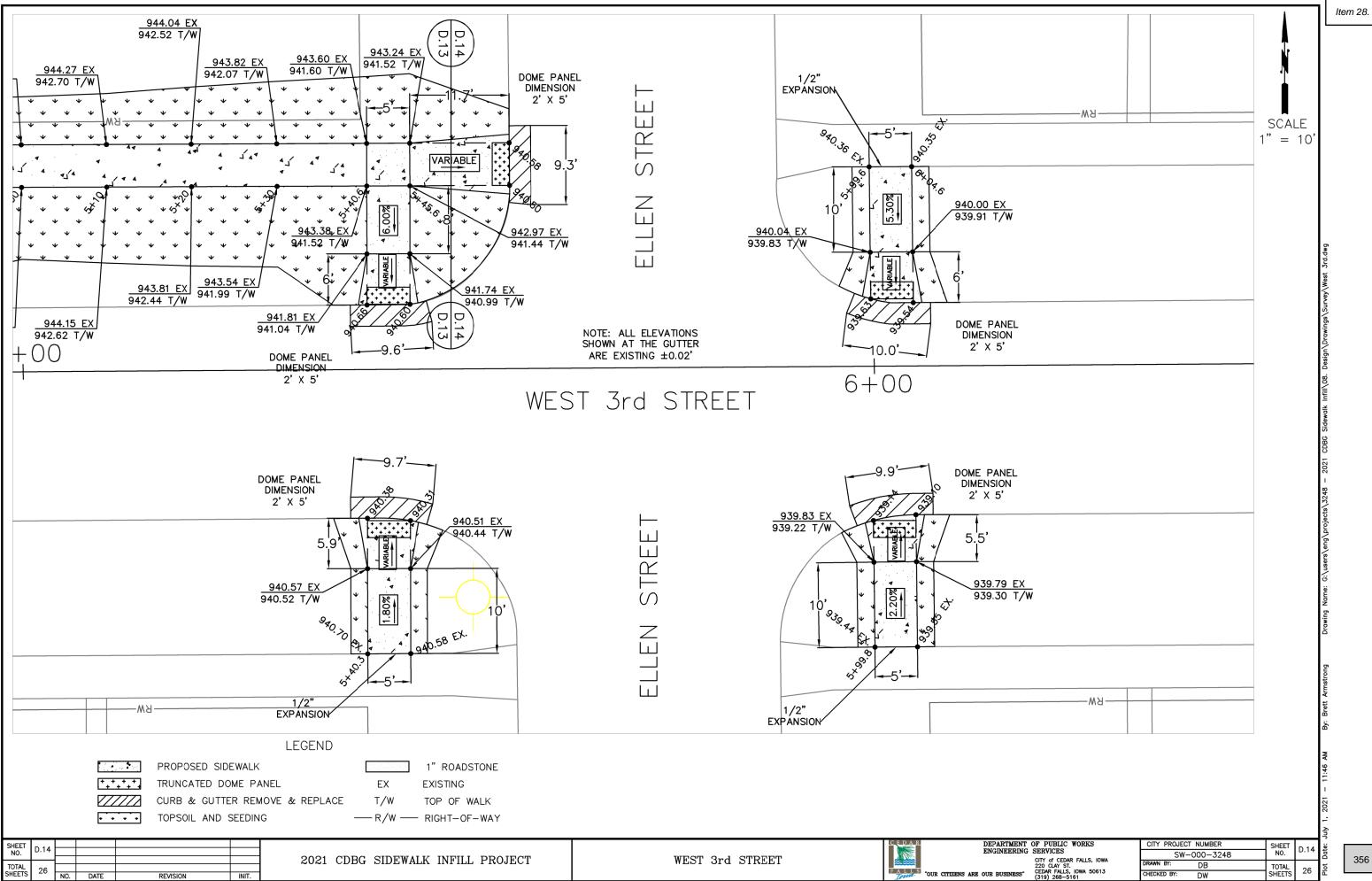




DRAWN BY CEDAR FALLS, IOWA 50613 (319) 268-5161 FALLS CHECKED BY: "OUR CITIZENS ARE OUR BUSINESS"

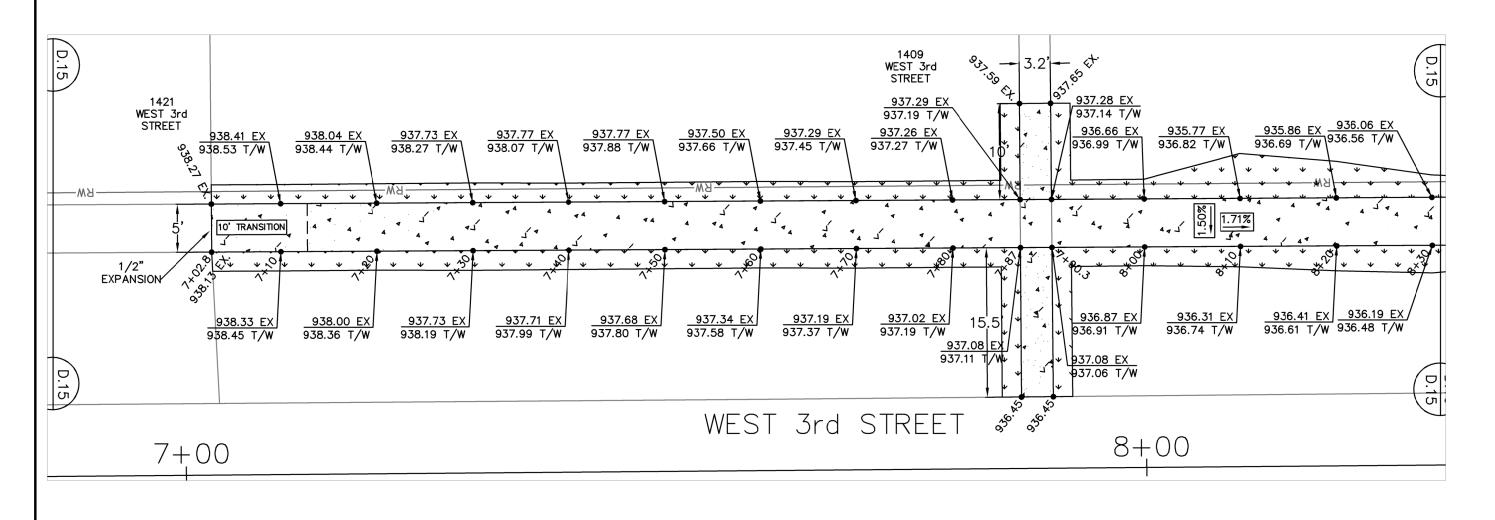












LEGEND

PROPOSED SIDEWALK

1" ROADSTONE

TRUNCATED DOME PANEL

EX EXISTING

CURB & GUTTER REMOVE & REPLACE

TOPSOIL AND SEEDING

1" ROADSTONE

TOP OF WALK

REPLACE

T/W

RIGHT-OF-WAY

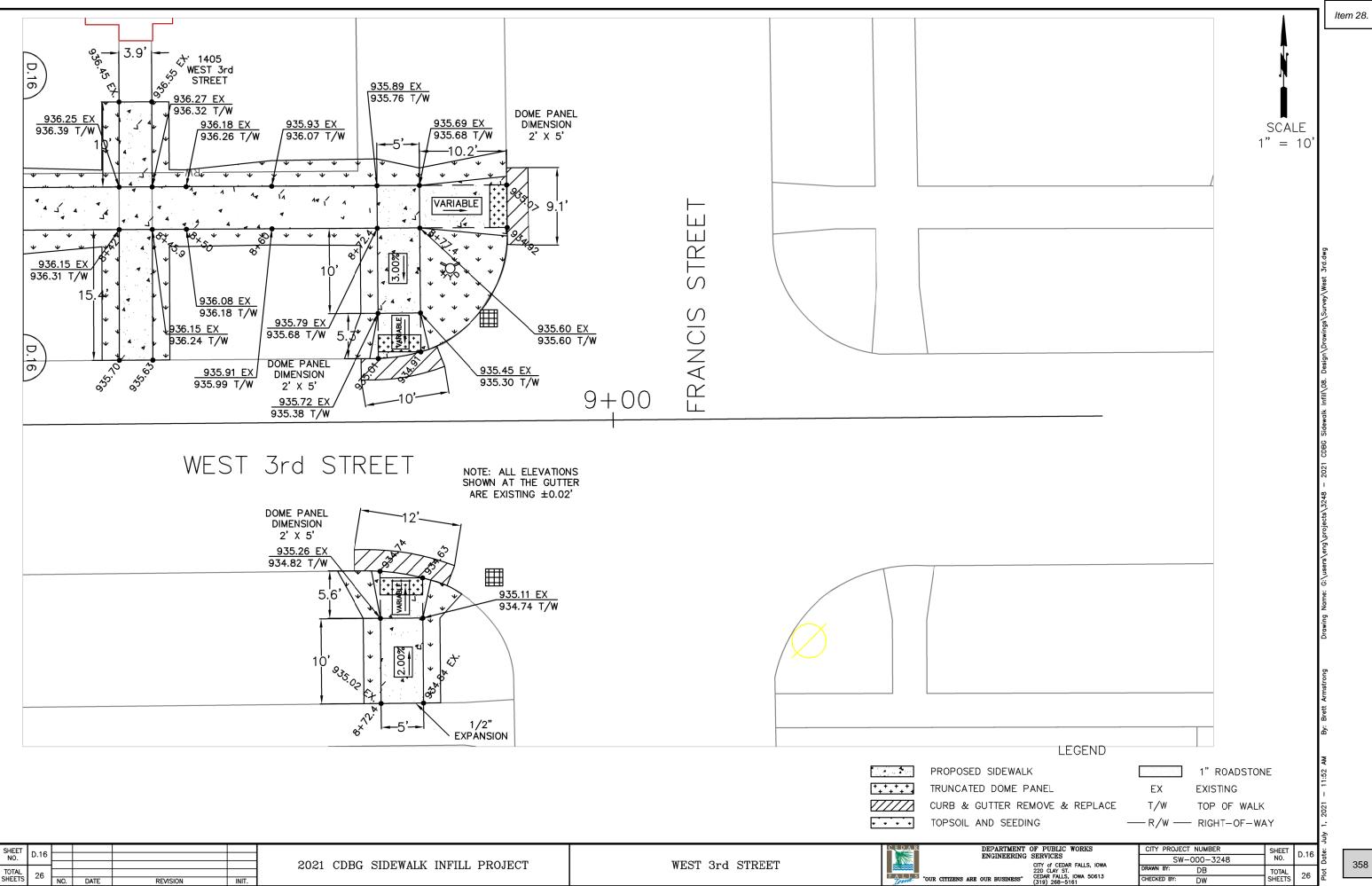
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| NO.    | D.15 |     |      |          |      |                                    |
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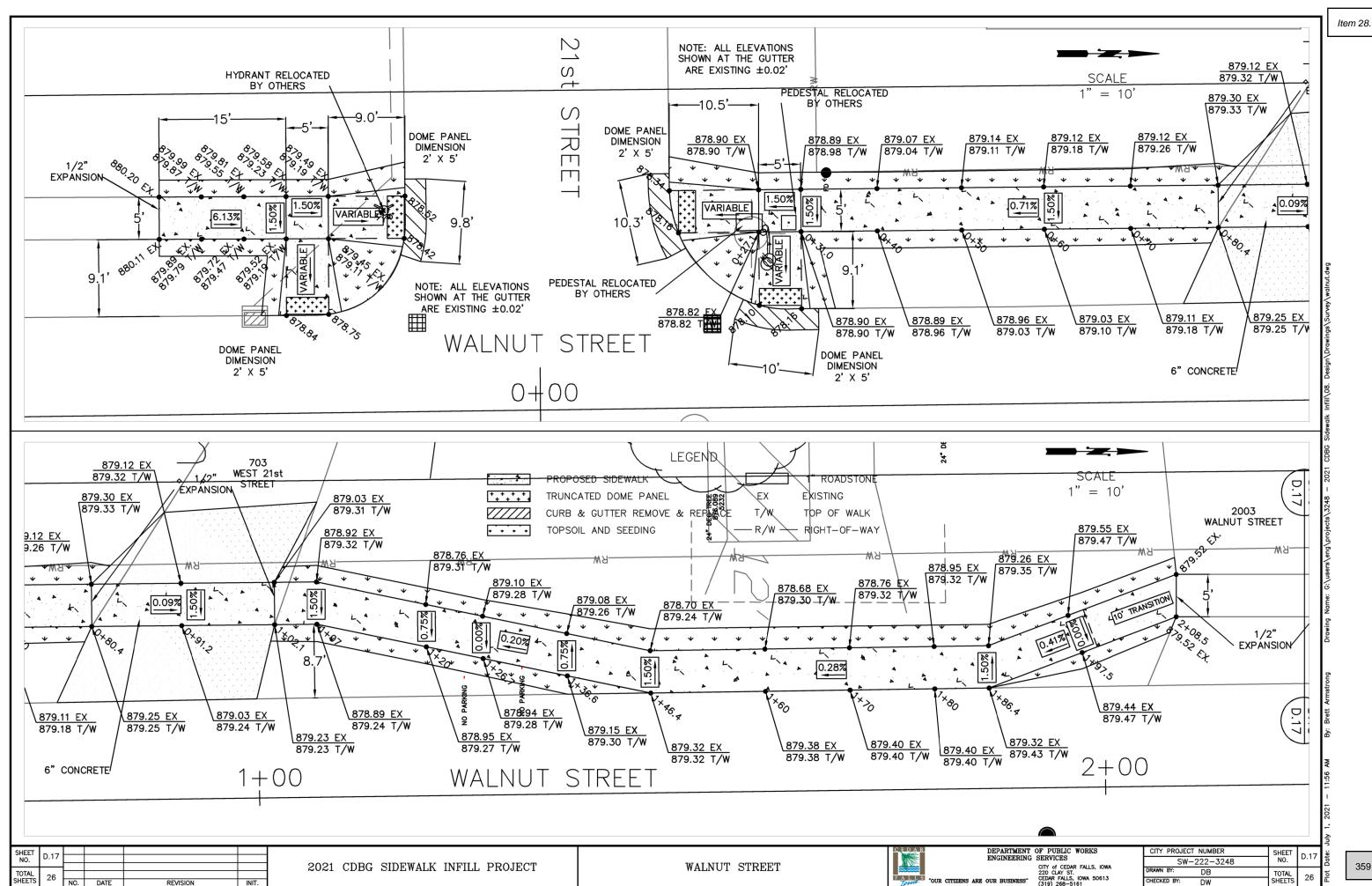


WEST 3rd STREET

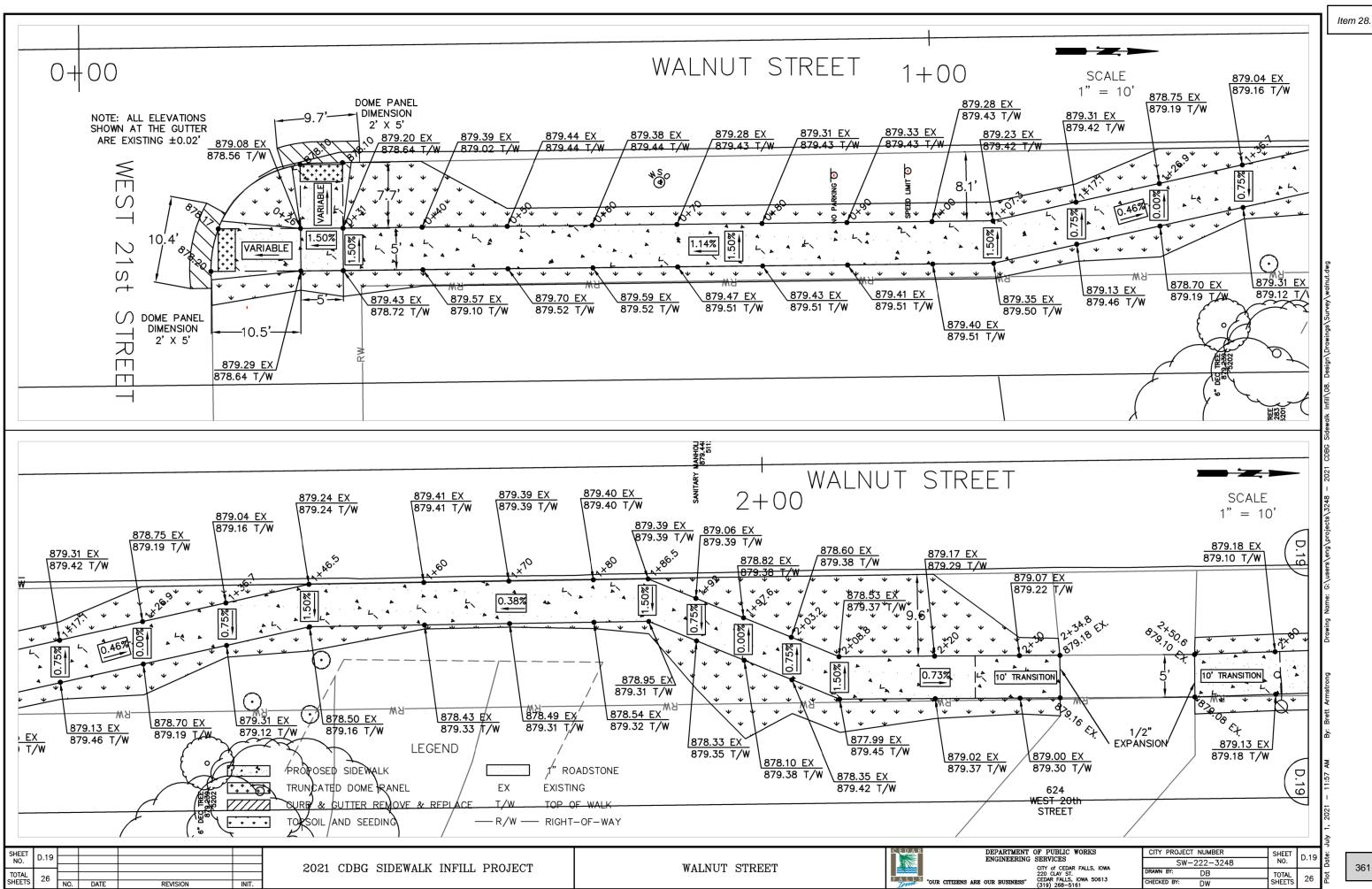
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

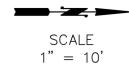




Item 28. SCALE 1" = 10' 879.16 EX 879.06 T/W 879.36 EX 879.19 T/W 879.36 EX 879.32 T/W 879.49 EX 879.36 T/W D.18 879.63 EX 879.40 T/W 879.55 EX 879.44 T/W 10' TRANSITION 10' TRANSITION 8.80 EH. 1/2° EXPANSION 87.0 7.8' 0 879.06 EX 878.98 T/W 879.14 EX 879.11 T/W \<u>879.24 EX</u> 879.35 EX \<u>879.32 ≩</u>X \_879.36 ₹ /W 879.45 EX 879.24 T/W 879.28 T/W 879.32 T/W WALNUT STREET 3+00LEGEND 1" ROADSTONE PROPOSED SIDEWALK TRUNCATED DOME PANEL **EXISTING** CURB & GUTTER REMOVE & REPLACE T/W TOP OF WALK TOPSOIL AND SEEDING DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 228-5161 CITY PROJECT NUMBER SHEET NO. TOTAL SHEETS SW-222-3248 2021 CDBG SIDEWALK INFILL PROJECT WALNUT STREET TOTAL SHEETS 26 CHECKED BY:



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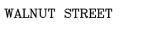


#### LEGEND

| 1.0×3×      | PROPOSED SIDEWALK              |         | 1" ROADSTONE |
|-------------|--------------------------------|---------|--------------|
| + + + + + + | TRUNCATED DOME PANEL           | EX      | EXISTING     |
|             | CURB & GUTTER REMOVE & REPLACE | T/W     | TOP OF WALK  |
| * * * *     | TOPSOIL AND SEEDING -          | — R/W — | RIGHT-OF-WAY |

| SHEET<br>NO.    | D.20 |     |      |          |       |
|-----------------|------|-----|------|----------|-------|
| TOTAL<br>SHEETS | 26   | NO. | DATE | REVISION | INIT. |

2021 CDBG SIDEWALK INFILL PROJECT



| CITY PROJECT | NUMBER    |   | SHEET  | D.20 |
|--------------|-----------|---|--------|------|
| SW-          | -222-3248 |   | NO.    | 0.20 |
| DRAWN BY:    | DB        |   | TOTAL  | 26   |
| CHECKED BY:  | DW        | , | SHEETS | 20   |



#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

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

FROM: Brett Armstrong, Civil Engineer I

**DATE:** July 1, 2021

**SUBJECT:** 2021 Sidewalk Infill and Repair Project

Project No. SW-000-3266 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 CDBG Sidewalk Infill Project.

We recommend setting Monday, July 19<sup>th</sup>, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday. July 27<sup>th</sup>, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 7, 2021. The Plans and Specifications will be ready for distribution to contractors on July 7, 2021 allowing more than two (2) weeks of review before contract letting.

This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalk pedestrian ramps and pedestrian trail improvements according to the plans and these specifications.

The total estimated cost for the construction of this project is \$190,958.10. The project will be fully funded by the General Obligation funding source.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

# 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT CITY PROJECT NO. RC - 000 - 3266 PRELIMINARY ESTIMATE OF COSTS AND QUANTITIES February 25, 2021

| ITEM |                                              |      | UNIT       |          | TOTAL       |
|------|----------------------------------------------|------|------------|----------|-------------|
| NO.  | DESCRIPTION                                  | UNIT | PRICE      | QUANTITY | COST        |
|      |                                              |      |            |          |             |
| 1    | REMOVAL OF SIDEWALK                          | S.Y. | \$6.00     | 398.8    | \$2,392.80  |
| 2    | REMOVAL OF CURB & GUTTER, 2.0' WIDE (L.F.)   | L.F. | \$20.00    | 55.0     | \$1,100.00  |
| 3    | REMOVAL OF DRIVEWAY (S.Y.)                   | S.Y. | \$20.00    | 43.0     | \$860.00    |
| 4    | SIDEWALK, PCC, 4" (S.Y.)                     | S.Y. | \$50.00    | 1385.0   | \$69,250.00 |
| 5    | SIDEWALK RAMP, PCC, 6" (S.Y.)                | S.Y. | \$60.00    | 217.8    | \$13,068.00 |
| 6    | DETECTABLE WARNING (S.F.)                    | S.F. | \$50.00    | 316.0    | \$15,800.00 |
| 7    | CURB & GUTTER, 2.0' WIDE (L.F.)              | L.F. | \$40.00    | 55.0     | \$2,200.00  |
| 8    | DRIVEWAY, PCC, 6" (S.Y.)                     | S.Y. | \$50.00    | 43.0     | \$2,150.00  |
| 9    | EXCAVATION, CLASS 10 (C.Y.)                  | C.Y. | \$27.00    | 265.90   | \$7,179.30  |
| 10   | TOPSOIL, FURNISH & SPREAD (C.Y.)             | C.Y. | \$75.00    | 358.80   | \$26,910.00 |
| 11   | HYDRAULIC SEEDING, FERTILZER, & MULCH (S.F.) | S.F. | \$1.00     | 19348.0  | \$19,348.00 |
| 12   | INTAKE SEDIMENT FILTER (L.F.)                | L.F. | \$175.00   | 84.0     | \$14,700.00 |
| 13   | REMOVAL OF EXISTING SIGNAL (L.S.)            | L.S. | \$5,000.00 | 1.0      | \$5,000.00  |
| 14   | RRFB PEDESTRIAN SYSTEM (L.S.)                | L.S. | \$5,000.00 | 1.0      | \$5,000.00  |
| 15   | UNSUITABLE MATERIAL (C.Y.)                   | C.Y. | \$20.00    | 50.00    | \$1,000.00  |
| 16   | TRAFFIC CONTROL (L.S.)                       | L.S. | \$5,000.00 | 1.00     | \$5,000.00  |

**TOTAL PROJECT ESTIMATE** 

\$190,958.10

# PROJECT SPECIFICATIONS FOR 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT

### Project SW-000-3266 Cedar Falls, Iowa

| ENGINEER'S CERTIFICATION                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa. |
| David A. Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022                                                                                                            |
| Pages or sheets covered by this seal: 1 thru 26.                                                                                                                                                    |
|                                                                                                                                                                                                     |

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#### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at: <a href="https://www.cedarfalls.com/designstandards">www.cedarfalls.com/designstandards</a>

#### **DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

26

# NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2021 PUBLIC SIDEWALK AND PEDESTRIAN TRAIL IMPROVEMENT PROJECT, in said City at 7:00 p.m. on the 19<sup>th</sup> day of July, 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract and estimated total cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or the estimated total cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

| City of Cedar Falls, Iowa |  |
|---------------------------|--|
| Ву:                       |  |
| Jacqueline Danielsen, MMC |  |
| City Clerk                |  |
| 4                         |  |

# NOTICE TO BIDDERS 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT IN THE CITY OF CEDAR FALLS, IOWA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 23<sup>rd</sup> day of July, 2021.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 23<sup>rd</sup> day of July, 2021 in the City Council Chambers at City Hall, 220 Clay Street Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 2<sup>nd</sup> day of August, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within fifty(50) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Wednesday, July 7<sup>th</sup>, 2021 at no cost by clicking on the "Bid Opportunities" link at <a href="www.cedarfalls.com">www.cedarfalls.com</a> and choosing the **2020 Public Sidewalk Repair and Infill** project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at <a href="www.QuestCDN.com">www.QuestCDN.com</a>.

Contact Brett Armstrong for document distribution or any questions via phone: (319) 268-5163, fax: (319) 268-5197, or email: <a href="mailto:brett.armstrong@cedarfalls.com">brett.armstrong@cedarfalls.com</a>. QuestCDN reference number 7912559.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows: Brett Armstrong Cedar Falls Engineering Department 220 Clay Street Cedar Falls, IA 50613 brett.armstrong@cedarfalls.com Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer

<u>Preference for Iowa Products and Labor</u>: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with lowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalk pedestrian ramps and pedestrian trail improvements according to the plans and these specifications.

Published upon order of the City Council of Cedar Falls, Iowa.

#### **DIVISION I – Instruction to Bidders**

The work comprising the 2020 Public Sidewalk Repair and Infill Project shall be constructed in accordance with the 2020 Edition of the SUDAS and as further modified be the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

#### 01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2020 Public Sidewalk Repair and Infill Project

Project No. SW-000-3181

#### 02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in

lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

#### 03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications and proposal forms may be obtained from the office of the City Engineer .Plans specifications and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

#### 04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

#### 05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be

submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, lowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal for: 2021 Public Sidewalk Repair and Infill Project

Project No. SW-000-3266

# FORM OF PROPOSAL 2020 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT PROJECT NO. SW-000-3266 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_\_\_\_\_have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

| Item<br>No. | Description                                               | Item Quantity and Units | Unit Price | Amount |
|-------------|-----------------------------------------------------------|-------------------------|------------|--------|
| 1           | Remove Sidewalk,<br>P.C.C.                                | 398.8 S.Y.              |            |        |
| 2           | Removal of Curb & Gutter, 2.0 Ft. Wide.                   | 55.0 L.F.               |            |        |
| 3           | Remove Driveway P.C.C.                                    | 43.0 S.Y.               |            |        |
| 4           | Place Sidewalk,P.C.C., Class "C",<br>4-Inch               | 1385.0 S.Y.             |            |        |
| 5           | Place Sidewalk/Pedestrian Ramp, P.C.C., Class "C", 6-inch | 217.8 S.Y.              |            |        |

|    | Description                                           | Item Quantity | Unit Price | Amount |
|----|-------------------------------------------------------|---------------|------------|--------|
|    | Description                                           | and Units     |            |        |
| 6  | Place Detectable Warning Panels,<br>Pre-cast          | 316.0 S.F.    |            |        |
| 7  | Place Curb & Gutter, 2.0 Ft. Wide, P.C.C., Class "C"  | 55.0 L.F.     |            |        |
| 8  | Place Driveway, P.C.C., Class "C"<br>6-inch           | 43.0 S.Y.     |            |        |
| 9  | Excavation, Sidewalk                                  | 265.88 C.Y.   |            |        |
| 10 | Topsoil, Furnish and Spread                           | 358.83 C.Y.   |            |        |
| 11 | Seeding, Fertilizing, and Mulching                    | 19,348.0 S.F. |            |        |
| 12 | Intake Sediment Filter                                | 84.0 L.F.     |            |        |
| 13 | Removal of Existing Signal System                     | 1.0 L.S.      |            |        |
| 14 | Rectangular Rapid Flashing Beacon (RRFB) Installation | 1.0 L.S.      |            |        |
| 15 | Unstable Material, Over Excavation                    | 50.0 C.Y.     |            |        |
| 16 | Traffic Control                                       | 1.0 L.S.      |            |        |
|    |                                                       | Total Bid     |            |        |

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

| Bid   | Security                 | in      | the   | sum     | of _    |                 |                |           |       | in the        | form     | of |
|-------|--------------------------|---------|-------|---------|---------|-----------------|----------------|-----------|-------|---------------|----------|----|
|       |                          |         |       |         |         |                 |                |           |       | accordance    | with th  | ne |
| Inst  | ructions to              | Bid     | ders. |         |         |                 |                |           |       |               |          |    |
| The   | bidder is                | prep    | ared  | to sub  | mit a f | inancial an     | d experience   | stateme   | nt up | on request.   |          |    |
| The   | bidder ha                | s red   | ceive | d the f | ollowir | ng Addendu      | ım or Adden    | da:       |       |               |          |    |
| Add   | endum No                 | ).      |       |         |         | Date            |                |           |       |               |          |    |
| The   | bidder ha                | s fille | ed in | all bla | nks on  | —<br>this Propo | sal.           |           |       |               |          |    |
|       | e: The Per<br>ne of bidd | •       | for m | naking  | false   | statements      | in offers is p | rescribed | in 1  | 8 U.S.A., Sec | tion 100 | 1. |
|       |                          |         |       |         |         |                 | Ву             |           |       |               |          |    |
| Offic | cial Addre               | <br>SS  |       |         |         |                 | Title          |           |       |               |          |    |

#### **BID BOND**

|                         | W ALL MEN BY THESE PRESENTS, that we                                                                                                                                                                                                                                                                                                                                               |                                 |                  |  |  |  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------|--|--|--|
| penal<br>State<br>succe | , as Principal, and, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the benal sum of                                                                                                                                                                                                                         |                                 |                  |  |  |  |
| NOW                     | THEREFORE,                                                                                                                                                                                                                                                                                                                                                                         |                                 |                  |  |  |  |
| (a)                     | If said Bid shall be rejected, or in the altern                                                                                                                                                                                                                                                                                                                                    | nate,                           |                  |  |  |  |
| (b)                     | If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and sha 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 be the acceptance of said Bid, |                                 |                  |  |  |  |
| agree                   | this obligation shall be void, otherwise the sared that the liability of the Surety for any and all dation as herein stated.                                                                                                                                                                                                                                                       |                                 |                  |  |  |  |
| susta                   | tue of statutory authority, the full amount of thi ined in the event that the Principal fails to fications or by law.                                                                                                                                                                                                                                                              |                                 |                  |  |  |  |
| no wa                   | Surety, for value received, hereby stipulates an<br>ay impaired or affected by any extension of the<br>act; and said Surety does hereby waive notice                                                                                                                                                                                                                               | time within which the Oblige    |                  |  |  |  |
| are co                  | ITNESS WHEREOF, the Principal and the Su<br>prporations, have caused their corporate seals<br>rs this day of                                                                                                                                                                                                                                                                       | s to be hereto affixed and thes |                  |  |  |  |
|                         |                                                                                                                                                                                                                                                                                                                                                                                    | Principal                       | (Seal)           |  |  |  |
|                         |                                                                                                                                                                                                                                                                                                                                                                                    | Ву                              | (Title)          |  |  |  |
| Witne                   | ess                                                                                                                                                                                                                                                                                                                                                                                | Surety                          | (Seal)           |  |  |  |
|                         |                                                                                                                                                                                                                                                                                                                                                                                    | Ву                              |                  |  |  |  |
| Witne                   | ess                                                                                                                                                                                                                                                                                                                                                                                |                                 | Attorney-in-fact |  |  |  |

#### **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER** PROJECT NO. SW-000-3181

| STAT                                                        | E OF                                                                                                                                                                                                                                                                                       |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| COUN                                                        | NTY OF                                                                                                                                                                                                                                                                                     | SS<br>-                                                                                                                | S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|                                                             |                                                                                                                                                                                                                                                                                            | , being t                                                                                                              | first duly sworn, deposes and says that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |  |
| (1)                                                         | We are                                                                                                                                                                                                                                                                                     |                                                                                                                        | of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
|                                                             | (owner, partne                                                                                                                                                                                                                                                                             | r, officer, re                                                                                                         | presentative, or agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
|                                                             | , th                                                                                                                                                                                                                                                                                       | ne Bidder th                                                                                                           | at has submitted the attached bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |
| (2)<br>circum                                               | We are fully informed respectir nstances respecting such bid:                                                                                                                                                                                                                              | ng the prepa                                                                                                           | aration and contents of the attached bid and of all pertinent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |
| (3)                                                         | Such bid is genuine and is not a                                                                                                                                                                                                                                                           | a collusive                                                                                                            | or sham bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| indirect for wh in any other overhor consp person (5) consp | s in interest, including this affiant ctly, with any other Bidder, firm or pich the attached bid has been submanner, directly or indirectly, sou Bidder, firm or person to fix the pead, profit or cost element of the iracy, connivance, or unlawful agon interested in the proposed Cont | t, has in an person to so mitted or to ght by agreorice or price bid price greement arract; and the attached eement on | rs, partners, owners, agents, representatives, employees or y way colluded, conspired, connived or agreed, directly or ubmit a collusive or sham bid in connection with the Contract refrain from bidding in connection with such Contract, or has ement or collusion or communication or conference with any ses in the attached bid or of any other Bidder, or, to fix any of any other Bidder, or to secure through any collusion, my advantage against the City of Cedar Falls, Iowa, or any dibid are fair and proper and are not tainted by a collusion, the part of the Bidder or any of its agents, representatives, this affiant. |  |  |  |
|                                                             |                                                                                                                                                                                                                                                                                            |                                                                                                                        | Signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |
|                                                             |                                                                                                                                                                                                                                                                                            |                                                                                                                        | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |
|                                                             |                                                                                                                                                                                                                                                                                            |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| Subsc                                                       | cribed and sworn to before me                                                                                                                                                                                                                                                              |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| this                                                        | day of                                                                                                                                                                                                                                                                                     | _, 20                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |
| Title                                                       |                                                                                                                                                                                                                                                                                            |                                                                                                                        | _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| My Co                                                       | ommission expires                                                                                                                                                                                                                                                                          |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |

#### **Bidder Status Form**

| To be comple                                                                                                                                                        | ted by all bidders                                                                                 |                                                                             | Part A         |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------|--|--|--|--|--|--|
| Please answer "Y                                                                                                                                                    | es" or "No" for each of the following:                                                             |                                                                             |                |  |  |  |  |  |  |
| Yes No My company is authorized to transact business in lowa.  (To help you determine if your company is authorized, please review the worksheet on the next page). |                                                                                                    |                                                                             |                |  |  |  |  |  |  |
| Yes No                                                                                                                                                              |                                                                                                    |                                                                             |                |  |  |  |  |  |  |
| Yes No                                                                                                                                                              | My company's office in lowa is suitable for more than receiving mail, telephone calls, and e-mail. |                                                                             |                |  |  |  |  |  |  |
| Yes No                                                                                                                                                              | My company has been conducting business<br>bids on this project.                                   | in lowa for at least 3 years prior to the first reques                      | t for          |  |  |  |  |  |  |
| Yes No                                                                                                                                                              | My company is not a subsidiary of another b<br>business entity that would qualify as a reside      | usiness entity or my company is a subsidiary of an<br>ent bidder in lowa.   | other          |  |  |  |  |  |  |
|                                                                                                                                                                     | If you answered "Yes" for each question abo<br>complete Parts B and D of this form.                | ve, your company qualifies as a resident bidder. F                          | lease          |  |  |  |  |  |  |
|                                                                                                                                                                     | If you answered "No" to one or more question complete Parts C and D of this form.                  | ns above, your company is a nonresident bidder.                             | Please         |  |  |  |  |  |  |
| To be comple                                                                                                                                                        | ted by resident bidders                                                                            |                                                                             | Part B         |  |  |  |  |  |  |
| My company has                                                                                                                                                      | maintained offices in lowa during the past 3 ye                                                    | ears at the following addresses:                                            |                |  |  |  |  |  |  |
| Dates:/                                                                                                                                                             | /to//                                                                                              | Address:                                                                    |                |  |  |  |  |  |  |
|                                                                                                                                                                     |                                                                                                    | City, State, Zip:                                                           |                |  |  |  |  |  |  |
| Dates:/                                                                                                                                                             | /to//                                                                                              | Address:                                                                    |                |  |  |  |  |  |  |
|                                                                                                                                                                     |                                                                                                    | City, State, Zip:                                                           |                |  |  |  |  |  |  |
| Dates:/                                                                                                                                                             | /to//                                                                                              | Address:                                                                    |                |  |  |  |  |  |  |
| You may attach a                                                                                                                                                    | dditional sheet(s) if needed.                                                                      | City, State, Zip:                                                           |                |  |  |  |  |  |  |
| To be comple                                                                                                                                                        | ted by non-resident bidders                                                                        |                                                                             | Part C         |  |  |  |  |  |  |
| 1. Name of hom                                                                                                                                                      | e state or foreign country reported to the lowa                                                    | Secretary of State:                                                         |                |  |  |  |  |  |  |
| 2. Does your co                                                                                                                                                     | mpany's home state or foreign country offer pr                                                     | eferences to bidders who are residents?                                     | No No          |  |  |  |  |  |  |
|                                                                                                                                                                     | ed "Yes" to question 2, identify each preference<br>ate legal citation.                            | e offered by your company's home state or foreign                           | country        |  |  |  |  |  |  |
|                                                                                                                                                                     |                                                                                                    |                                                                             |                |  |  |  |  |  |  |
|                                                                                                                                                                     |                                                                                                    | You may attach additional sheet                                             | (s) if needed. |  |  |  |  |  |  |
| To be comple                                                                                                                                                        | ted by all bidders                                                                                 |                                                                             | Part D         |  |  |  |  |  |  |
| •                                                                                                                                                                   | statements made on this document are true an accurate and truthful information may be a rea        | d complete to the best of my knowledge and I know<br>ason to reject my bid. | w that my      |  |  |  |  |  |  |
| Firm Name:                                                                                                                                                          |                                                                                                    |                                                                             |                |  |  |  |  |  |  |
| Signature:                                                                                                                                                          |                                                                                                    | Date:                                                                       |                |  |  |  |  |  |  |

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa 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 lowa. Yes No My business is currently registered as a contractor with the lowa 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 lowa for lowa income tax purposes. Yes No My business is an active corporation with the lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. My business is a limited partnership or limited liability limited partnership which has filed a Yes No certificate of limited partnership in this state, and has not filed a statement of termination. My business is a limited partnership or a limited liability limited partnership whose certificate of ☐ Yes ☐ No limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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.

309-6001 02-14

has not been revoked or canceled

My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate

Yes No

#### **FORM OF CONTRACT**

| This Contrac | t entered into in quad | <u>druplicate</u> at Cedar Falls, Iowa, this o | day of |
|--------------|------------------------|------------------------------------------------|--------|
| , 2020,      | by and between the (   | City of Cedar Falls, Iowa, hereinafter calle   | ed the |
| Owner, and   | of                     | , hereinafter called the Contra                | actor. |
| WITNESSETH:  |                        |                                                |        |

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT, Project No.SW-000-3266 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6<sup>th</sup> day of July, 2021, 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. SW-000-3181 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

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

|                                              | Contractor                   |
|----------------------------------------------|------------------------------|
|                                              | CITY OF CEDAR FALLS, IOWA    |
|                                              | By<br>Robert M. Green, Mayor |
| Attest: Jacqueline Danielsen, MMC City Clerk |                              |

#### **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

#### 01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred percent (100%) of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

#### 02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate their operations with those of other Contractors working within the same area of the following project:

- 1) Public Works garbage collection operations
- 2) Street Reconstruction / Restoration 2020
- 2020 Sidewalk Assessment Project

#### 03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them.

#### 04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all disposal sites. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

#### 05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty-five percent (35%) of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

#### 06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten calendar days after the date set forth in the written notice to proceed and shall be completed within fifty(50) working days of notice to proceed.

#### 07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the working days.

#### 08 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

#### 09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one hundred dollars (\$300.00) per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

#### 10 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first(1<sup>st</sup>) and third (3<sup>rd</sup>)Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material, men and laborers have been paid.

#### 11 Pollution Prevention Plan

#### 1. Project Description

This project shall consist of the installation of concrete sidewalks, and pavement utility patches This project encompasses Thirty Four (34) various locations within the city.

#### 2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

- 1. Execute Contractor's part of the pollution prevention plan as described.
- Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

#### 3. Certification Statement

#### N.P.D.E.S. CERTIFICATION PROJECT NO. SW - 000 - 3266

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

#### 12 METHOD OF MEASUREMENT

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT in accordance with the 2021 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

#### <u>Item No. 1 - Remove Sidewalk, P.C.C.</u>

The area of Sidewalk and Ramp to be removed will be computed in square yards from surface measurements of length and width.

#### <u>Item No. 2 – Removal of Curb & Gutter, 2.0 Ft., Wide</u>

The area of Curb & Gutter to be removed will be computed in lineal feet from surface measurements

#### <u>Item No. 3 – Removal of Driveway, P.C.C.</u>

The area of Driveways to be removed will be computed in square yards from surface measurements

#### Item No. 4 - Place Sidewalk, P.C.C., Class "C", 4 Inch

The area of Sidewalk to be placed will be computed in square yards from surface measurements of length and width.

#### <u>Item No. 5 – Place Sidewalk, P.C.C., Class "C", 6 Inch (Pedestrian Ramps)</u>

The area of Sidewalk and Ramps to be placed will be computed in square yards from surface measurements of length and width.

#### <u>Item Nos. 6 – Place Detectable Warning Panels, Precast</u>

The area of Detectable Warning Panel to be placed will be computed in square feet from surface measurements of length and width.

#### <u>Item No. 7 – Place Curb & Gutter, 2.0 Ft., Wide, P.C.C., Class "C", 6 Inch</u>

The area of Curb & Gutter to be placed will be computed in lineal feet from surface measurements.

#### Item No. 8 - Place Driveway, P.C.C., Class "C", 6 Inch

The area of Driveways to be placed will be computed in square yards from surface measurements.

#### <u>Item No. 9 – Excavation, Sidewalk</u>

The area of Excavation, Sidewalk will be computed in cubic yards from surface measurements of length, width and depth in feet.

#### Item No. 10 - Topsoil, Furnish and Spread

The area of Topsoil, Furnish and Spread shall be computed in cubic yards from surface measurements of length, width and depth in feet.

#### Item No. 11 - Seeding, Fertilizing, and Mulching

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

#### Item No. 12 – Intake Sediment Filter

The amount of Intake Sediment Filter, shall be computed in measurements of lineal feet.

#### Item No. 13 - Removal of Existing Signal System

Removal of Existing Signal System shall be measured on a lump sum basis.

#### <u>Item No. 14 – Rectangular Rapid Flashing Beacon (RRFB) Installation</u>

Rectangular Rapid Flashing Beacon (RRFB) Installation shall be measured on a lump sum basis.

#### Item No. 15 - Unstable Material, Over Excavation

As per Standard Specification Section 2010 1.08F

#### Item No. 16 – Traffic Control

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

#### 3 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

#### <u>Item No. 16 – Traffic Control</u>

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

#### **DIVISION 4**

#### SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2020 Public Sidewalk Repair and Infill Project in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

#### Item No. 16 - Traffic Control

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

## CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE

### 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT

PROJECT NO. SW-000-3266

PREPARED BY THE CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS CITY OF CEDAR FALLS, IOWA JULY, 2021

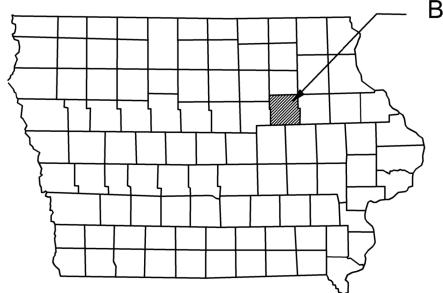
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON

|              | INDEX OF SHEETS                                                                      |  |  |  |  |
|--------------|--------------------------------------------------------------------------------------|--|--|--|--|
| SHEET NO.    | DESCRIPTION                                                                          |  |  |  |  |
| A.01<br>A.02 | TITLE SHEET LOCATION MAP                                                             |  |  |  |  |
| B.01         | TYPICAL DETAILS                                                                      |  |  |  |  |
| C.01 - C.02  | GENERAL NOTES, ESTIMATED QUANTITIES, ESTIMATE REFERENCE, REPAIR LOCATION TABULATIONS |  |  |  |  |
| D.01 - D.15  | REPAIR LOCATIONS                                                                     |  |  |  |  |
| D.16         | BLUEBELL ROAD & CONEFLOWER PARKWAY SIDEWALK INFILL                                   |  |  |  |  |
| D.17 - D.19  | HUDSON ROAD SIDEWALK INFILL                                                          |  |  |  |  |
| D.20         | ROWND STREET SIDEWALK INFILL                                                         |  |  |  |  |
| N.01         | RRFB INSTALLATION, PAINTED PAVEMENT MARKINGS                                         |  |  |  |  |

#### 2021 EDITION URBAN STANDARD SPECIFICATIONS

| NUMBER   | DATE     | IDENTIFICATION                                |
|----------|----------|-----------------------------------------------|
| 7030.201 | 10/20/15 | CLASSES OF SIDEWALK                           |
| 7030.204 | 10/20/15 | GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK    |
| 7030.205 | 10/20/15 | GENERAL SIDEWALK AND CURB RAMP DETAILS        |
| 7030.210 | 10/16/12 | DETECTABLE WARNING PLACEMENT                  |
| 7030.207 | 10/16/12 | CURB RAMPS FOR CLASS B OR C SIDEWALK          |
| 8030.101 | 10/17/17 | TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION |

BLACK HAWK CO.





1-800-292-8989 www.iowaonecall.com Know what's



TITLE SHEET

### **ENGINEER'S CERTIFICATION**



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF 10WA.

SIGNED: DAVID A. WICKE, P.E. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: A.01-A.02, B.01, C.01-C.02, D.01-D.20, N.01

#### **MAYOR** ROBERT GREEN

#### COUNCIL PERSONS

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

CHASE SCHRAGE PUBLIC WORKS DIRECTOR DAVID A. WICKE, PE CITY ENGINEER

RONALD S. GAINES, PE CITY ADMINISTRATOR

2021 PUBLIC SIDWALK REPAIR AND INFILL TOTAL PROJECT 26

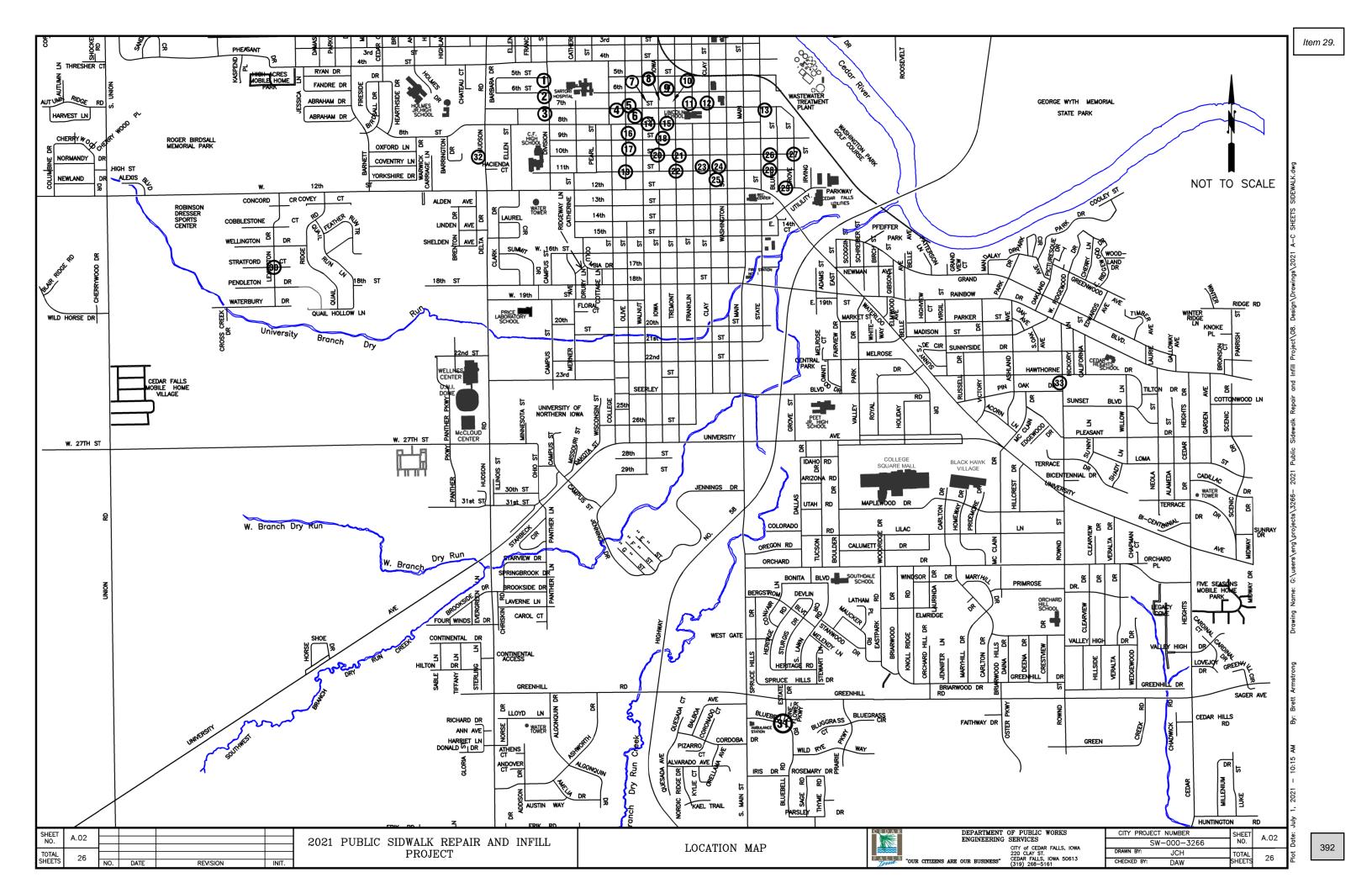


DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

IA. LIC. NO. 25684

| CITY PROJEC | T NUMBER   | SHEET  | A.01 |
|-------------|------------|--------|------|
| SV          | /-000-3266 | NO.    | A.01 |
| DRAWN BY:   | JCH        | TOTAL  | 26   |
| CHECKED BY: | DAW        | SHEETS | 20   |



#### NOTES:

TYPICAL DETAILS

NOTE:

- 1. The Contractor's Lump Sum Bid shall include all labor, equipment, and material necessary to provide a complete and functional RRFB System in conformance with the Plans and Specifications.
- 2. The RRFB assemblies shall be mounted on existing signal poles and bases on the south leg of Rownd Street.
- 3. RRFB System shall be Solar Powered. Panels and batteries shall be sized to operate a minimum of 7 days in cloudy conditions at project location.
- 4. Wireless Communication shall be provided between RRFB Units.
- 5. At the completion of construction, the RRFB Assemblies shall be fully operational when either Pushbutton is activated. The RRFB on both sides of Rownd Street shall be activated.

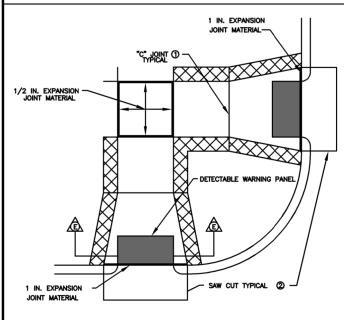
GUTTER LINE 4 DEFORMED EPOXY COATED REBAR 24" LONG, SET IN EPOXY. FORM GRADE\_ ELEVATION VARIES CURB TO BE BACKFILLED AND SEEDED. -6" OF ROCK TO BE PLACED BELOW PAVEMENT (INCIDENTAL TO ITEM).

#### CURB AND GUTTER, P.C.C., CLASS "C"

SAW CONTROL JOINTS AS DIRECTED BY THE ENGINEER.

THE BID PRICE FOR "PLACE CURB AND GUTTER, 2.0 FT., P.C.C., CLASS "C"" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

- 1. SAWING SAW NEW EDGE ON EXISTING CURB SECTION IF NECESSARY.
- CLASS 10 EXCAVATION.
- REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
- COMPACTION OF SUBGRADE.
- DRILLING HOLES AND PLACEMENT OF EPOXY COATED REBAR.
   PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
   ALL BARRICADES AND SAFETY FENCE.



#### REFERENCE NOTES

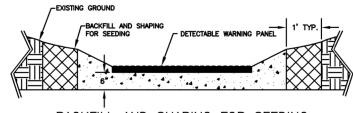
DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATION. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.

ALL CONCRETE FOR THE CONSTRUCTION OF PEDESTRIAN RAMPS AND SIDEWALKS SHALL BE THE SAME.

FINISH SHALL BE THE SAME AS FOR SIDEWALKS AND IN ACCORDANCE WITH STANDARD SPECIFICATIONS.

- (1) NORMAL RAMP SLOPE IS 5%, MAXIMUM RAMP SLOPE IS 8.33% (1 IN./FT.).
- (2) SAW CUT "C" JOINT T/4 (CONTRACTION JOINT). LOCATION TO BE DETERMINED IN THE FIELD (BEGIN FLARE AT "C" JOINT). SEE DETAIL SHEET C.01.
- (3) FULL DEPTH SAW CUT WITH STANDARD P.C.C. CURB & GUTTER SECTION, AND P.C.C. CURB & GUTTER SECTION WITH ASPHALT OVERLAYED P.C.C. SECTION; FULL DEPTH SAW CUT WITH ASPHALT OVERLAYED STREET AND VERTICAL CURB.
- 4 LIP CURB DROPS 1/2 INCH FROM THE BACK OF CURB TO THE FLOW LINE OF THE GUTTER.
- (5) ANY SAW CUT WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT OR LESS THAN EIGHTEEN (18) INCHES FROM AN EXISTING LONGITUDINAL JOINT SHALL BE TAKEN TO THAT JOINT.

#### SIDEWALK INTERSECTION - TYPICAL



BACKFILL AND SHAPING FOR SEEDING

CONTRACTOR WILL BE RESPONSIBLE FOR BACKFILLING, SHAPING AND SEEDING OF THE TOPSOIL AREA ADJACENT TO THE NEW PAULOS

| SHEET  |      |     |      |          |       |
|--------|------|-----|------|----------|-------|
| NO.    | B.01 |     |      |          |       |
|        |      |     |      |          |       |
|        |      |     |      |          |       |
| TOTAL  | 26   |     |      |          |       |
| SHEETS | 20   | NO. | DATE | REVISION | INIT. |
|        |      |     |      |          |       |

2021 PUBLIC SIDWALK REPAIR AND INFILL PROJECT

"OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

CITY PROJECT NUMBER SW-000-3266 JCH TOTAL CHECKED BY:

393

|               | ESTIMATED QUANTITIES TABULATION      |                                  |                                                  |                                  |                             |                                     |                                 |                                       |                             |                                   |                                           |                                                       |                                     |                                         |                                     |                                  |                              |                                           |
|---------------|--------------------------------------|----------------------------------|--------------------------------------------------|----------------------------------|-----------------------------|-------------------------------------|---------------------------------|---------------------------------------|-----------------------------|-----------------------------------|-------------------------------------------|-------------------------------------------------------|-------------------------------------|-----------------------------------------|-------------------------------------|----------------------------------|------------------------------|-------------------------------------------|
|               | BID ITEM #                           | 1                                | 2                                                | 3                                | 4                           | 5                                   | 6                               | 7                                     | 8                           | 9                                 | 10                                        | 11                                                    | 12                                  | 13                                      | 14                                  | 15                               | 16                           | 17                                        |
|               | ITEM CODE                            | 7030-1.08-A-0                    | 7040-1.08-1-0                                    | 7030-1.08-A-0                    | 7030-1.08-E-0               | 7030-1.08-E-0                       | 7030-1.08-G-0                   | 7010-1.08-E-0                         | 7030-1.08-H-1               | 2010-1.08-E-0                     |                                           | 9010-1.08-B-0                                         | 9040-1.08-T-0                       | 8010-1.08-A-0                           | 8010-1.08-A-0                       | 2010-1.08-F-0                    | 8030-1.08-A-0                |                                           |
| LOCATION<br># | LOCATION                             | REMOVAL OF<br>SIDEWALK<br>(S.Y.) | REMOVAL OF CURB &<br>GUTTER, 2.0' WIDE<br>(L.F.) | REMOVAL OF<br>DRIVEWAY<br>(S.Y.) | SIDEWALK,<br>PCC, 4" (S.Y.) | SIDEWALK<br>RAMP, PCC,<br>6" (S.Y.) | DETECTABLE<br>WARNING<br>(S.F.) | CURB &<br>GUTTER, 2.0'<br>WIDE (L.F.) | DRIVEWAY,<br>PCC, 6" (S.Y.) | EXCAVATION,<br>CLASS 10<br>(C.Y.) | TOPSOIL,<br>FURNISH &<br>SPREAD<br>(C.Y.) | HYDRAULIC<br>SEEDING,<br>FERTILZER, &<br>MULCH (S.F.) | INTAKE<br>SEDIMENT<br>FILTER (L.F.) | REMOVAL OF<br>EXISTING<br>SIGNAL (L.S.) | RRFB<br>PEDESTRIAN<br>SYSTEM (L.S.) | UNSUITABLE<br>MATERIAL<br>(C.Y.) | TRAFFIC<br>CONTROL<br>(L.S.) | PAINTED<br>PAVEMENT<br>MARKINGS<br>(STA.) |
| 1             | 521 DIVISION ST                      | 7.9                              | 0.0                                              | 0.0                              | 3.6                         | 4.3                                 | 8.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.5                                       | 27.0                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 2             | 603 DIVISION ST                      | 11.2                             | 0.0                                              | 0.0                              | 8.9                         | 2.3                                 | 8.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.9                                       | 47.8                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 3             | 1309 W 7TH ST                        | 7.8                              | 0.0                                              | 0.0                              | 3.5                         | 4.3                                 | 8.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.6                                       | 30.0                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 4             | 816 W 7TH ST                         | 10.0                             | 0.0                                              | 0.0                              | 0.0                         | 10.0                                | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 5             | 719 W 7TH ST                         | 23.0                             | 0.0                                              | 0.0                              | 14.0                        | 9.0                                 | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.2                                       | 62.0                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 6             | 716 W7TH ST                          | 3.2                              | 0.0                                              | 0.0                              | 0.0                         | 3.2                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 7             | 615 W7TH ST                          | 1.8                              | 0.0                                              | 0.0                              | 0.0                         | 1.8                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 8             | 523 W7TH ST                          | 20.4                             | 0.0                                              | 0.0                              | 12.0                        | 8.4                                 | 18.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.13                                      | 60.8                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 9             | 516 W7TH ST                          | 9.9                              | 0.0                                              | 0.0                              | 0.0                         | 9.9                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.2                                       | 11.0                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 10            | 519 W7TH ST                          | 2.2                              | 0.0                                              | 0.0                              | 0.0                         | 2.2                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 11            | NW CORNER W 7TH & FRANKLIN ST        | 36.9                             | 0.0                                              | 0.0                              | 29.4                        | 7.5                                 | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 2.1                                       | 113.2                                                 | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 12            | 621 FRANKLIN ST                      | 6.7                              | 0.0                                              | 0.0                              | 0.0                         | 6.7                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 13            | 702 STATE ST                         | 2.6                              | 0.0                                              | 0.0                              | 2.6                         | 0.0                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.17                                      | 9.4                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 14            | 623 WALNUT ST                        | 3.7                              | 0.0                                              | 0.0                              | 0.0                         | 3.7                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 15            | 721 IOWA ST                          | 22.1                             | 9.0                                              | 0.0                              | 15.6                        | 6.5                                 | 18.0                            | 9.0                                   | 0.0                         | 0.0                               | 1.2                                       | 66.6                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 16            | 723 W9TH ST                          | 23.6                             | 9.0                                              | 0.0                              | 17.1                        | 6.5                                 | 20.0                            | 9.0                                   | 0.0                         | 0.0                               | 1.46                                      | 78.6                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 17            | 724 W 9TH ST                         | 12.4                             | 9.0                                              | 0.0                              | 13.4                        | 8.0                                 | 20.0                            | 9.0                                   | 0.0                         | 1.88                              | 1.1                                       | 57.1                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 18            | 904 IOWA ST                          | 19.6                             | 20.0                                             | 0.0                              | 13.1                        | 7.6                                 | 16.0                            | 20.0                                  | 0.0                         | 0.0                               | 1.42                                      | 76.5                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 19            | 721 W 11TH ST                        | 12.2                             | 0.0                                              | 0.0                              | 8.4                         | 3.8                                 | 10.0                            | 0.0                                   | 0.0                         | 0.0                               | 0.77                                      | 41.8                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 20            | 521 W 10TH ST                        | 22.5                             | 0.0                                              | 0.0                              | 15.9                        | 6.6                                 | 18.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.29                                      | 69.5                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 21            | 921 TREMONT ST                       | 24.2                             | 0.0                                              | 0.0                              | 12.6                        | 11.4                                | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.27                                      | 68.3                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 22            | 421 W 11TH ST                        | 22.9                             | 0.0                                              | 0.0                              | 15.3                        | 7.6                                 | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.12                                      | 60.5                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 23            | 1021 CLAY ST                         | 15.9                             | 8.0                                              | 0.0                              | 6.2                         | 10.2                                | 18.0                            | 8.0                                   | 0.0                         | 0.0                               | 0.86                                      | 46.3                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 24            | 1020 CLAY ST                         | 18.3                             | 0.0                                              | 0.0                              | 8.1                         | 10.2                                | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 0.95                                      | 51.1                                                  | 0.0                                 | 0.0                                     | 0.0                                 | -                                | -                            | -                                         |
| 25            | 1104 CLAY ST                         | 19.1                             | 0.0                                              | 0.0                              | 7.8                         | 11.1                                | 20.0                            | 0.0                                   | 0.0                         | 0.0                               | 0.97                                      | 52.5                                                  | 0.0                                 | 0.0                                     | 0.0                                 | _                                | -                            | -                                         |
| 26            | 209 E 10TH ST                        | 4.9                              | 0.0                                              | 0.0                              | 0.0                         | 4.9                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 | _                                | -                            |                                           |
| 27            | 316 E 11TH ST                        | 20.6                             | 0.0                                              | 0.0                              | 9.6                         | 10.7                                | 18.0                            | 0.0                                   | 0.0                         | 0.0                               | 1.11                                      | 60.1                                                  | 0.0                                 | 0.0                                     | 0.0                                 | _                                | _                            | _                                         |
| 28            | 216 E 11TH ST                        | 2.4                              | 0.0                                              | 0.0                              | 0.0                         | 2.4                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 |                                  |                              | _                                         |
| 29            | 1126 BLUFF ST                        | 7.3                              | 0.0                                              | 0.0                              | 0.0                         | 7.3                                 | 0.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.0                                       | 0.0                                                   | 0.0                                 | 0.0                                     | 0.0                                 |                                  |                              |                                           |
| 30            | STRATFORD CT & LEXINGTON DR          | 3.5                              | 0.0                                              | 0.0                              | 0.0                         | 3.5                                 | 8.0                             | 0.0                                   | 0.0                         | 0.0                               | 0.22                                      | 12.0                                                  | 0.0                                 | 0.0                                     | 0.0                                 |                                  | -                            |                                           |
| 31            | BLUEBELL RD & CONEFLOWER PKWY INFILL | 0.0                              | 0.0                                              | 0.0                              | 40.4                        | 4.1                                 | 8.0                             | 0.0                                   | 0.0                         | 29.0                              | 21.0                                      | 1130.0                                                | 12.0                                | 0.0                                     | 0.0                                 |                                  | -                            | -                                         |
|               |                                      | 0.0                              |                                                  |                                  | 706.0                       | 0.0                                 |                                 |                                       | 0.0                         | 150.0                             | 167.8                                     | 9061.5                                                |                                     |                                         |                                     | -                                |                              |                                           |
| 32            | HUDSON RD INFILL                     |                                  | 0.0                                              | 0.0                              |                             |                                     | 0.0                             | 0.0                                   |                             |                                   |                                           |                                                       | 39.0                                | 0.0                                     | 0.0                                 |                                  | - 1.0                        | - 10.0                                    |
| 33            | ROWND ST INFILL                      | 0.0                              | 0.0                                              | 43.0                             | 233.0                       | 22.1                                | 0.0                             | 0.0                                   | 43.0                        | 50.0                              | 119.0                                     | 6404.0                                                | 24.0                                | 1.0                                     | 1.0                                 | 50.0                             | 1.0                          | 10.0                                      |
| TOT           | AL ESTIMATED QUANTITY                | 398.8                            | 55.0                                             | 43.0                             | 1196.5                      | 217.8                               | 316.0                           | 55.0                                  | 43.0                        | 230.9                             | 328.2                                     | 17697.6                                               | 75.0                                | 1.0                                     | 1.0                                 | 50.0                             | 1.0                          | 10.0                                      |
|               |                                      | ESTIMA                           | ATE REFERENCE                                    |                                  |                             |                                     |                                 |                                       |                             |                                   |                                           |                                                       |                                     |                                         |                                     |                                  |                              |                                           |

2021 PUBLIC SIDWALK REPAIR AND INFILL PROJECT

|             |               | ESTIMATE REFERENCE                                                                                                                                          |
|-------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEM<br>NO. | ITEM CODE     | DESCRIPTION                                                                                                                                                 |
| 1           | 7030-1.08-A-0 | REMOVAL OF SIDEWALK (S.Y.)                                                                                                                                  |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations. Removal shall be to the nearest joint.                                              |
| 2           | 7040-1.08-1-0 | REMOVAL OF CURB & GUTTER, 2.0' WIDE (L.F.)                                                                                                                  |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations. Removal shall be to the nearest joint.                                              |
| 3           | 7030-1.08-A-0 | REMOVAL OF DRIVEWAY (S.Y.)                                                                                                                                  |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations. Removal shall be to the nearest joint.                                              |
| 4           | 7030-1.08-E-0 | SIDEWALK, PCC, 4" (S.Y.)                                                                                                                                    |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations.                                                                                     |
| 5           | 7030-1.08-E-0 | SIDEWALK RAMP, PCC, 6" (S.Y.)                                                                                                                               |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations.                                                                                     |
| 6           | 7030-1.08-G-0 | DETECTABLE WARNING (S.F.)                                                                                                                                   |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations.                                                                                     |
| 7           | 7010-1.08-E-0 | CURB & GUTTER, 2.0' WIDE (L.F.)                                                                                                                             |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations.                                                                                     |
| 8           | 7030-1.08-H-1 | DRIVEWAY, PCC, 6" (S.Y.)                                                                                                                                    |
|             |               | Refer to C.01 for quanitty at each location and D sheets for locations.                                                                                     |
| 9           | 2010-1.08-E-0 | EXCAVATION, CLASS 10 (C.Y.)                                                                                                                                 |
|             |               | Refer to estimated quantities for each location on sheet C.01. No measurement will be made for this item. Payment will be based on the plan quantity.       |
| 10          | 2010-1.08-D-3 | TOPSOIL, FURNISH & SPREAD (C.Y.)                                                                                                                            |
|             |               | Refer to estimated quantities for each street on sheet C.01. No measurement will be made for this item. Payment will be based on the plan quantity.         |
| 11          | 9010-1.08-B-0 | HYDRAULIC SEEDING, FERTILZER, & MULCH (S.F.)                                                                                                                |
| 12          | 9040-1.08-T-0 | INTAKE SEDIMENT FILTER (L.F.)                                                                                                                               |
| 13          | 8010-1.08-A-0 | REMOVAL OF EXISTING SIGNAL (L.S.)                                                                                                                           |
|             |               | Includes removal of existing signals, poles, control cabinet and bases on the north leg of Rownd Street.Bases may be removed to a depth of 12 inches        |
|             |               | below finished grade. Includes removal of signal heads on south leg of Rownd Street, poles and bases to be re-used. Also includes removal of all            |
|             |               | handholes, wiring and disconnect of power supply. See sheet N.01 for location.  RRFB PEDESTRIAN SYSTEM (L.S.)                                               |
| 14          | 8010-1.08-A-0 | See detail on B.01 & N.01. Shop drawings shall be submitted prior to installation. All items including but not limited to RRFB, solar panels, push buttons, |
|             |               | See detail of 5.0 fait v0.7 shop drawings shall be considered incidental to bid item.                                                                       |
| 15          | 2010-1.08-F-0 | UNSUITABLE MATERIAL (C.Y.)                                                                                                                                  |
|             |               | Contigency item & quantity is estimated. Use of this item shall be approved by the City prior to any work.                                                  |
| 16          | 8030-1.08-A-0 | TRAFFIC CONTROL (L.S.)                                                                                                                                      |
| .0          | 0000 1.00-A-0 | See D sheets for locations.                                                                                                                                 |
| 17          | 8020-108-B-0  | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (STA.)                                                                                                        |
|             | 3020 100 20   | See N.01 for location.                                                                                                                                      |
|             |               | occition of location.                                                                                                                                       |

SHEET NO. TOTAL SHEETS

| ESTIMATED | QUANTITIES & | ESTIMATE |
|-----------|--------------|----------|
|           | REFERENCE    |          |

- PROJECT SCHEDULE THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
- DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA ON THE FOLLOWING PROJECTS.
- 3. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
- ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
- 5. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
- 6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE,CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
- 7. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.
- THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
  - 1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
  - 2. DISPOSE OF IN A LICENSED LANDFILL.
- 8. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
- THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT.
   ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- 10. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
- 11. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
- 12. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
- 13. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 14. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
- 15. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
- 16. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
- 17. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
- 18. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
- 19. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 7010-2.02-M.
- 20. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE—HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
- 21. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
- 22. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE
- 23. THE COST OF CONNECTING PERFORATED SUBDRAIN TO EXISTING STRUCTURES OR TILE LINES SHALL BE CONSIDERED INCIDENTAL TO THE COST PER LINEAR FOOT OF THE PERTINENT PIPE.
- 24. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
- 25. UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
- 26. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

27. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989). UTILITY CONTACT PERSON

 CEDAR FALLS UTILITIES:
 JERALD LUKENSMEYER
 1-319-266-1761

 CENTURYLINK:
 DENNIS LONG
 1-319-538-7215

 MEDIACOM:
 KEVIN PARKER
 1-319-232-8800

 WATER RECLAMATION:
 MIKE NYMAN
 1-319-273-8633

- 28. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
- 29. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
- 30. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
- 31. WATERMAIN SHALL HAVE 8 MIL THICK POLYETHYLENE MATERIAL WRAPPED ON PIPE, POLYETHYLENE MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH AWWA STANDARD C105.
- 32. IT IS THE CONTRACTOR'S RESPONSIBILTY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
- 33. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT. CONTRACTOR SHALL SCHEDULE THEIR WORK ACCORDINGLY.

MAY 8, 2021 - UNI CLASSES END
JUNE 1, 2021 - LAST DAY OF SCHOOL C.F. PUBLIC SCHOOLS (TENTATIVE)
JUNE 25-27, 2021 - STURGIS FALLS DAYS CELEBRATION
AUGUST 23, 2021 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
AUGUST 23, 2021 (MON.) - UNI CLASSES RESUME
UNI HOMECOMING - OCTOBER 16, 2021

- 34. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
- 35. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL
- 36. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
- 37. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
- 38. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:
  BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1
- 39. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.

DEPARTMENT ENGINEERING
FALLS OUR CITIZENS ARE OUR BUSINESS'

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 288-5161
CHECKED BY: DAW

C.02

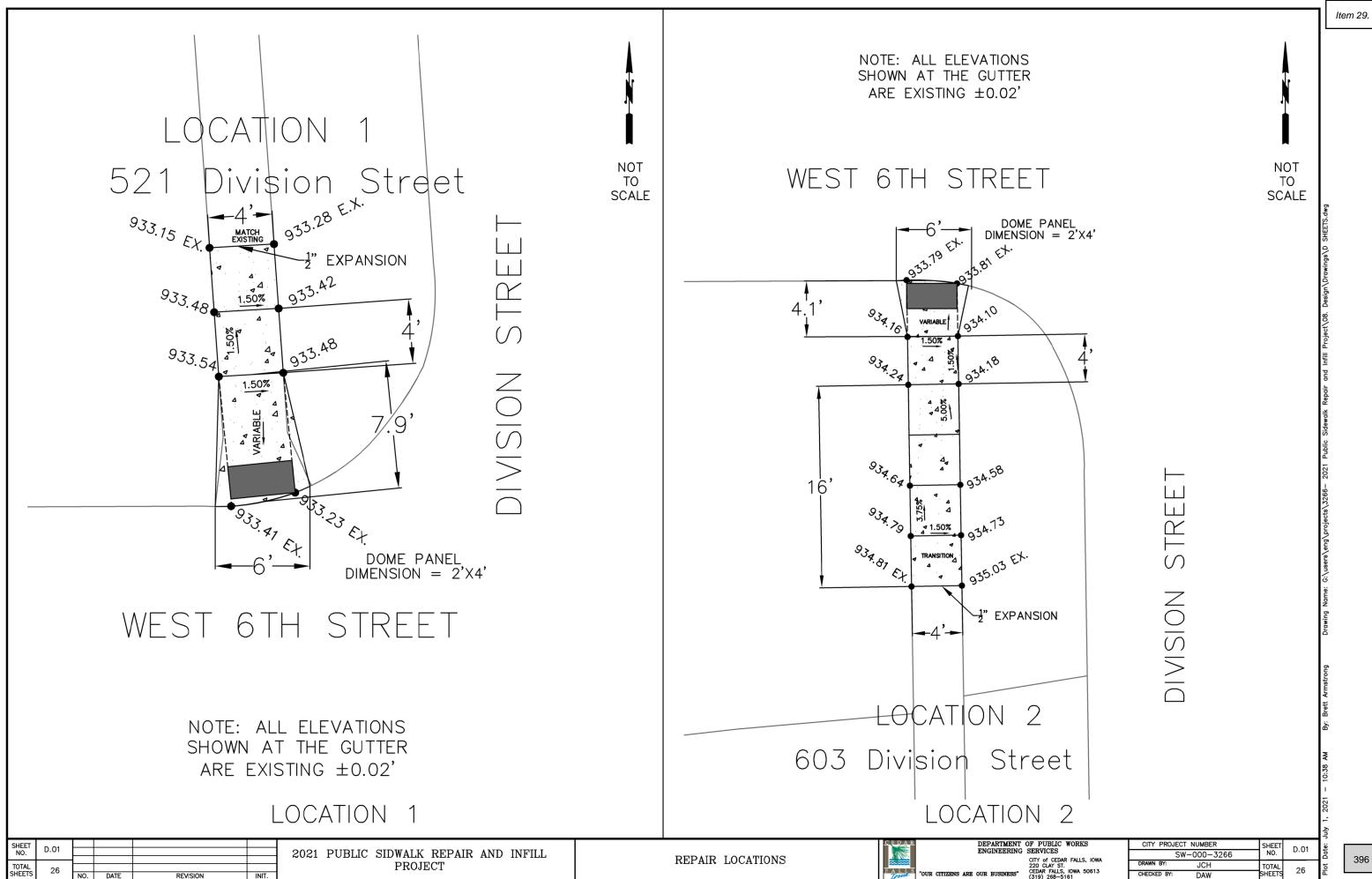
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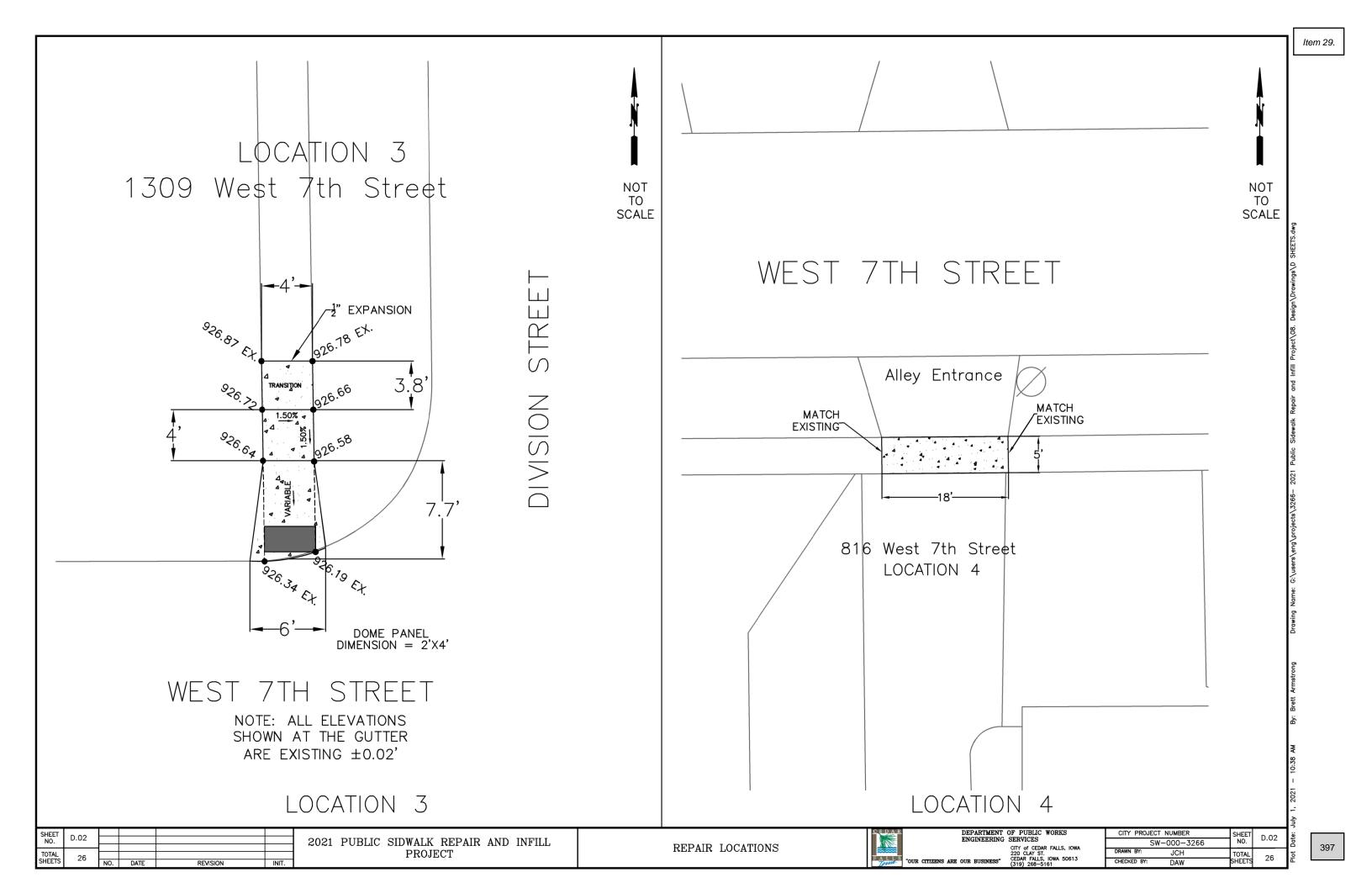
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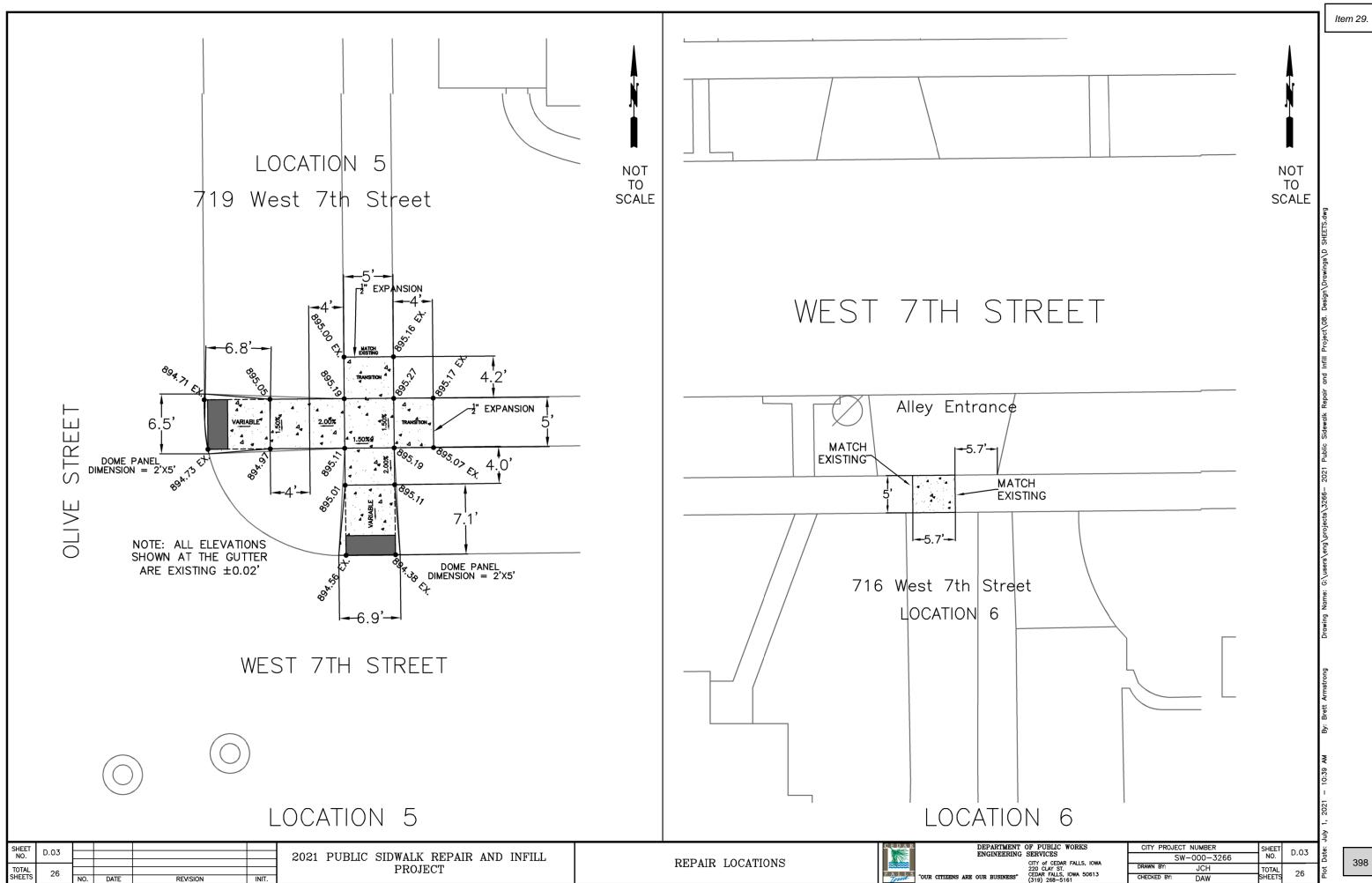
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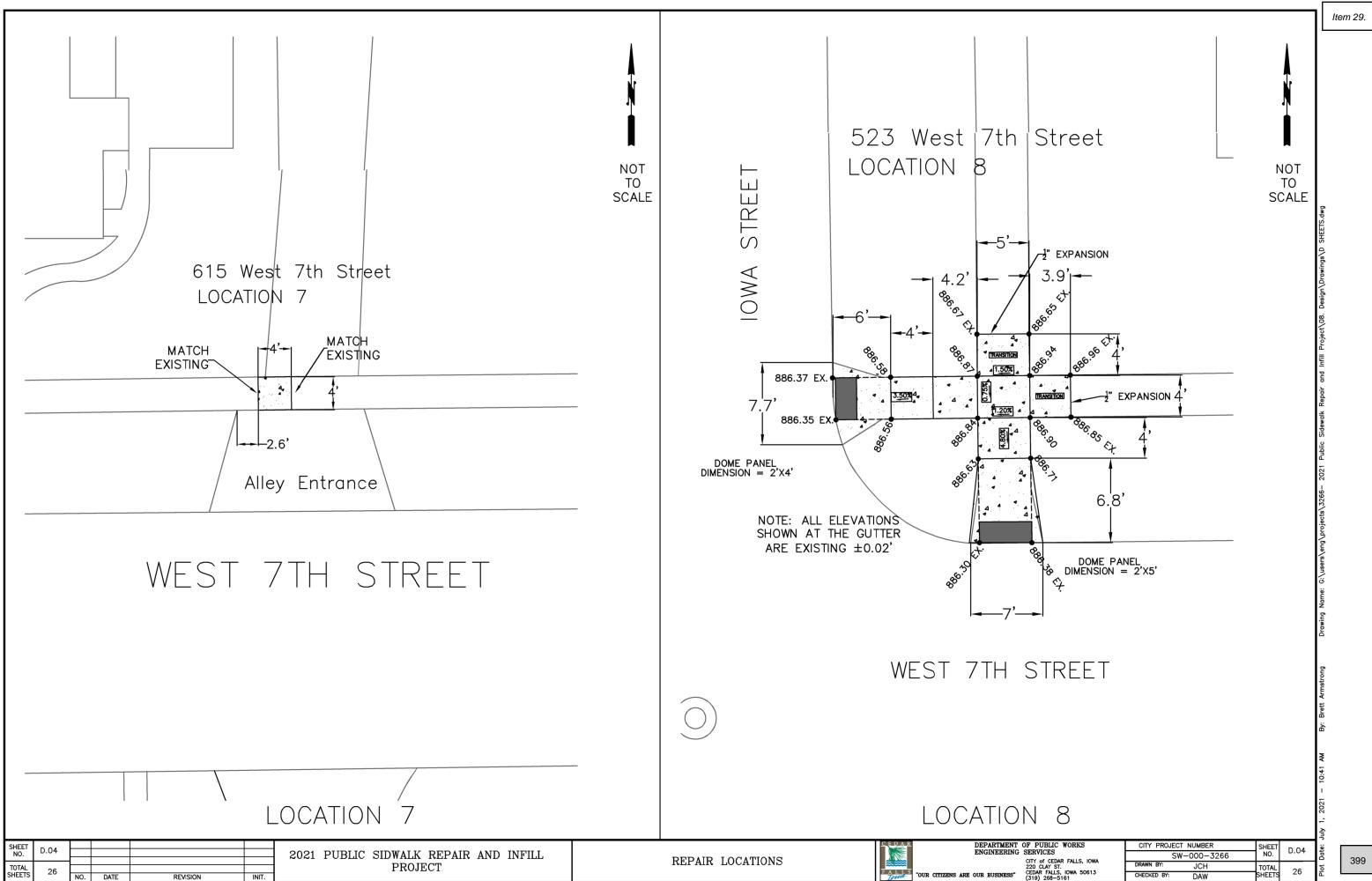
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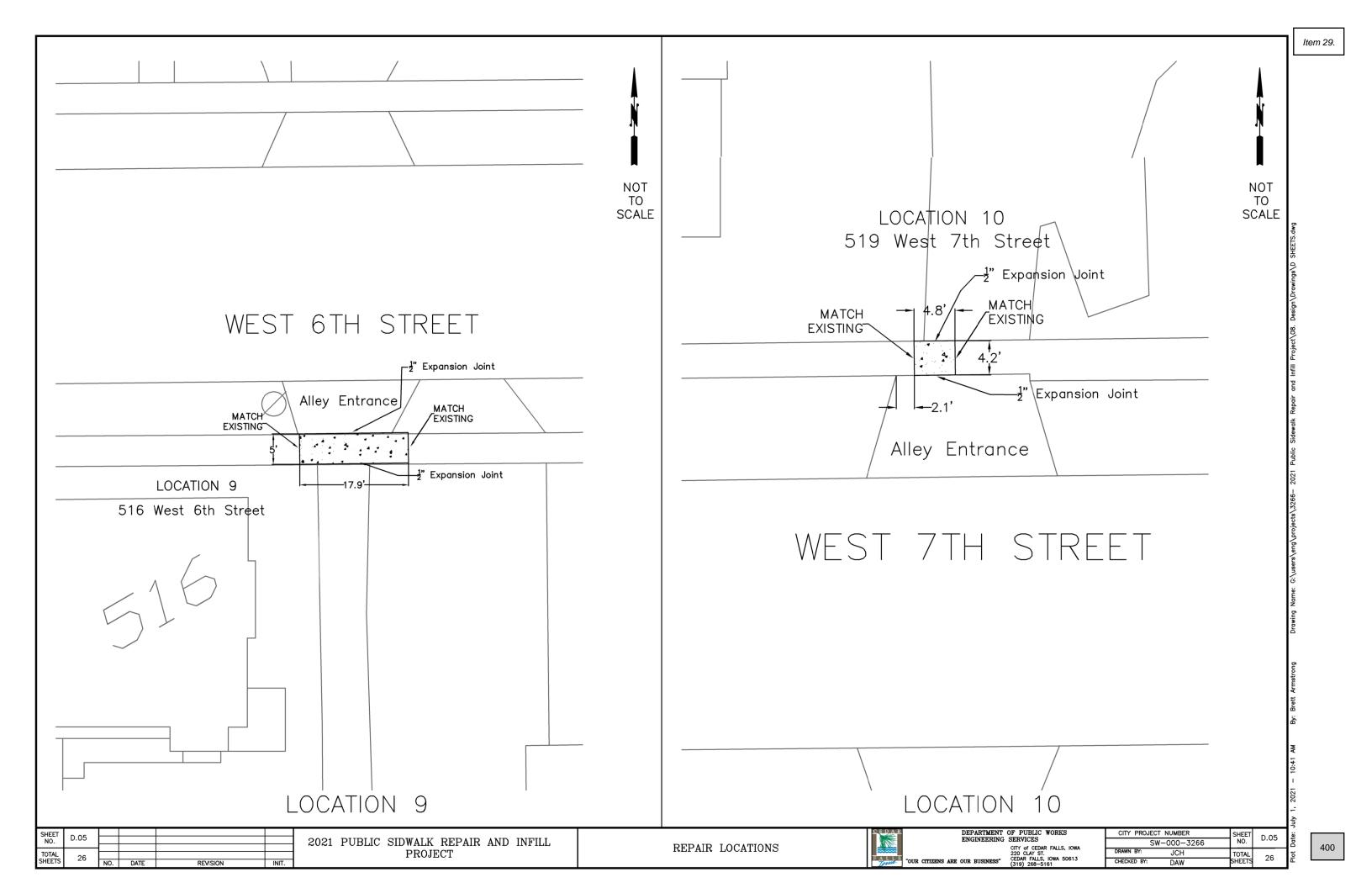
2021 PUBLIC SIDWALK REPAIR AND INFILL PROJECT

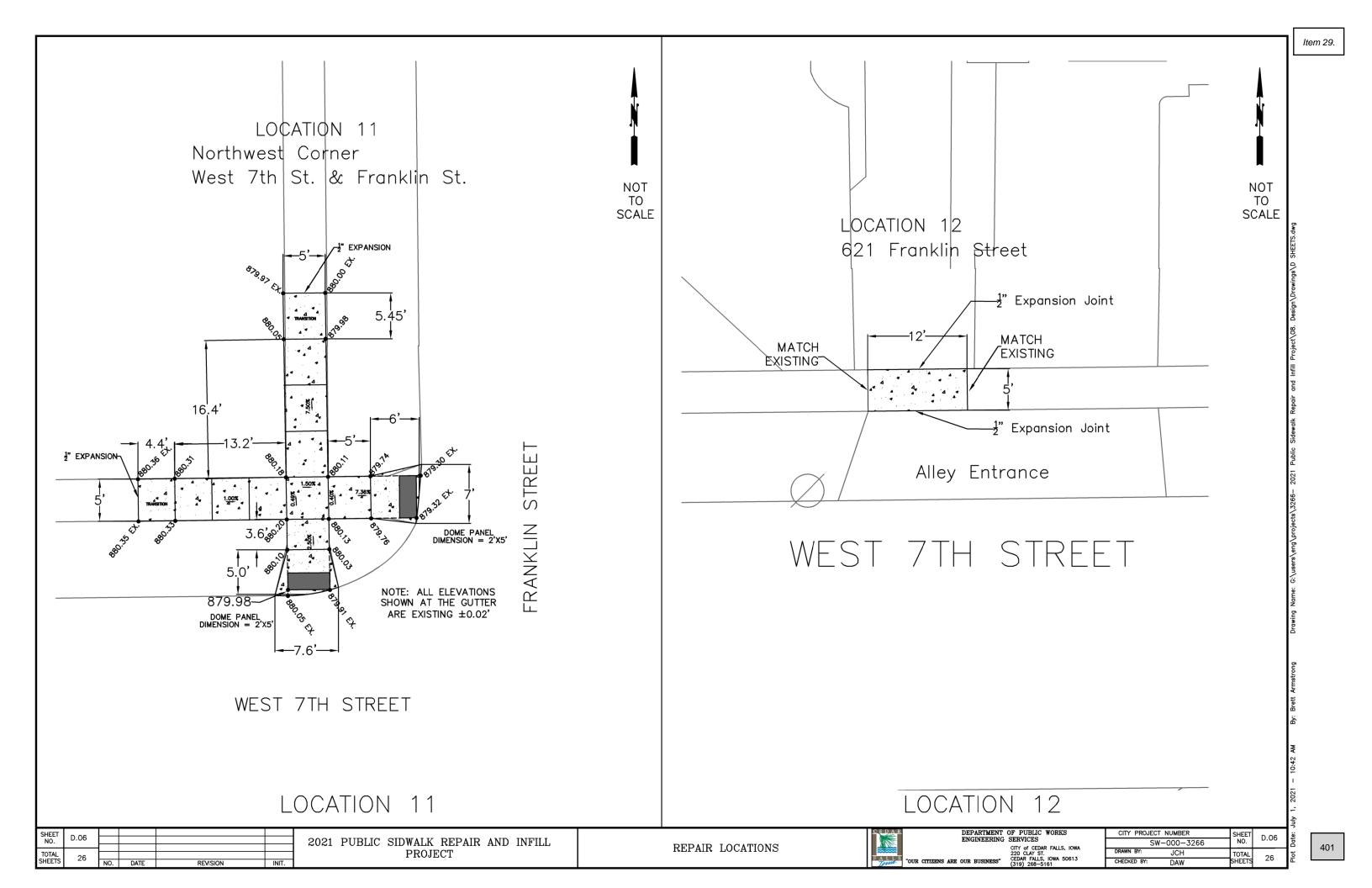


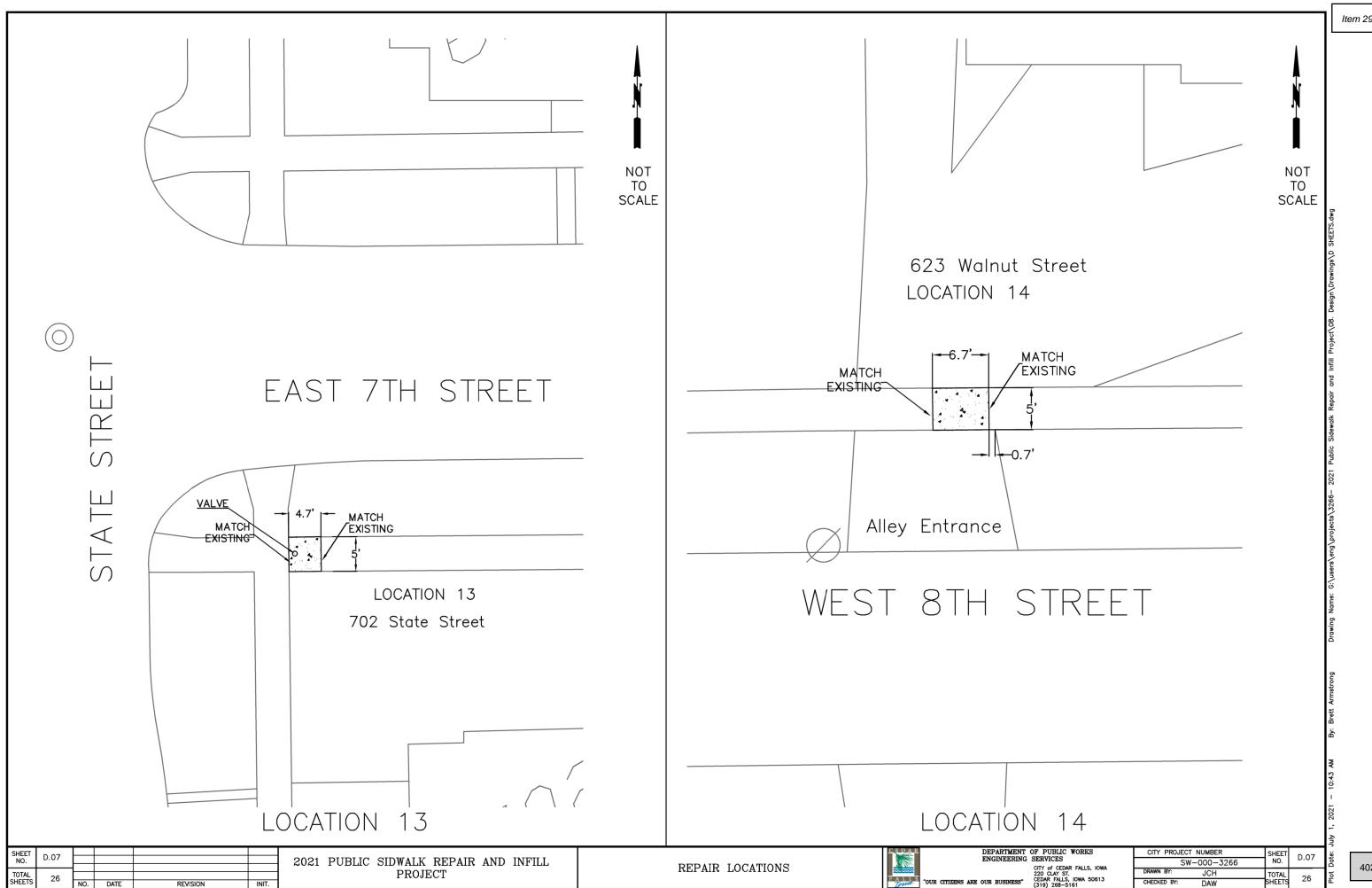


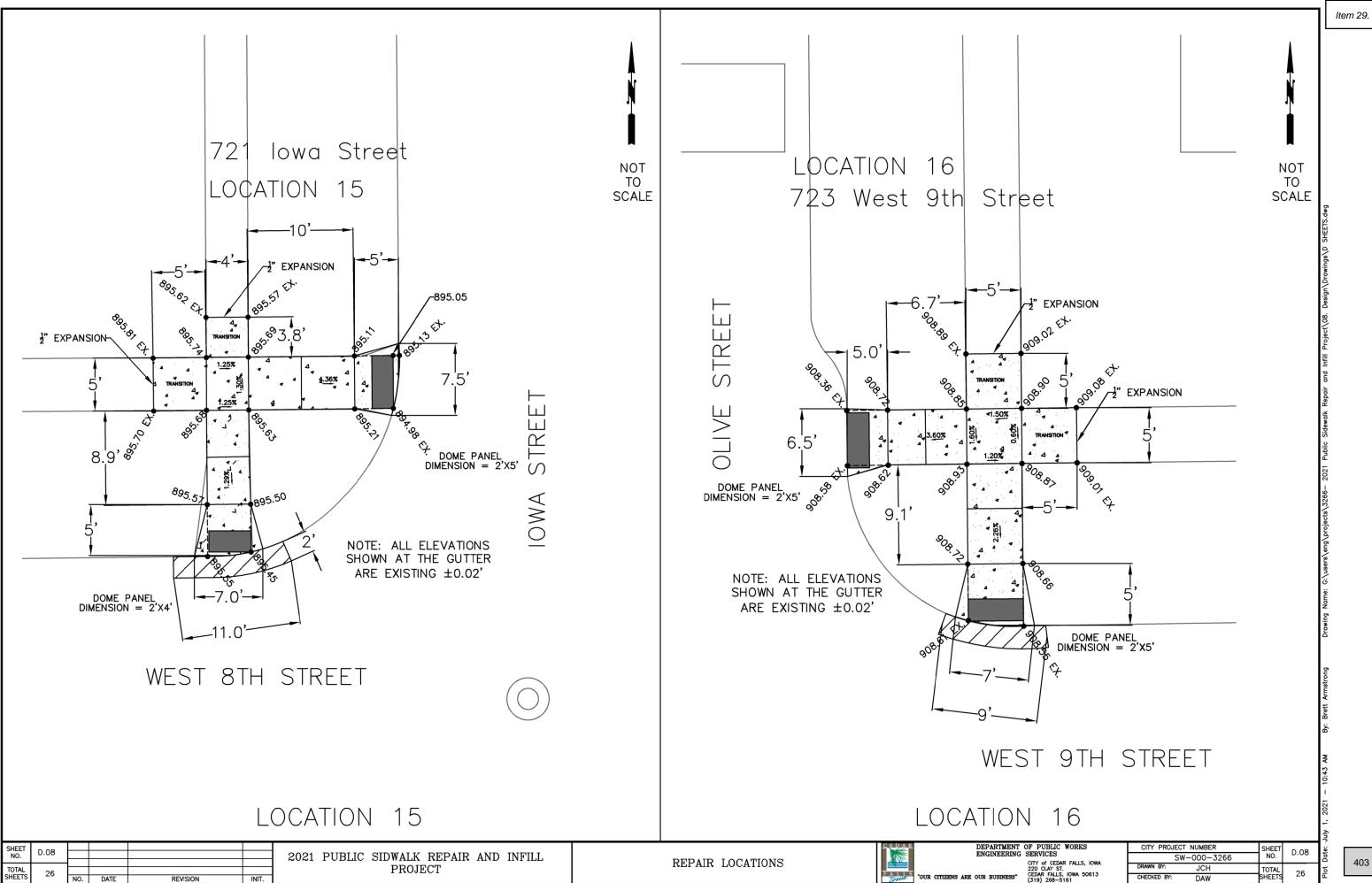


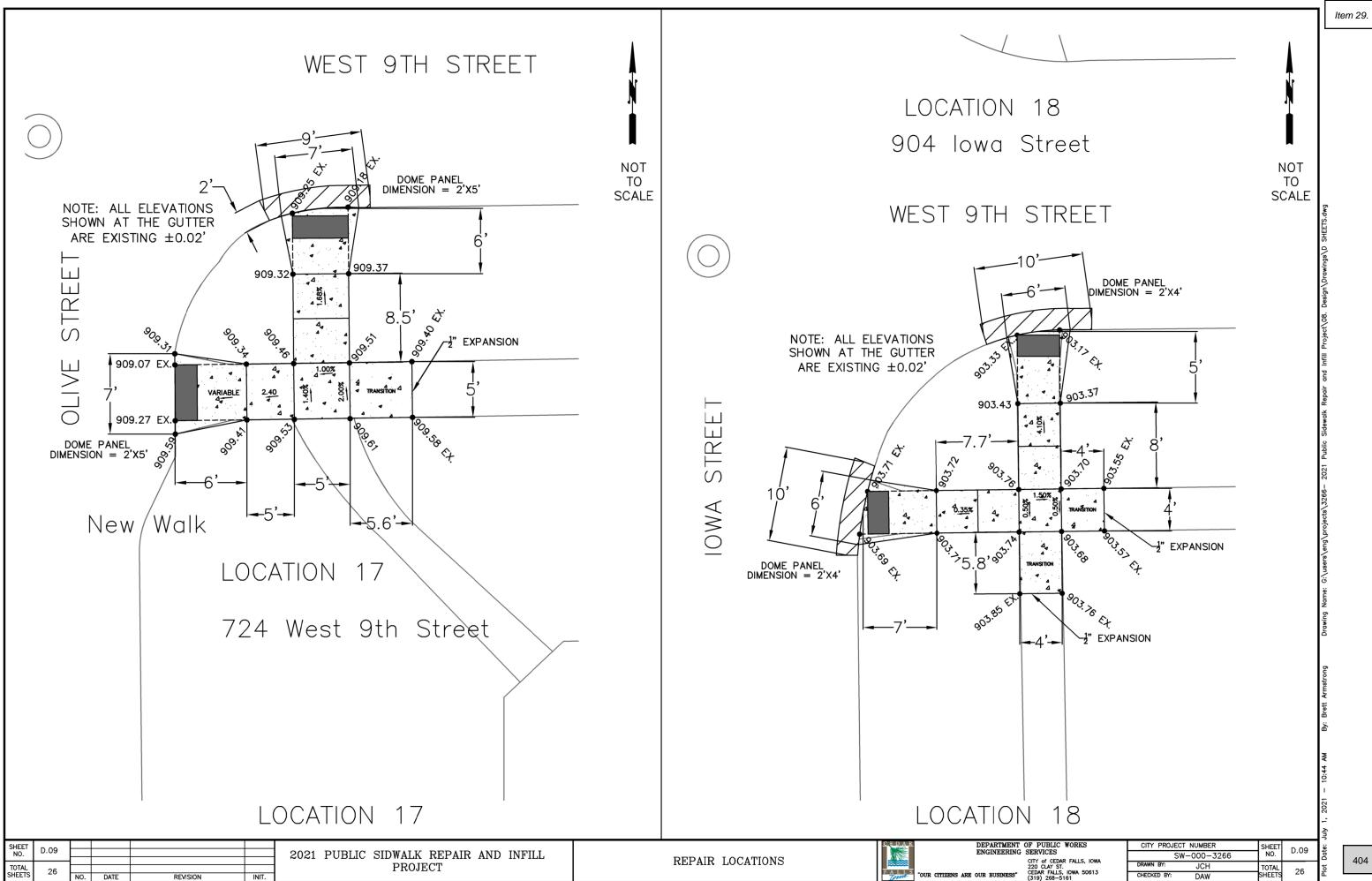


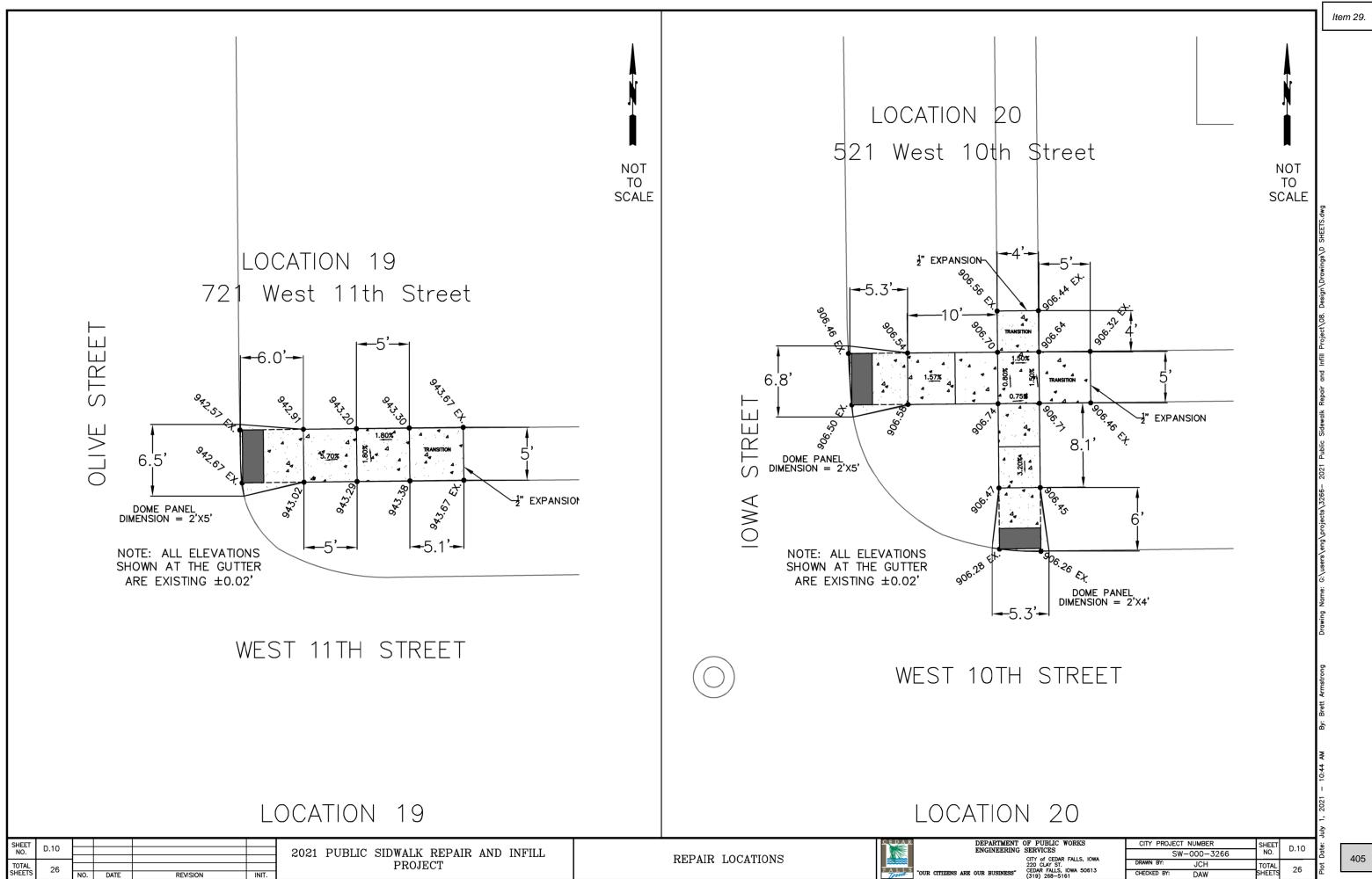


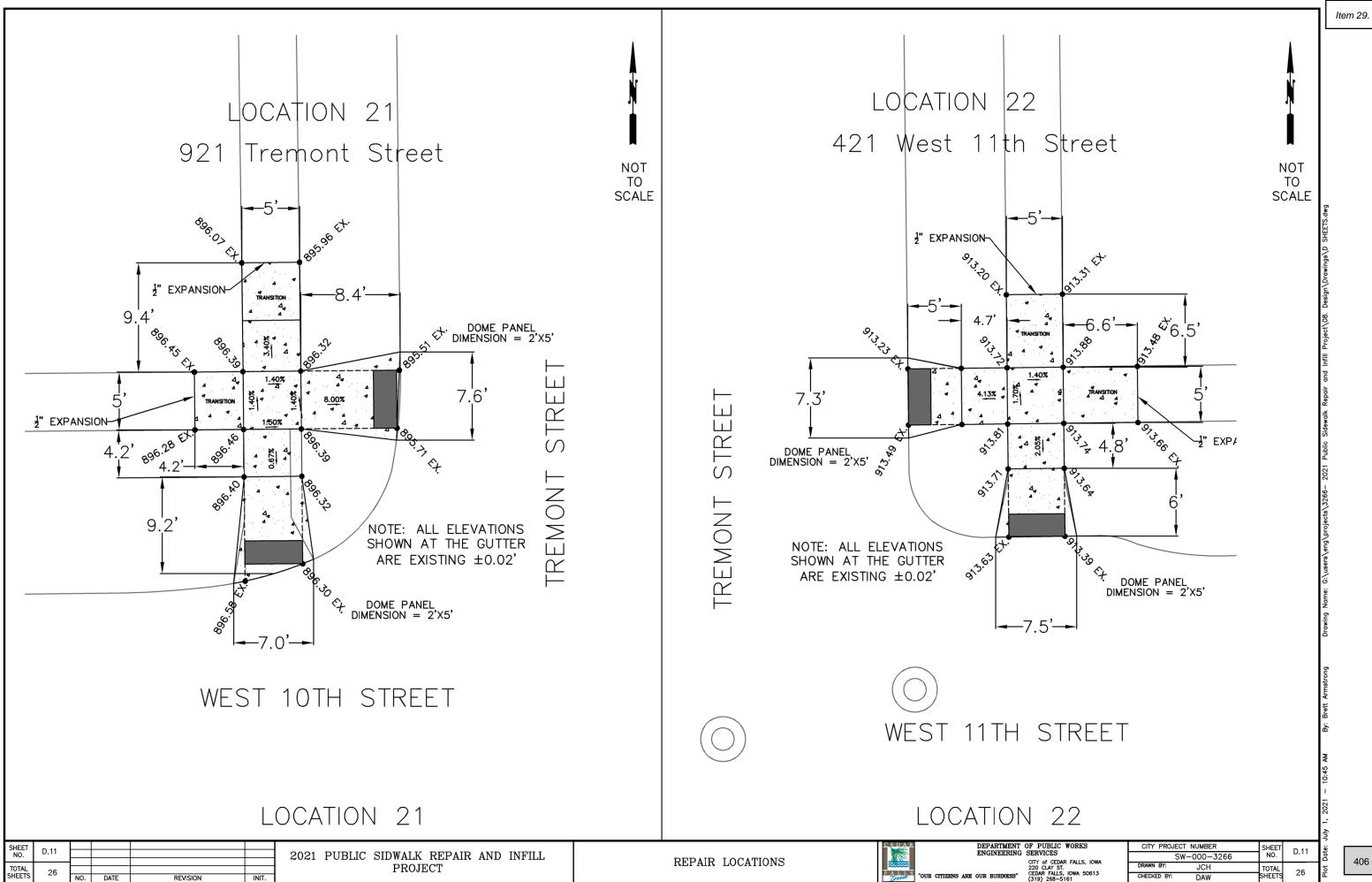


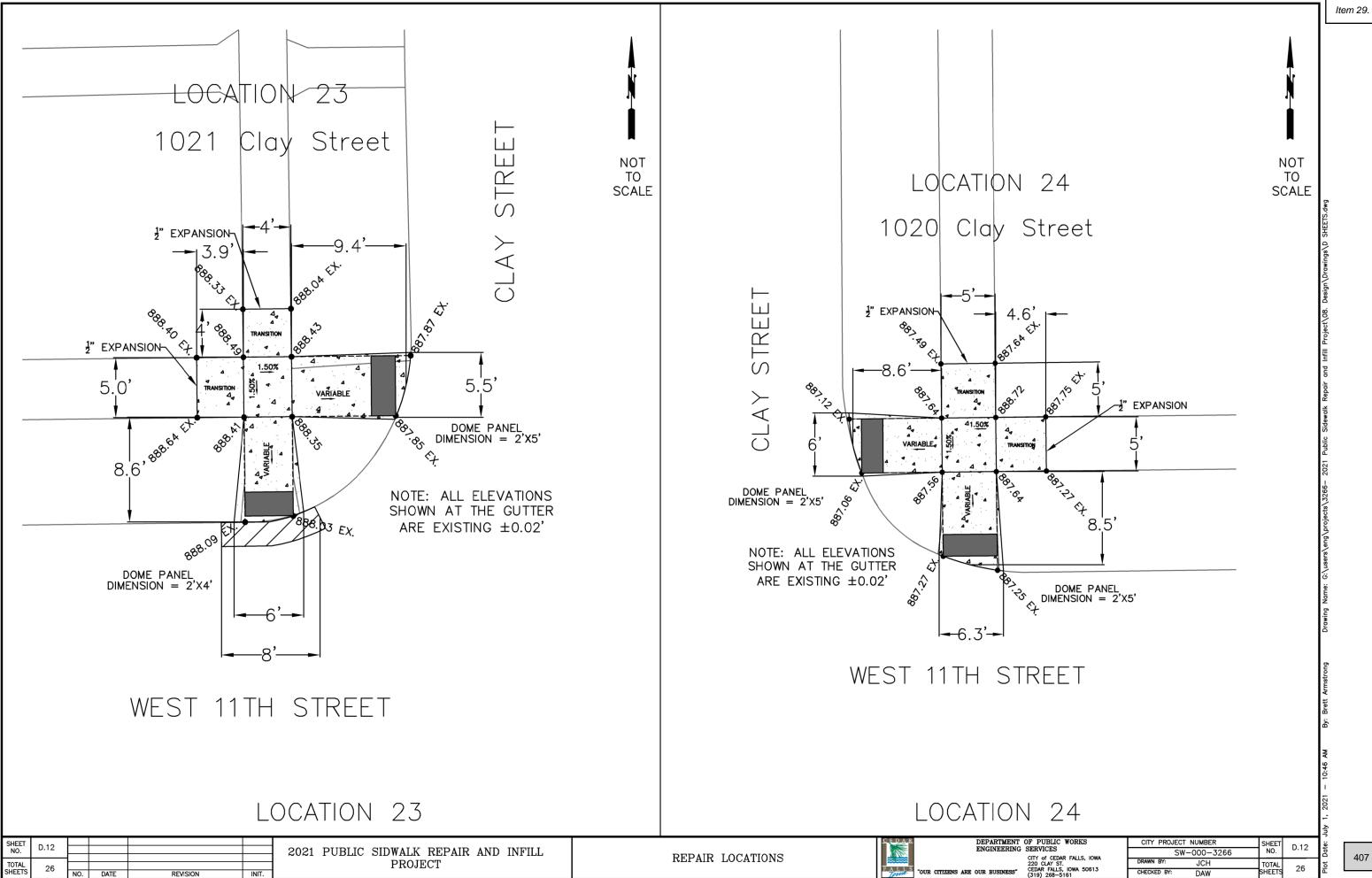




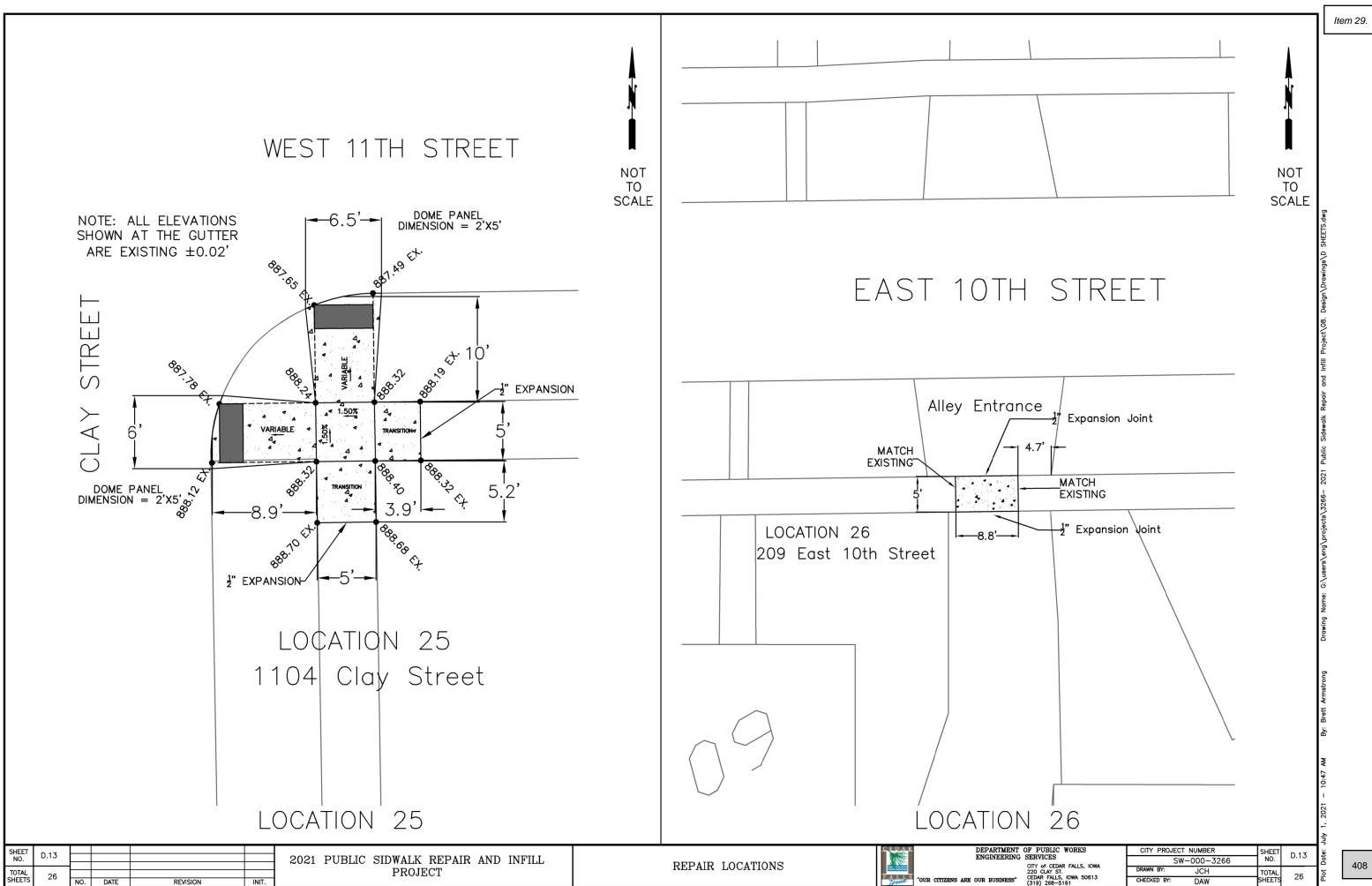


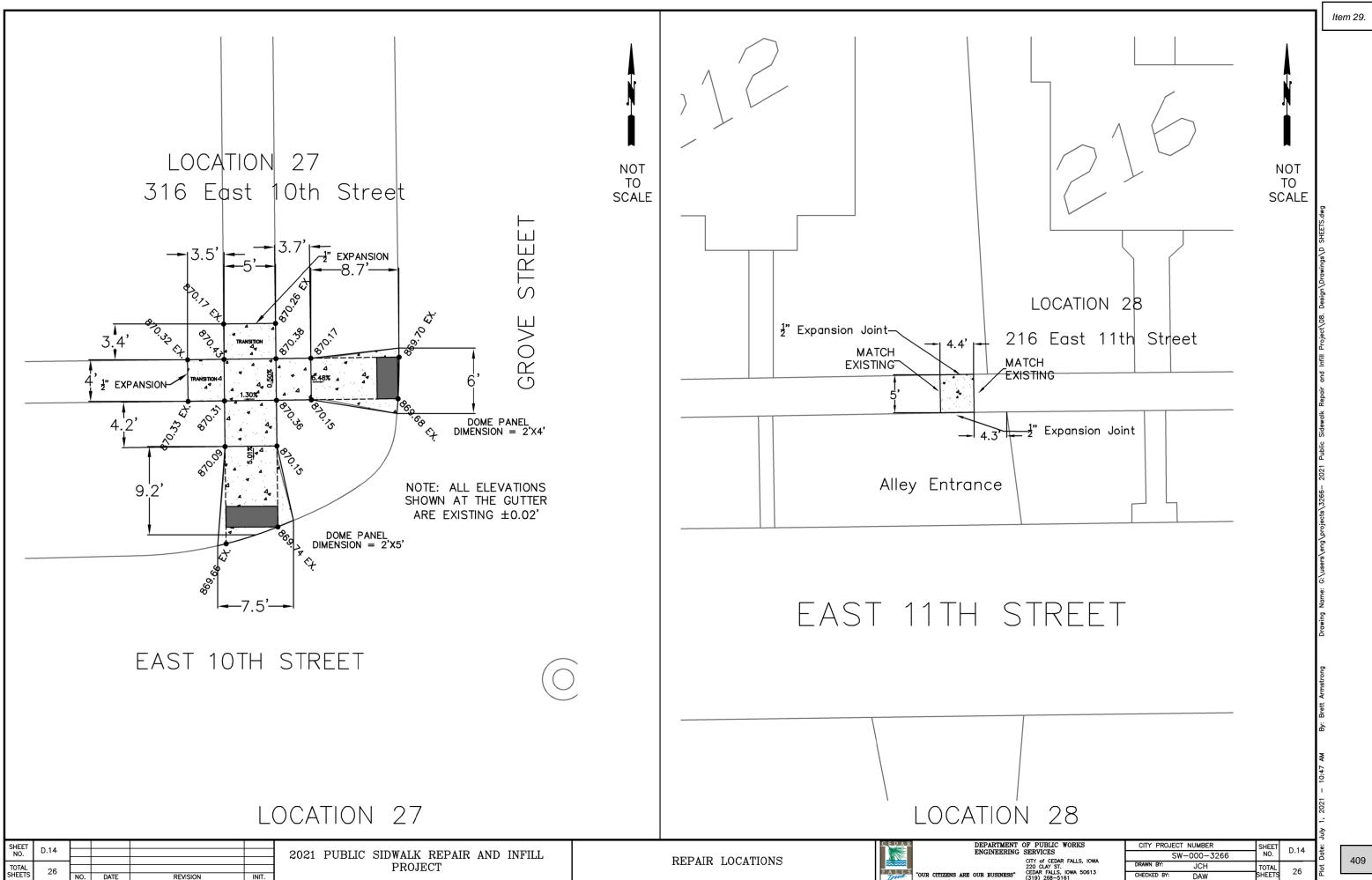


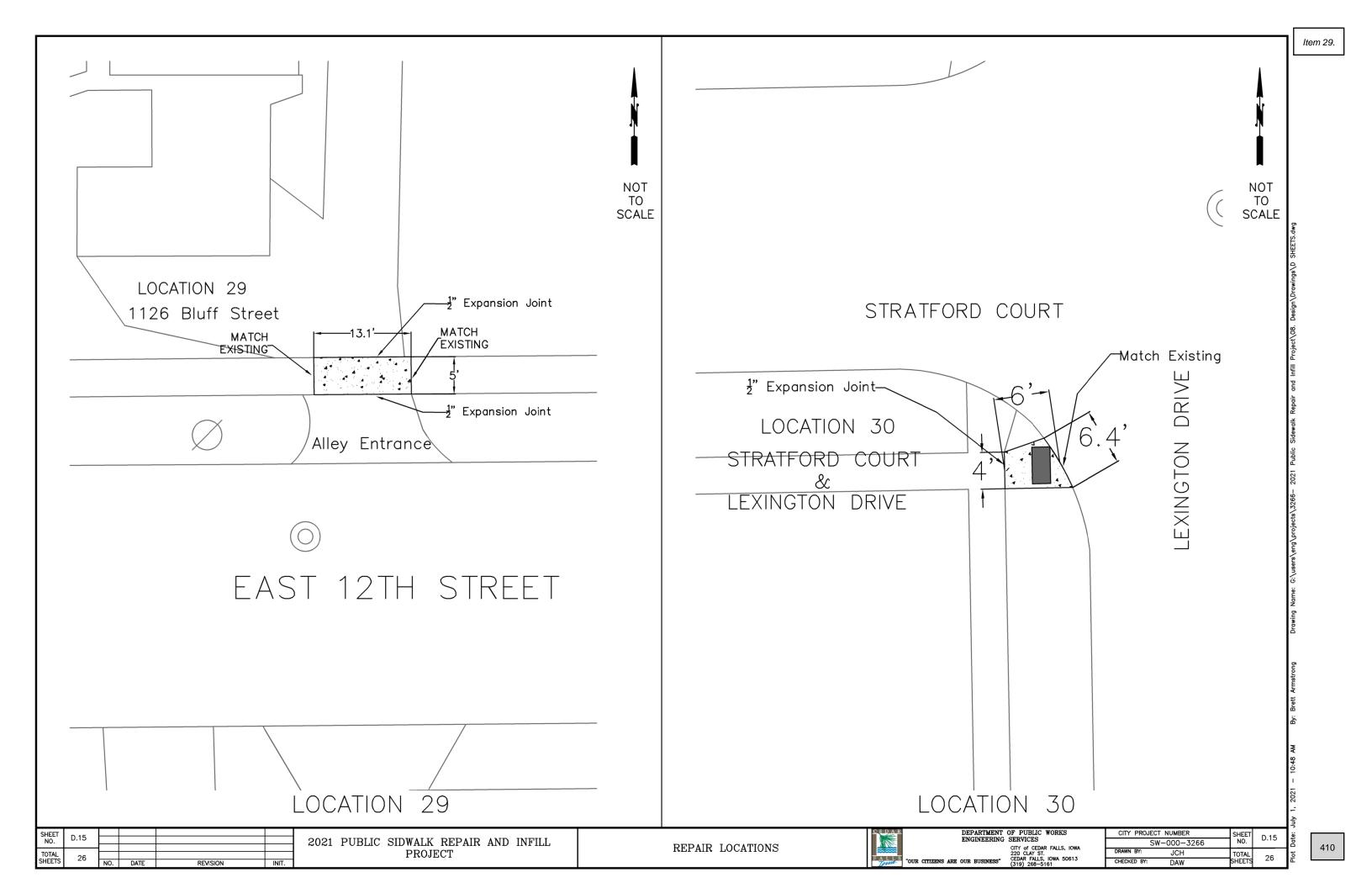


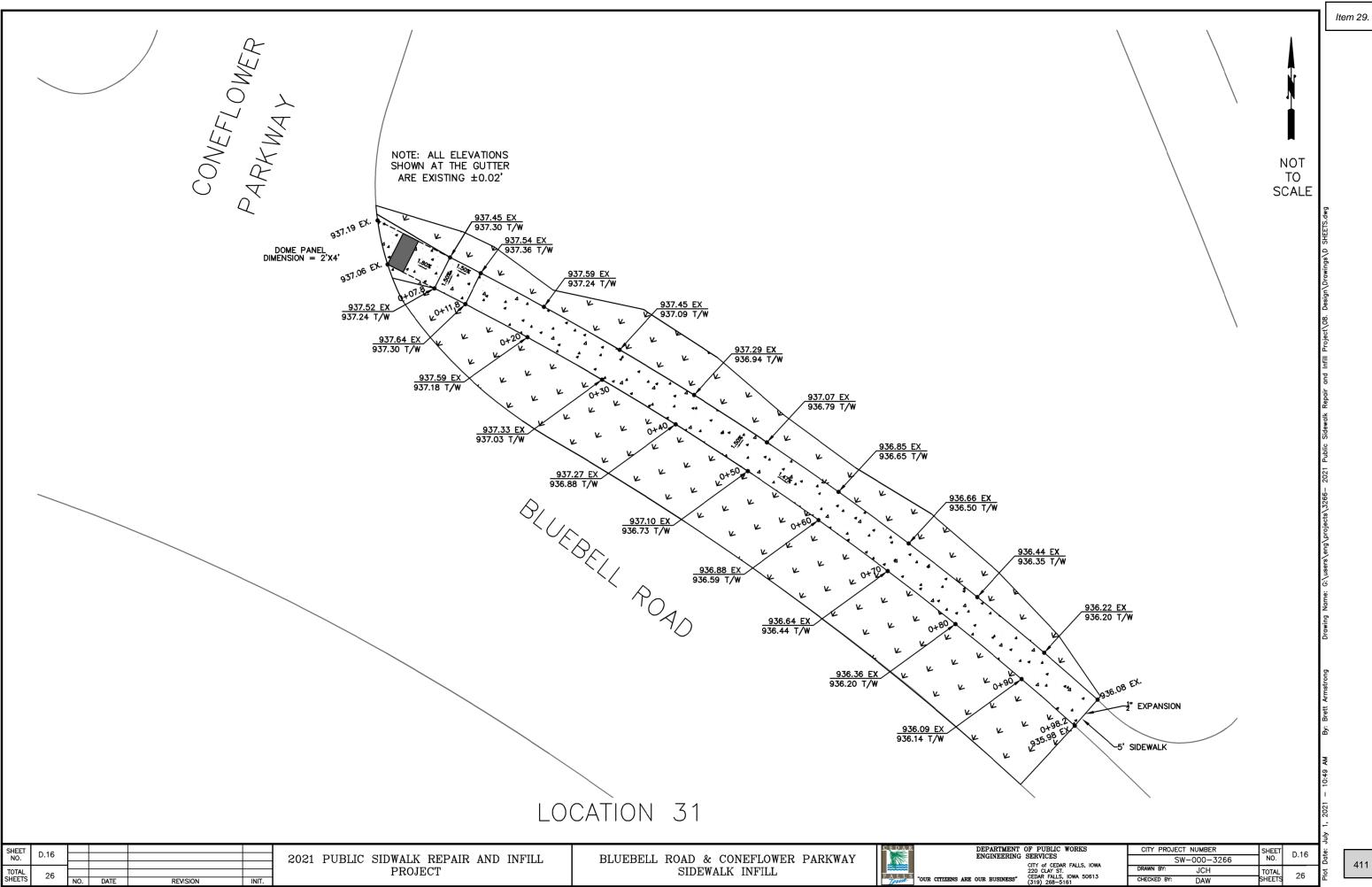


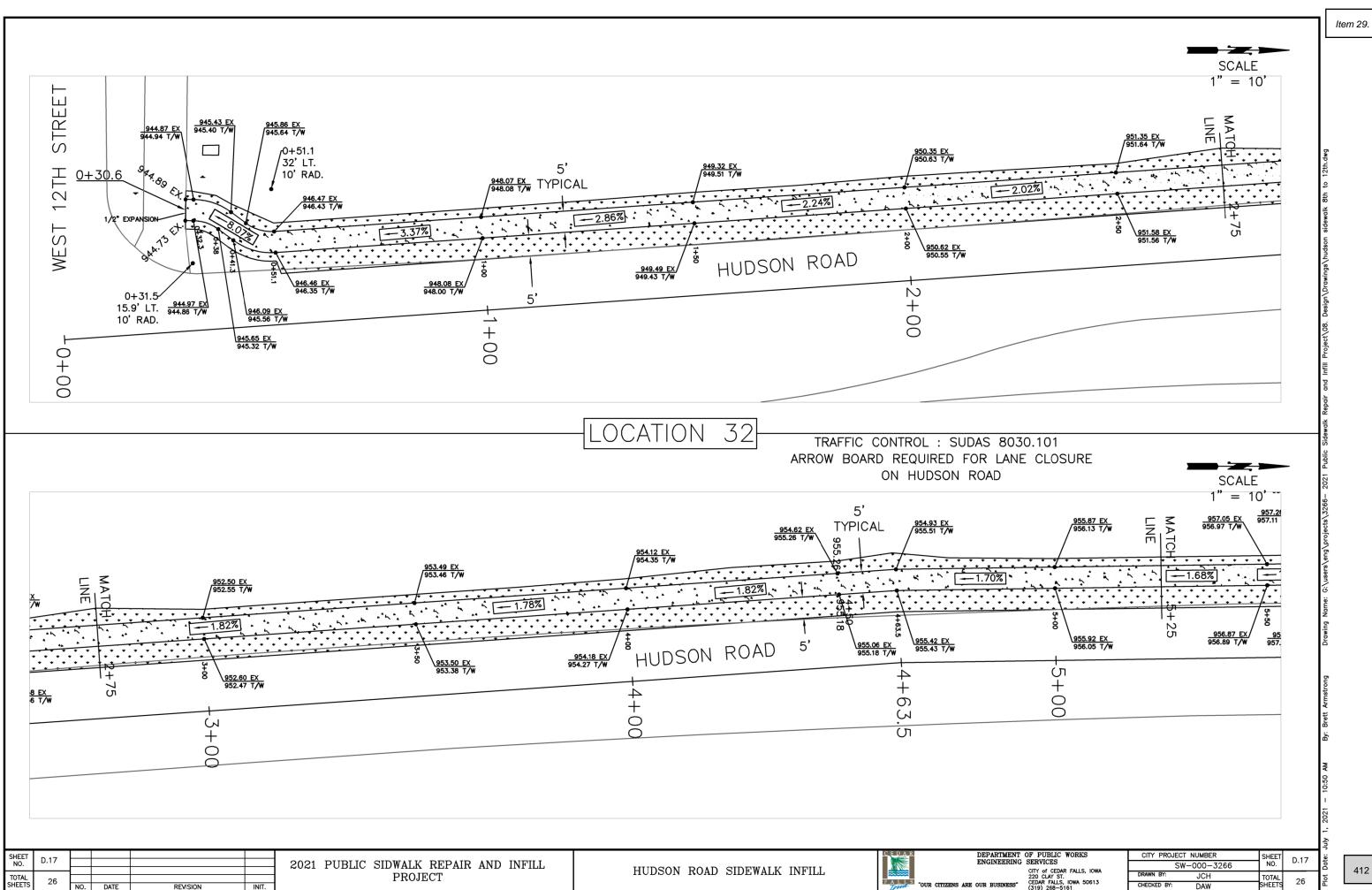
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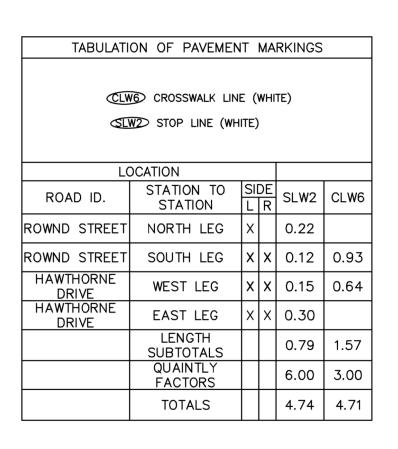


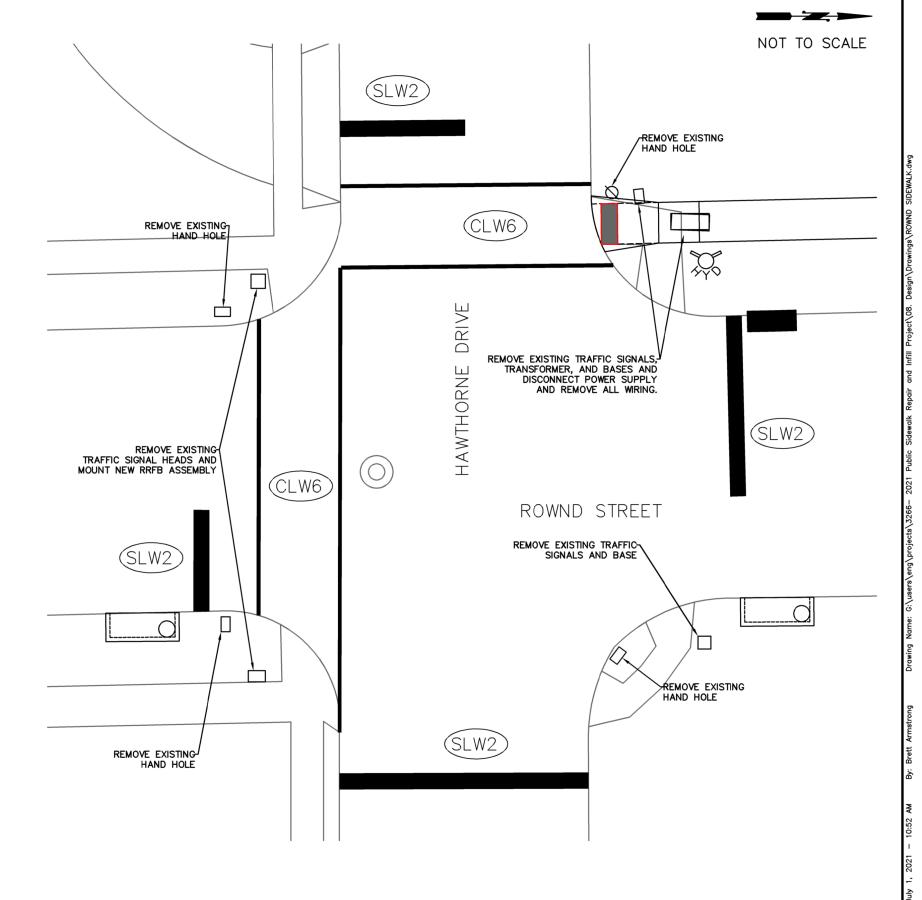




CHECKED BY:

Item 29.





2021 PUBLIC SIDWALK REPAIR AND INFILL PROJECT

RRFB INSTALLATION, PAINTED PAVEMENT MARKINGS & SIGNAGE

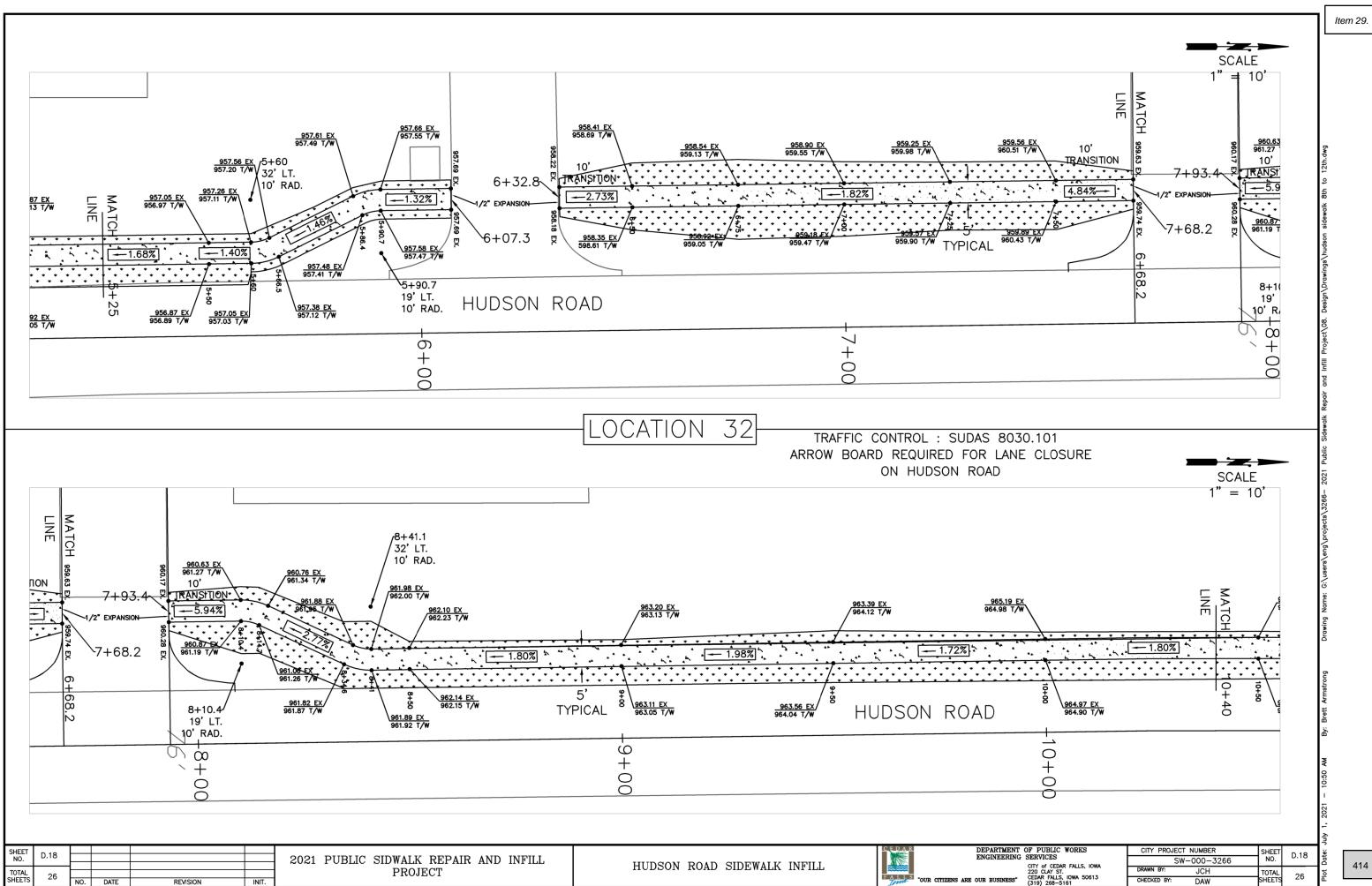
DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF CEDAR FALLS, IOWA 220 CIAY 51.

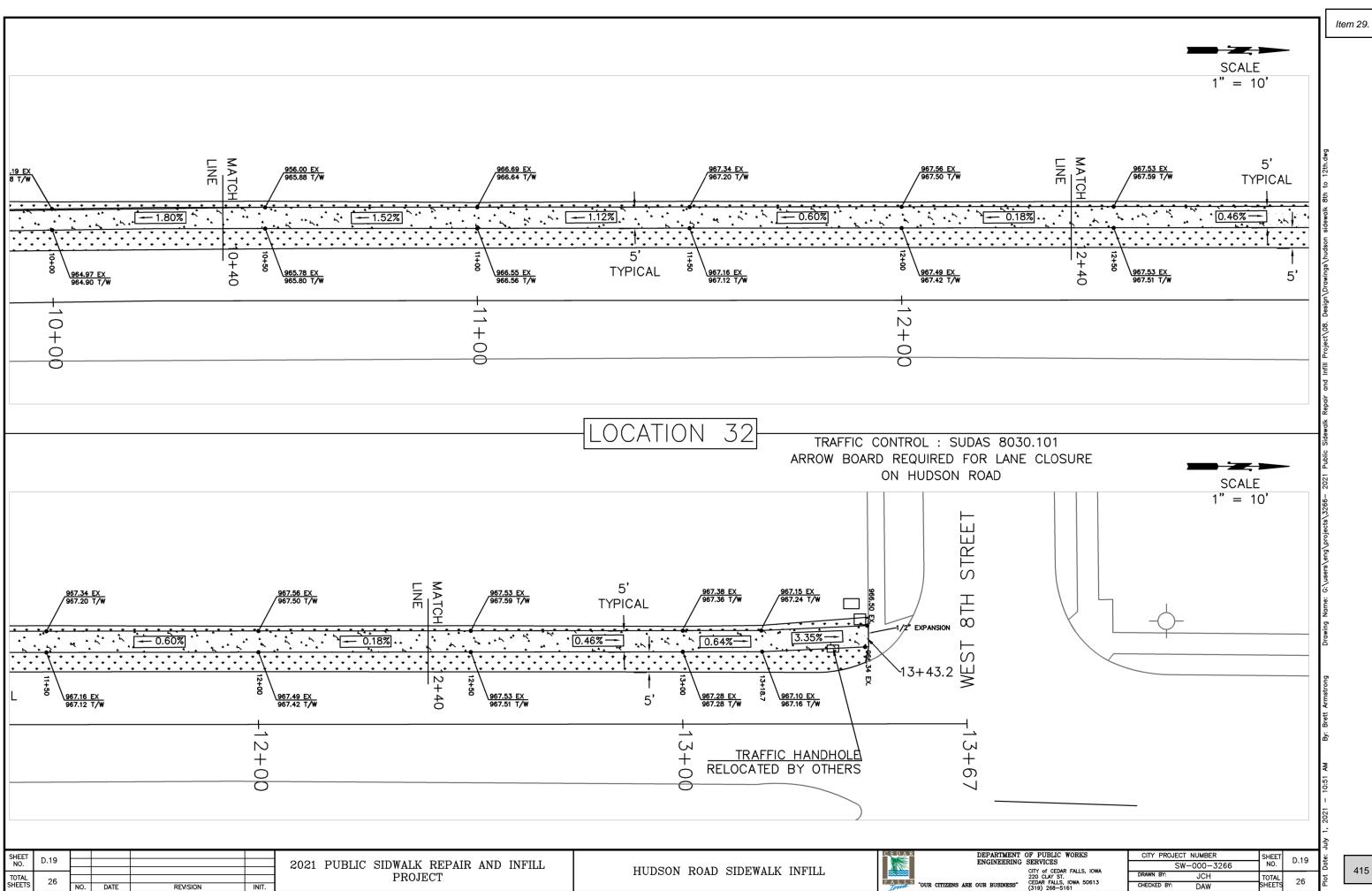
OUR CITIZENS ARE OUR BUSINESS"

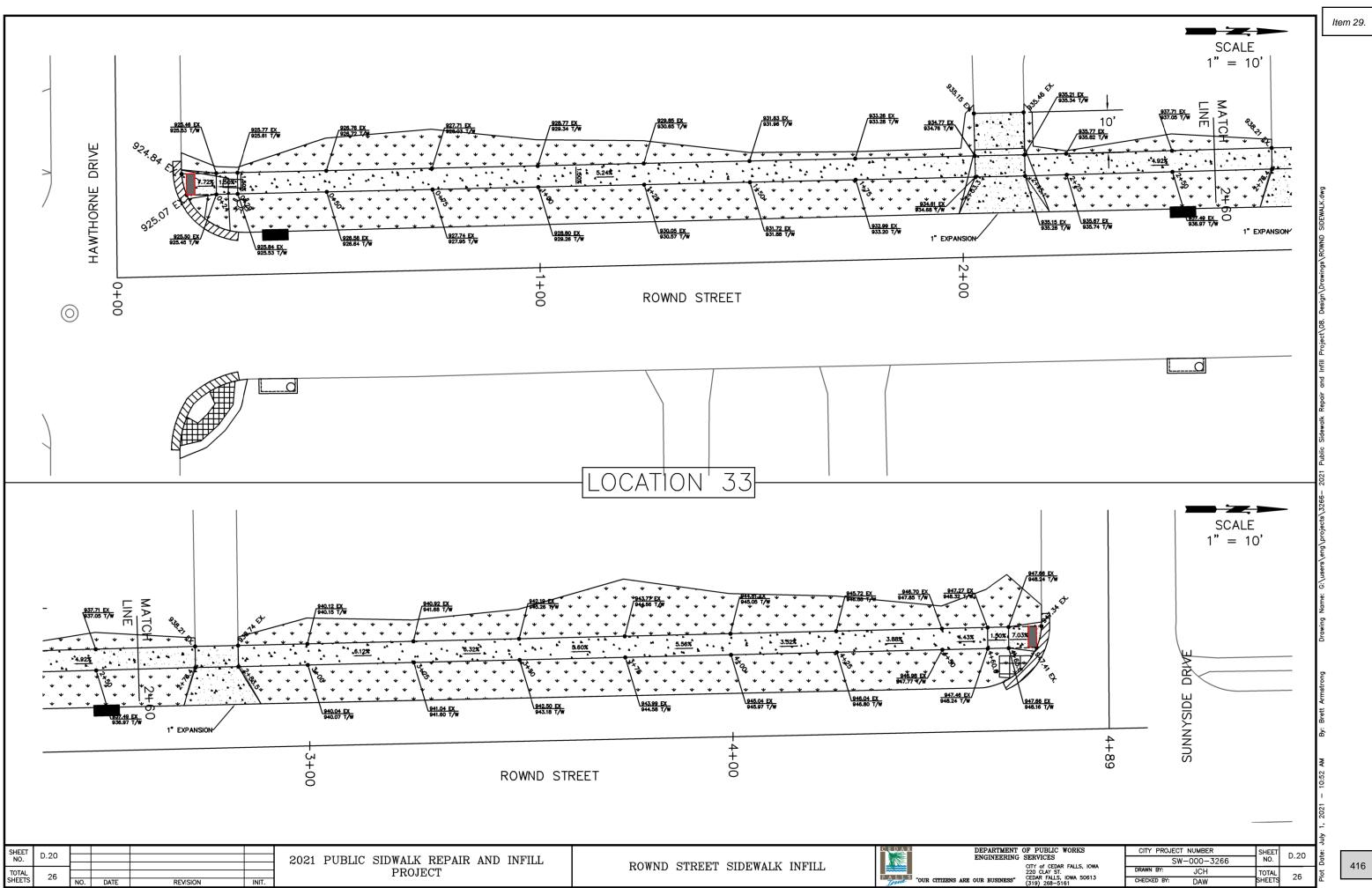
DEPARTMENT OF PUBLIC WORKS
SERVICES
CITY OF CEDAR FALLS, IOWA 50613 (319) 268–5161

CITY PROJECT NUMBER SHEET NO. 1

DRAWN BY: JCH TOTAL CHECKED BY: DAW SHEETS 26









### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

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

FROM: Brett Armstrong, Civil Engineer I

**DATE:** July 1, 2021

SUBJECT: 2021 Sidewalk Assessment Project – Zone 4

SW-000-3237

Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Sidewalk Assessment Project – Zone 4.

We recommend setting Monday, July 19th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday. July 27th, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 7, 2021. The Plans and Specifications will be ready for distribution to contractors on July 7, 2021 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with interest.

The total estimated cost for the construction of this project is \$62,813.08.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or at the Engineering Division of the Department of Community Development.

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

### BID TABULATION

### 2021 SIDEWALK ASSESSMENT PROJECT CITY PROJECT NO. SW - 000 - 3237

### Base Bid

| ITEM<br>NO. | DESCRIPTION                                     | UNIT | UNIT<br>PRICE | QUANTITY | TOTAL<br>COST |
|-------------|-------------------------------------------------|------|---------------|----------|---------------|
| 1           | REMOVE SIDEWALK, P.C.C.                         | S.Y. | \$20.00       | 687.0    | \$13,739.33   |
| 2           | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH | S.Y. | \$55.00       |          | . ,           |
| 3           | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH | S.Y. | \$54.00       | 113.42   | \$6,124.80    |
| 4           | TOPSOIL, FURNISH AND SPREAD                     | S.F. | \$80.00       | 49.90    | \$3,992.00    |
| 5           | SEEDING, FERTILIZING AND MULCHING               | S.F. | \$1.00        | 2412.0   | \$2,412.00    |
| 6           | TRAFFIC CONTROL                                 | L.S. | \$5,000.00    | 1.0      | \$5,000.00    |

**TOTAL PROJECT ESTIMATE** 

\$62,813.08

# PROJECT SPECIFICATIONS FOR 2021 SIDEWALK ASSESSMENT PROJECT

Project SW-000-3237 Cedar Falls, Iowa

#### **ENGINEER'S CERTIFICATION**



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

Date: 7/1/2021

David Wicke, P.E. lowa License No. 25684 My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 1 thru 25.

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### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at: www.cedarfalls.com/designstandards

### **DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

## NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2021 SIDEWALK ASSESSMENT PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2021 SIDEWALK ASSESSMENT PROJECT in said City at 7:00 p.m. on the 19th day of July, 2021, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, IA.

Said Plans, Specifications, Form of Contract and estimated total cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or the estimated cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

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

City Clerk

City of Cedar Falls, Iowa

### NOTICE TO BIDDERS 2021 SIDEWALK ASSESSMENT PROJECT IN THE CITY OF CEDAR FALLS, IOWA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received for City Project Number SW-000-3237 at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 23rd day of July, 2021.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 23rd day of July, 2021 in the City Council Chambers at City Hall, 220 Clay Street Cedar Falls, lowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 2nd day of August, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within thirty (30) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05.

<u>Contract Documents</u>: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Wednesday, July 7th, 2021 at no cost by clicking on the "Bid Opportunities" link at <a href="www.cedarfalls.com">www.cedarfalls.com</a> and choosing the **2021 Sidewalk Assessment** project from the list. Project information, Engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at <a href="www.QuestCDN.com">www.QuestCDN.com</a>.

Contact Brett Armstrong for any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: brett.armstrong@cedarfalls.com. QuestCDN reference number 7912538.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows: Brett Armstrong Cedar Falls Engineering Department 220 Clay Street Cedar Falls, IA 50613 brett.armstrong@cedarfalls.com Brett.Armstrong@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer

<u>Preference for Iowa Products and Labor</u>: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with lowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and these specifications.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA BY:\_\_\_\_\_\_ Jacqueline Danielsen, MMC City Clerk

### **DIVISION 1 – Instruction to Bidders**

The work comprising the 2021 Sidewalk Assessment Project shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified be the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

#### 01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 Sidewalk Assessment Project

Project No. SW-000-3237

### 02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous

firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

### 03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications and proposal forms may be obtained from the office of the City Engineer .Plans specifications and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

### 04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

### 05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All

signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, lowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal for: 2021 Sidewalk Assessment Project

Project No. SW-000-3237

### FORM OF PROPOSAL 2021 SIDEWALK ASSESSMENT PROJECT PROJECT NO. SW-000-3237 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_\_\_\_\_have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 SIDEWALK ASSESSMENT 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 lowa, 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, lowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

|             |                                      | Item               | Unit Price | Amount |
|-------------|--------------------------------------|--------------------|------------|--------|
| Item<br>No. | Description                          | Quantity and Units |            |        |
| 1           | Remove Sidewalk,<br>P.C.C.           | 6182.7 S.Y.        |            |        |
| 2           | Sidewalk ,P.C.C., Class "C", 4-Inch  | 5161.9 S.Y.        |            |        |
| 3           | Sidewalk , P.C.C., Class "C", 6-inch | 1020.8 S.Y.        |            |        |
| 4           | Topsoil, Furnish and Spread          | 49.81 C.Y.         |            |        |

| 5 | Seeding, Fertilizing, and Mulching | 2554.0 S.F. |    |  |  |
|---|------------------------------------|-------------|----|--|--|
| 6 | Traffic Control                    | 1.0 L.S.    | S. |  |  |
|   |                                    | Total Bid   |    |  |  |

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

| Bid   | Security                  | in      | the   | sum      | of _     |                 |                |            |       | in the        | form     | of  |
|-------|---------------------------|---------|-------|----------|----------|-----------------|----------------|------------|-------|---------------|----------|-----|
|       |                           |         |       |          |          |                 |                |            | in    | accordance    | with     | the |
| Instr | ructions to               | Bid     | ders. |          |          |                 |                |            |       |               |          |     |
| The   | bidder is p               | orep    | ared  | to sub   | mit a fi | nancial an      | d experience   | e statemer | nt up | on request.   |          |     |
| The   | bidder ha                 | s red   | eive  | d the fo | ollowin  | g Addendu       | ım or Adden    | da:        |       |               |          |     |
| Add   | endum No                  | ).      |       |          |          | _ Date          |                |            |       |               |          |     |
| The   | bidder ha                 | s fille | ed in | all bla  | nks on   | —<br>this Propo | sal.           |            |       |               |          |     |
|       | e: The Per<br>ne of bidde | •       | for m | naking   | false s  | tatements       | in offers is p | rescribed  | in 18 | 8 U.S.A., Sec | ction 10 | O1. |
|       |                           |         |       |          |          |                 | Ву             |            |       |               |          |     |
| Offic | cial Addres               | SS      |       |          |          |                 | Title          |            |       |               |          |     |

### **BID BOND**

|                         | W ALL MEN BY THESE PRESENTS, that we                                                                                                                                                       |                                                                               |                                                                                                                  |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| penal<br>State<br>succe | , as Principal, and rety are held and firmly bound unto the City of sum ofs, for the payment of which sum will and truly bessors, jointly and severally, firmly by these profit the day of | Dollars (\$<br>be made, we bind ourselves, or<br>esents. Whereas the Principa | ) lawful money of the United<br>ur heirs, executors, administrators, and<br>I has submitted the accompanying bid |
| NOW                     | THEREFORE,                                                                                                                                                                                 |                                                                               |                                                                                                                  |
| (a)                     | If said Bid shall be rejected, or in the altern                                                                                                                                            | nate,                                                                         |                                                                                                                  |
| (b)                     | If said Bid shall be accepted and the Princip<br>furnish a bond for the faithful performance<br>or furnishing materials in connection therew<br>the acceptance of said Bid,                | of said contract, and for the pa                                              | ayment of all persons performing labor                                                                           |
| agree                   | this obligation shall be void, otherwise the sared that the liability of the Surety for any and all dation as herein stated.                                                               |                                                                               |                                                                                                                  |
| susta                   | tue of statutory authority, the full amount of thi ined in the event that the Principal fails to fications or by law.                                                                      |                                                                               |                                                                                                                  |
| no wa                   | Surety, for value received, hereby stipulates an<br>ay impaired or affected by any extension of the<br>act; and said Surety does hereby waive notice                                       | time within which the Obligee                                                 |                                                                                                                  |
| are co                  | ITNESS WHEREOF, the Principal and the Subproporations, have caused their corporate seals rs this day of                                                                                    | s to be hereto affixed and thes                                               |                                                                                                                  |
|                         |                                                                                                                                                                                            | Principal                                                                     | (Seal)                                                                                                           |
|                         |                                                                                                                                                                                            | Ву                                                                            | (Title)                                                                                                          |
| Witne                   | ess                                                                                                                                                                                        | Surety                                                                        | (Seal)                                                                                                           |
|                         |                                                                                                                                                                                            | Ву                                                                            |                                                                                                                  |
| Witne                   | ess                                                                                                                                                                                        |                                                                               | Attorney-in-fact                                                                                                 |

### **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER** PROJECT NO. SW-000-3237

| STATE                                                                             | OF                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OFss                                                                       |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                   |                                                                                                                                                                                                                                                                                           | , being f                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | irst duly sworn, deposes and says that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (1)                                                                               | We are                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ( )                                                                               | (owner, partne                                                                                                                                                                                                                                                                            | r, officer, re                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | presentative, or agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                   | , tł                                                                                                                                                                                                                                                                                      | ne Bidder tha                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | at has submitted the attached bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| (2)<br>circum                                                                     | We are fully informed respecting such bid:                                                                                                                                                                                                                                                | ng the prepa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | aration and contents of the attached bid and of all pertinent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (3)                                                                               | Such bid is genuine and is not                                                                                                                                                                                                                                                            | a collusive c                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | or sham bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| indirect for which in any in other Education overhed conspile person (5) conspile | in interest, including this affiantly, with any other Bidder, firm or ch the attached bid has been submanner, directly or indirectly, sour Bidder, firm or person to fix the pad, profit or cost element of the racy, connivance, or unlawful againterested in the proposed Confirmation. | t, has in any person to submitted or to a ught by agree price or price bid price greement and tract; and the attached reement on the stract of | rs, partners, owners, agents, representatives, employees or y way colluded, conspired, connived or agreed, directly or ubmit a collusive or sham bid in connection with the Contract refrain from bidding in connection with such Contract, or has ement or collusion or communication or conference with any es in the attached bid or of any other Bidder, or, to fix any of any other Bidder, or to secure through any collusion, by advantage against the City of Cedar Falls, Iowa, or any labid are fair and proper and are not tainted by a collusion, the part of the Bidder or any of its agents, representatives, this affiant. |
|                                                                                   |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                   |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                   |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | riue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Subscr                                                                            | ribed and sworn to before me                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| this                                                                              | day of                                                                                                                                                                                                                                                                                    | _, 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Title                                                                             |                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| My Co                                                                             | mmission expires                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

# **Bidder Status Form**

| To be complet                                                    | ted by all bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Part A                   |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Please answer "Ye                                                | es" or "No" for each of the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| Yes   No<br>  Yes   No<br>  Yes   No<br>  Yes   No<br>  Yes   No | My company is authorized to transact business in lowa. (To help you determine if your company is authorized, please review the worksheet on the new My company has an office to transact business in lowa. My company's office in lowa is suitable for more than receiving mail, telephone calls, and e-m My company has been conducting business in lowa for at least 3 years prior to the first requestids on this project. My company is not a subsidiary of another business entity or my company is a subsidiary of a business entity that would qualify as a resident bidder in lowa.  If you answered "Yes" for each question above, your company qualifies as a resident bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ail.<br>st for<br>nother |
|                                                                  | complete Parts B and D of this form.  If you answered "No" to one or more questions above, your company is a nonresident bidder. complete Parts C and D of this form.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Please                   |
| To be complet                                                    | ted by resident bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Part B                   |
| My company has                                                   | maintained offices in lowa during the past 3 years at the following addresses:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| Dates:/_                                                         | /to/Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
|                                                                  | City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| Dates:/_                                                         | /to/Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
|                                                                  | City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| Dates:/_                                                         | /to/Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| You may attach ac                                                | dditional sheet(s) if needed. City, State, Zip:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| To be complet                                                    | ted by non-resident bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Part C                   |
| Name of home                                                     | e state or foreign country reported to the Iowa Secretary of State:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |
| Does your con                                                    | npany's home state or foreign country offer preferences to bidders who are residents?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | es No                    |
| If you answere<br>and the appropria                              | ed "Yes" to question 2, identify each preference offered by your company's home state or foreign<br>te legal citation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | n country                |
|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
|                                                                  | You may attach additional shee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | et(s) if needed.         |
| To be complet                                                    | ted by all bidders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Part D                   |
|                                                                  | tatements made on this document are true and complete to the best of my knowledge and I knowle | ow that my               |
| Firm Name:                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| Signature:                                                       | Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa 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 lowa. Yes No My business is currently registered as a contractor with the lowa 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 lowa for lowa income tax purposes. Yes No My business is an active corporation with the lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. My business is a limited partnership or limited liability limited partnership which has filed a Yes No certificate of limited partnership in this state, and has not filed a statement of termination. My business is a limited partnership or a limited liability limited partnership whose certificate of ☐ Yes ☐ No limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate

309-6001 02-14

has not been revoked or canceled

# FORM OF CONTRACT

| This Contrac | t entered into in <u>quadr</u> | <u>uplicate</u> at Cedar Falls, Iowa, this | day of     |
|--------------|--------------------------------|--------------------------------------------|------------|
| , 2021,      | by and between the C           | ity of Cedar Falls, Iowa, hereinafter      | called the |
| Owner, and   | of                             | , hereinafter called the Co                | ontractor. |
| WITNESSETH:  |                                |                                            |            |

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3237 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6<sup>th</sup> day of July, 2021 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. SW-000-3164 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in <u>quadruplicate</u> on the date first herein written

| written.                                |                              |
|-----------------------------------------|------------------------------|
|                                         | Contractor                   |
|                                         | CITY OF CEDAR FALLS, IOWA    |
|                                         | By<br>Robert M. Green, Mayor |
| Attest:                                 |                              |
| Jacqueline Danielsen, MMC<br>City Clerk |                              |

# **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

# 01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred percent (100%) of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

# 02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate their operations with those of other Contractors working within the same area of the following project:

- 1) Public Works garbage collection operations
- Street Reconstruction/Restoration 2021
- 3) Cedar Falls Util. Co. electrical, communications, gas & water main projects

# 03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them.

# 04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all disposal sites. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

# 05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty percent (50%) of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

# 06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten calendar days after the date set forth in the written notice to proceed and shall be completed within thirty (30) working days of notice to proceed.

# 07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the working days.

# 08 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

# 09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one hundred dollars (\$300.00) per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

# 10 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material, men and laborers have been paid.

# 11 Pollution Prevention Plan

# 1. Project Description

This project shall consist of the installation of concrete sidewalks. This project encompasses Eighty Seven (87) various locations within the city.

## 2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

- 1. Execute Contractor's part of the pollution prevention plan as described.
- Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

### 3. Certification Statement

# N.P.D.E.S. CERTIFICATION PROJECT NO. SW - 000 - 3204

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

# 12 Method of Measurement

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 SIDEWALK ASSESSEMENT PROJECT in accordance with the 2021 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

# <u>Item No. 5 - Seeding, Fertilizing, and Mulching</u>

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

# 13 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

# Item No. 5 - Seeding, Fertilizing, and Mulching

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

# **DIVISION 4 - Supplemental Plans and Specifications**

All work shall be constructed as specified in the Contract documents for the 2021 Sidewalk Assessment Project in accordance with the 2021 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

# <u>Item No. 6 - Traffic Control</u>

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

CHASE SCHRAGE

DIRECTOR, PUBLIC WORKS

KELLY DUNN

Rob Green COUNCIL PERSONS Frank Darrah Susan deBuhr Simon Harding Daryl Kruse Mark Miller Dave Sires

DAVID A. WICKE, P.E. CITY ENGINEER

RON S. GAINES, P.E. CITY ADMINISTRATOR

# DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY PROJECT NUMBER

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2021 SIDEWALK ASSESSMENT PROJECT

PROJECT NO. SW-000-3237

PREPARED BY THE CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS CITY OF CEDAR FALLS, IOWA JULY, 2021

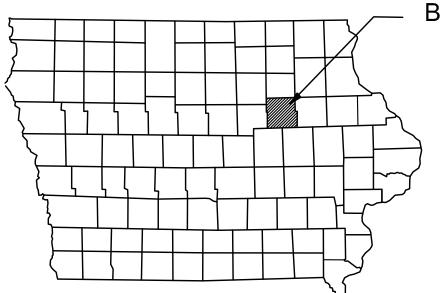
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

|             | INDEX OF SHEETS                                 |  |  |
|-------------|-------------------------------------------------|--|--|
| SHEET NO.   | DESCRIPTION                                     |  |  |
| A.01        | TITLE SHEET, LOCATION SHEET                     |  |  |
| A.02 - A.03 | LOCATION MAPS                                   |  |  |
| B.01        | TYPICAL DETAILS                                 |  |  |
| C.01 - C.04 | GENERAL NOTES, ESTIMATED QUANTITIES,            |  |  |
|             | ESTIMATE REFERENCE, REPAIR LOCATION TABULATIONS |  |  |
| D.01 - D.34 | REPAIR LOCATIONS                                |  |  |

## 2020 EDITION URBAN STANDARD SPECIFICATIONS

| NUMBER    | DATE     | IDENTIFICATION         |
|-----------|----------|------------------------|
| 7030.201  | 10/20/15 | CLASSES OF SIDEWALK    |
| 9010.202A | CURRENT  | URBAN SEEDING MIXTURES |

BLACK HAWK CO.



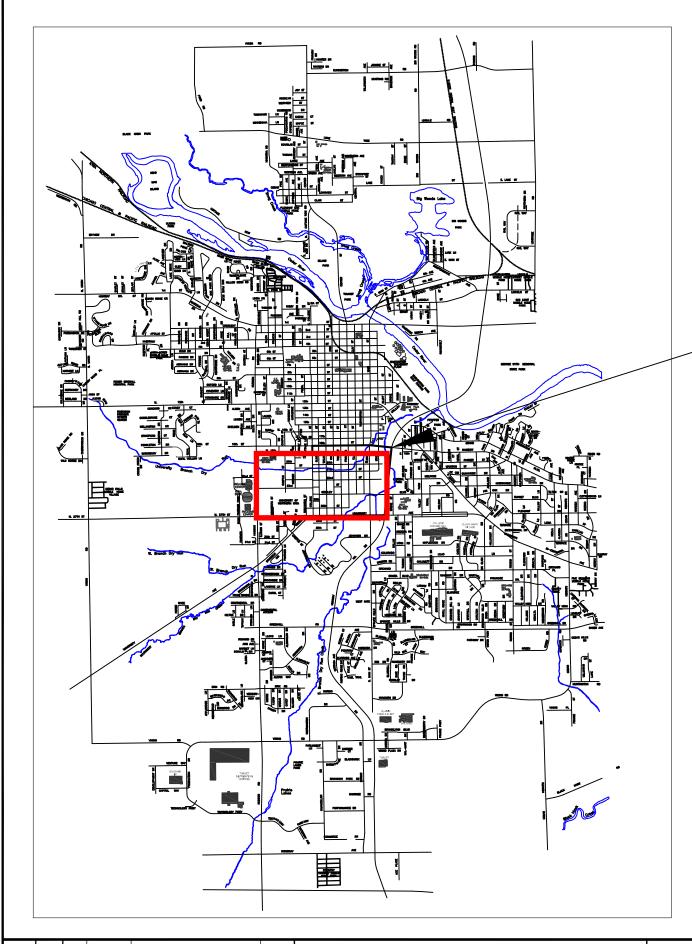


# ENGINEER'S CERTIFICATION I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF 10MA. DAVID A. WICKE 25684 DAVID A. WICKE, P.E. PAGES OR SHEETS COVERED BY THIS SEAL:

IA. LIC. NO. 25684 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

A.01-A.02, B.01, C.01-C.04, D.01-D.34





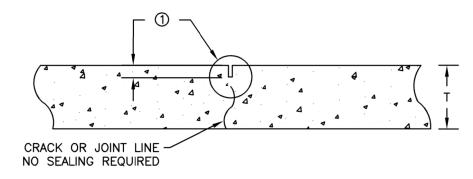
-ZONE 4: LOCATIONS 1-176

2021 SIDEWALK ASSESSMENT

FALLS OUR CITIZE

LOCATION MAP

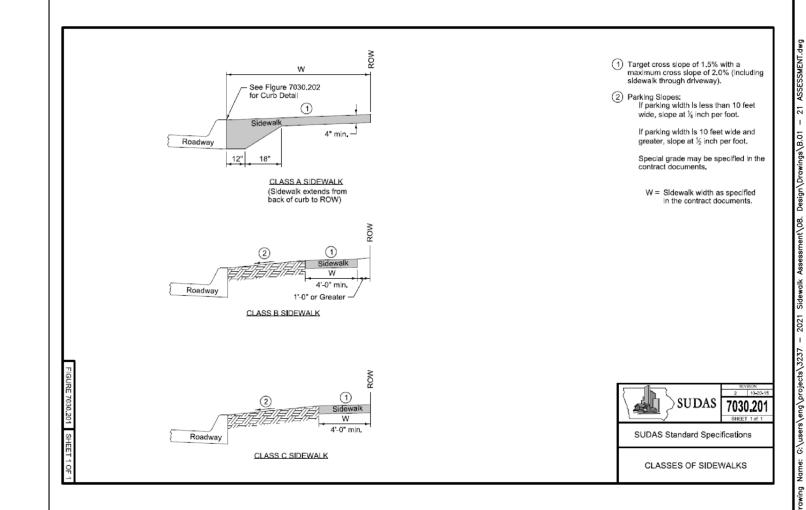
DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY of CEDAR FALLS, IOWA 220 CLAY ST.



# <u>"C" CONTRACTION JOINT</u> FOR REC. TRAIL AND SIDEWALK — TYPICAL

(NOT TO SCALE)

DEPTH OF "C" JOINT (CONTRACTION JOINT) IS T/4 FOR SIDEWALKS AND BIKE TRAIL. LOCATION TO BE DETERMINED IN THE FIELD. FOR HANDICAP RAMPS BEGIN FLARE AT "C" JOINT. "C" JOINTS FOR BIKE TRAIL AND SIDEWALK WILL NOT BE SEALED.



ALLS OUR CITIZ

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY 51.
CEDAR FALLS, IOWA 50613
(3)9 268-5161

- 1. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT- THE CONTRACTOR SHALL RESTRICT ALL OPERATION TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE IN WRITING.
- 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A WASTE AREA OR DISPOSAL SITE FOR ASPHALT, BRICK, AND BROKEN CONCRETE. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. ALL DISPOSAL SITES TO BE APPROVED BY THE OWNER'S REPRESENTATIVE. SEE GENERAL NOT NUMBER 16.
- 3. THE CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 4. IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR SHALL EXCERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING FOR THE PROPOSED SIDEWALK AND PAVEMENT REMOVAL. ALL BREAKING OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND AT THE CONTRACTOR'S EXPENSE. ALL SAW CUTTING NECESSARY FOR P.C.C. SIDEWALK, AND CURB AND GUTTER REMOVALS SHALL BE FULL DEPTH AND SHALL BE CONSIDERED INCIDENTAL.
- 5. THE OWNER'S REPRESENTATIVE WILL FURNISH THE REQUIRED STAKES AND BENCH MARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN STAKES AND REPORT ANY DAMAGE TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. ANY SURVEY STAKES OR MARKS THAT ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE
- 6. UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND / OR FIELD SURVEYS. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATION AND ELEVATION OF THESE AND OTHER ADDITIONAL FACILITIES THAT MAY EXIST BUT ARE NOT SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE THE NECESSARY ADJUSTMENTS. NO DIRECT PAYMENT SHALL BE MADE FOR WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
- 7. PROJECT SCHEDULE THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR APPROVALTO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK ON THE PROJECT.

- 8. THE CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION
- 9. THE CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE OWNER'S REPRSENTATIVE.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO STREETS.
- 11. TOPSOIL REPLACEMENT AND SHAPING FOR SEEDING SALL BE INCIDENTAL TO BID ITEM NO. 8. ALL HOLES, DREPRESSIONS AND RIVULETS SHALL BE FILLED IN AND BROUGHT TO A SMOOTH GRADE. ALL STICKS, BRANCHES, STONES OR DEBRIS ON THE SURVACE WHICH WILL INTERFERE WILL SEEDING, SHALL BE PIICKED UP AND REMOVED.
- A. URBAN SEED MIX 4.5 LBS. PER 1000 SQ. FT. 66.7% KENTUCKY BLUEGRASS 20.5% FINE LEAFED PERENNIAL REYGRASS 12.8% RED FESCUE A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS HIGH PERCENTAGES OF SIMILAR BLUEGRASS,
- 12. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) SHALL APPLY FOR TEMPORARY TRAFFIC CONTROL. CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO OTHER ITEMS. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE BASE SPECIFICATIONS.
- 13. THE CONTRACTOR SHALL NOT DISTRUB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THE AREAS FOR STORAGE MATERIALS.
- 14. UTILITY CONTACT PERSON\*:

A. CEDAR FALLS UTILITIES

F. CEDAR FALLS POLICE DEPARTMENT

- GAS JERALD LUKENSMEYER 319-268-5330 ELECTRIC JOHN OSTERHAUS 319-268-5298 COMMUNICATIONS MIKE SMITH 319-268-5224 WATER TRAVIS SCHRAGE 319-268-5336 B. CENTURYLINK **BRENT GIESE** 563-355-2592 C. MEDIACOM **KEVIN PARKER** 319-240-4937 D. WINDSTREAM **FELICIA HODGES** 501-748-4743 E. CEDAR FALLS WATER RECLAMATTION MIKE NYMAN 319-273-8633
- \* CONTRACTOR MUST CALL IOWA ONE CALL (1-800-292-8989) FOR ALL UTILITY LOCATION REQUEST.

15. UNLESS OTHERWISE DIRECTED OR AUTHORIZED BY THE OWNER'S REPRESENTATIVE. ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:

- A. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
- B. DISPOSE OF IN A LICENSED LANDFILL
- C. DISPOSE OF AT AN APPROVED A.C. CONTRETE RECYCLING FACILITY.
- 16. VERTICAL PANELS ARE REQUIRED DURING CONSTRUCTION. TYPE 1 BARRICADES ARE REQUIRED AFTER PLACEMENT OF P.C. CONCRETE AND SHALL REMAIN IN PLACE UNTIL P.C. CONTRETE HAS CURED AND HAS BEEN BACKFILLED.
- 17. CONTRACTOR SHALL PROVIDE OWN SANITARY FACILITIES AS REQUIRED.
- 18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS WITH THE PROJECT LIMITS ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT ACTIVITY. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.

2021 SIDEWALK ASSESSMENT

319-273-8612

ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

CITY PROJECT NUMBER SW-000-3237 TOTAL CHECKED BY:

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimated Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision

| ITEM NO. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | ALL SIDEWALKS REMOVED WILL BE TAKEN TO THE NEAREST EXISTING JOINT. SEE GENERAL NOTES, NUMBER 2,4,10 & 16                                                                                                                                                                                                                                                       |
| 2,3      | COARSE AGGREGATE FOR P.C. CONCRETE SHALL BE CLASS II DURABILITY. TRANSVERSE JOINTS (C JOINTS) AND ALL EXPANSION JOINTS AS NOTED ON THE DRAWINGS, SHALL BE INCIDENTAL TO THIS ITEM. SEE DETAIL SHEET B.01. SEE GENERAL NOTES NUMBER 9 & 17. TIE INTO EXISTING SIDEWALK WITH #4 BAR 24" LONG EMBEDDED 9" AT 24" SPACING INCIDENTAL TO ITEM.                      |
| 4        | THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE ENGINEER. ANY AREAS DISTURBED BEYOND THE CONTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS AND ANY LARGE CLODS SHALL BE BROKEN UP OR REMOVED PRIOR TO SEEDING. THE DEPTH OF THE TOPSOIL 6 INCHES. SEE GENERAL NOTE NO. 11 |
| 5        | THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE ENGINEER. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SEE GENERAL NOTES, NUMBER 11.                                                                                                                                         |
|          | A. URBAN SEED MIX – 4 LBS. PER 1000 SQ. FT. 30% KENTUCKY BLUEGRASS 40% FINE LEAFED PERENNIAL RYEGRASS 30% RED FESCUE A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS HIGH PERCENTAGES OF SIMILAR BLUEGRASS.                                                                                                                                                    |
| 6        | SEE GENERAL NOTES 12 & 17. ALL TRAFFIC CONTROL SHALL COMPLY WITH PART VI, STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENTAL MANAGEMENT OPERATIONS. (PART VI, MUTCD) 2009.                                                                                                                    |

|             | ESTIMATED QUANTITIES                            |      |                       |  |  |  |
|-------------|-------------------------------------------------|------|-----------------------|--|--|--|
| ITEM<br>NO. | DESCRIPTION                                     | UNIT | ESTIMATED<br>QUANTITY |  |  |  |
| 1           | REMOVE SIDEWALK, P.C.C.                         | S.Y. | 6182.7                |  |  |  |
| 2           | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH | S.Y. | 5161.9                |  |  |  |
| 3           | SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH | S.Y. | 1020.8                |  |  |  |
| 4           | TOPSOIL, FURNISH AND SPREAD                     | C.Y. | 49.81                 |  |  |  |
| 5           | 5 SEEDING, FERTILIZING AND MULCHING             |      | 2554.0                |  |  |  |
| 6           | TRAFFIC CONTROL                                 | L.S. | 1.0                   |  |  |  |

NOTE:

QUANTITIES MAY INCREASE OR DECREASE IN THE FIELD. SEE TABULATION SHEETS C.O3 TO C.O4 AND LOCATION SHEETS D.O1 TO D.27. LOCATIONS CROSSED OUT OR LINED THROUGH MAY BE ADDED IF PROPERTY OWNERS HAVE NOT COMPLETED WORK BY THE TIME OF CONSTRUCTION. OTHER AREAS MY BE SUBTRACTED IF THE PROPERTY OWNERS HAVE COMPLETED WORK AFTER THESE PLANS HAVE BEEN COMPLETED.

| TOTAL SHEETS 42 NO. DATE REVISION II | INIT. |
|--------------------------------------|-------|

2021 SIDEWALK ASSESSMENT



ESTIMATE REFERENCE

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

CITY PROJECT NUMBER SW-000-3237 TOTAL SHEETS CHECKED BY:

| LOCATIO<br>N NO. | LOCATION                               | REMOVAL OF<br>SIDEWALK (S.F.) | REPLACE<br>SIDEWALK 4"<br>P.C.C. (S.F.) | REPLACE<br>SIDEWALK 6"<br>P.C.C. (S.F.) | TOPSOIL<br>FURNISH<br>&<br>SPREAD<br>(C.Y.) | SEEDING<br>(S.F.) |
|------------------|----------------------------------------|-------------------------------|-----------------------------------------|-----------------------------------------|---------------------------------------------|-------------------|
| 1                | 1915 Memer Avenue                      | 80.50                         | 80.50                                   | 0.00                                    | 0.595                                       | 32.20             |
| 2                | 1225 West 20th Street                  | 54.00                         | 20.00                                   | 34.00                                   | 0.299                                       | 8.00              |
| 3                | 1233 West 20th Street                  | 25.00                         | 25.00                                   | 0.00                                    | 0.323                                       | 10.00             |
| 4                | 1226 West 20th Street                  | 65.00                         | 65.00                                   | 0.00                                    | 0.521                                       | 26.00             |
| 5                | 2009 Merner Avenue                     | 20.00                         | 20.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 6                | 1203 West 22nd Street (Vacant Lot)     | 20.50                         | 20.50                                   | 0.00                                    | 0.301                                       | 8.20              |
| 7                | 1104 West 19th Street                  | 20.00                         | 20.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 8                | 916 West 19th Street                   | 46.00                         | 25.00                                   | 21.00                                   | 0.323                                       | 10.00             |
| 9                | 1903 College Street                    | 235.50                        | 155.00                                  | 80.50                                   | 0.965                                       | 62.00             |
| 10               | 1003 West 20th Street                  | 40.00                         | 40.00                                   | 0.00                                    | 0.398                                       | 16.00             |
| 11               | 1009 West 20th Street                  | 20.00                         | 0.00                                    | 20.00                                   | 0.000                                       | 0.00              |
| 12               | 2216 Merner Avenue                     | 20.00                         | 20.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 13               | 1804 College Street                    | 126.00                        | 126.00                                  | 0.00                                    | 0.822                                       | 50.40             |
| 14               | 1918 Walnut Street                     | 25.00                         | 0.00                                    | 25.00                                   | 0.000                                       | 0.00              |
| 15               | 804 West 18th Street                   | 25.00                         | 0.00                                    | 25.00                                   | 0.000                                       | 0.00              |
| 16               | 603 West 20th Street                   | 25.00                         | 0.00                                    | 25.00                                   | 0.000                                       | 0.00              |
| 17               | 1013 West 20th Street                  | 20.50                         | 0.00                                    | 20.50                                   | 0.000                                       | 0.00              |
| 18               | 1934 Memer Avenue                      | 25.00                         | 25.00                                   | 0.00                                    | 0.323                                       | 10.00             |
| 19               | 925 West 22nd Street (Vacent Lot)      | 128.50                        | 128.50                                  | 0.00                                    | 0.200                                       | 69.40             |
| 20               | 1003 West 22nd Street                  | 25.00                         | 25.00                                   | 0.00                                    | 0.323                                       | 10.00             |
| 21               | 1917 Tremont Street                    | 16.00                         | 16.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 22               | 1918 Iowa Street                       | 50.50                         | 50.50                                   | 0.00                                    | 0.449                                       | 20.20             |
| 23               | 1902 Iowa Street                       | 50.50                         | 50.50                                   | 0.00                                    | 0.449                                       | 20.20             |
| 24               | 1803 Franklin Street                   | 82.50                         | 82.50                                   | 0.00                                    | 0.605                                       | 32.80             |
| 25               | 1810 College Street                    | 25.50                         | 25.50                                   | 0.00                                    | 0.326                                       | 10.20             |
| 26               | 1816 College Street                    | 70.90                         | 20.40                                   | 50.50                                   | 0.575                                       | 30.40             |
| 27               | 1911 Olive Street                      | 16.80                         | 16.80                                   | 0.00                                    | 0.304                                       | 8.40              |
| 28               | 803 West 20th Street                   | 16.00                         | 0.00                                    | 16.00                                   | 0.000                                       | 0.00              |
| 29               | 1936 College Street                    | 80.50                         | 36.00                                   | 44.50                                   | 0.380                                       | 14.60             |
| 30               | 1932 College Street                    | 25.00                         | 25.00                                   | 0.00                                    | 0.323                                       | 10.00             |
| 31               | 1928 College Street                    | 89.00                         | 20.00                                   | 69.00                                   | 0.299                                       | 8.00              |
| 32               | 1904 Olive Street                      | 27.00                         | 27.00                                   | 0.00                                    | 0.333                                       | 10.80             |
| 33               | 1827 Franklin Street                   | 18.00                         | 18.00                                   | 0.00                                    | 0.289                                       | 7.20              |
| 34               | 1903 Franklin Street                   | 20.00                         | 20.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 35               | 1917 Franklin Street                   | 20.50                         | 20.50                                   | 0.00                                    | 0.301                                       | 8.20              |
| 36               | 123 East 18th Street                   | 92.40                         | 14.80                                   | 77.60                                   | 0.291                                       | 7.40              |
| 37               | 1911 Tremont Street                    | 16.00                         | 16.00                                   | 0.00                                    | 0.299                                       | 8.00              |
| 38               | 1905 State Street                      | 17.20                         | 0.00                                    | 17.20                                   | 0.000                                       | 0.00              |
| 39               | 1937 State Street                      | 35.20                         | 35.20                                   | 0.00                                    | 0.417                                       | 17.60             |
|                  |                                        | 27.50                         | 0.00                                    | 27.50                                   | 0.000                                       | 0.00              |
| 40               | 1921 State Street                      | 93.00                         | 20.50                                   | 72.50                                   | 0.301                                       | 8.20              |
| 41               | 205 East 18th Street                   | 25.00                         | 25.00                                   | 0.00                                    | 0.323                                       | 10.00             |
| 42               | 2010 Olive Street                      | 56.00                         | 56.00                                   | 0.00                                    | 0.323                                       | 22.40             |
| 43               | 2022 Olive Street 624 West 20th Street | 42.50                         | 42.50                                   | 0.00                                    | 0.410                                       | 17.00             |
|                  |                                        | 1 72.00                       | 72.00                                   | 0.00                                    | , U.TIU                                     | 1 17.00           |
| 44<br>45         | 604 West 20th Street                   | 37.00                         | 37.00                                   | 0.00                                    | 0.383                                       | 14.80             |

| 47 | 2004 Clay Street            | 28.00  | 0.00   | 28.00 | 0.000 | 0.00  |
|----|-----------------------------|--------|--------|-------|-------|-------|
| 48 | 1810 Franklin Street        | 19.50  | 19.50  | 0.00  | 0.296 | 7.80  |
| 49 | 1822 Franklin Street        | 41.50  | 41.50  | 0.00  | 0.405 | 16.60 |
| 50 | 1927 Clay Street            | 20.50  | 20.50  | 0.00  | 0.301 | 8.20  |
| 51 | 1931 Clay Street            | 19.50  | 19.50  | 0.00  | 0.296 | 7.80  |
| 52 | 1937 Clay Street            | 20.00  | 20.00  | 0.00  | 0.299 | 8.00  |
| 53 | 1816 Clay Street            | 81.50  | 81.50  | 0.00  | 0.602 | 32.60 |
| 54 | 1920 Clay Street            | 20.00  | 20.00  | 0.00  | 0.299 | 8.00  |
| 55 | 1901 Main Street            | 100.00 | 100.00 | 0.00  | 0.694 | 40.00 |
| 56 | 1907 Main Street            | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 57 | 1915 Main Street            | 51.00  | 51.00  | 0.00  | 0.452 | 20.40 |
| 58 | 1925 Main Street            | 50.00  | 0.00   | 50.00 | 0.000 | 0.00  |
| 59 | 1929 Main Street            | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 60 | 2010/2012 Washington Street | 41.60  | 41.60  | 0.00  | 0.457 | 20.80 |
| 61 | 2017 Main Street            | 25.00  | 0.00   | 25.00 | 0.000 | 0.00  |
| 62 | 2415 Franklin Street        | 43.00  | 19.50  | 23.50 | 0.296 | 7.80  |
| 63 | 115 East 20th Street        | 25.50  | 25.50  | 0.00  | 0.326 | 10.20 |
| 64 | 114 East 21st Street        | 56.00  | 0.00   | 56.00 | 0.000 | 0.00  |
| 65 | 521 West 22nd Street        | 39.50  | 0.00   | 39.50 | 0.000 | 0.00  |
| 66 | 2110 Franklin Street        | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 67 | 305 West 22nd Street        | 60.50  | 40.00  | 20.50 | 0.398 | 16.00 |
| 68 | 209 West 22nd Street        | 50.00  | 50.00  | 0.00  | 0.447 | 20.00 |
| 69 | 2120 Clay Street            | 23.00  | 23.00  | 0.00  | 0.314 | 9.20  |
| 70 | 2303 Olive Street           | 73.60  | 73.60  | 0.00  | 0.654 | 36.80 |
| 71 | 2304 Walnut Street          | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 72 | 410 West 22nd Street        | 20.00  | 20.00  | 0.00  | 0.299 | 8.00  |
| 73 | 2215 Franklin Street        | 25.00  | 0.00   | 25.00 | 0.000 | 0.00  |
| 74 | 2309 Franklin Street        | 24.50  | 24.50  | 0.00  | 0.321 | 9.80  |
| 75 | 2316 Tremont Street         | 20.00  | 20.00  | 0.00  | 0.299 | 8.00  |
| 76 | 2309 Clay Street            | 40.00  | 40.00  | 0.00  | 0.398 | 16.00 |
| 77 | 105/107 East 21st Street    | 52.50  | 52.50  | 0.00  | 0.459 | 21.00 |
| 78 | 2503 Franklin Street        | 25.50  | 25.50  | 0.00  | 0.326 | 10.20 |
| 79 | 2419 Franklin Street        | 44.50  | 44.50  | 0.00  | 0.420 | 17.80 |
| 80 | 818 Seerley Boulevard       | 164.00 | 164.00 | 0.00  | 1.010 | 65.60 |
| 81 | 804/806 Seerley Boulevard   | 143.50 | 143.50 | 0.00  | 0.909 | 57.40 |
| 82 | 2413 Olive Street           | 39.00  | 0.00   | 39.00 | 0.000 | 0.00  |
| 83 | 2404 Olive Street           | 146.90 | 146.90 | 0.00  | 1.040 | 68.00 |
| 84 | 2121 Olive Street           | 46.50  | 46.50  | 0.00  | 0.430 | 18.60 |
| 85 | 2128 College Street         | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 86 | 2109 Walnut Street          | 27.50  | 27.50  | 0.00  | 0.336 | 11.00 |
| 87 | 2115 Walnut Street          | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 88 | 2121 Walnut Street          | 19.50  | 19.50  | 0.00  | 0.296 | 7.80  |
| 89 | 2126/2128 Olive Street      | 45.50  | 45.50  | 0.00  | 0.425 | 18.20 |
| 90 | 2116 Olive Street           | 22.50  | 22.50  | 0.00  | 0.311 | 9.00  |
| 91 | 2104 Walnut Street          | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 92 | 2112 Walnut Street          | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
| 32 | Z i i Z vvaiiiul Olieel     |        |        | 1     |       |       |

| SHEET           |      |     |      |          |     |
|-----------------|------|-----|------|----------|-----|
| NO.             | C.03 |     |      |          |     |
|                 |      |     |      |          |     |
| TOTAL<br>SHEETS |      |     |      |          |     |
| CHIEFTO         | 42   |     |      |          |     |
| SHEETS          |      | NO. | DATE | REVISION | INI |
| SHEETS          |      | NO. | DATE | REVISION | INI |

2021 SIDEWALK ASSESSMENT

ESTIMATED QUANTITIES

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.

CUR BUSINESS\*

CUR FALLS, IOWA
250 CLAY ST.

COLOR FALLS, IOWA
260 CLAY ST.

COLOR FALLS, IOWA
260 CLAY ST.

COLOR FALLS, IOWA
261 CLAY
261 CLAY
262 CLAY
263 CLAY
263 CLAY
263 CLAY
263 CLAY
263 CLAY
264 CLAY
265 CLAY
265

SHEET C.03
TOTAL 42 CITY PROJECT NUMBER SW-000-3237

SY: DB

DBY: DW CHECKED BY:

| Item 3 | U. |
|--------|----|
|--------|----|

|           | 94   | 2117 Tremont Street     | 15.00  | 15.00  | 0.00  | 0.274 | 6.00  |
|-----------|------|-------------------------|--------|--------|-------|-------|-------|
|           | 95   | 503 West 22nd Street    | 95.00  | 95.00  | 0.00  | 0.669 | 38.00 |
|           | 96   | 2521 Walnut Street      | 75.00  | 75.00  | 0.00  | 0.570 | 30.00 |
|           | 97   | 2516 Olive Street       | 14.80  | 14.80  | 0.00  | 0.291 | 7.40  |
|           | 98   | 2422 Olive Street       | 41.50  | 41.50  | 0.00  | 0.405 | 16.60 |
|           | 99   | 2503 Iowa Street        | 45.00  | 45.00  | 0.00  | 0.422 | 18.00 |
|           | 100  | 317 West 22nd Street    | 76.00  | 76.00  | 0.00  | 0.575 | 30.40 |
|           | 101  | 2120 Franklin Street    | 24.50  | 24.50  | 0.00  | 0.321 | 9.80  |
|           | 102  | 2103 Washington Street  | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 103  | 205 West 22nd Street    | 25.50  | 25.50  | 0.00  | 0.326 | 10.20 |
|           | 104  | 2509 Iowa Street        | 68.00  | 68.00  | 0.00  | 0.536 | 27.20 |
|           | 105  | 423 West 26th Street    | 20.00  | 20.00  | 0.00  | 0.299 | 8.00  |
|           | 106  | 2610/2612 Walnut Street | 25.50  | 25.50  | 0.00  | 0.326 | 10.20 |
|           | 107  | 2616 Walnut Street      | 56.50  | 56.50  | 0.00  | 0.479 | 22.60 |
|           | 108  | 2311 Olive Street       | 32.00  | 32.00  | 0.00  | 0.398 | 16.00 |
|           | 109  | 710 West 22nd Street    | 25.50  | 25.50  | 0.00  | 0.326 | 10.20 |
|           | 110  | 2203 Walnut Street      | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 111  | 2322 Olive Street       | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 112  | 624 West 22nd Street    | 45.50  | 45.50  | 0.00  | 0.425 | 18.20 |
|           | 113  | 2215 Iowa Street        | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 114  | 611 Seerley Boulevard   | 26.50  | 26.50  | 0.00  | 0.331 | 10.60 |
|           | 115  | 621 Seerley Boulevard   | 62.00  | 62.00  | 0.00  | 0.506 | 24.80 |
|           | 116  | 309 Seerley Boulevard   | 128.50 | 128.50 | 0.00  | 0.835 | 51.40 |
|           | 117  | 321 Seerley Boulevard   | 44.00  | 44.00  | 0.00  | 0.417 | 17.60 |
|           | 118  | 2310 Franklin Street    | 20.00  | 0.00   | 20.00 | 0.000 | 0.00  |
|           | 119  | 224 West 22nd Street    | 76.00  | 76.00  | 0.00  | 0.575 | 30.40 |
|           | 120  | 210 West 22nd Street    | 23.50  | 23.50  | 0.00  | 0.316 | 9.40  |
|           | 121  | 2303 Washington Street  | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 122  | 2313 Washington Street  | 39.50  | 39.50  | 0.00  | 0.395 | 15.80 |
|           | 123  | 203 Seerley Boulevard   | 48.00  | 48.00  | 0.00  | 0.437 | 19.20 |
|           | 124  | 2322 Clay Street        | 84.80  | 84.80  | 0.00  | 0.640 | 35.60 |
|           | 125  | 2300 Clay Street        | 68.50  | 68.50  | 0.00  | 0.538 | 27.40 |
|           | 126  | 2210 Clay Street        | 50.00  | 50.00  | 0.00  | 0.447 | 20.00 |
|           | 127  | 404 Seerley Boulevard   | 21.00  | 21.00  | 0.00  | 0.304 | 8.40  |
|           | 128  | 2203 Main Street        | 82.50  | 82.50  | 0.00  | 0.607 | 33.00 |
|           | 129  | 2221 Main Street        | 21.00  | 21.00  | 0.00  | 0.304 | 8.40  |
|           | 130  | 2309 Main Street        | 28.00  | 0.00   | 28.00 | 0.000 | 0.00  |
| -         | 131  | 2323 Main Street        | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 132  | 2503 Olive Street       | 40.00  | 40.00  | 0.00  | 0.398 | 16.00 |
|           | 133  | 2509 Olive Street       | 20.50  | 0.00   | 20.50 | 0.000 | 0.00  |
|           | 134  | 2522 College Street     | 45.00  | 45.00  | 0.00  | 0.422 | 18.00 |
|           | 135  | 2510 College Street     | 25.00  | 25.00  | 0.00  | 0.323 | 10.00 |
|           | 136  | 2516 Walnut Street      | 67.50  | 67.50  | 0.00  | 0.533 | 27.00 |
|           | 137  | 2512 Walnut Street      | 50.00  | 50.00  | 0.00  | 0.447 | 20.00 |
|           | 138  | 524 Seerley Boulevard   | 101.00 | 81.00  | 20.00 | 0.600 | 32.40 |
|           | 139  | 508 Seerley Boulevard   | 20.00  | 20.00  | 0.00  | 0.323 | 8.00  |
| EET<br>0. | C.04 |                         |        |        |       |       |       |

2021 SIDEWALK ASSESSMENT

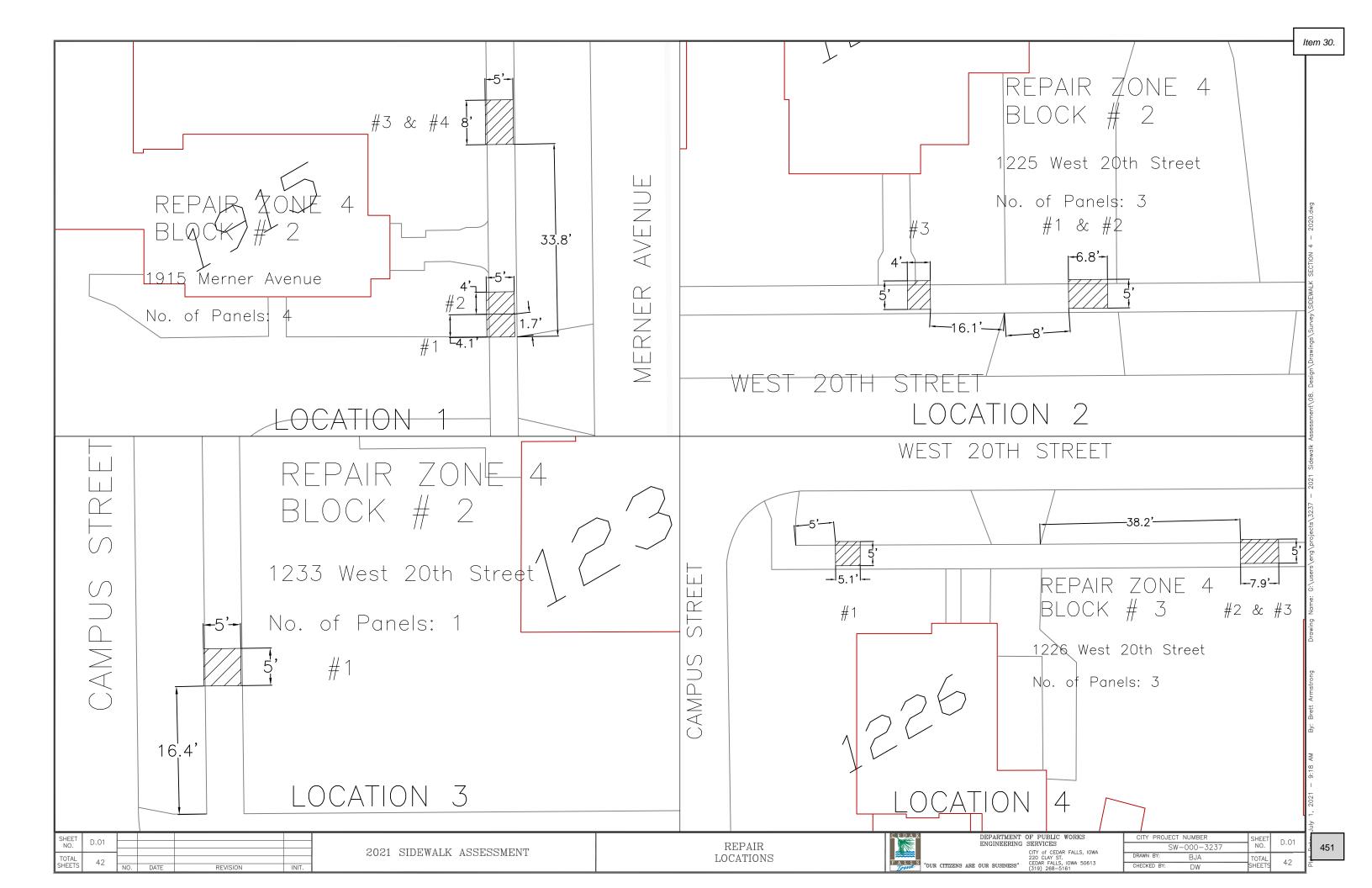
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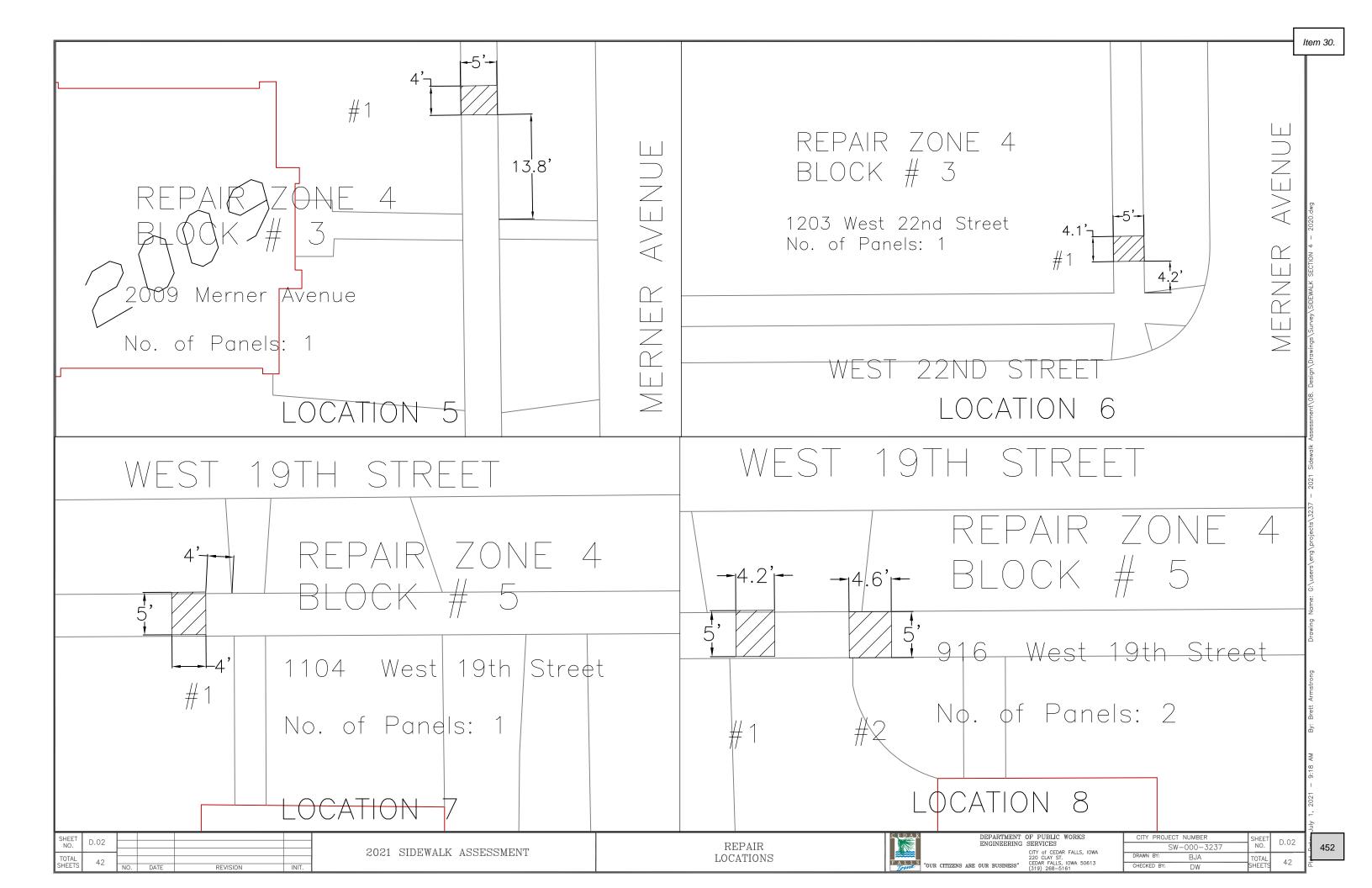
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

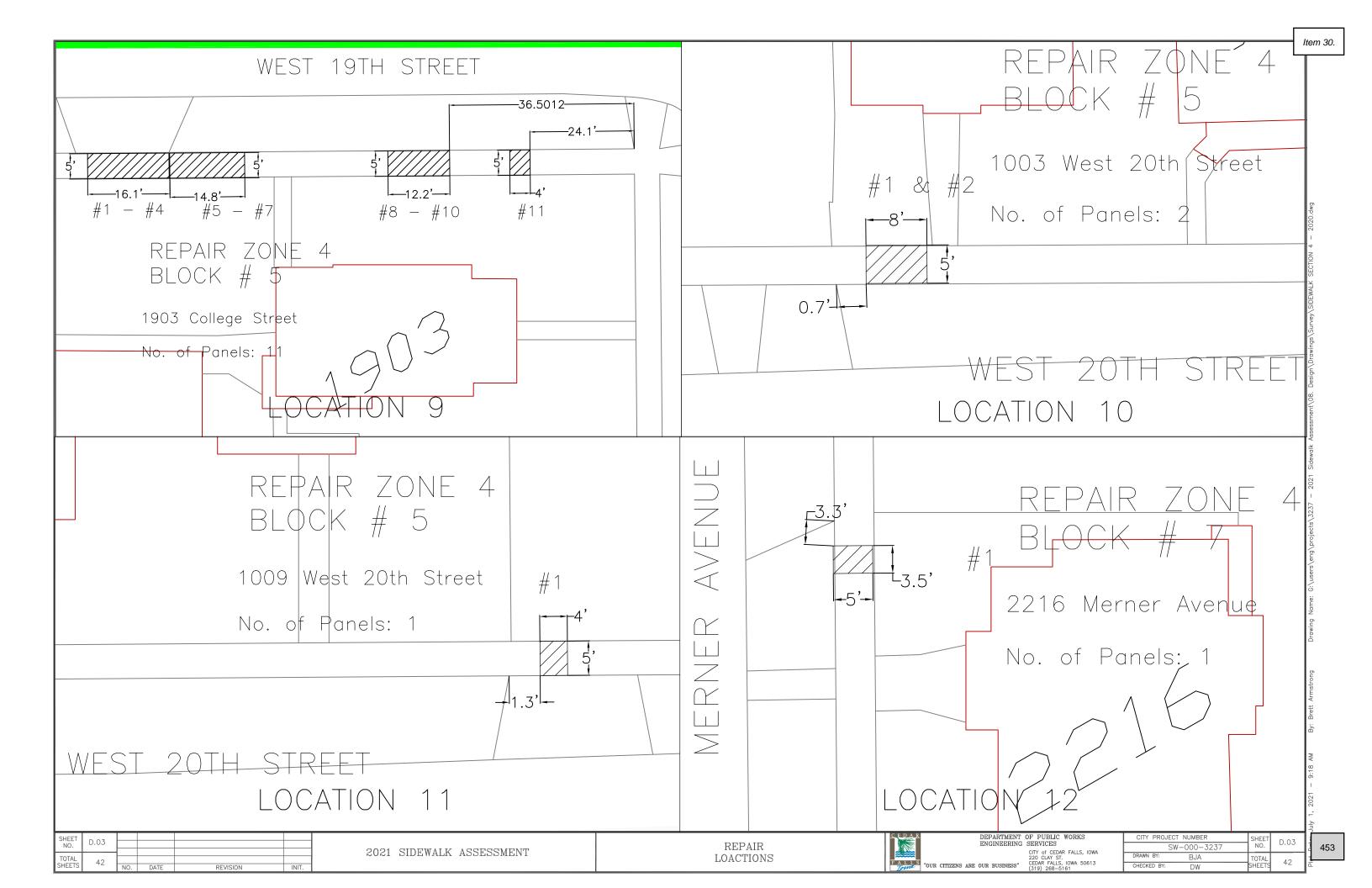
CITY of CEDAR FALLS, IOWA
220 CLAY ST.

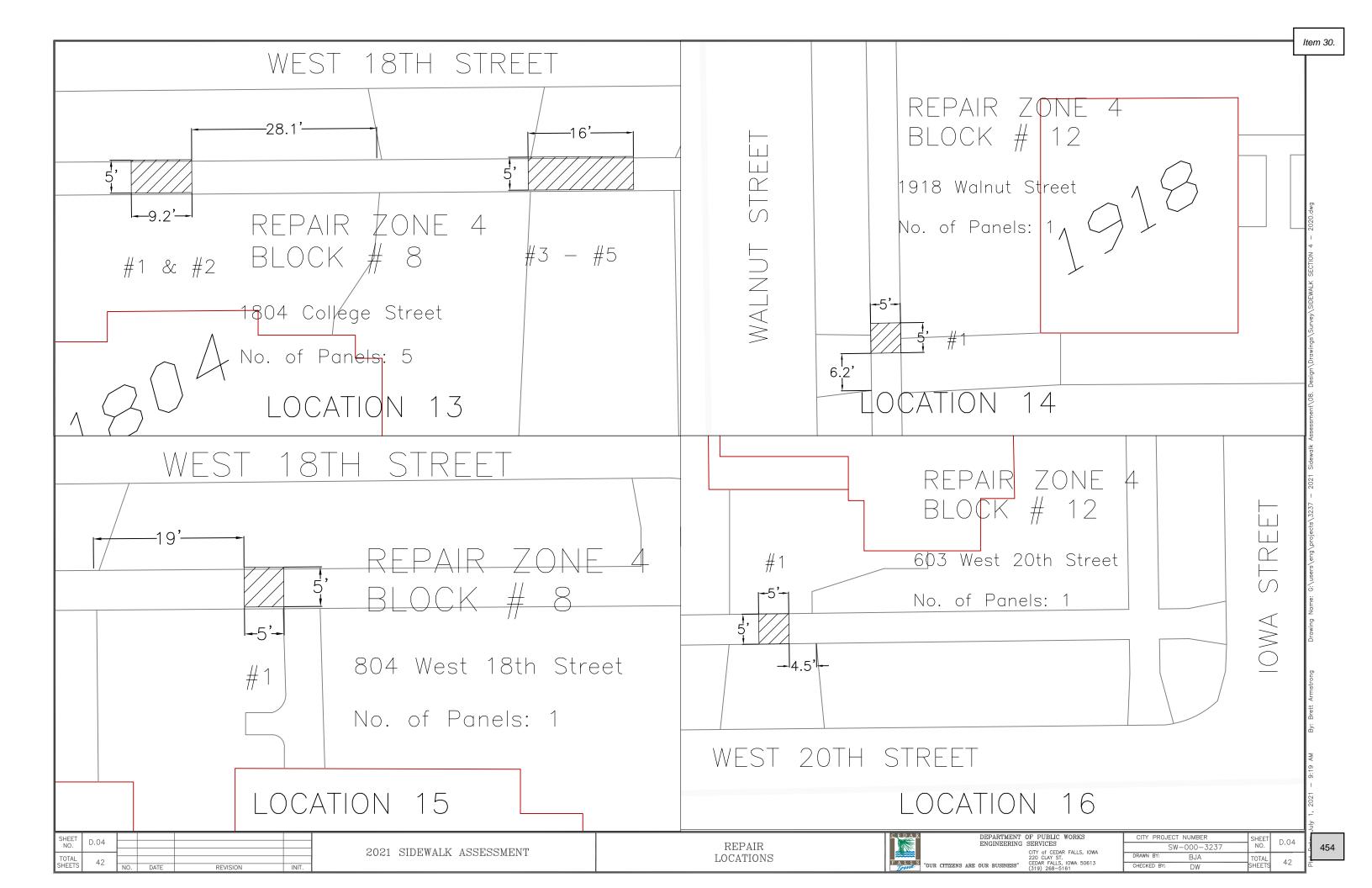
CEDAR FALLS, IOWA 50613
(319) 268-5161

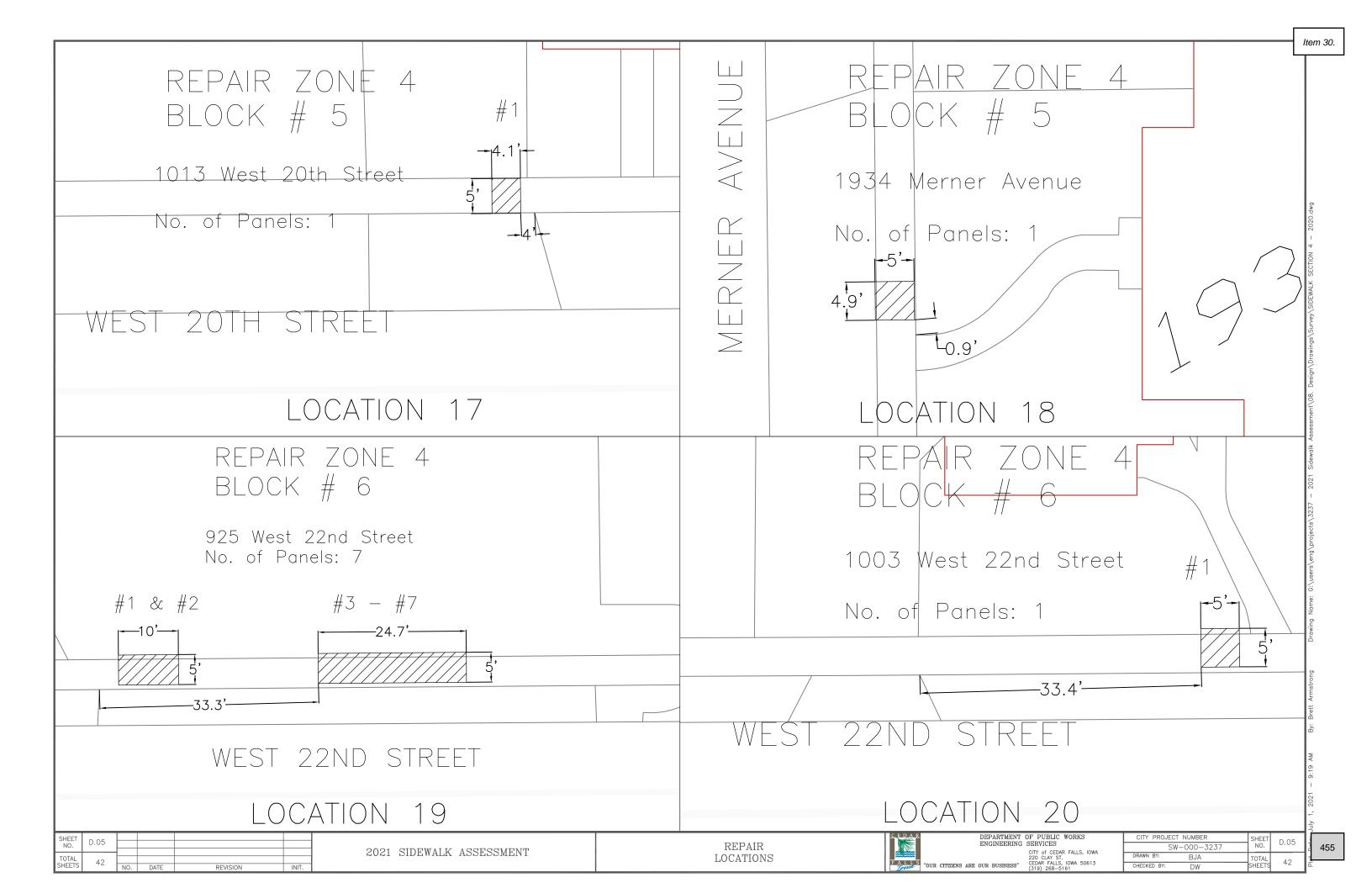
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TOTAL 42 CITY PROJECT NUMBER SW-000-3237
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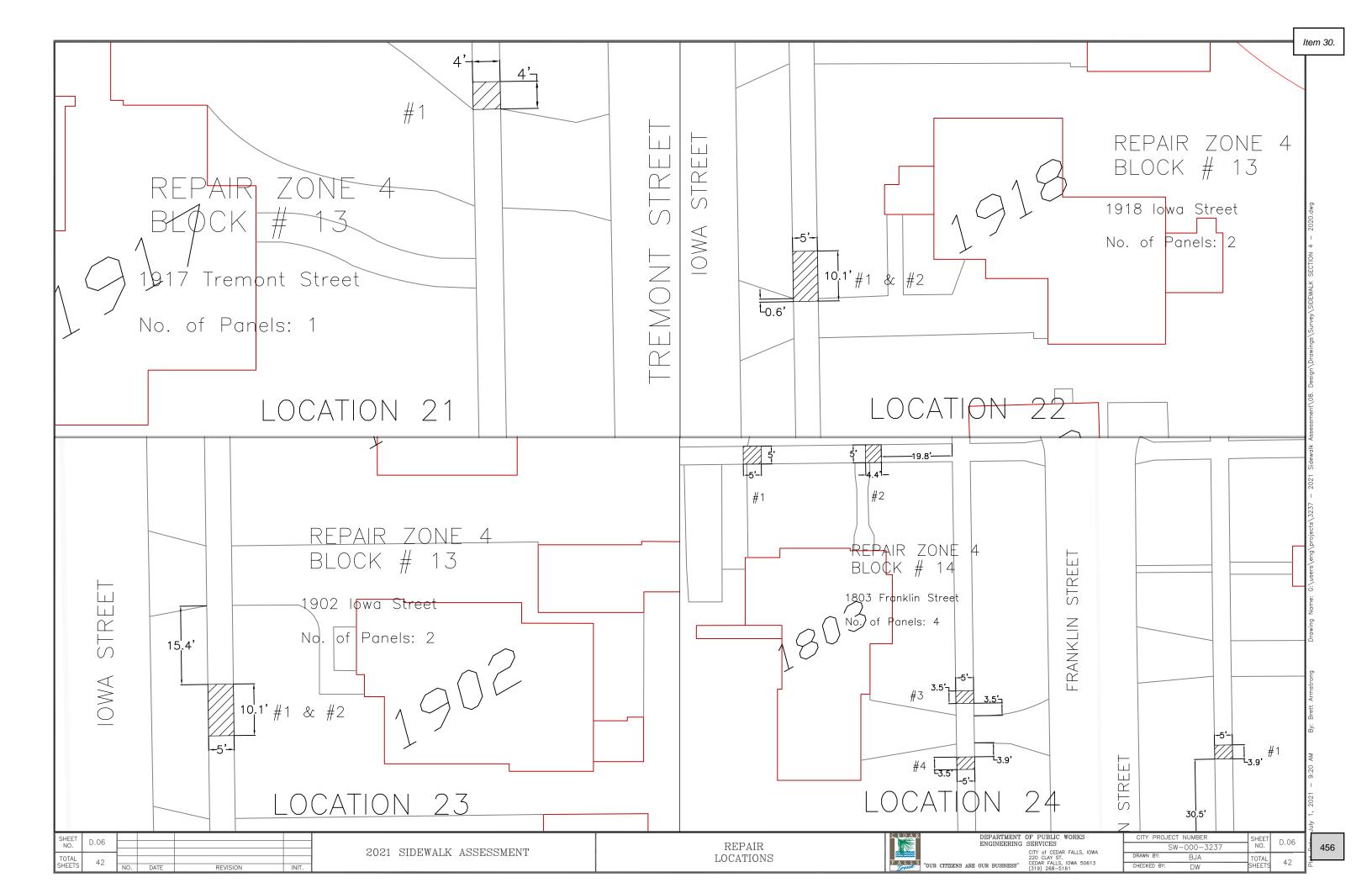


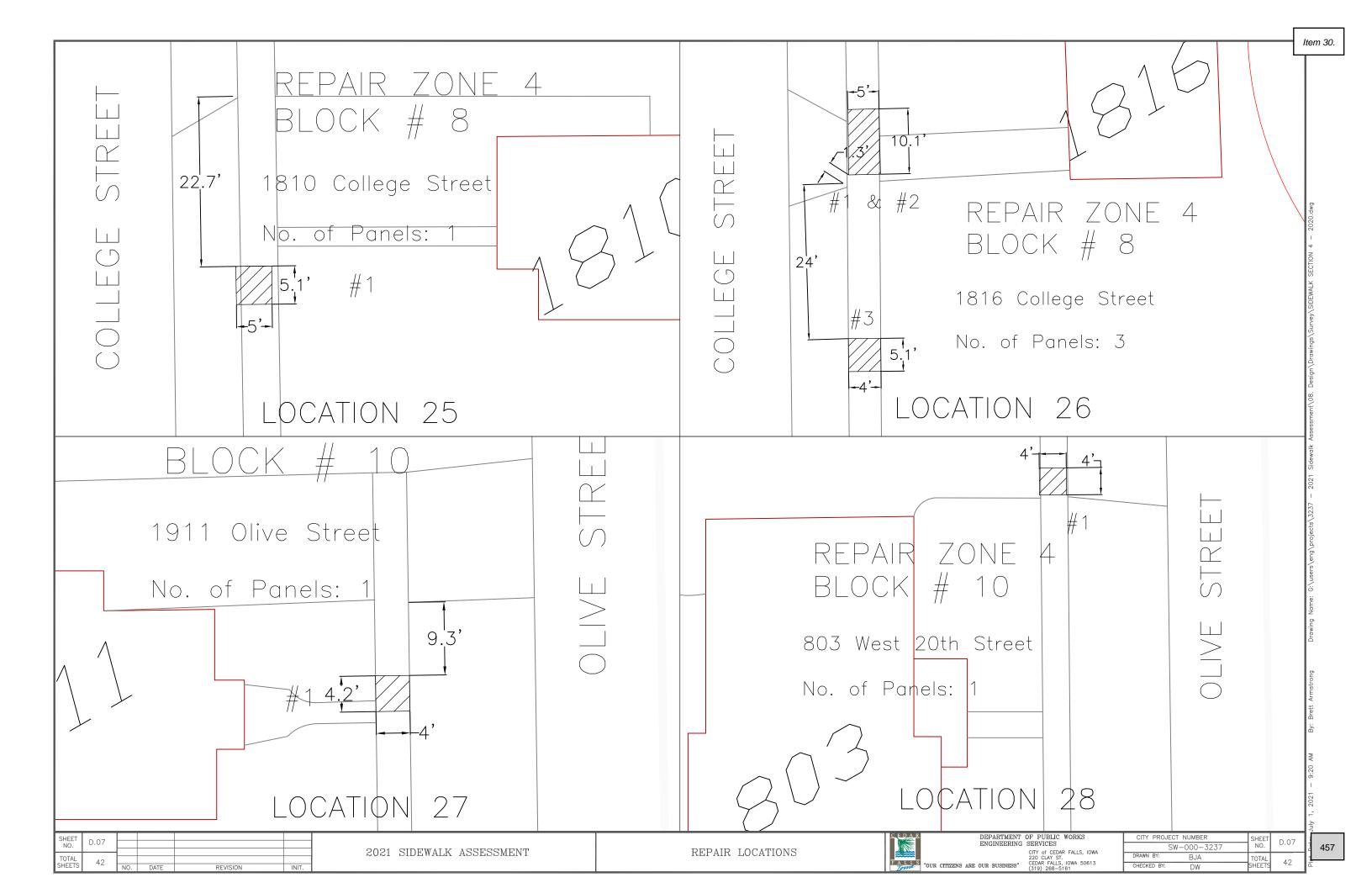


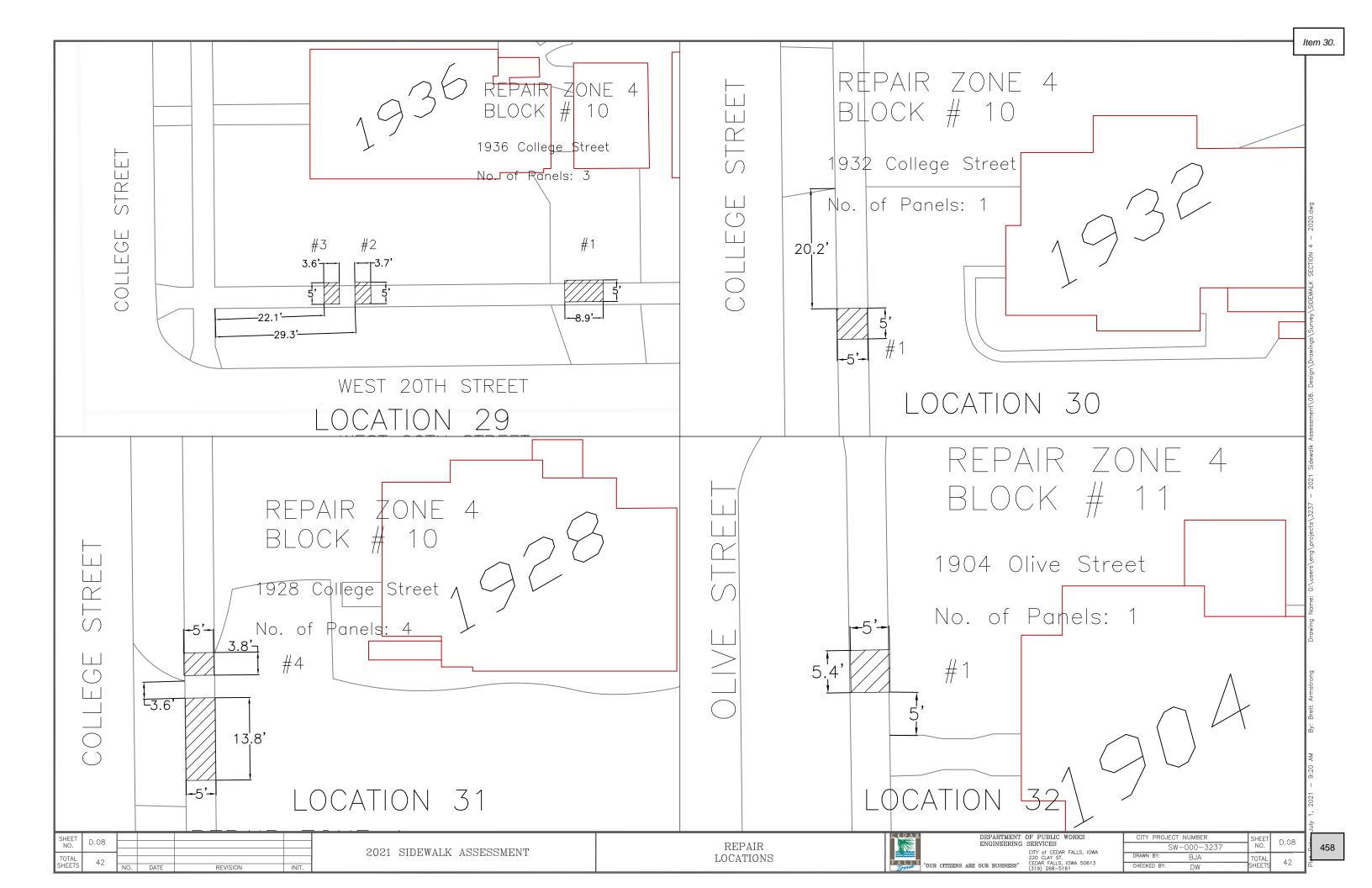


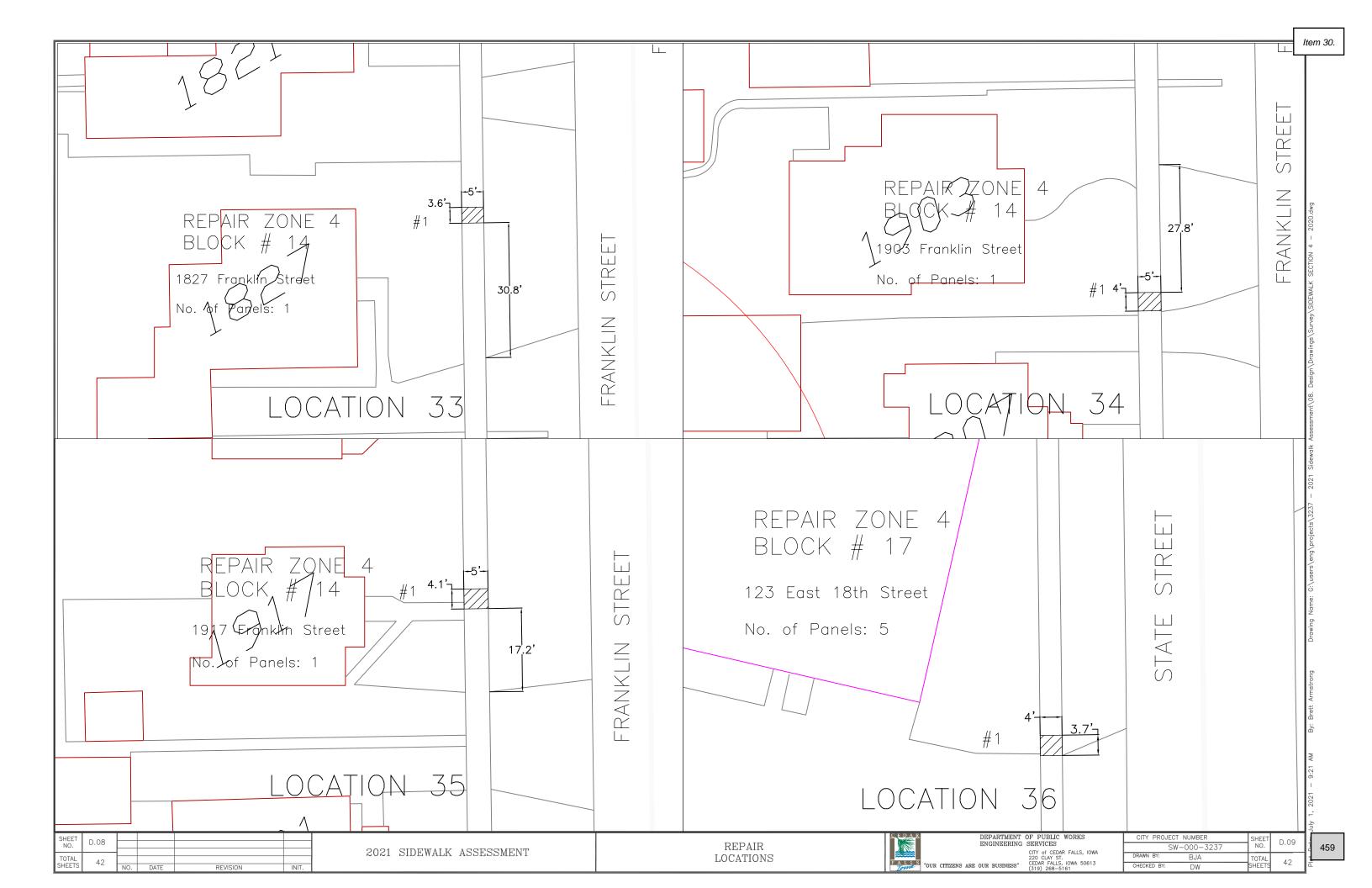


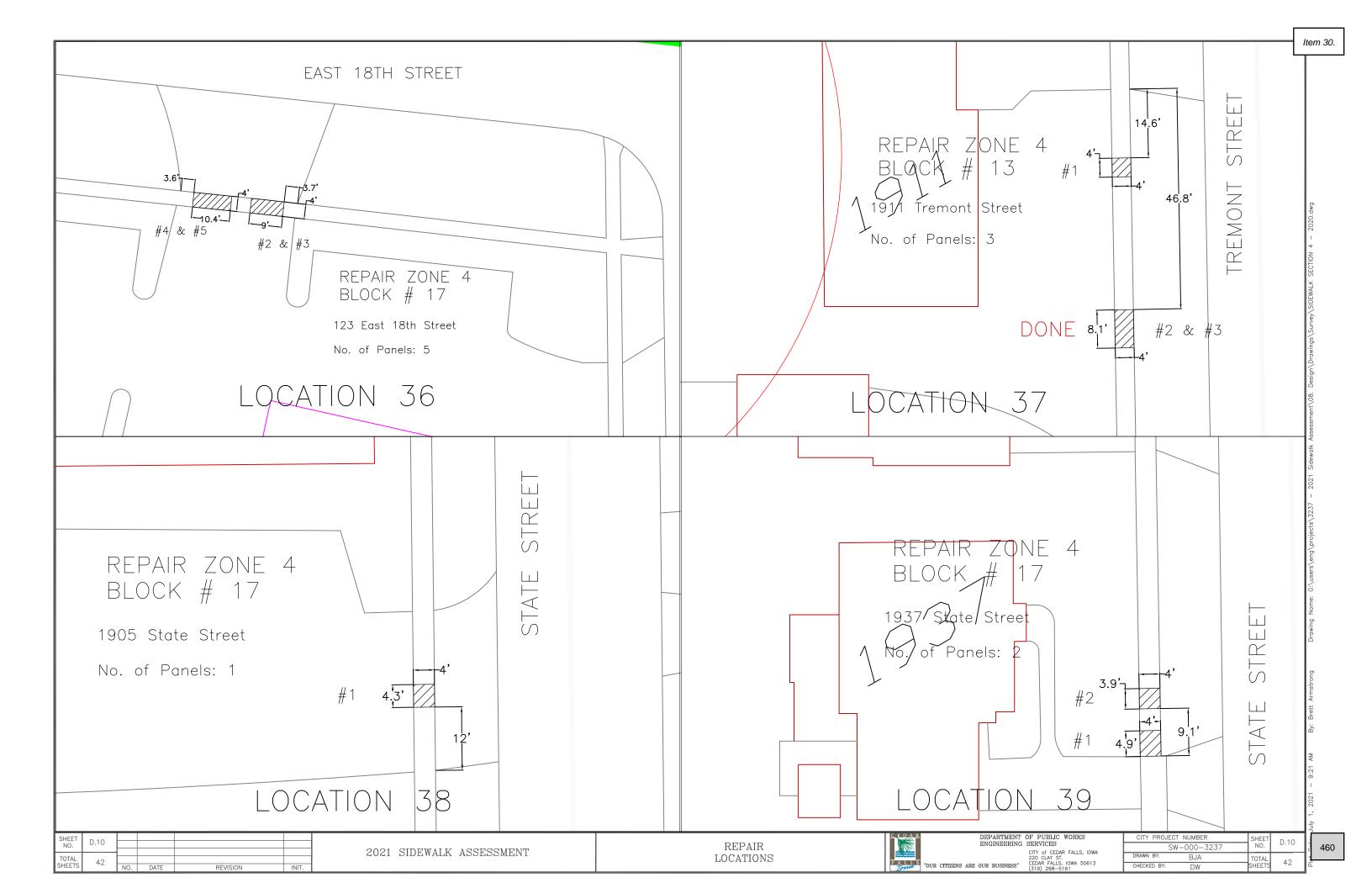


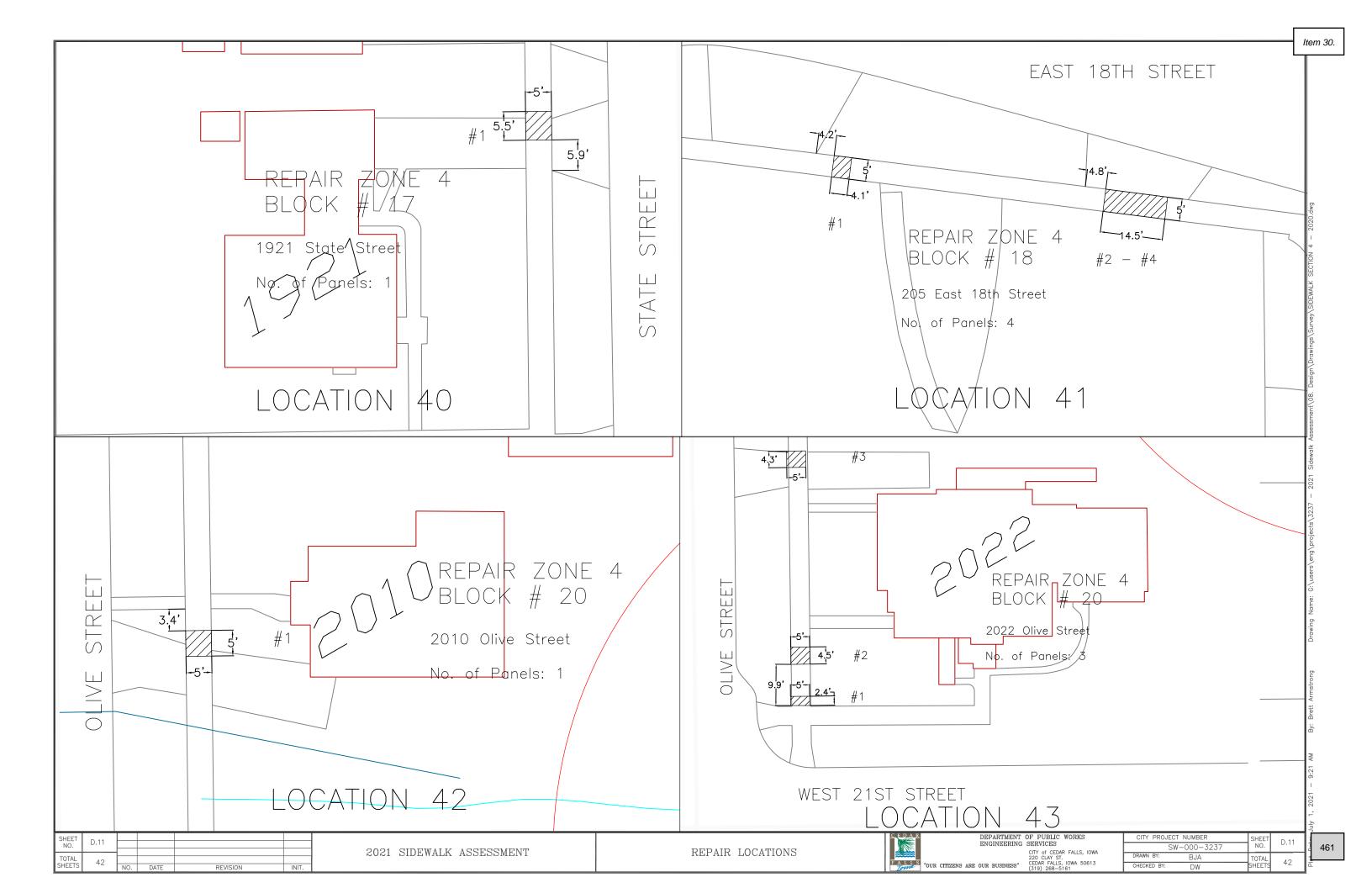


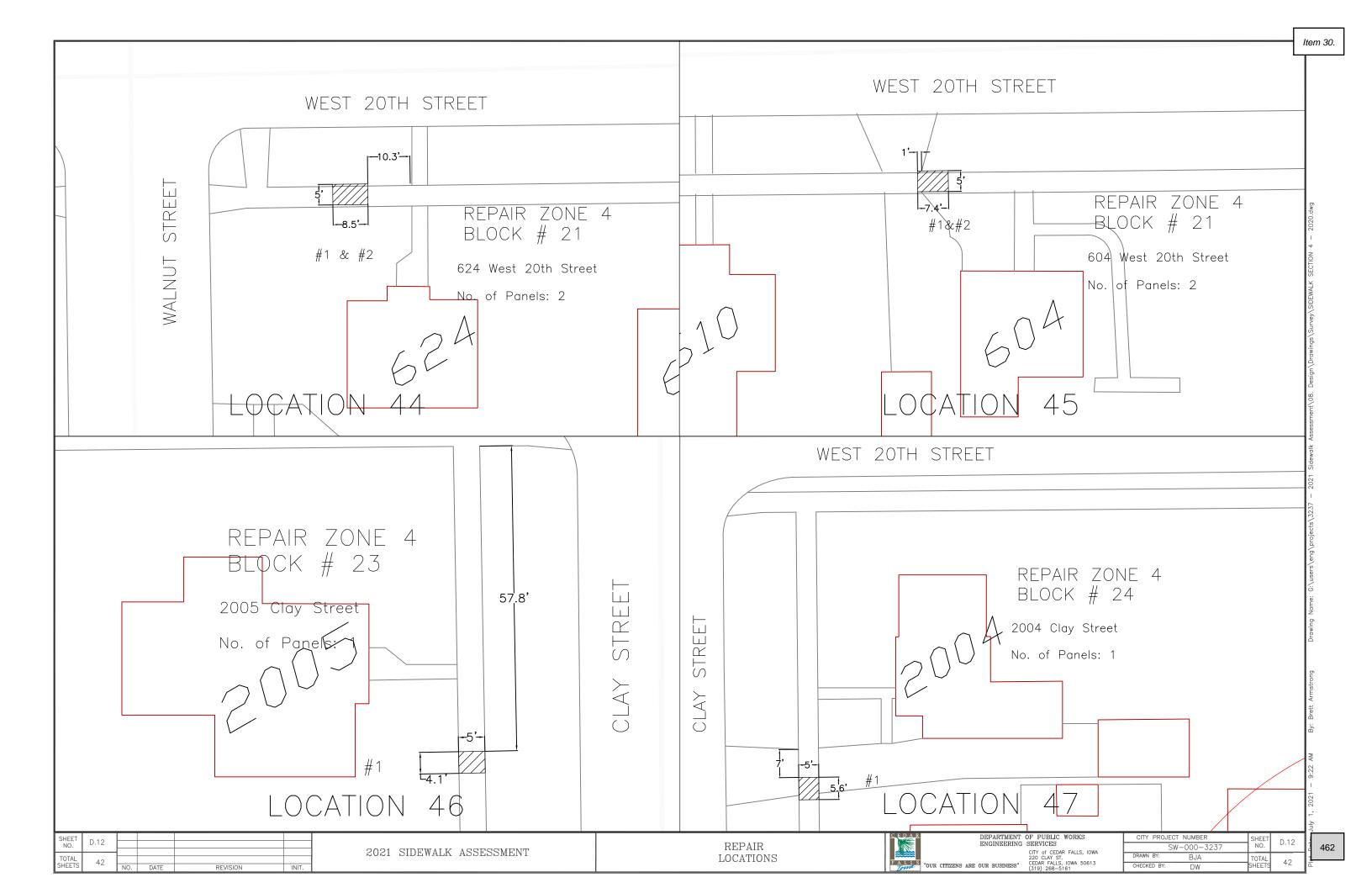


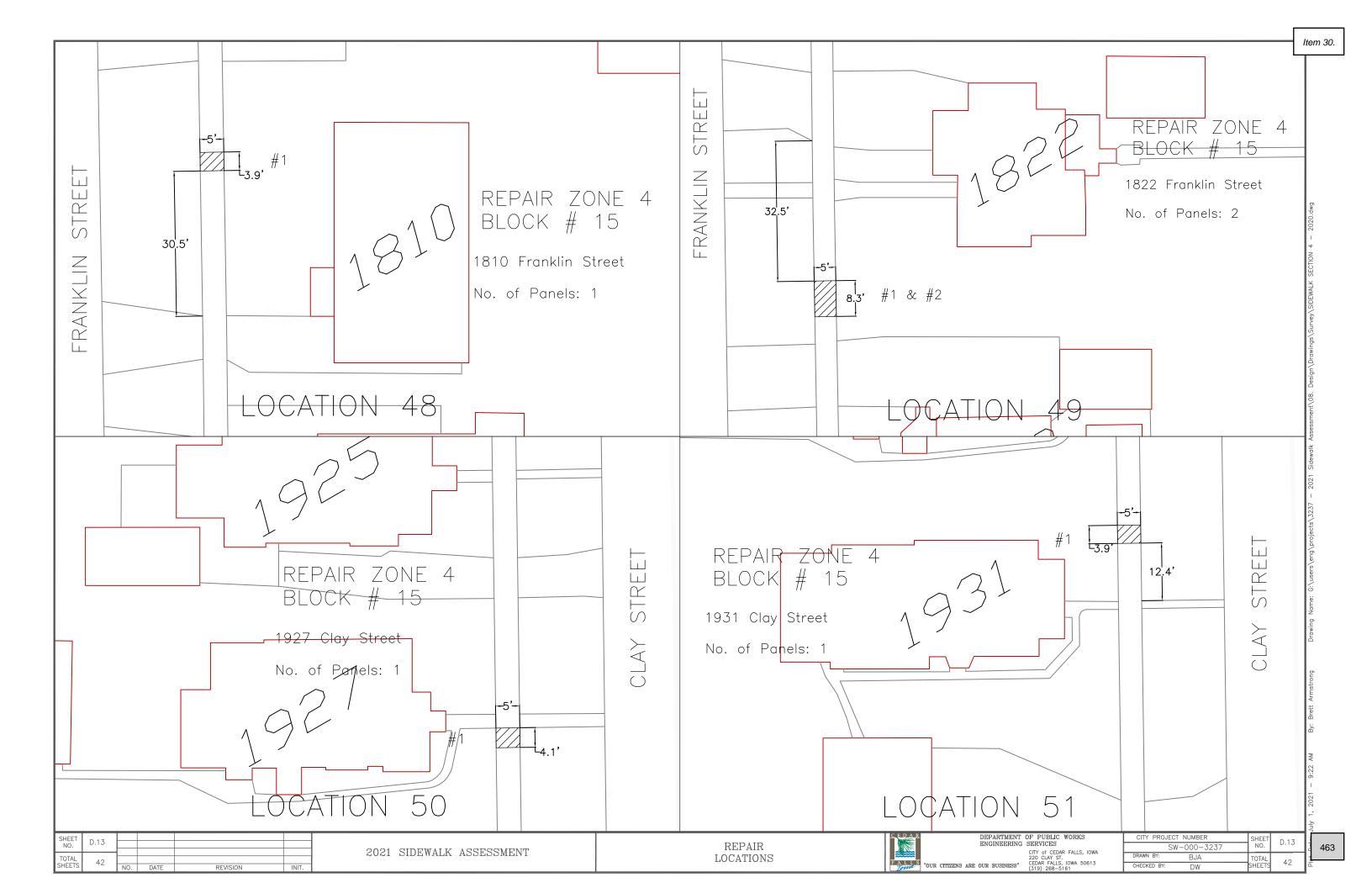


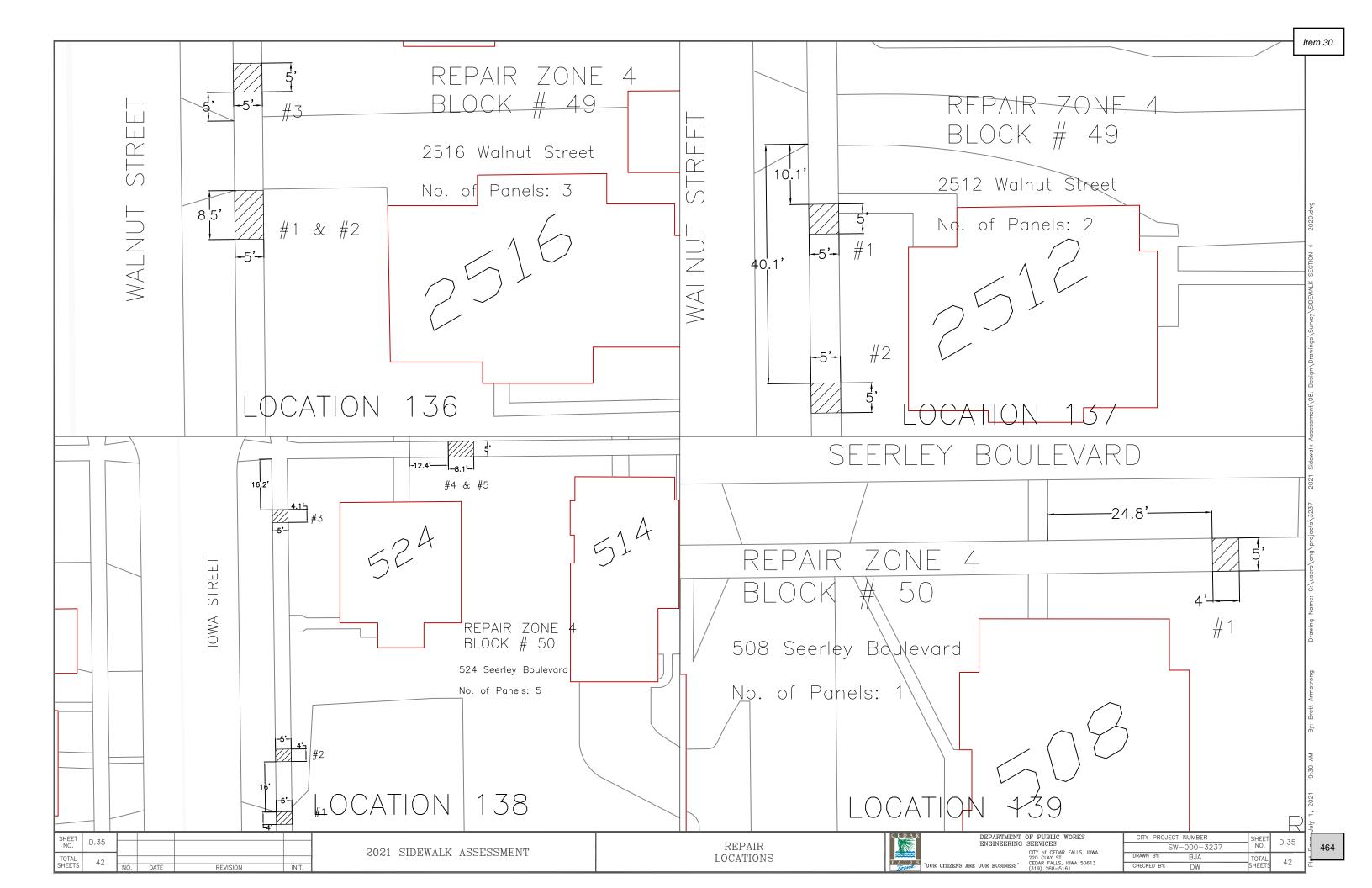


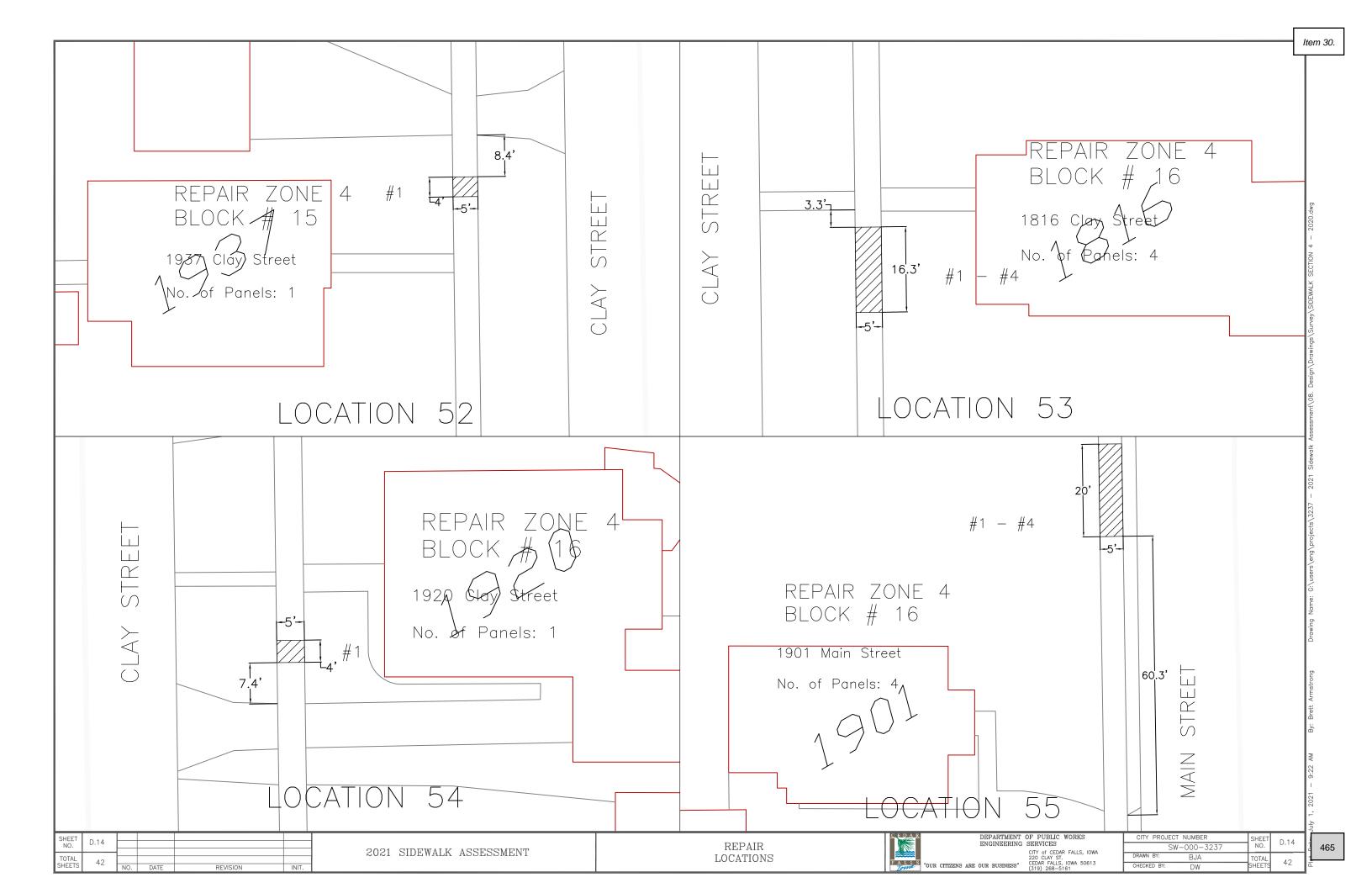


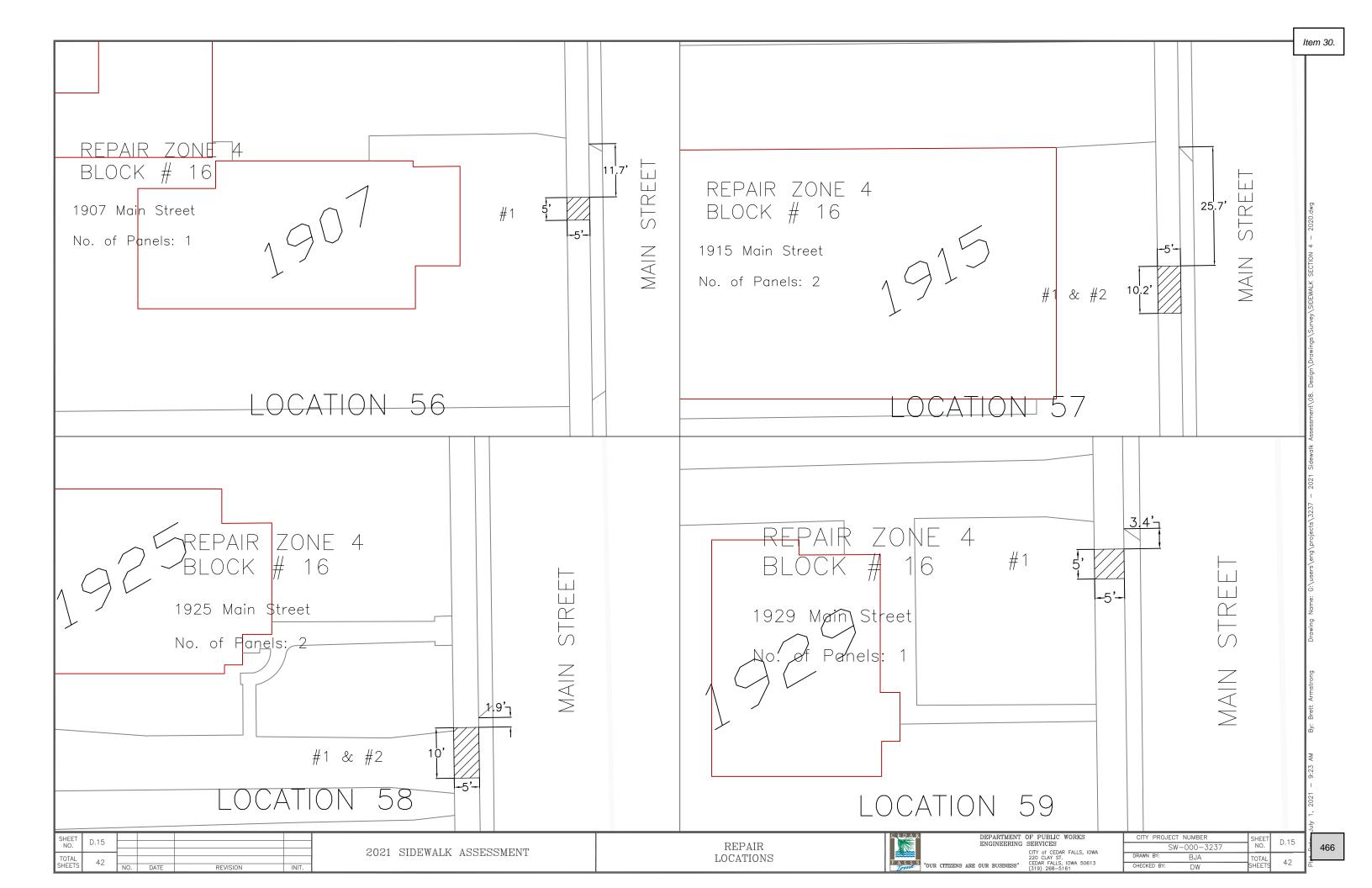


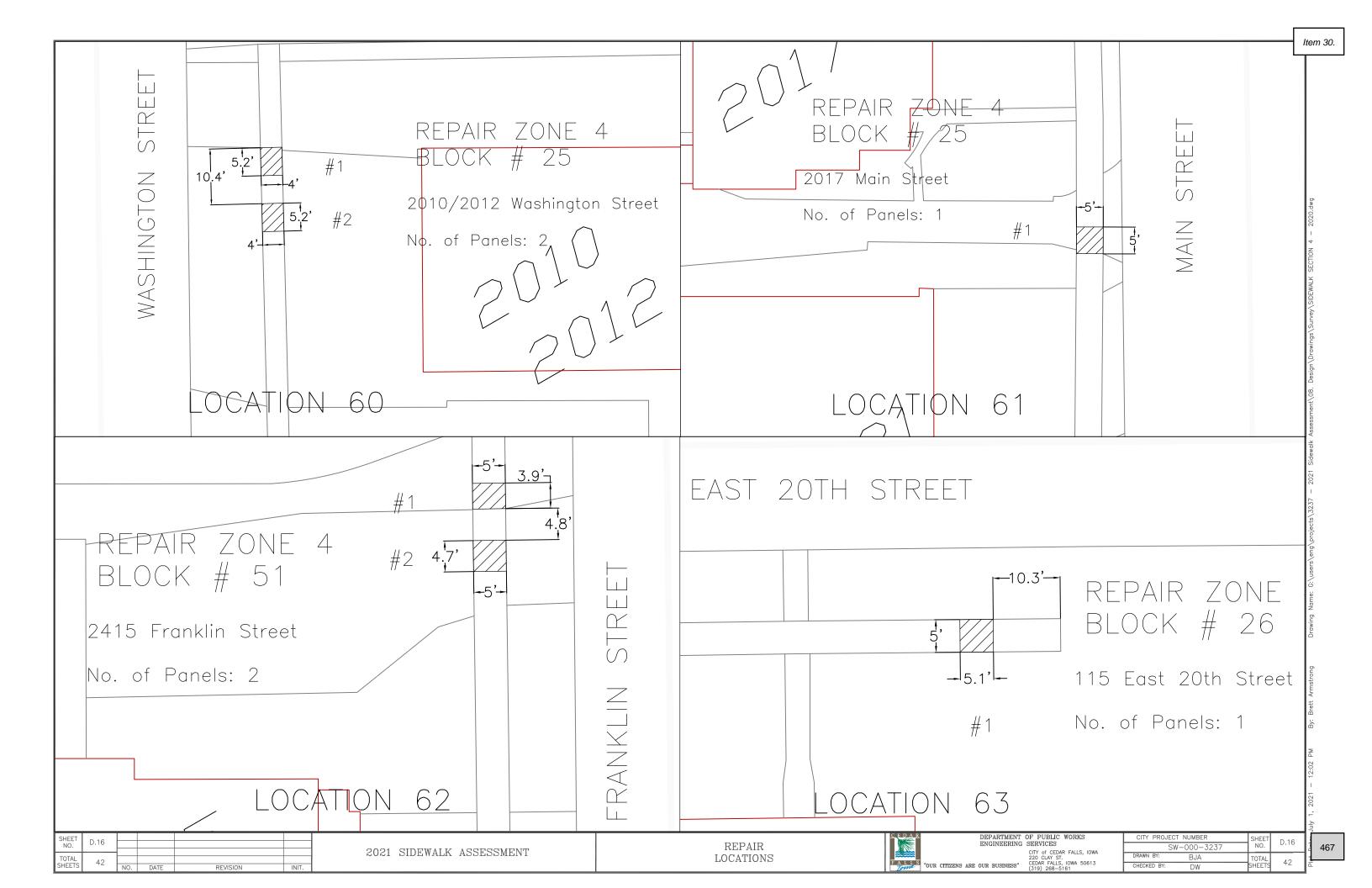


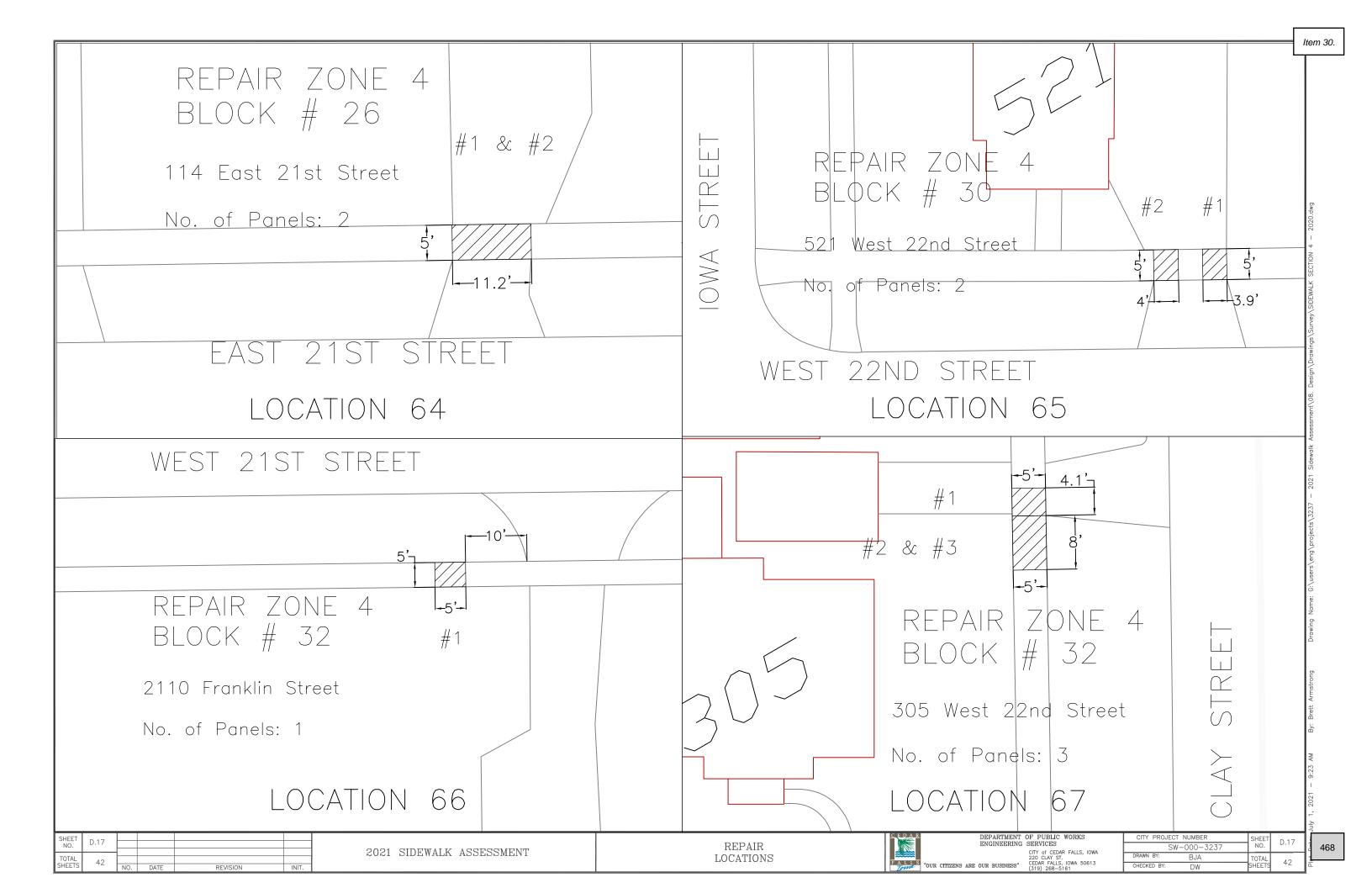


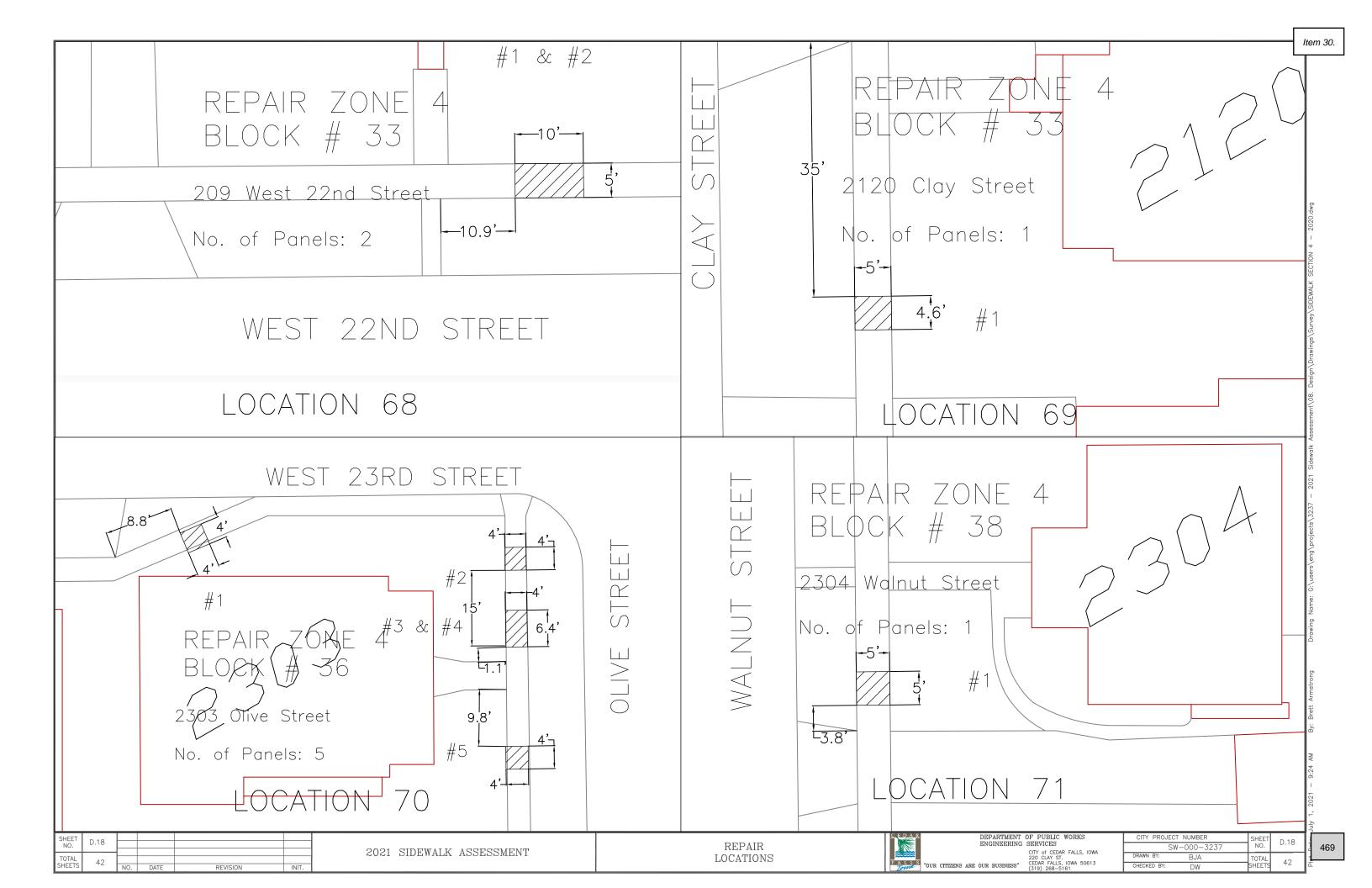


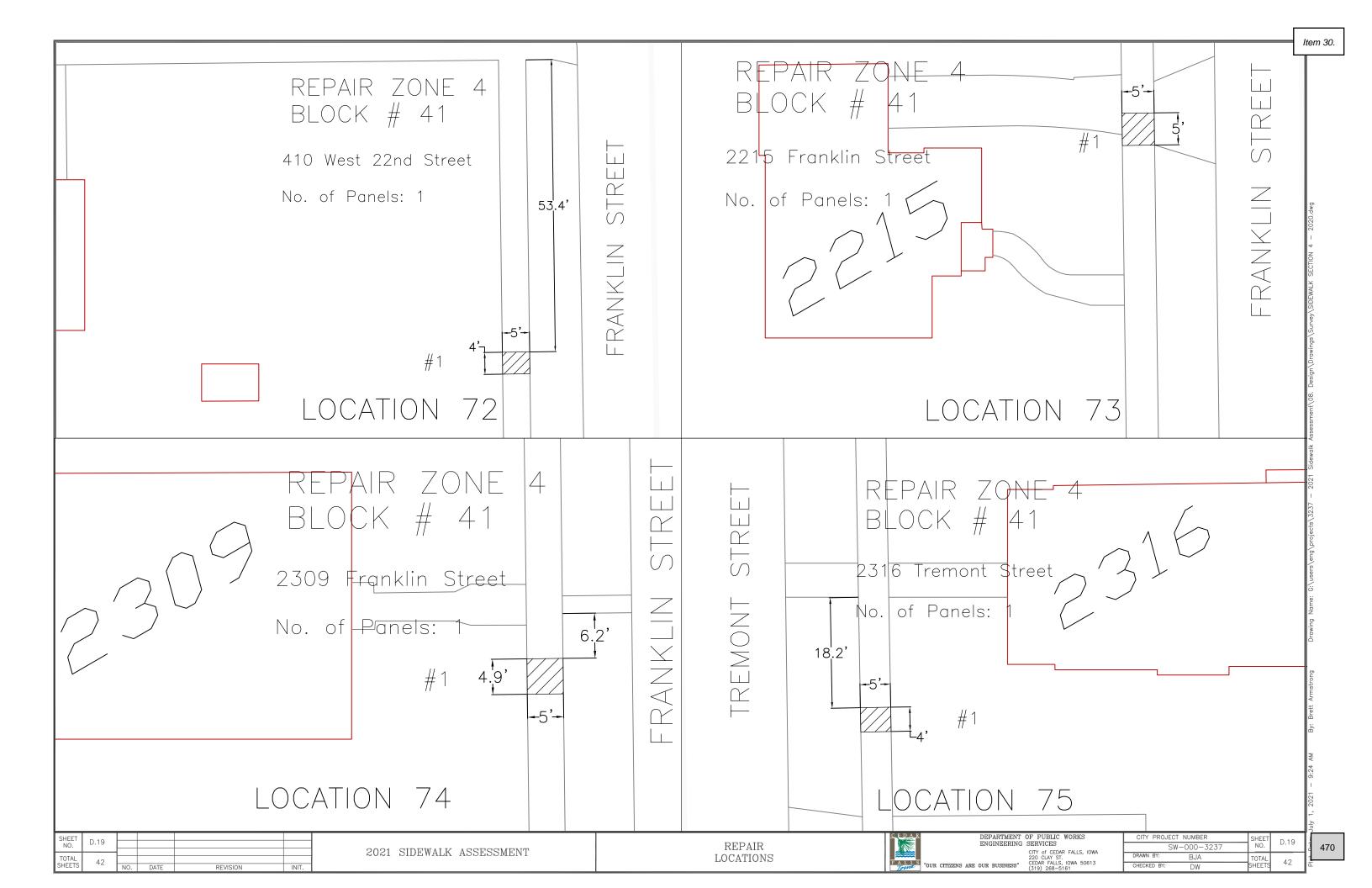


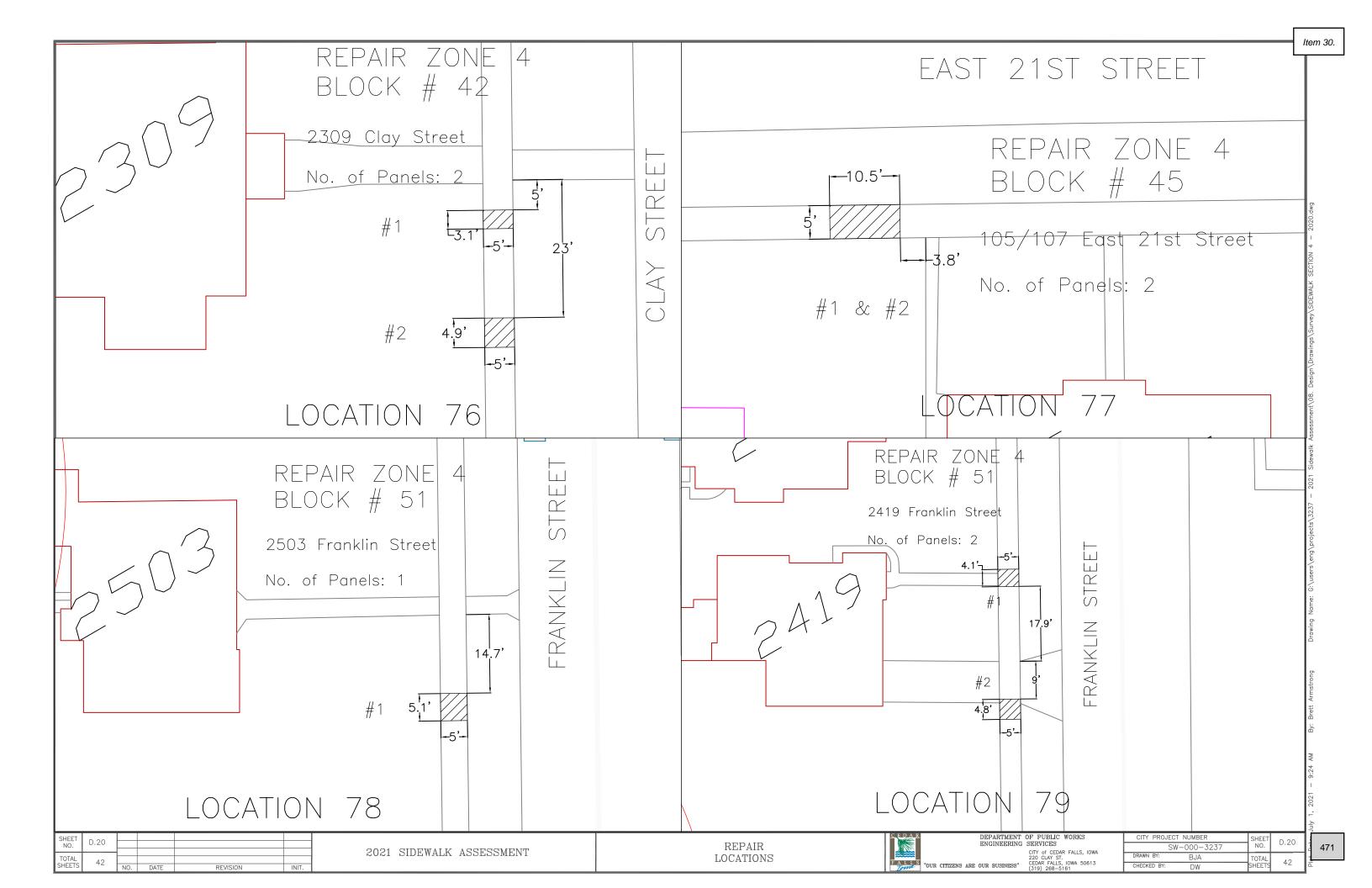


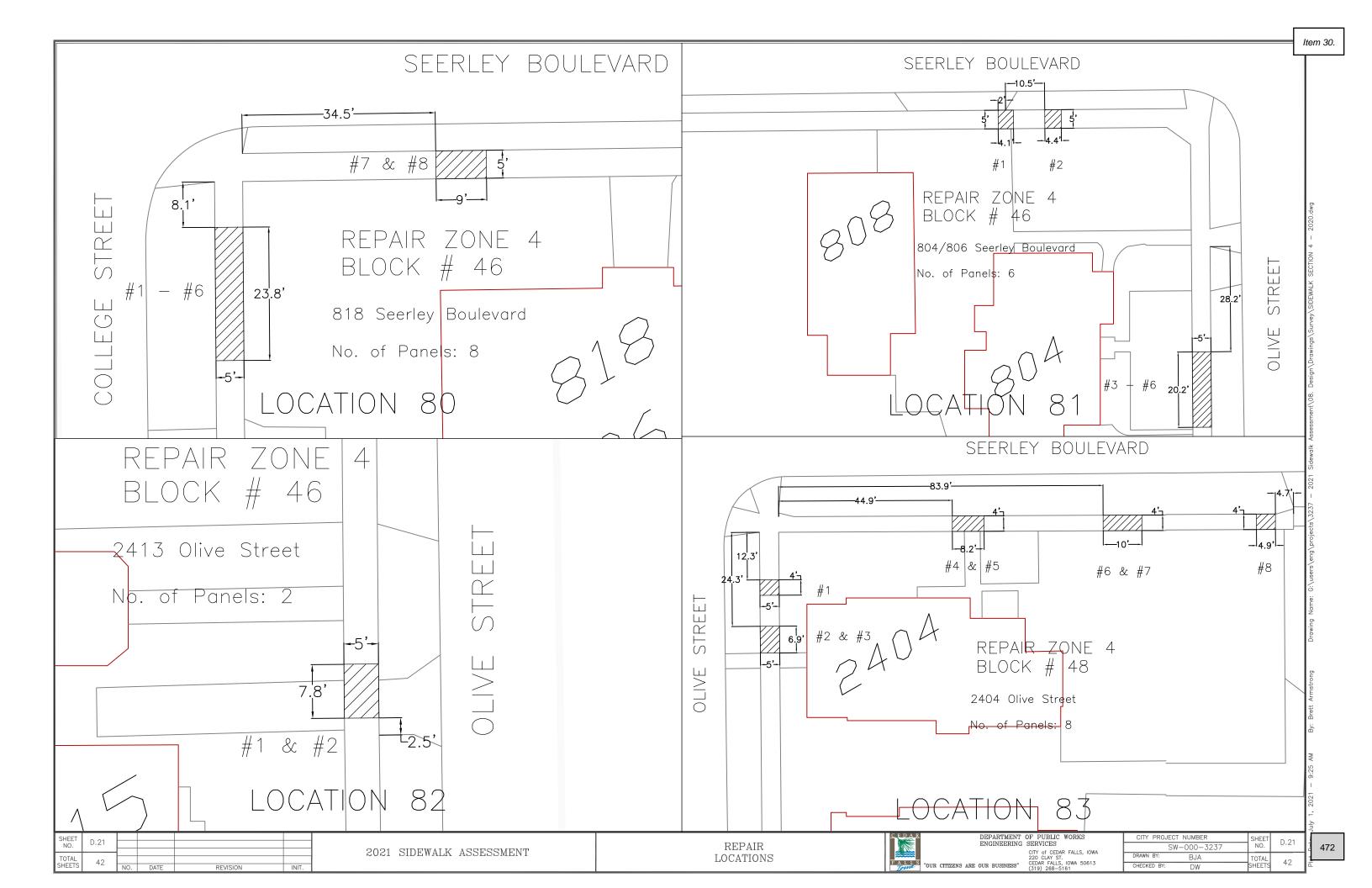


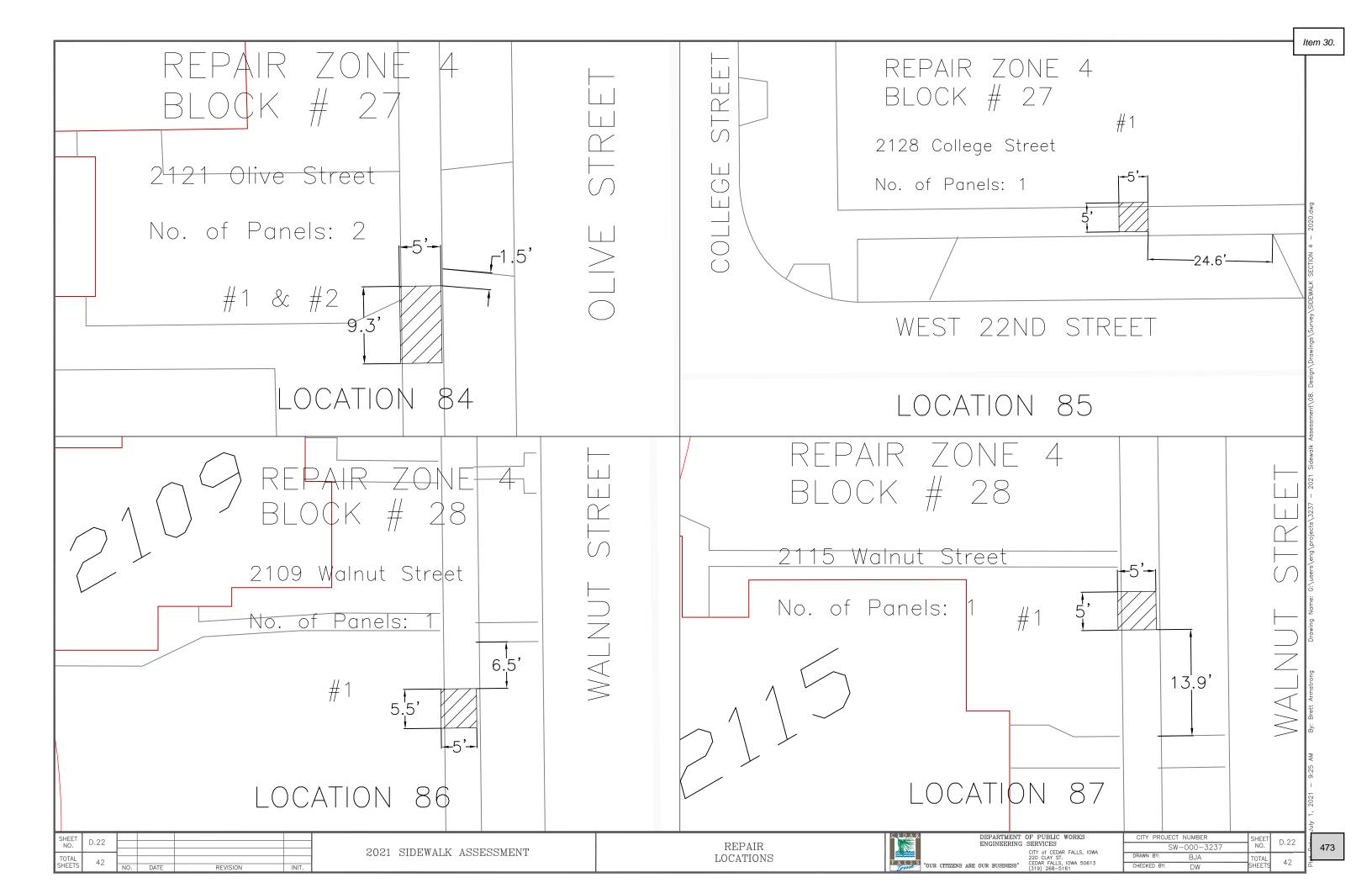


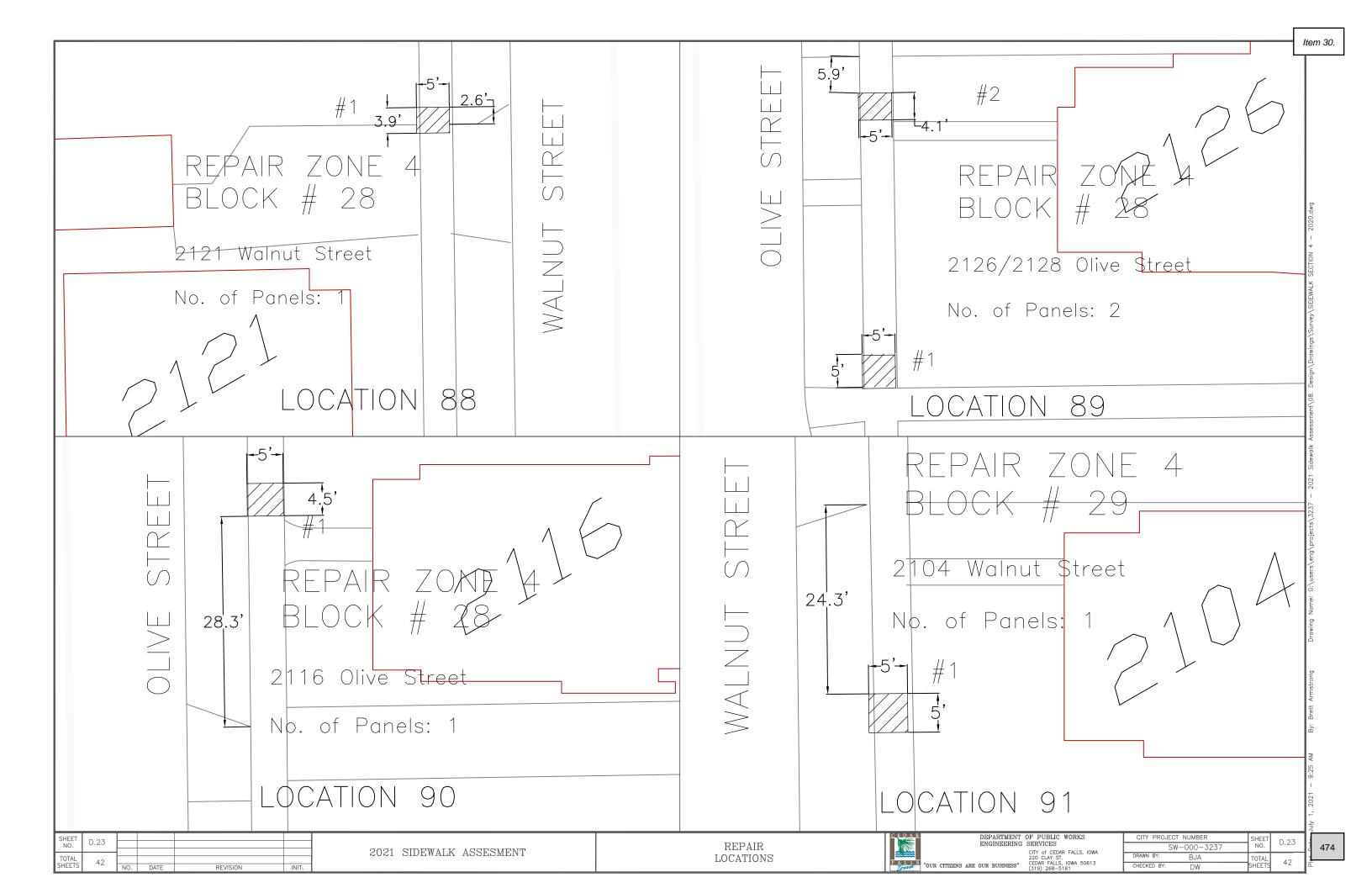


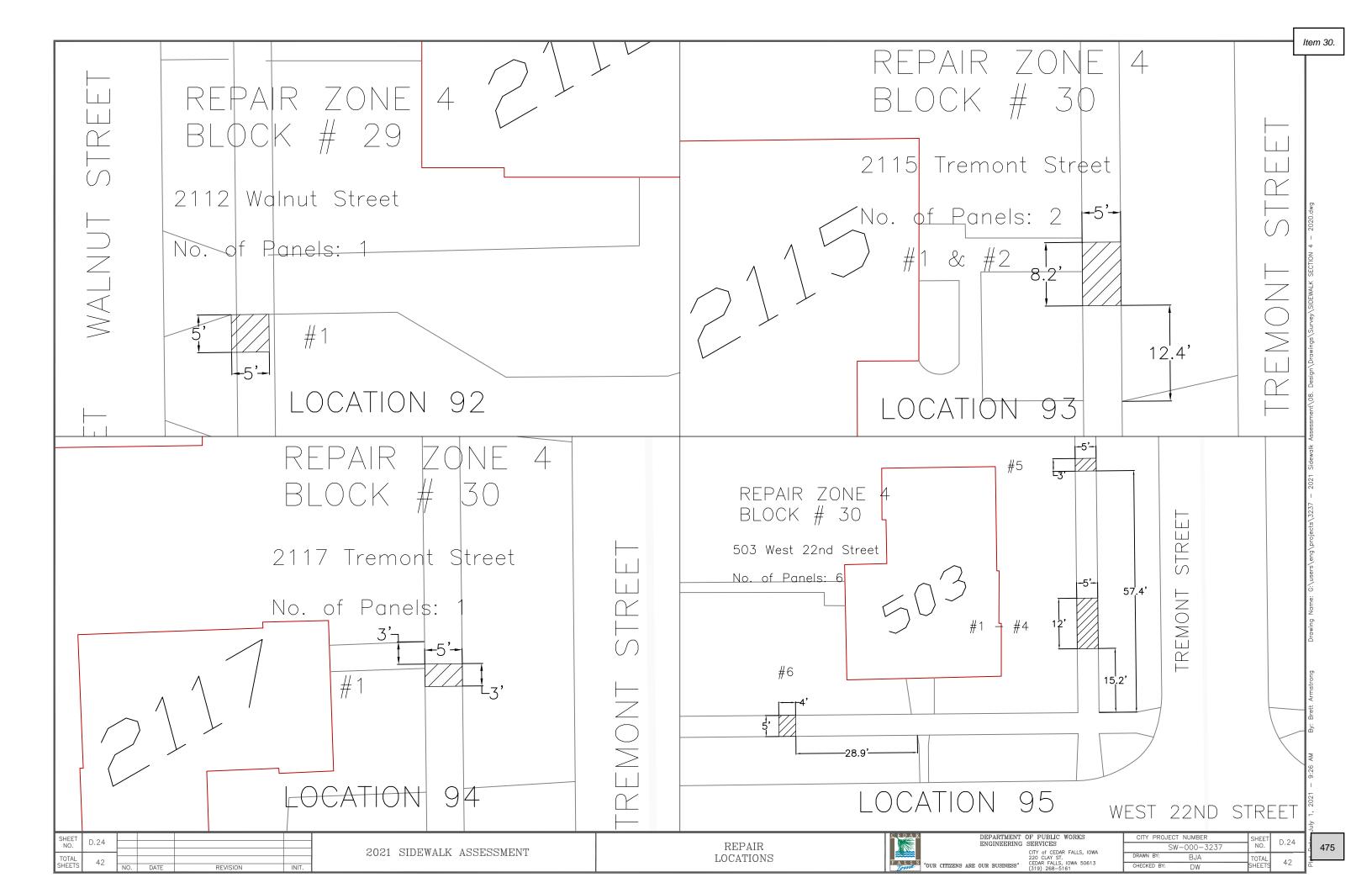


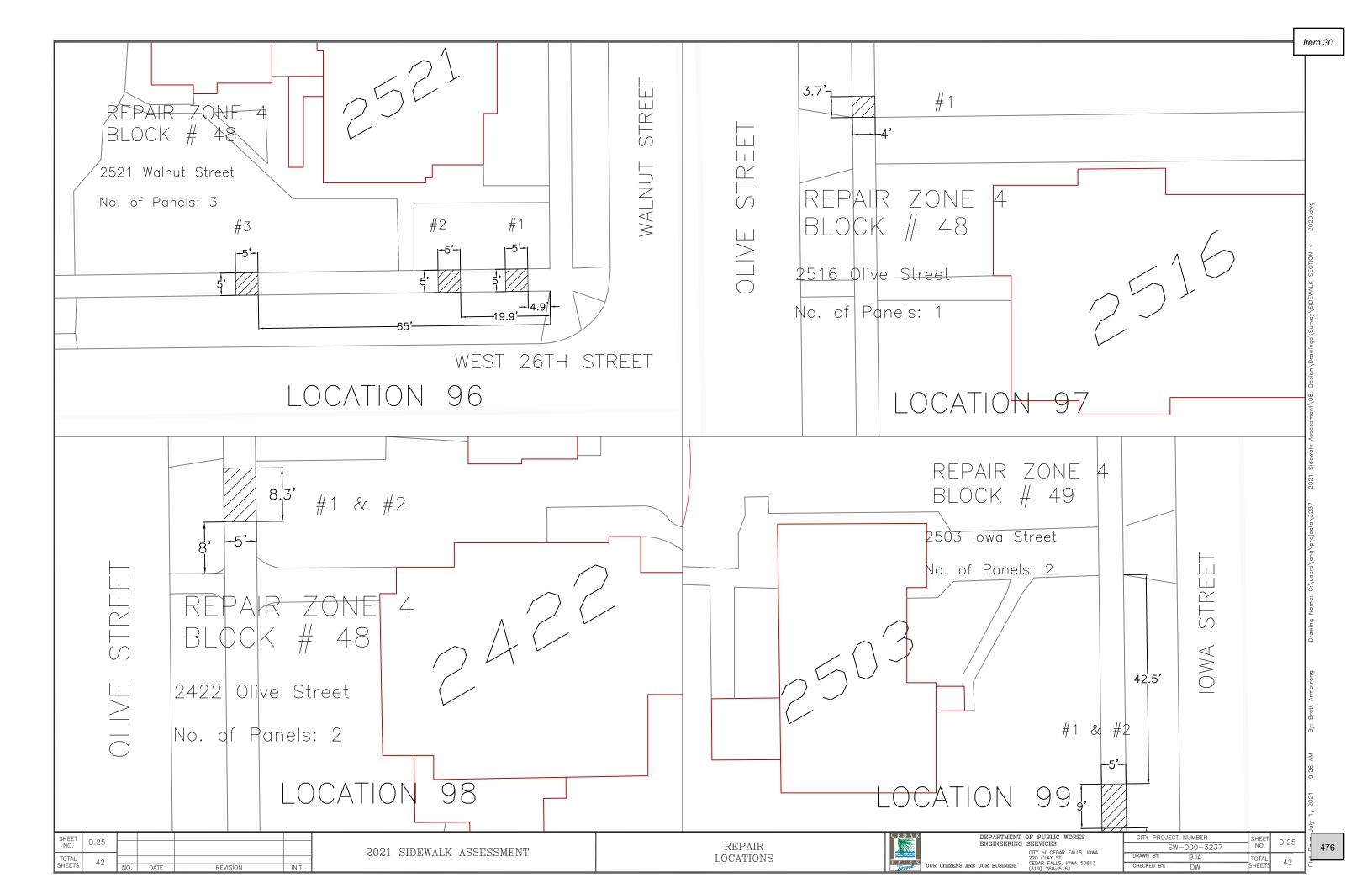


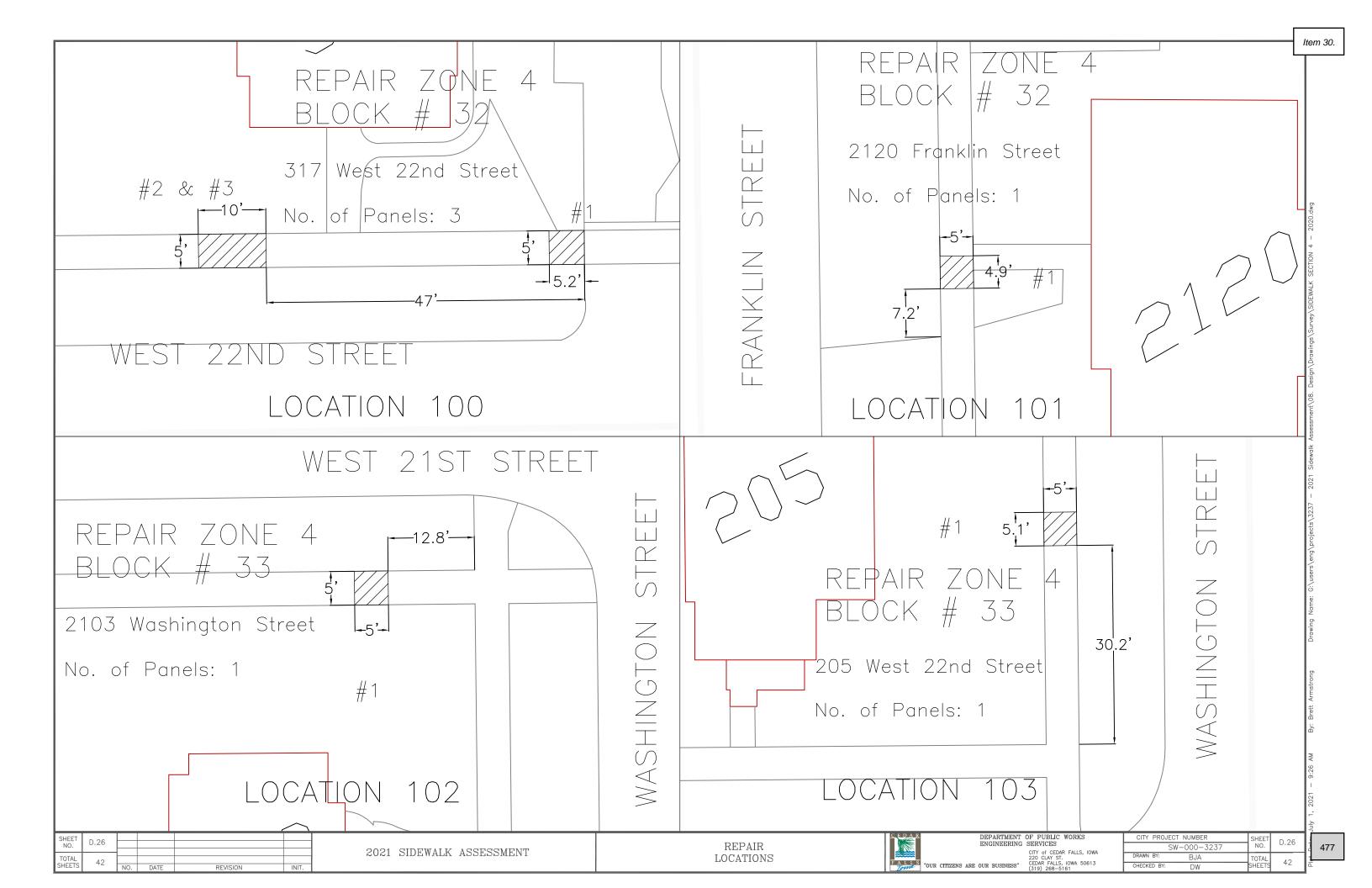


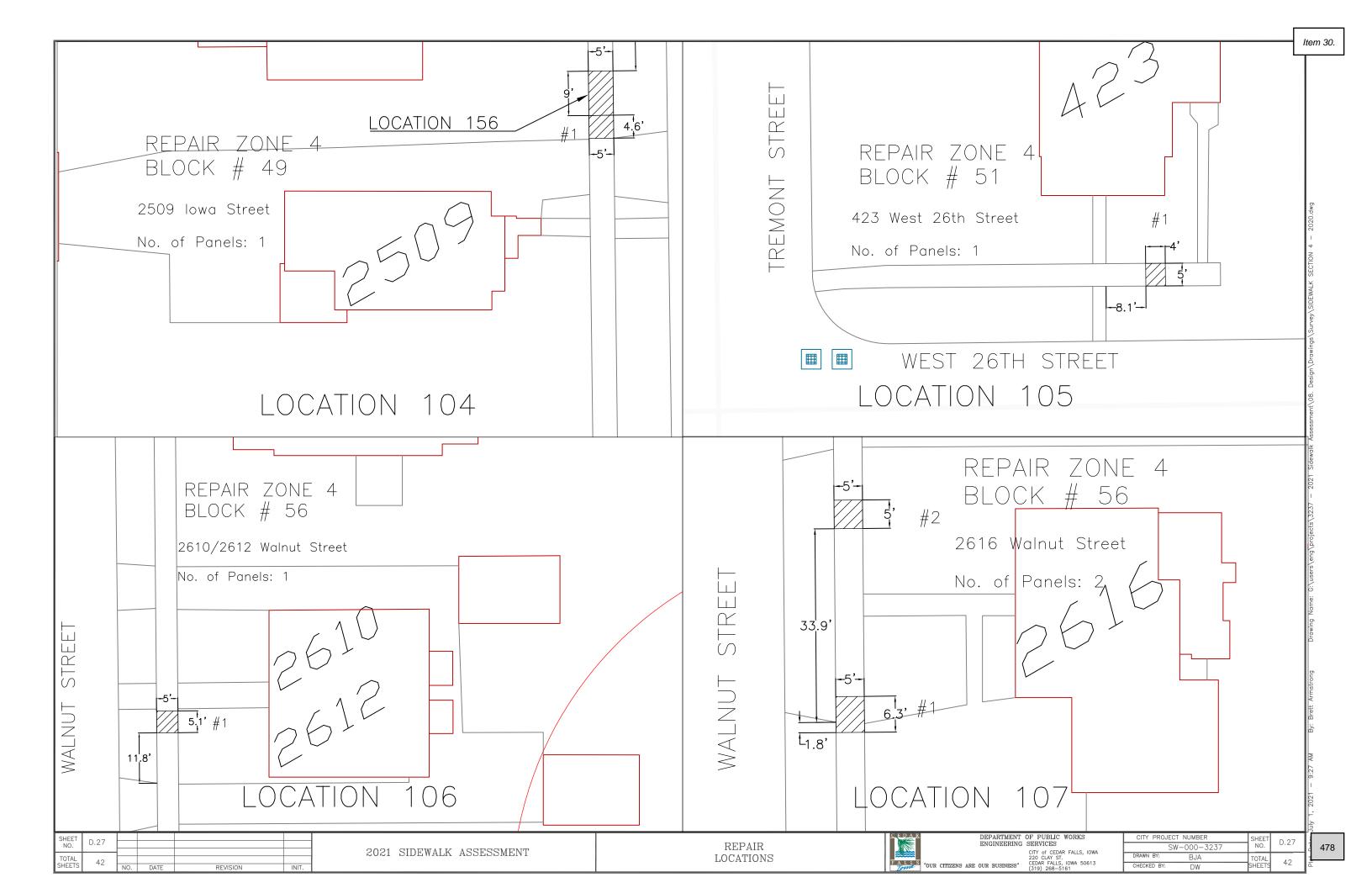


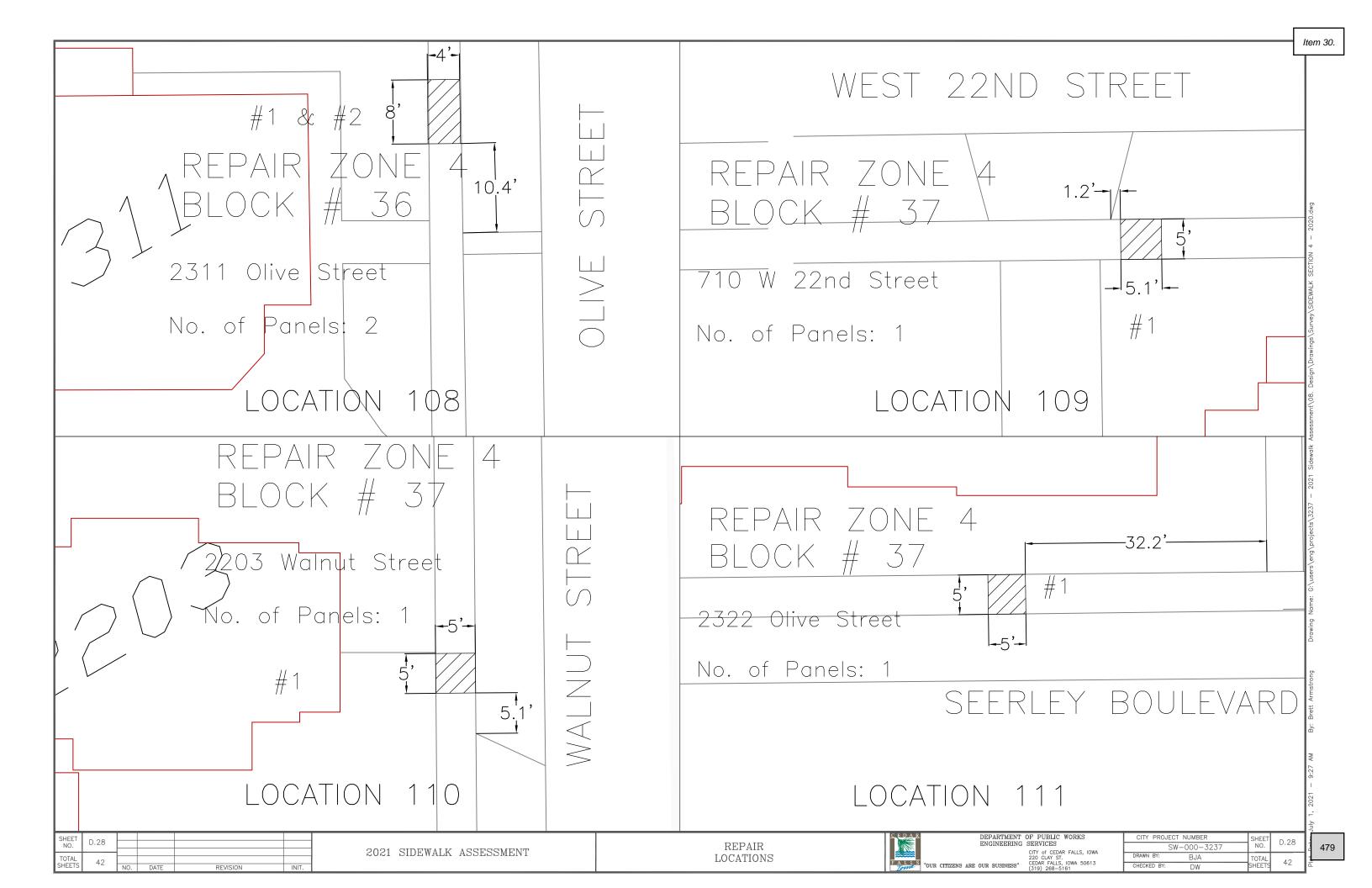


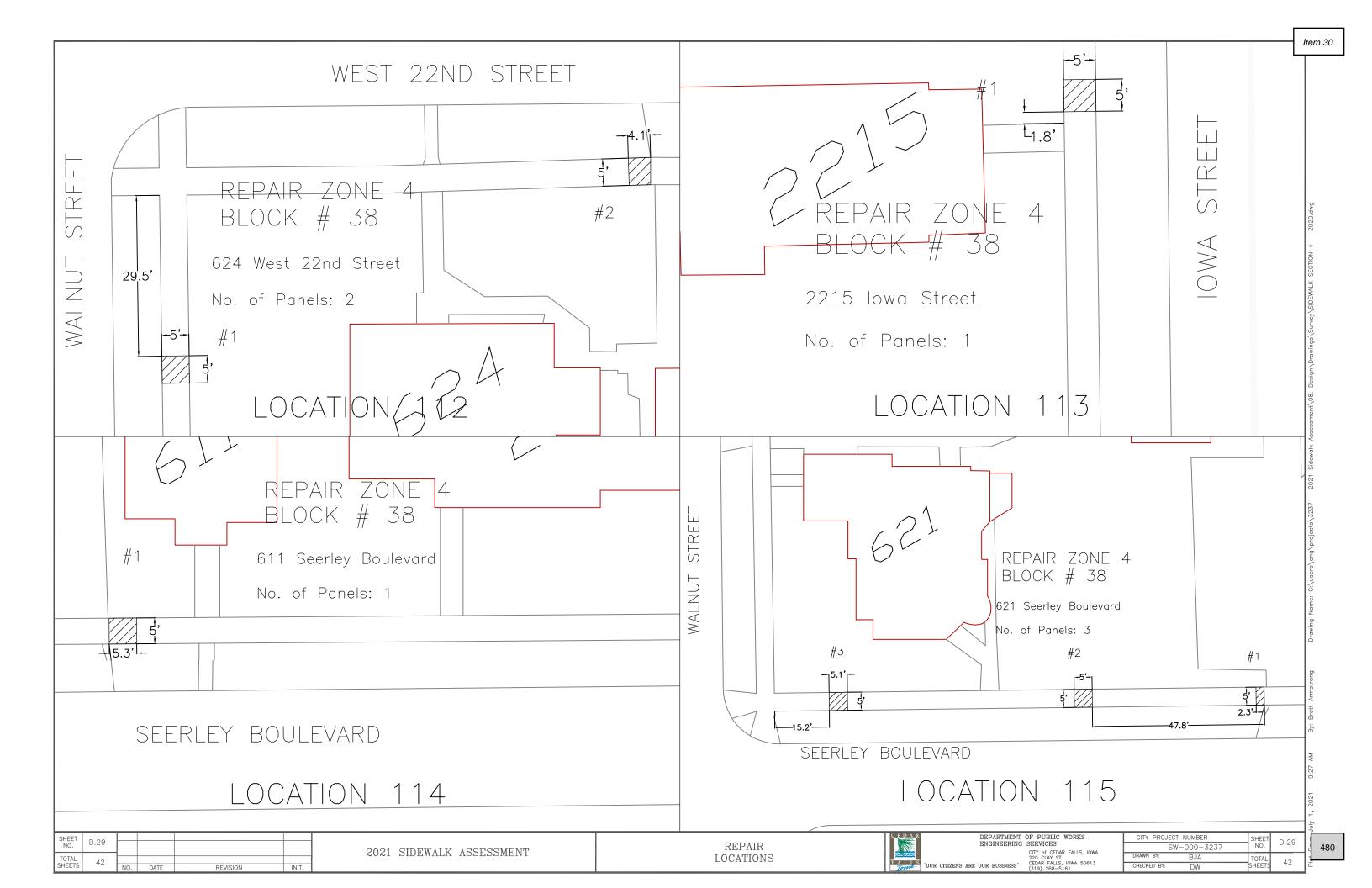


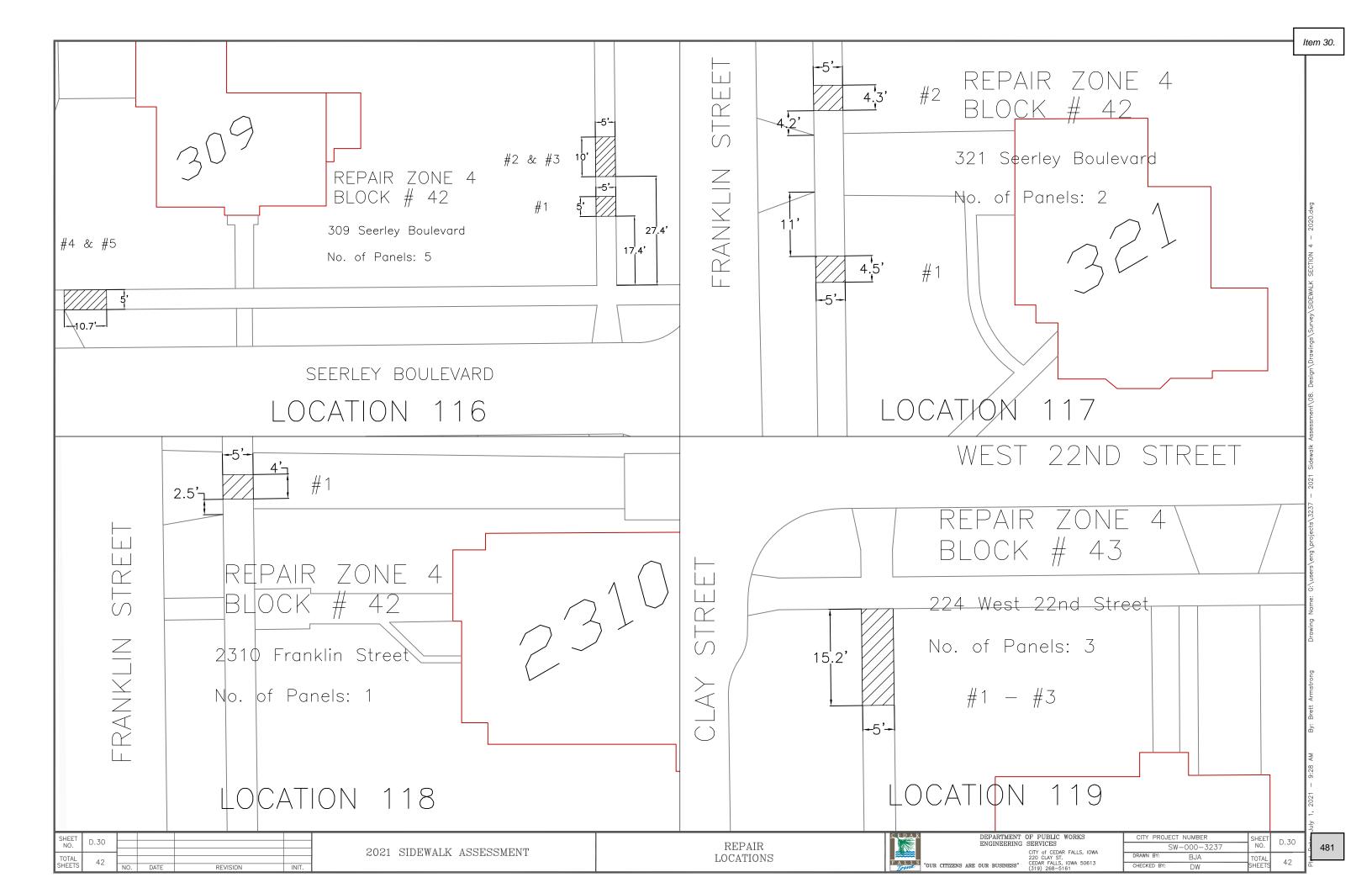


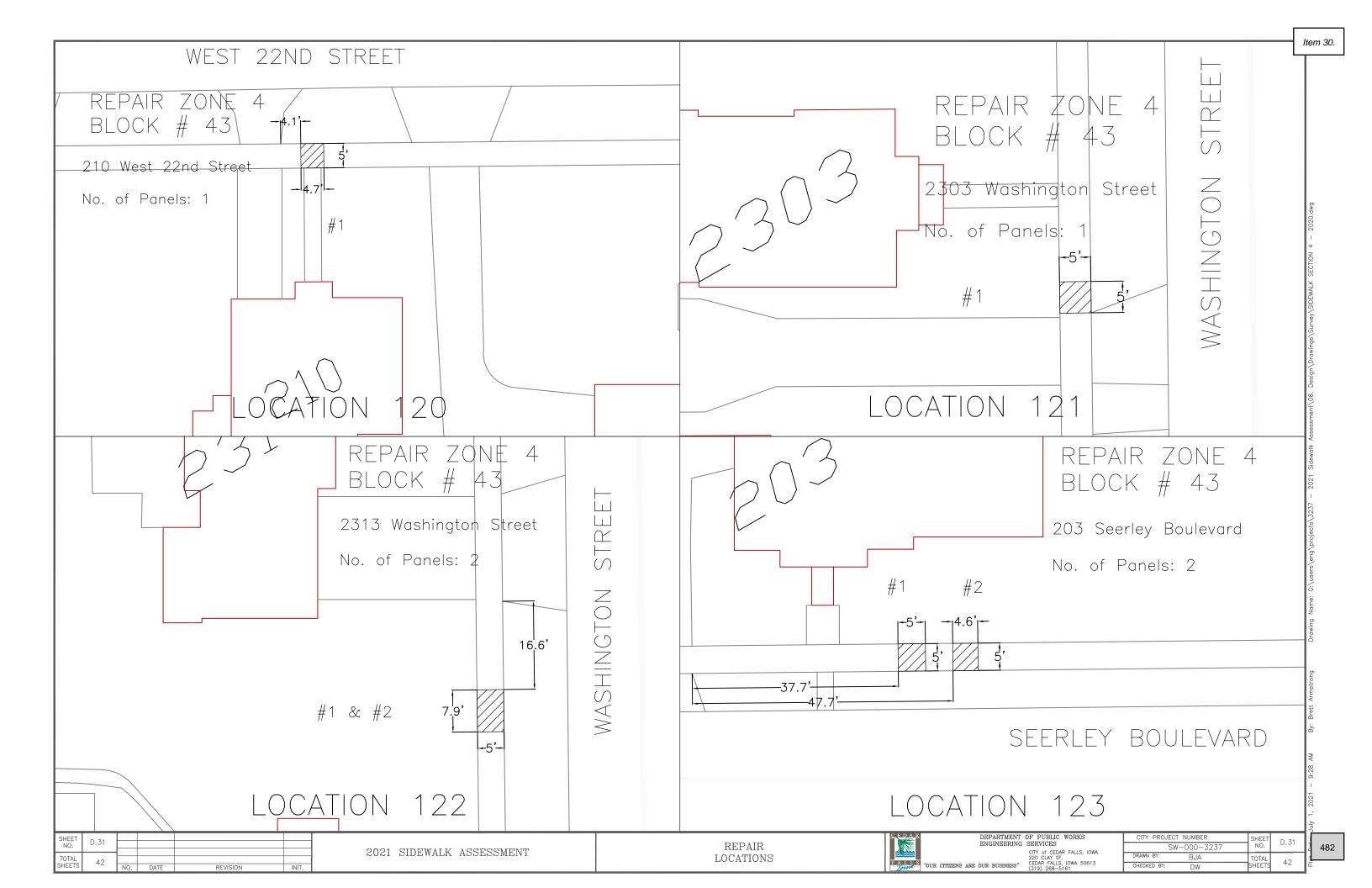


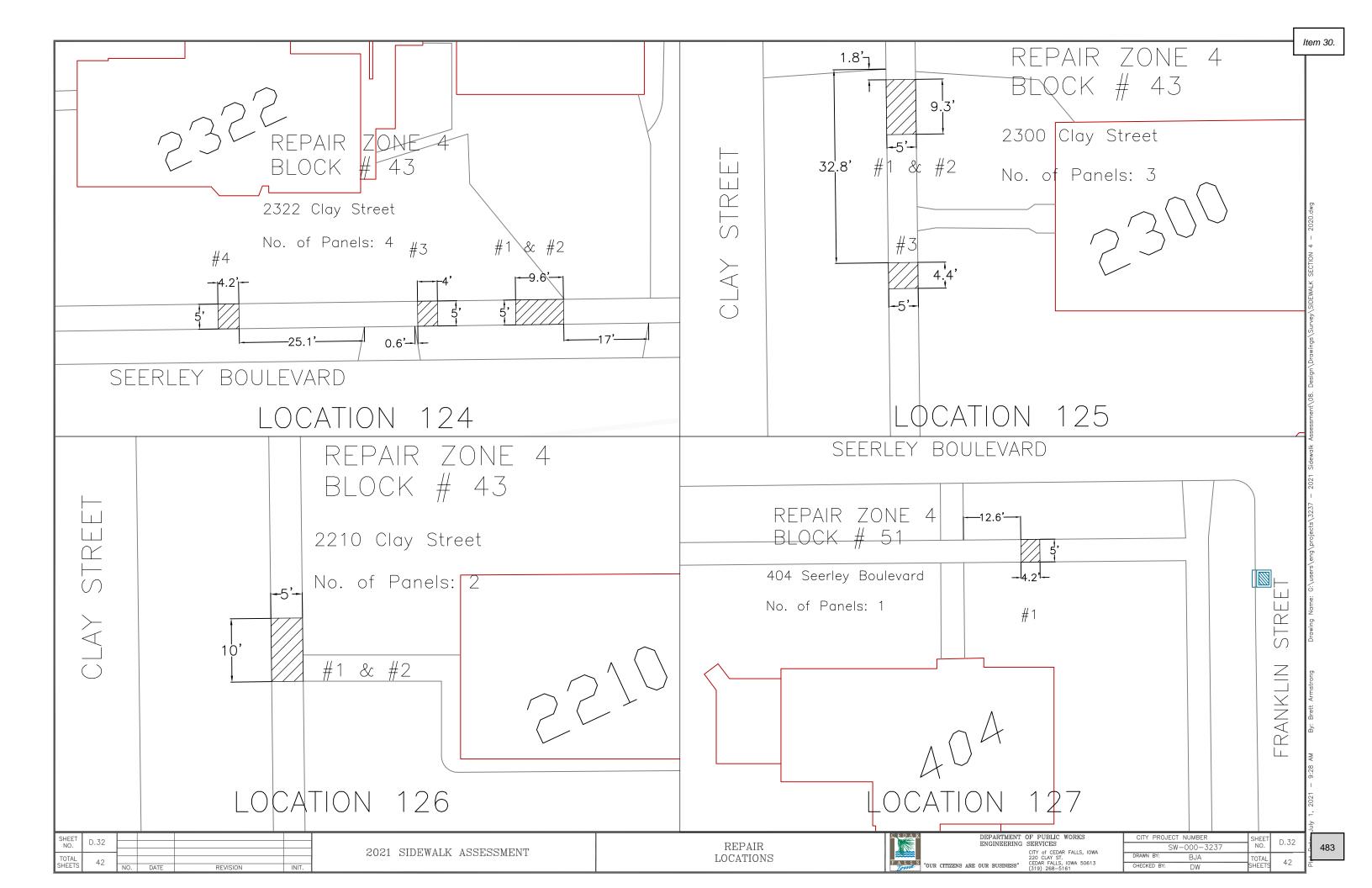


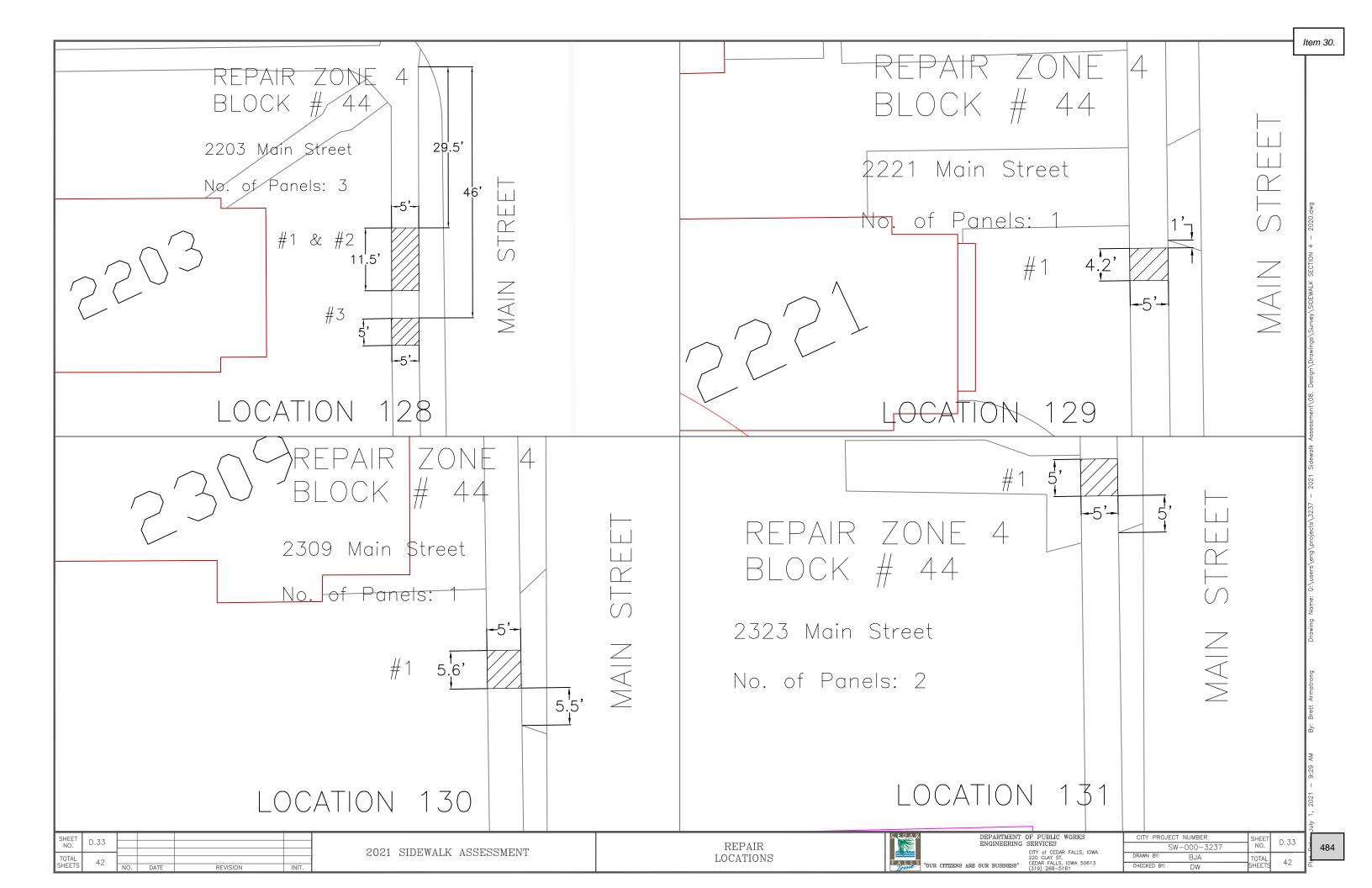


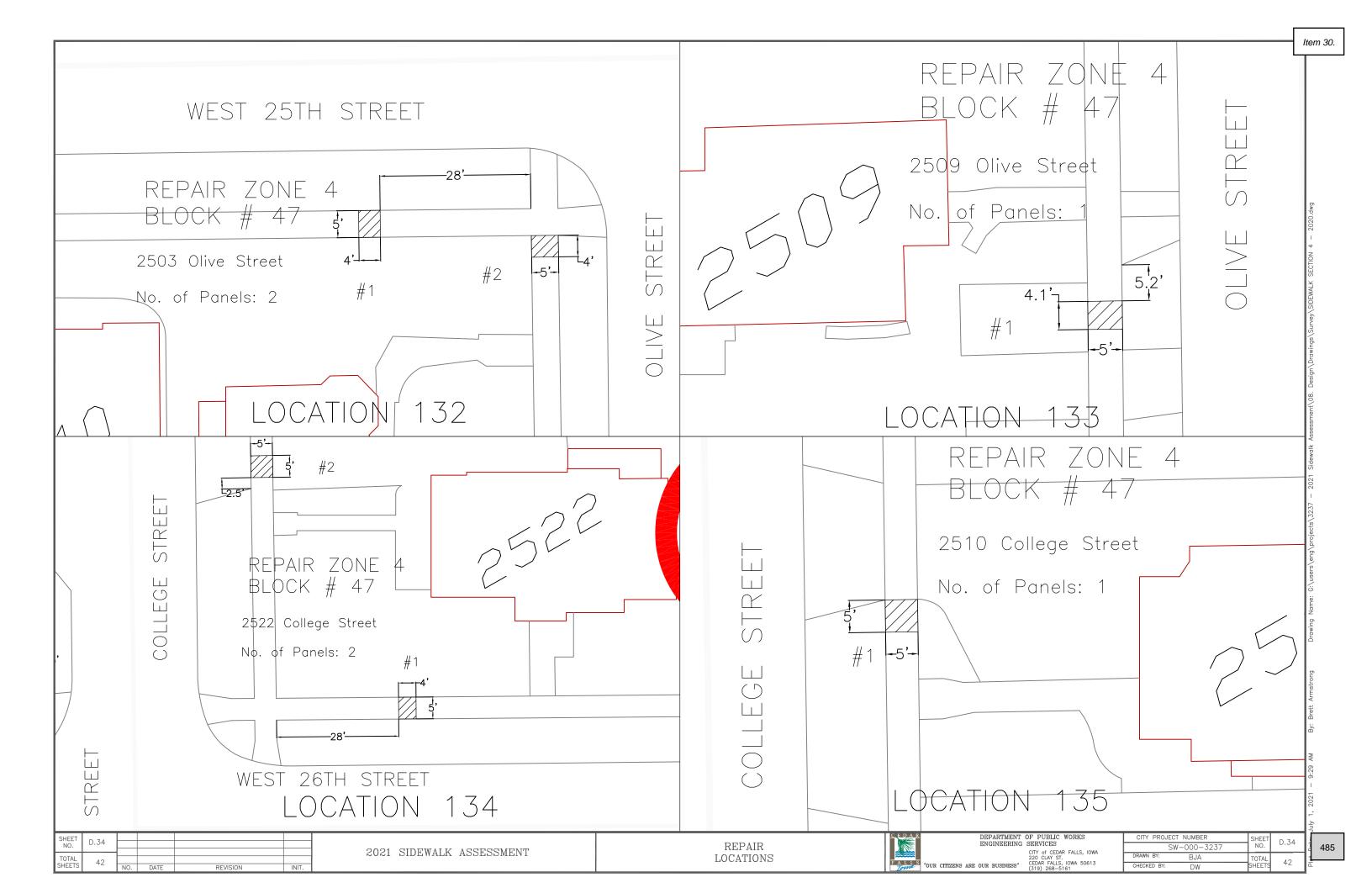














#### **DEPARTMENT OF PUBLIC WORKS**

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 Green and City Council

FROM: Brett Armstrong, Civil Engineer I

**DATE:** July 1, 2021

**SUBJECT:** 2021 Permeable Alley Project

Project No. RC-000-3252 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Permeable Alley Project.

We recommend setting Monday, July 19<sup>th</sup>, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday. July 27<sup>th</sup>, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 7, 2021. The Plans and Specifications will be ready for distribution to contractors on July 7, 2021 allowing more than two (2) weeks of review before contract letting.

This project involves the installation of one full permeable alley, and one standard concrete alley in an area requiring a paved surface but unable to function as a permeable alley system. Work shall include a combination of excavation and backfill of the alley areas; removal of driveway and sidewalk; subdrain; removal and replacement of PCC curb & gutter; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete or gravel driveway replacement.

The total estimated cost for the construction of this project is \$107,175.00. The project will be funded by Street Construction Fund (SCF) and Storm Water Fund (STW) funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, City Engineer

Chase Schrage, Director of Public Works

## 2021 PERMEABLE ALLEY PROJECT CITY PROJECT NO. ST-000-3252 PAVERS / P.C.C. PAVING / STORM SEWER Estimate of Probable Cost

| ITEM<br>NO. | ITEM DESCRIPTION                                 | UNITS | 12TH -13TH &<br>WASHINGTON<br>-MAIN | 9TH - 10TH &<br>MAIN -STATE | TOTAL ESTIMATE D QUANTITY | UNIT PRICE  | EXTENDED<br>PRICE |
|-------------|--------------------------------------------------|-------|-------------------------------------|-----------------------------|---------------------------|-------------|-------------------|
| 1           | TOPSOIL, FURNISH & SPREAD                        | CY    | 5.0                                 | 7.0                         | 12.0                      | \$50.00     | \$600.00          |
| 2           | EXCAVATION, CLASS 10, ROADWAY WASTE              | CY    | 179.0                               | 60.0                        | 239.0                     | \$15.00     | \$3,585.00        |
| 3           | MODIFIED SUBBASE 12"                             | SY    | 0.0                                 | 180.0                       | 180.0                     | \$18.00     | \$3,240.00        |
|             | SUBDRAIN CLEANOUT, TYPE A-1, 6"                  | EACH  | 2.0                                 | 0.0                         | 2.0                       | \$500.00    | \$1,000.00        |
| 5           | VALVE EXTENSION                                  | EACH  | 0.0                                 | 0.0                         | 0.0                       | \$175.00    | \$0.00            |
| 6           | 7" CURB & GUTTER, P.C.C., 2.5' WIDE              | LF    | 26.0                                | 25.0                        | 51.0                      | \$50.00     | \$2,550.00        |
| 7           | 7" CURB & GUTTER, P.C.C., 5' WIDE                | LF    | 30.0                                | 0.0                         | 30.0                      | \$100.00    | \$3,000.00        |
| 8           | REMOVAL OF DRIVEWAY                              | SY    | 49.0                                | 30.0                        | 79.0                      | \$10.00     | \$790.00          |
| 9           | REMOVAL OF SIDEWALK                              | SY    | 33.0                                | 14.0                        | 47.0                      | \$10.00     | \$470.00          |
|             | SIDEWALK, 6" P.C.C.                              | SY    | 33.0                                | 14.0                        | 47.0                      | \$90.00     | \$4,230.00        |
|             | DRIVEWAY, 6" P.C.C.                              | SY    | 95.0                                | 30.0                        | 125.0                     | \$80.00     | \$10,000.00       |
| 12          | DRIVEWAY, GRANULAR, 1" ROADSTONE                 | SY    | 19.0                                | 21.0                        | 40.0                      | \$10.00     | \$400.00          |
| 13          | REMOVAL OF CURB &GUTTER                          | LF    | 56.0                                | 25.0                        | 81.0                      | \$10.00     | \$810.00          |
|             | ENGINEERING FABRIC                               | SY    | 476.0                               | 0.0                         | 476.0                     | \$5.00      | \$2,380.00        |
|             | SUBDRAIN, 6" PLASTIC PERFORATED                  | L.F.  | 280.0                               | 0.0                         | 280.0                     | \$13.00     | \$3,640.00        |
|             | SUBDRAIN, 8" PLASTIC PERFORATED                  | LF    | 0.0                                 | 0.0                         | 0.0                       | \$15.00     | \$0.00            |
|             | STORAGE AGGREGATE, 8"                            | SY    | 358.0                               | 0.0                         | 358.0                     | \$15.00     | \$5,370.00        |
| 18          | FILTER AGGREGATE, 4"                             | SY    | 358.0                               | 0.0                         | 358.0                     | \$10.00     | \$3,580.00        |
| 19          | PERMEABLE INTERLOCKING PAVERS, CLAY BRICK        | SF    | 1,040.0                             | 0.0                         | 1,040.0                   | \$12.00     | \$12,480.00       |
| 20          | 6" P.C.C. PAVEMENT                               | SY    | 0.0                                 | 180.0                       | 180.0                     | \$60.00     | \$10,800.00       |
| 22          | P.C.C. EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE | SY    | 242.0                               | 0.0                         | 242.0                     | \$65.00     | \$15,730.00       |
|             | TRAFFIC CONTROL                                  | LS    | 0.5                                 | 0.5                         | 1.0                       | \$5,000.00  | \$5,000.00        |
| 22          | HYDRAULIC SEEDING                                | SF    | 111.0                               | 193.0                       | 304.0                     | \$2.00      | \$608.00          |
|             | WATTLE, STRAW, 9"                                | LF    | 1.0                                 | 1.0                         | 2.0                       | \$6.00      | \$12.00           |
|             | INLET PROTECTION DEVICE                          | EACH  | 1.0                                 | 1.0                         | 2.0                       | \$350.00    | \$700.00          |
|             | INLET PROTECTION DEVICE, MAINTENANCE             | EACH  | 1.0                                 | 1.0                         | 2.0                       | \$100.00    | \$200.00          |
| 26          | MOBILIZATION                                     | LS    | 0.6                                 | 0.4                         | 1.0                       | \$15,000.00 | \$15,000.00       |
|             | PATCH, HMA (ST) SURFACE, 1/2", PG58-28S          | TONS  | 0.0                                 | 5.0                         | 5.0                       | \$200.00    | \$1,000.00        |
|             | INTAKE, SINGLE FLAT                              | EACH  | 0.0                                 | 0.0                         | 0.0                       | \$5,500.00  | \$0.00            |
| 29          | INTAKE, TYPE B                                   | EACH  | 0.0                                 | 0.0                         | 0.0                       | \$5,500.00  | \$0.00            |

 12TH-13TH &WASHINGTON TO N. MAIN COST:1
 \$62,567.00

 9TH - 10TH & MAIN -STATE ESTIMATED COST:
 \$22,486.00

 TOTAL PRELIMINARY ESTIMATE OF COST TOTAL:
 \$107,175.00

# PROJECT SPECIFICATIONS For 2021 Permeable Alley Project

Project No. ST-000-3252 Cedar Falls, Iowa

#### **ENGINEER'S CERTIFICATION**



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

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

My license renewal date is December 31, 2022 Pages or sheets covered by this seal: 1-30.

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#### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 edition of the "STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' 2021 Supplemental Specifications to the most current edition of the SUDAS STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM"

Links to both documents can be found on the City's website at: <a href="https://www.cedarfalls.com/designstandards">www.cedarfalls.com/designstandards</a>

**DIVISION 4 – Supplemental Plans and Specifications** 

29-30

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2021 PERMEABLE ALLEY PROJECT, CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, lowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2021 Permeable Alley Project in said City at 7:00 p.m. on the 1st day of March, 2021, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the estimated total cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

| City of Cedar Falls, Iowa           |  |
|-------------------------------------|--|
| Ву:                                 |  |
| Jacque Danielsen, CMC<br>City Clerk |  |

## NOTICE TO BIDDERS CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT 2021 PERMEABLE ALLEY PROJECT

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 30th day of March, 2021.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 30th day of March, 2021 in the City Council Chambers at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on April 15th, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than September 17, 2021 and shall fully complete close-out of the project no later than November 5, 2021. In addition, the alleys shall be completed with the calendar days specified in the "06 Contract Time" within Division 2. Calendar day allotments only apply to each alley and any remaining calendar days on a given alley cannot be used on another alley.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a Bid Security as defined in the Instructions to Bidders - Division 1, Section 05.

<u>Performance and Payment Bonds</u>: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

<u>Contract Documents</u>: <u>Contract Documents</u>: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Tuesday, March 01, 2021 at no cost by clicking on the "Bid Opportunities" link at <a href="www.cedarfalls.com">www.cedarfalls.com</a> and choosing the **2021 Permeable Alley** project from the list. Project information, Engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at <a href="www.QuestCDN.com">www.QuestCDN.com</a>. If required, hard copies of the project documents may be obtained from the City Engineer's office, 220 Clay Street, Cedar Falls, Iowa 50613.

Contact Brett Armstrong for document distribution or any questions via phone: (319) 268-5163, fax: (319) 268-5197, or email: <a href="mailto:brett.armstrong@cedarfalls.com">brett.armstrong@cedarfalls.com</a>. QuestCDN reference number 6729030.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Brett Armstrong
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
brett.armstrong@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

<u>Preference for Iowa Products and Labor</u>: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with lowa statutes, a resident Bidder shall be allowed a preference as against a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive; and be rejected.

<u>Sales Tax</u>: Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

<u>Project Description:</u> This project involves the installation of one full permeable alleys and a full P.C.C alleyway. Work shall include a combination of excavation and backfill of the alley areas; removal of driveway and sidewalk; sub drain; removal and replacement of PCC curb

& gutter; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete or gravel driveway replacement.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA BY: \_\_\_\_\_ Jacque Danielsen, CMC City Clerk

#### **DIVISION I – Instructions to Bidders**

The work comprising the 2021 Permeable Alley Project shall be constructed in accordance with the 2021 edition of the Statewide Urban Standard Specifications for Public Improvements (SUDAS) and as further modified by the City of Cedar Falls' 2021 Supplemental Specifications to the 2021 edition of the SUDAS and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your Bid, please review the requirements of "Division One, General Provisions and Covenants," in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

#### 01 Definition and Terms

Add the following to the SUDAS Standard Specifications Section 1010 – 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 Permeable Alley Project Project No. ST-000-3252

#### 02 Qualification of the Bidder

Add the following to The SUDAS Standard Specifications Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm

or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

#### 03 Contents of the Proposal Forms

Add the following to The SUDAS Standard Specifications Section 1020 – 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's Office. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

#### 04 Taxes

Add the following to The SUDAS Standard Specifications Section 1020 – 1.08:

Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

#### 05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to The SUDAS Standard Specifications Section 1020 – 1.12:

The Bid Security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other Bid Bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to City Clerk of the City of Cedar Falls."

"Miscellaneous Bank checks," as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the Bidder's name. The form shall then include the item numbers, item descriptions and units, and their quantities. The Bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for each purpose, and the total amount of the proposal obtained by adding the cost extension for every bid item. The form shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the Bidder and its official address, and the Bidder's representative's legible printed name, signature, and title. The "entry area for total bid" line on the supplied Form of Proposal shall also be completed with the entry of "see attached".

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidders Status Form, and Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: 2021 Permeable Alley Project

Project No. ST-000-3252

#### FORM OF PROPOSAL 2021 PERMEABLE ALLEY PROJECT PROJECT NO. ST-000-3252 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

| ITEM<br>NO. | DESCRIPTION                            | UNIT | TOTAL<br>QUANTITY | UNIT<br>PRICES | EXTENDED PRICES |
|-------------|----------------------------------------|------|-------------------|----------------|-----------------|
| 1           | TOPSOIL, FURNISH & SPREAD              | C.Y. | 12                |                |                 |
| 2           | EXCAVATION, CLASS 10,<br>ROADWAY WASTE | C.Y. | 239               |                |                 |
| 3           | MODIFIED SUBBASE, 12"                  | S.Y. | 180               |                |                 |
| 4           | SUBDRAIN CLEANOUT,<br>TYPE A-1, 6"     | EACH | 2                 |                |                 |
| 5           | VALVE EXTENSION                        | EACH | 1                 |                |                 |
| 6           | 7" CURB & GUTTER,<br>P.C.C., 2.5' WIDE | L.F. | 51                |                |                 |
| 7           | 7" CURB & GUTTER, P.C.C., 5' WIDE      | L.F. | 30                |                |                 |

| ITEM<br>NO. | DESCRIPTION                                        | UNIT | TOTAL<br>QUANTITY | UNIT<br>PRICES | EXTENDED PRICES |
|-------------|----------------------------------------------------|------|-------------------|----------------|-----------------|
| 8           | REMOVAL OF DRIVEWAY                                | S.Y. | 79                |                |                 |
| 9           | REMOVAL OF SIDEWALK                                | S.Y. | 47                |                |                 |
| 10          | SIDEWALK, 6" P.C.C.                                | S.Y. | 47                |                |                 |
| 11          | DRIVEWAY, 6" P.C.C.                                | S.Y. | 125               |                |                 |
| 12          | DRIVEWAY, GRANULAR, 1"<br>ROADSTONE                | S.Y. | 40                |                |                 |
| 13          | REMOVAL OF CURB & GUTTER                           | L.F. | 81                |                |                 |
| 14          | ENGINEERING FABRIC                                 | S.Y. | 476               |                |                 |
| 15          | UNDERDRAIN 6"PLASTIC<br>PERFORATED TYPE S          | L.F. | 280               |                |                 |
| 16          | STORAGE AGGREGATE, 8"                              | S.Y. | 358               |                |                 |
| 17          | FILTER AGGREGATE, 4"                               | S.Y. | 358               |                |                 |
| 18          | PERMEABLE INTERLOCKING<br>PAVERS, CLAY BRICK       | S.F. | 1040              |                |                 |
| 19          | 6", P.C.C. PAVEMENT                                | S.Y. | 180               |                |                 |
| 20          | P.C.C. EDGE RETRAINT, 6"<br>CONCRETE SLAB, 4' WIDE | S.Y. | 242               |                |                 |
| 21          | TRAFFIC CONTROL                                    | L.S. | 1                 |                |                 |
| 22          | HYDRAULIC SEEDING                                  | S.F. | 304               |                |                 |
| 23          | WATTLE, STRAW, 9"                                  | L.F. | 2                 |                |                 |
| 24          | INLET PROTECTION DEVICE                            | EACH | 2                 |                |                 |
| 25          | INLET PROTECTION DEVICE MAINTENANCE                | EACH | 2                 |                |                 |
| 26          | MOBILIZATION                                       | L.S. | 1                 |                |                 |
| 27          | PATCH, HMA(ST) SURFACE, 1/2", PG58-28S             | TONS | 5                 |                |                 |
|             |                                                    |      |                   | TOTAL BID      |                 |

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-26). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

| Bid Security in the sum of                           | in the form of                                  |
|------------------------------------------------------|-------------------------------------------------|
|                                                      | , is submitted herewith in accordance with      |
| the Instructions to Bidders.                         |                                                 |
| The Bidder is prepared to submit a finan             | cial and experience statement upon request.     |
| The Bidder has received the following Ad             | ddendum or Addenda:                             |
| Addendum No.                                         | Date                                            |
| Addendum No.  Addendum No.                           | Date                                            |
| The Bidder has filled in all blanks on this          | Proposal.                                       |
| Note: The Penalty for making false sta Section 1001. | tements in offers is prescribed in 18 U.S.C.A., |
| Name of bidder                                       |                                                 |
|                                                      |                                                 |
|                                                      | Ву                                              |
| Official Address                                     | Title                                           |

#### **BID BOND**

|        | KNOW ALL MEN BY THESE PRESENTS, that we,                                                                                                                                                                                                                                                                                                                                            |                                                  |                                                                                        |  |  |  |  |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------|--|--|--|--|
| In the | e penal sum of                                                                                                                                                                                                                                                                                                                                                                      | Dollars (\$_<br>n will and truly be made, we bin | ) lawful money of dourselves, our heirs, executors, hereas the Principal has submitted |  |  |  |  |
| NOW    | THEREFORE,                                                                                                                                                                                                                                                                                                                                                                          |                                                  | ·                                                                                      |  |  |  |  |
| (a)    | If said Bid shall be rejected, or in the alte                                                                                                                                                                                                                                                                                                                                       | ernate,                                          |                                                                                        |  |  |  |  |
| (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 person performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, |                                                  |                                                                                        |  |  |  |  |
| unde   | this obligation shall be void, otherwise rstood and agreed that the liability of the Sul amount of this obligation as herein stated.                                                                                                                                                                                                                                                |                                                  |                                                                                        |  |  |  |  |
| dama   | rtue of statutory authority, the full amount ages sustained in the event that the Principa pecifications or by law.                                                                                                                                                                                                                                                                 |                                                  |                                                                                        |  |  |  |  |
| be in  | Surety, for value received, hereby stipulates<br>no way impaired or affected by any exten-<br>ute such contract; and said Surety does here                                                                                                                                                                                                                                          | sion of the time within which the                | e Obligee may accept such Bid or                                                       |  |  |  |  |
| as ar  | ITNESS WHEREOF, the Principal and the se corporations, have caused their corporate officers this day of                                                                                                                                                                                                                                                                             | seals to be hereto affixed and th                |                                                                                        |  |  |  |  |
|        |                                                                                                                                                                                                                                                                                                                                                                                     | Principal                                        | (Seal)                                                                                 |  |  |  |  |
|        |                                                                                                                                                                                                                                                                                                                                                                                     | Ву                                               | (Title)                                                                                |  |  |  |  |
| Witne  | ess                                                                                                                                                                                                                                                                                                                                                                                 |                                                  | (Seal)                                                                                 |  |  |  |  |
|        |                                                                                                                                                                                                                                                                                                                                                                                     | Surety                                           |                                                                                        |  |  |  |  |
| Witne  | 9SS                                                                                                                                                                                                                                                                                                                                                                                 | By                                               | Attorney-in-fact                                                                       |  |  |  |  |

#### **Bidder Status Form**

| To be complet                                                                                                                                                                   | ted by all bidders                                                                                                                                                                                                | Part A             |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|--|--|
| Please answer "Yes" or "No" for each of the following:                                                                                                                          |                                                                                                                                                                                                                   |                    |  |  |  |
| Yes No                                                                                                                                                                          | Yes No My company is authorized to transact business in lowa.  (To help you determine if your company is authorized, please review the worksheet on the next page).                                               |                    |  |  |  |
| Yes No                                                                                                                                                                          | Yes No My company has an office to transact business in Iowa.                                                                                                                                                     |                    |  |  |  |
| Yes No                                                                                                                                                                          | My company's office in lowa is suitable for more than receiving mail, telephone calls, and e<br>My company has been conducting business in lowa for at least 3 years prior to the first required on this project. |                    |  |  |  |
| Yes No                                                                                                                                                                          |                                                                                                                                                                                                                   |                    |  |  |  |
|                                                                                                                                                                                 | If you answered "Yes" for each question above, your company qualifies as a resident bidde complete Parts B and D of this form.                                                                                    | r. Please          |  |  |  |
|                                                                                                                                                                                 | If you answered "No" to one or more questions above, your company is a nonresident bidde complete Parts C and D of this form.                                                                                     | er. Please         |  |  |  |
| To be complet                                                                                                                                                                   | ted by resident bidders                                                                                                                                                                                           | Part B             |  |  |  |
| My company has                                                                                                                                                                  | maintained offices in lowa during the past 3 years at the following addresses:                                                                                                                                    |                    |  |  |  |
| Dates:/                                                                                                                                                                         | /to// Address:                                                                                                                                                                                                    |                    |  |  |  |
|                                                                                                                                                                                 | City, State, Zip:                                                                                                                                                                                                 |                    |  |  |  |
| Dates:/to//Address:                                                                                                                                                             |                                                                                                                                                                                                                   |                    |  |  |  |
|                                                                                                                                                                                 | City, State, Zip:                                                                                                                                                                                                 |                    |  |  |  |
| Dates:/                                                                                                                                                                         | /to// Address:                                                                                                                                                                                                    |                    |  |  |  |
| You may attach additional sheet(s) if needed. City, State, Zip:                                                                                                                 |                                                                                                                                                                                                                   |                    |  |  |  |
| To be completed by non-resident bidders Part C                                                                                                                                  |                                                                                                                                                                                                                   |                    |  |  |  |
| Name of home state or foreign country reported to the lowa Secretary of State:                                                                                                  |                                                                                                                                                                                                                   |                    |  |  |  |
| 2. Does your cor                                                                                                                                                                | mpany's home state or foreign country offer preferences to bidders who are residents?                                                                                                                             | Yes No             |  |  |  |
| <ol><li>If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country<br/>and the appropriate legal citation.</li></ol> |                                                                                                                                                                                                                   |                    |  |  |  |
|                                                                                                                                                                                 |                                                                                                                                                                                                                   |                    |  |  |  |
|                                                                                                                                                                                 | You may attach additional st                                                                                                                                                                                      | neet(s) if needed. |  |  |  |
| To be complet                                                                                                                                                                   | ted by all bidders                                                                                                                                                                                                | Part D             |  |  |  |
| •                                                                                                                                                                               | tatements made on this document are true and complete to the best of my knowledge and I k<br>accurate and truthful information may be a reason to reject my bid.                                                  | now that my        |  |  |  |
| Firm Name:                                                                                                                                                                      |                                                                                                                                                                                                                   |                    |  |  |  |
| Signature:                                                                                                                                                                      | Date:                                                                                                                                                                                                             |                    |  |  |  |
|                                                                                                                                                                                 | V                                                                                                                                                                                                                 |                    |  |  |  |

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156.

This form has been approved by the lowa 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 lowa. Yes No My business is currently registered as a contractor with the lowa 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 lowa for lowa income tax purposes. My business is an active corporation with the lowa Secretary of State and has paid all fees ☐ Yes ☐ No required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. My business is a corporation whose articles of incorporation are filed in a state other than lowa, Yes No the corporation has received a certificate of authority from the lowa 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 lowa, has filed a statement of foreign qualification in lowa 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 lowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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. My business is a limited liability company whose certificate of organization is filed in Iowa and has Yes No 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

309-6001 02-14

### NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. ST-000-3252

| STATE OF                                                                                                                                                                                                                                                                                                                                         | <br>SS                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF                                                                                                                                                                                                                                                                                                                                        | _                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                  | , being                                                                                                                        | first duly sworn, deposes and says that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (1) We are                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                | of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (owner, partne                                                                                                                                                                                                                                                                                                                                   | r, officer, re                                                                                                                 | epresentative, or agent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| , tł                                                                                                                                                                                                                                                                                                                                             | ne Bidder th                                                                                                                   | nat has submitted the attached bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (2) We are fully informed respect pertinent circumstances respecting suc                                                                                                                                                                                                                                                                         |                                                                                                                                | eparation and contents of the attached bid and of all                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| (3) Such bid is genuine and is not                                                                                                                                                                                                                                                                                                               | a collusive                                                                                                                    | or sham bid:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| employees or parties in interest, include agreed, directly or indirectly, with any connection with the Contract for which connection with such Contract, or has collusion or communication or conferent the attached bid or of any other Bidder, or to secure through advantage against the City of Cedar Factor.  The price or prices quoted in | ding this af other Bidd at the attach as in any nace with any r, or, to fix any collusi alls, Iowa, on the attach inlawful agr | so officers, partners, owners, agents, representatives, fiant, has in any way colluded, conspired, connived or er, firm or person to submit a collusive or sham bid in ed bid has been submitted or to refrain from bidding in nanner, directly or indirectly, sought by agreement or yother Bidder, firm or person to fix the price or prices in any overhead, profit or cost element of the bid price of on, conspiracy, connivance, or unlawful agreement any rany person interested in the proposed Contract; and need bid are fair and proper and are not tainted by a reement on the part of the Bidder or any of its agents, including this affiant. |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                | Signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Subscribed and sworn to before me                                                                                                                                                                                                                                                                                                                |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| this day of                                                                                                                                                                                                                                                                                                                                      | , 20                                                                                                                           | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Title                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                | _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| My Commission expires                                                                                                                                                                                                                                                                                                                            |                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

#### FORM OF CONTRACT

| WITNESS | ETH:       | , hereinafter called the Contractor.                                     |
|---------|------------|--------------------------------------------------------------------------|
| Owner,  | and        | of                                                                       |
|         | _, 2021, b | by and between the City of Cedar Falls, Iowa, hereinafter called the     |
| Thi     | s Contract | t entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this day of |

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 PERMEABLE ALLEY PROJECT, Project No. ST-000-3252 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 17th day of February 2021, 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. ST-000-3252 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
- i. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- I. Non-collusion Affidavit of Prime Bidder
- m. Bidder Status Form

| In Witness whereof, this Contract h | has been executed in quadruplicate on the date first |
|-------------------------------------|------------------------------------------------------|
| herein written.                     |                                                      |
|                                     | Contractor                                           |
|                                     | CITY OF CEDAR FALLS, IOWA                            |
|                                     | By<br>Robert M. Green, Mayor                         |
| Attest:                             |                                                      |

# Performance, Payment, and Maintenance Bond

| SURETY BOND NO                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                               |
| KNOW ALL BY THESE PRESENTS:                                                                                                                                                                   |
| That we,, as Principal (hereinafter the "Contractor" or "Principal" and as Surety are held and firmly bound unto                                                                              |
| CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons                                                                                            |
| who may be injured by any breach of any of the conditions of this Bond in the penal sum of                                                                                                    |
| (\$), lawful money of the United States, for the payment of which sum, well and truly to                                                                                                      |
| be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.                                                                     |
| The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the day of, 2021, hereinafter the "Contract") wherein said |
| Contractor undertakes and agrees to construct the following described improvements:                                                                                                           |
| 2021 Permeable Alley Project                                                                                                                                                                  |

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.

Paving / Pavers / Storm Sewer Project ST-000-3252

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

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

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

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

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

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

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for 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. <u>ST-000-3252</u>

| itness our hands, in triplicate, this | _ day of | <u>, 2021</u> .                          |
|---------------------------------------|----------|------------------------------------------|
| Surety Countersigned By:              | PRIM     | NCIPAL:                                  |
| Signature of Agent                    |          | Contractor                               |
|                                       | Ву:      | Signature                                |
| Printed Name of Agent                 |          | Title                                    |
| Company Name                          | SU       | RETY:                                    |
| Company Address                       |          | Surety Company                           |
| City, State, Zip Code                 | By:      | Signature Attorney-in-Fact Officer       |
| Company Telephone Number              |          | Printed Name of Attorney-in-Fact Officer |
|                                       | _        | Company Name                             |
| FORM APPROVED BY:                     | _        | Company Address                          |
|                                       |          | 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.

| NOTICE TO PROCEED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TO: DATE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| PROJI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ECT: 2021 PERMEABLE ALLEY ST-000-3252 Cedar Falls, Iowa                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| You are hereby notified to commence WORK in a, 2021, within ten (10) cal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>2021</b> and you are to complete the WORK as follo equipment necessary for construction of the 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ws: furnish all labor, material and                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| The work under the proposed contract shall comrethe date set forth in this written Notice to Proceed diligently through the duration of the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Liquidated damages in the amount of eight hundred be assessed for each calendar day for each alley expiration of the contract time set forth. The alley 12 <sup>th</sup> to 13 <sup>th</sup> Washington-Main st. shall be substant Liquidated damages in the amount of eight hundred be assessed for each calendar day that any work 2021 (substantial completion). Substantial complete to the general public with minor work (e.g. workstood closures. Contractor shall fully complete the close 2021. If remaining punch list items remain after N will go into effect in the amount of eight hundred (completed. | that is not substantially complete after the by between 9 <sup>th</sup> and 10 <sup>th</sup> Main-State st and tially completed by November 5, 2021. The ded (\$800.00) dollars per calendar day will a remains uncompleted after October 18th, letion shall mean that the alley's are fully exatering) to be completed without requiring expectation of the complete states are fully exatering and the complete states are fully exatering to be completed without requiring expectations. |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | City of Cedar Falls, Iowa (OWNER)                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | By                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

# **DIVISION 2 - Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

#### 01 Award of Contract

Add the following to The SUDAS Standard Specifications Section 1030 - 1.03:

The successful Bidder shall be required to furnish a Performance, Payment, and Maintenance Bond in the sum equal to one hundred (100%) percent of the total bid. The Maintenance Bond shall guarantee the maintenance of the improvements for a period of two (2 yrs.) years from and after its completion and acceptance by the City of Cedar Falls.

#### 02 Availability of Site

Add the following to The SUDAS Standard Specifications Section 1050 - 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with the Contractors or Contacts of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) UNI Spring Classes End May 7, 2021
- 4) Last Day of Cedar Falls Public Schools (Tentative) June 1, 2021
- 5) Sturgis Falls Celebration June 25-27, 2021
- 6) UNI Fall Classes Resume August 23, 2021
- 7) Cedar Falls Public Schools Resume (Tentative) August 24, 2021
- 8) UNI Homecoming October 16, 2021

#### 03 Protection of Line and Grade Stakes

*Add the following to The SUDAS Standard Specifications Section 1050 – 1.10:* 

The Contractor shall notify the Engineer at least forty-eight hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them. Contractor shall pay all said replacement cost(s) prior to the release of the final pay estimate.

#### 04 Borrow and Waste Sites

Add the following to The SUDAS Standard Specifications Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer will review all

disposal sites, prior to their use, to determine acceptability. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

### 05 Subletting or Assignment of Contract

Add the following to The SUDAS Standard Specifications Section 1080 - 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. Any item designated as a Specialty Item may be performed by subcontract, and the cost of any such Specialty Item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization. Any items that have been selected as a Specialty Item for the contract are listed as such in the Special Provisions.

#### 06 Contract Time

*Add the following to The SUDAS Standard Specifications Section 1080 – 1.02:* 

The work on the Contract shall commence ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be completed within the dates as set forth in the written Notice to Proceed.

Construction for this project shall be substantially completed by November 5<sup>th</sup>, 2021 and the project, including punch list items, shall be completed and ready for final acceptance by November 24<sup>th</sup>, 2021.

If an alley is not open to local traffic by the substantial completion day, liquidated damages of \$800.00 per day will be assessed.

#### 07 Work Progress and Schedule

Add the following to The SUDAS Standard Specifications Section 1080 - 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

### 08 Weekly Record of Working Days

Add the following to The SUDAS Standard Specifications Section 1080 - 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

#### 09 Liquidated Damages

Add the following to The SUDAS Standard Specifications Section 1080 - 1.12:

Liquidated damages in the amount of eight hundred (\$800.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

### 10 Progress Payments and Vouchers

*Add the following to The SUDAS Standard Specifications Section 1090 – 1.01:* 

Pay estimates will be submitted to the City Council for approval on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Sales Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06 – Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish lien waivers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last pay estimate for a period of ninety (90) calendar days following such completion and approval, unless satisfied that materials and labor have been fully paid for. Electronic signatures will be accepted on lien waivers.

#### 11 Storm Water Pollution Prevention

#### 1. Site Description

The proposed 2021 Permeable Alley Project involves the construction of one permeable paver alley and one P.C.C. alley . The construction shall include a combination of excavation and backfill in the alleys, P.C.C. installation, paver installation, new storm sewer with connections to new intakes, curb and gutter installation, and seeding.

Upon removal of pavement in any area, underground construction begins immediately, and construction proceeds continuously until that work section is re-opened to traffic. All areas included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into a branch of the Dry Run Creek and then to the Cedar River.

The Project plan set has details that are incorporated as a part of the Storm Water Pollution Prevention Plan. The Project plan set shows the intended construction staging plan and details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project area(s).

#### 2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. Sediment filters shall be installed on intake wells in sump locations and at the low point of each construction stage. Silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until all designated areas are sodded or have been paved.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to Subcontractors as Contractor chooses.

All Contractors/Subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by their operations or encountered in their work. All waste building material and supplies must be removed from the site and disposed of legally. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids and dispose of legally.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by any construction activities.

Each and every Contractor shall be responsible to the owner to:

- 1. Execute Contractor's/Subcontractor's part of the Storm Water Pollution Prevention Plan as described.
- 2. Conduct Contractor's/Subcontractor's activities to not damage any existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs at no additional expense to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that are needed during and at the conclusion of the work.

#### 3. Storm Water Management

Storm water will be routed by means of permeable pavement, sub drain, and storm sewer. Sub drain will be used to channel water from the sub drain to the existing main storm sewer pipes. The storm sewer pipes will range in size. Longitudinal sub-drains will be included along the centerline or off center of the alleys. The sub-drains will tie into the storm sewer pipes. The aggregate storage layer will be hydraulically tied to the sub-drain aggregate envelope. The storm water collection system is designed for the five (5 yr.) year storm event in accordance with local design standards. Temporary sediment basins are not incorporated because of the limited area exposed in each stage of construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not increase, and should decrease, as the final result of the permeable alley project. Storm water runoff shall be managed during construction to minimize erosion.

#### 4. Reporting and Updates

The Owner or a representative is to insure compliance with the plans and will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. Revisions and modifications shall be made to the control facilities as needed.

#### 12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 Permeable Alley Project No. ST-000-3252 in accordance with the 2021 edition of the SUDAS and as further amended by the City of Cedar Falls' 2021 Supplemental Specifications to the 2021 edition of the SUDAS.

#### 13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the Form of Proposal in accordance with the 2021 edition of the SUDAS Specifications and as further amended by the City of Cedar Falls' 2021 Supplemental Specifications to the 2021 edition of the SUDAS.

## **DIVISION 4 – Supplemental Plans and Specifications**

All work shall be constructed as specified in the Contract documents for the 2021 Permeable Alley Project in accordance with the 2021 Edition of the SUDAS and as further amended by the City of Cedar Falls' 2021 Supplemental Specifications to the most current edition of the SUDAS, except as amended or supplemented as follows:

#### <u>Item No. 13 – Engineering Fabric</u>

The contractor shall install geotextile fabric in the areas as noted in the construction plans and specifications. This material is to be used to separate the fines in the sub-base from the previous aggregate base. The Contractor shall use geotextiles that are in conformance with Iowa D.O.T. Specification 4196 using the "Subsurface Drainage Table". Materials IM 496.01 shall also apply for this bid item. Approved manufacturers and brand names are as listed in Materials IM 496.01, 5. Appendix A.

- 1. Contractor shall place geotextile fabric on the bottom and sides of the soil subgrade. Contractor shall secure the geotextile fabric in place to prevent wrinkling from vehicle tires and tracks on equipment.
- 2. Contractor shall over-lap the geotextile fabric a minimum of twelve (12") inches in the direction of drainage.
- 3. Contractor shall lay the geotextile fabric over the edges of the subgrade to prevent fines from washing into the pervious aggregate base.

#### <u>Item No. 19 – Permeable Interlocking Pavers, Clay Brick</u>

This bid item is for the furnishing and placement of permeable clay brick pavers. Pavers shall be a permeable clay brick paver by Belden Brick Company or approved equivalent. Paver color shall be Regimental Red and paver color sample shall be incidental to bid item. Pavers shall meet or exceed the requirements of ASTM standard C 1272; heavy vehicular paving brick. See the ASTM standard for additional requirements. Placement of the permeable pavers shall be as shown in the detail(s) in the construction documents. The permeable pavers shall be placed in a Herringbone pattern.

Contractor's placement of the permeable clay pavers shall be as follows:

- A. Where pavers are placed against a curb and gutter or other pavement, installation of an edge course or soldier course is required if the pavement edge is not straight. Trim pavers as required to compensate for deviations in the adjacent pavement edge. Do not cut pavers to less than 1/3 their original size.
- B. Install PCC edge restraint.
- C. Place chalk lines on the bedding course to maintain straight joint lines.

- D. After pavers have been installed on the bedding course, and all cut pavers have been inserted to provide a full and complete surface, inspect pavers for damaged units and irregular joint lines. Remove and replace pavers as required.
- E. After inspection and replacement of damaged pavers, fill joint openings with bedding stone. Sweep the surface clean.
- F. Compact pavement surface with two passes of a vibratory plate compactor capable of at least 5,000 pounds centrifugal compaction force. Do not operate plate compactor within 6 feet of an unrestrained pavement edge.
- G. Re-inspect pavers, and remove and replace all damaged units. Refill joint openings completely. Sweep pavers clean. Complete compaction with two passes of the plate compactor.
- H. Refill all paver joint openings with bedding aggregate 6 months after installation.

#### Quality control Standards shall be as followed:

- A. Ensure horizontal alignment of the PCC edge restraint is within 1/2 inch of design alignment.
- B. Ensure final surface is within 3/8 inch when tested with a 10 foot straightedge.
- C. Ensure no greater than 1/8 inch difference in height between adjacent pavers.
- D. Maintain surface elevation within 1/4 inch above adjacent drainage inlets, gutters, and other appurtenances.

#### Item No. 20 – PCC Edge Restraint, 6" Concrete Slab, 4' Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6", Class "C". Horizontal alignment requirement shall be per SUDAS section 7080-3.10-A.

#### <u>Item No. 22 – Hydraulic Seeding (Type 1, Permanent Lawn Mixture)</u>

The subgrade area shall be free of debris and rocks; and raked smooth before applying the hydraulic mulch/seed mix. The seed type shall be Type 1, permanent lawn mixture. The Contractor shall follow SUDAS Specification 9010.305 for the site preparation and the application procedure.

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE

# 2021 PERMEABLE ALLEY PROJECT PROJECT NO. ST-000-3252

PREPARED BY THE CITY ENGINEERING SERVICES DEPARTMENT OF PUBLIC WORKS CITY OF CEDAR FALLS, IOWA JULY, 2021

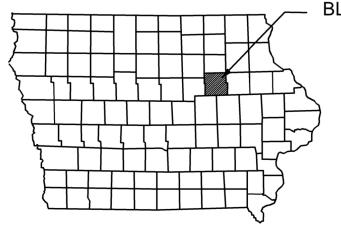
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON

|             | INDEX OF SHEETS                                                      |  |  |  |
|-------------|----------------------------------------------------------------------|--|--|--|
| SHEET NO.   | DESCRIPTION                                                          |  |  |  |
| A.01 - A.02 | TITLE SHEET, LOCATION MAP                                            |  |  |  |
| B.01 - B.02 | TYPICAL SECTIONS, DETAILS                                            |  |  |  |
| C.01 - C.03 | ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS |  |  |  |
| D.01 - D.02 | PLAN AND PROFILE                                                     |  |  |  |

#### 2021 EDITION URBAN STANDARD SPECIFICATIONS

| NUMBER   | DATE         | IDENTIFICATION                                        |
|----------|--------------|-------------------------------------------------------|
| 4020.211 | 4/17/18      | STORM SEWER PIPE CONNECTIONS                          |
| 4040.231 | 10/21/14     | SUBDRAINS                                             |
| 4040.232 | 4/21/20      | SUBDRAIN CLEANOUTS                                    |
| 6010.511 | 4/21/20      | CASTINGS FOR AREA INTAKES                             |
| 7010.101 | 4/21/20      | JOINTS                                                |
| 7010.102 | 4/21/20      | PCC CURB DETAILS                                      |
| 7010.103 | 4/21/20      | MANHOLE BOXOUTS IN PCC PAVEMENT                       |
| 7040.101 | 2021 EDITION | FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG |
| 7040.102 | 2021 EDITION | FULL DEPTH PCC PATCHES GREATER THAN 15' LONG          |
| 9040.102 | 10/17/17     | FILTER SOCK                                           |

# BLACK HAWK CO.



EXISTING GAS EXISTING WATER PROPOSED STORM SEWER PROPOSED SANITARY SEWER EXISTING SANITARY SEWER

SUBDRAIN FIBER OPTIC OVERHEAD ELECTRIC RIGHT OF WAY ELECTRIC COMMUNICATION PROPERTY LINE

LIGHT/UTILITY POLE

REMOVALS AS PER PLAN

HYDRANTS WATER / GAS VALVE

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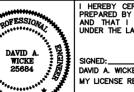
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1-800-292-8989 www.iowaonecall.com Know what's Call be

## ENGINEER'S CERTIFICATION



HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DAVID A. WICKE, P.E. IA. LIC. NO. 25684 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL: A.01-A.02, B.01-B.02, C.01-C.03, D.01-D.02

#### CHASE SCHRAGE PUBLIC WORKS DIRECTOR RONALD S. GAINES, P.E.

2021 PERMEABLE ALLEY TOTAL

TITLE SHEET

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161 "OUR CITIZENS ARE OUR BUSINESS"

| CITY PROJECT NUMBER | SHEET  | A.01 |
|---------------------|--------|------|
| ST-000-3252         | NO.    | A.01 |
| DRAWN BY: JCH       | TOTAL  | 9    |
| CHECKED BY: DAW     | SHEETS | 9    |

CITY ADMINISTRATOR

**MAYOR** 

Robert Green COUNCIL PERSONS Mark Miller Susan deBuhr

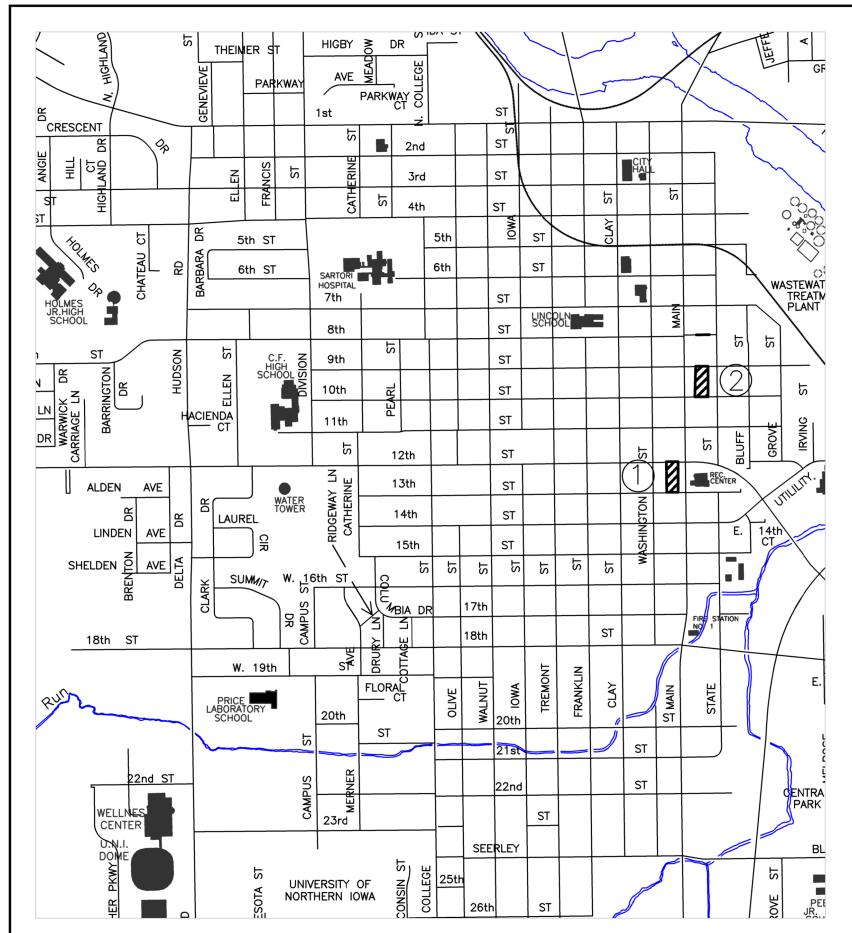
Daryl Kruse Simon Harding

Frank Darrah

Dave Sires Kelly Dunn DAVID A. WICKE, P.E.

CITY ENGINEER





| ATIONS          |                 |
|-----------------|-----------------|
| LOCATION<br>NO. | SHEET<br>NO.    |
| 1               | D.01            |
| 2               | D.02            |
|                 |                 |
|                 |                 |
| 2               |                 |
|                 | LOCATION<br>NO. |



"OUR CITIZENS ARE OUR BUSINESS"

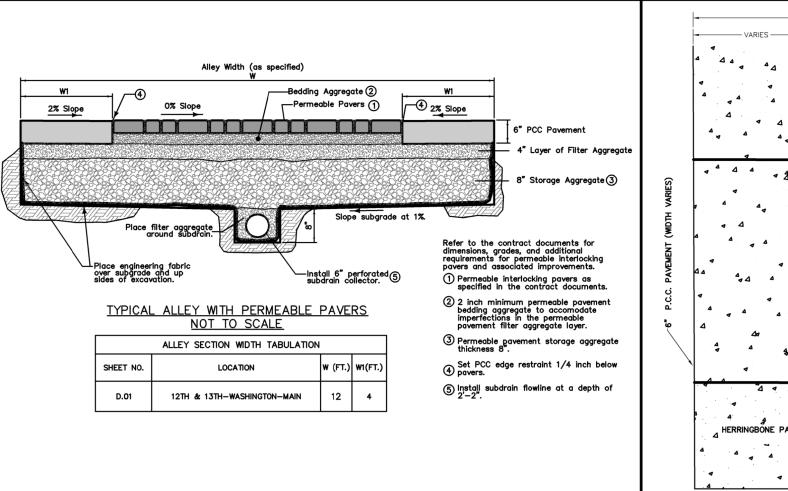
DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

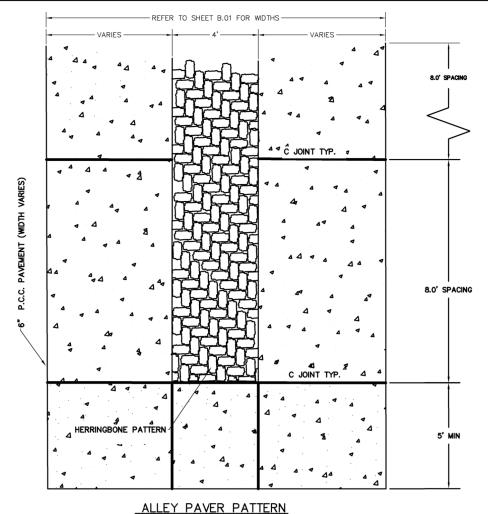
CITY PROJECT NUMBER SHEET NO. A.02 ST-000-3252 TOTAL SHEETS JCH CHECKED BY: DAW

A.02

TOTAL SHEETS

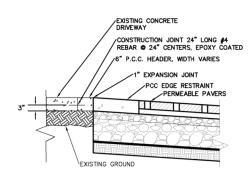




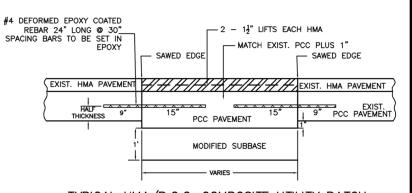


FXISTING GRAVEL DRIVEWAY 'GRANULAR DRIVEWAY REPLACEMENT, 2.0' WIDE - TYPICAL P.C.C. EDGE RESTRAINT PAVER SURFACE

GRANULAR DRIVEWAY DETAIL



PCC COLLAR TO DRIVEWAY CONNECTION DETAIL

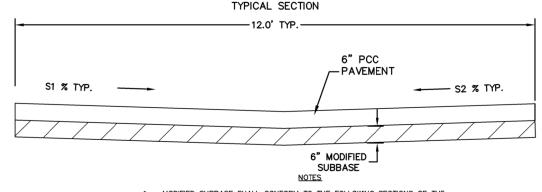


#### TYPICAL HMA/P.C.C. COMPOSITE UTILITY PATCH

THE BID PRICE FOR "HMA/P.C.C. UTILITY PATCH" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

- 2. CLASS 10 EXCAVATION.

- 2. CLASS 10 EXCAVATION.
  3. REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
  4. COMPACTION OF SUBGRADE.
  5. DRILLING HOLES & PLACEMENT OF EPOXY COATED REBAR.
  6. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
  7. HMA PAVEMENT, PLACED IN TWO 1 1/2" LIFTS AND COMPACTED.
  HMA STANDARD TRAFFIC (ST) SURFACE, 1/2", PG58-28S.
  8. ALL BARRICADES AND SAFETY FENCE.



MODIFIED SUBBASE SHALL CONFORM TO THE FOLLOWING SECTIONS OF THE IDOT SPECIFICATIONS, SERIES 2001:

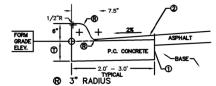
MATERIALS — SECTIONS 4121 — VIRGIN CRUSHED STONE.

COMPACTION — ARTICLE 2111.06

COARSE AGGREGATE TO HAVE CLASS 3 DURABILITY.

- NO LONGITUDINAL CONTROL JOINTS TO BE SAWED . ALL EARLY SAWCUT TRANSVERSE JOINTS TO BE SAWED AS PER STANDARD
- SPECIFICATION 7010, DETAIL PV-101.
- TRANSVERSE SAW CUT SPACING SHALL BE AT 15 FOOT INTERVALS.
  DAYS WORK JOINTS SHALL BE PLACED AT ALL STAGE BREAKS.
  ALL TIE BARS ARE TO BE EPOXY COATED.
- EXISTING ASPHALT OVERLAY SHALL BE REMOVED IN A SEPARATE OPERATION TO EXPOSE BUILDING FOOTINGS AND P.C.C. PAVEMENT JOINTS.

Alley - 9TH St. To 10TH St. between Main ST. & State ST. (S1=1%, S2=1%)



- THICKNESS SPECIFIED FOR PAVEMENT PLACE "C" JOINT AT 15' CENTERS. SEE IDOT STANDARD ROAD PLAN PV-101.
- PLACE 1 1.5" HMA LIFTS AND COMPACT HMA (ST) SURF., 1/2", NO FRIC.

CURB AND GUTTER UNIT (STANDARD CURB & GUTTER - ADJACENT TO A.C.C.)

DURING CONSTRUCTION OF NEW CURB AND GUTTER, THE AREA BETWEEN THE NEW GUTTER AND THE EXISTING ROADWAY SHALL BE FILLED WITH CONCRETE TO A LEVEL APROXIMATELY 1.5" BELOW THE TOP OF CONCRETE OF THE NEW GUTTER SECTION. AS SHOWN ABOVE. SPACE TO BE FILLED WITH HIMA IN ONE 1.5" LIFTS, ALL LABOR AND MATERIALS INCIDENTAL TO UTILITY PATCH QUANTITY.

| SHEET<br>NO.    | B.01 |     |      |          |       |
|-----------------|------|-----|------|----------|-------|
| TOTAL<br>SHEETS | 9    | NO. | DATE | REVISION | INIT. |

2021 PERMEABLE ALLEY

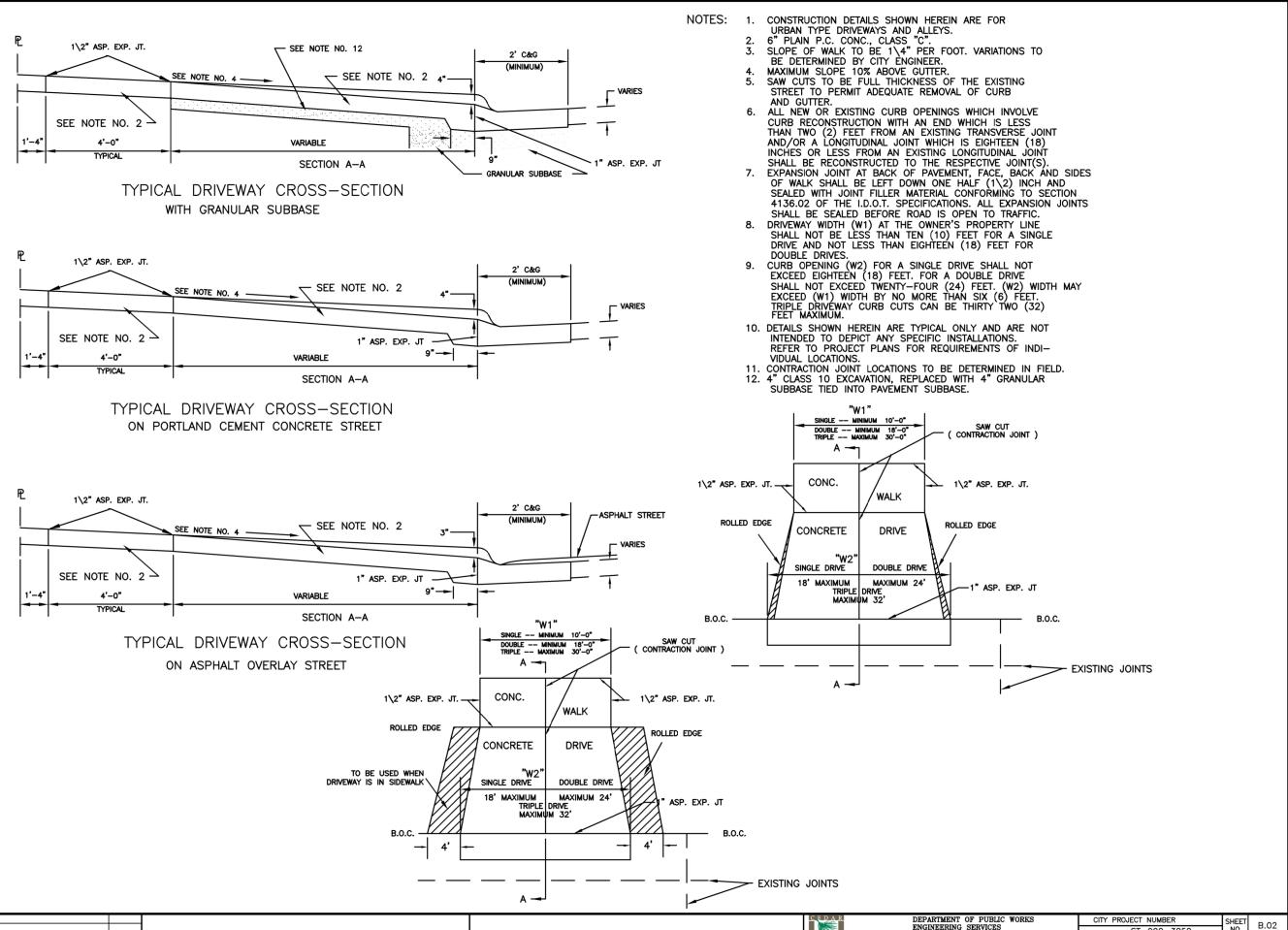
TYPICAL DETAILS



DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

CITY PROJECT NUMBER B.01 ST-000-3252 TOTAL CHECKED BY: DAW





TYPICAL DETAILS

B.02

TOTAL

2021 PERMEABLE ALLEY

ST-000-3252

JCH

DAW

CHECKED BY:

TOTAL

ENGINEERING SERVICES

"OUR CITIZENS ARE OUR BUSINESS"

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

| ESTIMATED QUANTITIES |                                                  |       |                             |                       |                                |  |  |
|----------------------|--------------------------------------------------|-------|-----------------------------|-----------------------|--------------------------------|--|--|
| ITEM NO.             | DESCRIPTION                                      | UNITS | 12TH-13TH & WASHINGTON-MAIN | 9TH-10TH & MAIN-STATE | TOTAL<br>ESTIMATED<br>QUANTITY |  |  |
| 1                    | TOPSOIL, FURNISH & SPREAD                        | C.Y.  | 5.0                         | 7.0                   | 12.0                           |  |  |
| 2                    | EXCAVATION, CLASS 10, ROADWAY WASTE              | C.Y.  | 179.0                       | 60.0                  | 239.0                          |  |  |
| 3                    | MODIFIED SUBBASE, 6"                             | S.Y.  | 0.0                         | 180.0                 | 180.0                          |  |  |
| 4                    | SUBDRAIN CLEANOUT, TYPE A-1, 6"                  | EACH  | 2.0                         | 0.0                   | 2.0                            |  |  |
| 5                    | VALVE EXTENSION                                  | EACH  | 0.0                         | 0.0                   | 1.0                            |  |  |
| 6                    | 7" CURB & GUTTER, P.C.C., 2.5' WIDE              | L.F.  | 26.0                        | 25.0                  | 51.0                           |  |  |
| 7                    | 7" CURB & GUTTER, P.C.C., 5.0' WIDE              | L.F.  | 30.0                        | 0.0                   | 30.0                           |  |  |
| 8                    | REMOVAL OF DRIVEWAY                              | S.Y.  | 49.0                        | 30.0                  | 79.0                           |  |  |
| 9                    | REMOVAL OF SIDEWALK                              | S.Y.  | 33.0                        | 14.0                  | 47.0                           |  |  |
| 10                   | SIDEWALK, 6" P.C.C.                              | S.Y.  | 33.0                        | 14.0                  | 47.0                           |  |  |
| 11                   | DRIVEWAY, 6" P.C.C.                              | S.Y.  | 95.0                        | 30.0                  | 125.0                          |  |  |
| 12                   | DRIVEWAY, GRANULAR, 1" ROADSTONE                 | S.Y.  | 19.0                        | 21.0                  | 40.0                           |  |  |
| 13                   | REMOVAL OF CURB & GUTTER                         | L.F.  | 56.0                        | 25.0                  | 81.0                           |  |  |
| 14                   | ENGINEERING FABRIC                               | S.Y.  | 476.0                       | 0.0                   | 476.0                          |  |  |
| 15                   | SUBDRAIN, 6" PLASTIC PERFORATED                  | L.F.  | 280.0                       | 0.0                   | 280.0                          |  |  |
| 16                   | STORAGE AGGREGATE, 8"                            | S.Y.  | 358.0                       | 0.0                   | 358.0                          |  |  |
| 17                   | FILTER AGGREGATE, 4"                             | S.Y.  | 358.0                       | 0.0                   | 358.0                          |  |  |
| 18                   | PERMEABLE INTERLOCKING PAVERS, CLAY<br>BRICK     | S.F.  | 1040.0                      | 0.0                   | 1040.0                         |  |  |
| 19                   | 6" PCC PAVEMENT                                  | S.Y.  | 0.0                         | 180.0                 | 180.0                          |  |  |
| 20                   | P.C.C. EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE | S.Y.  | 242.0                       | 0.0                   | 242.0                          |  |  |
| 21                   | TRAFFIC CONTROL                                  | L.S.  | 0.5                         | 0.5                   | 1.0                            |  |  |
| 22                   | HYDRAULIC SEEDING                                | S.F.  | 111.0                       | 193.0                 | 304.0                          |  |  |
| 23                   | WATTLE, STRAW, 9"                                | L.F.  | 1.0                         | 1.0                   | 2.0                            |  |  |
| 24                   | INLET PROTECTION DEVICE                          | EACH  | 1.0                         | 1.0                   | 2.0                            |  |  |
| 25                   | INLET PROTECTION DEVICE, MAINTENANCE             | EACH  | 1.0                         | 1.0                   | 2.0                            |  |  |
| 26                   | MOBILIZATION                                     | L.S.  | 0.6                         | 0.4                   | 1.0                            |  |  |
| 27                   | PATCH, HMA (ST) SURFACE, ½", PG58-28S            | TONS  | 0.0                         | 5.0                   | 5.0                            |  |  |

- 1. SEE STANDARD SPECIFICATIONS 2010-2.01 FOR MATERIAL ACCEPTANCE. ESTIMATED QUANTITY BASED ON FURNISHING 6" OF TOPSOIL ON ALL AREAS DISTURBED WITHIN THE SEEDING LIMITS. THIS ITEM WILL BE PAID AS A FILL QUANTITY IN PLACE (NO ADJUSTMENTS FOR SHRINKAGE). SEE GENERAL NOTE #8. MATERIAL SHALL NOT HAVE SOD OR GRASS IN IT. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
- 2. SEE SHEET B.01 FOR TYPICAL SECTION. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION. QUANTITY INCLUDES CUT. FILL. & WASTE.
- 3. COMPLY WITH IOWA DOT SPECIFICATION 4123. REFER TO TYPICAL DETAIL ON SHEET B.01.
- 4. SEE D SHEETS FOR LOCATIONS. REFER TO SUDAS DETAIL 4040.232, TYPE A-1 SHALL BE USED. STANDPIPE SHALL BE SOLID PVC AND CASTING SHALL BE FINISHED FLUSH WITH CONCRETE COLLAR. TEE SHALL BE INSTALLED ON LONGITUDINAL SUBDRAIN SO THAT FLOWLINE IS ABLE TO BE OBSERVED. THE UNIT PRICE INCLUDES: PIPE, WYES, FITTINGS, CASTING, AND FURNISHING/PLACEMENT OF BEDDING & BACKFILL MATERIAL.
- 5. THIS ITEM IS ONLY TO BE USED IF A VALVE BOX EXTENSION IS NEEDED. MEASUREMENT AND PAYMENT FOR MINOR ADJUSTMENT OF AN EXISTING VALVE BOX BY RAISING OR LOWERING THE ADJUSTABLE VALVE BOX IS INCIDENTAL.
- 6. TRANSITION TO MATCH EXISTING CURB AND GUTTER. CLASS C MIX SHALL BE USED. COURSE AGGREGATE TO HAVE CLASS 3 DURABILITY. ASSUMED TYPICAL 2.5' WIDE SECTION. SEE D SHEETS FOR LOCATIONS, ALL CONCRETE, HMA, LABOR, AND MATERIALS SHALL BE INCIDENTAL TO BID ITEM. CONCRETE WASHOUT INCIDENTAL TO BID ITEM
- 7. TRANSITION TO MATCH EXISTING CURB AND GUTTER, CLASS C MIX SHALL BE USED. COURSE AGGREGATE TO HAVE CLASS 3 DURABILITY. ASSUMED TYPICAL 5' WIDE SECTION, SEE D SHEETS FOR LOCATIONS. ALL CONCRETE, HMA, LABOR, AND MATERIALS SHALL BE INCIDENTAL TO BID ITEM. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
- 8. SEE GENERAL NOTES NO. 6, 7, AND 13. SEE TABULATION SHEET C.O.3 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. REMOVAL LIMITS TO BE MARKED BY ENGINEER.
- 9. SEE GENERAL NOTES NO. 6, 7, AND 13. SEE TABULATION SHEET C.03 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER, SAW CUTTING AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM.
- 10. SEE TABULATION SHEET C.03 AND DETAIL SHEET B.02. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE CLASS C MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED, CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
- 11. SEE TABULATION SHEET C.03 AND DETAIL SHEET B.02. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE 'C' MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED. MATURITY METHOD MAY BE USED FOR OPENING STRENGTH, IF NOT REFER TO TABLE 7010.01 OF SUDAS FOR OPENING STRENGTH REQUIREMENTS. CONCRETE WASHOUT INCIDENTAL TO BID ITEM
- 12. SEE TABULATION SHEET C.03 AND DETAIL SHEET B.01. REFER TO SHEET D SHEETS FOR LOCATIONS, MATERIAL SHALL BE CLASS A CRUSHED STONE AND COMPLY WITH IOWA DOT SECTION 2315. COMPACTION OF ROADSTONE SHALL BE INCIDENTAL TO BID ITEM.
- 13. SEE GENERAL NOTES NO. 6, 7, AND 13, SEE D SHEETS FOR LOCATIONS, IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT, ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITE
- 14. ENGINEERING FABRIC SHALL COMPLY WITH IOWA DOT SECTION 4196, SUBSURFACE DRAINAGE. REFER TO TYPICAL SECTION ON SHEET & D SHEET'S FOR LOCATIONS.
- 15. SEE CITY SUPPLEMENTAL SPECIFICATIONS, SECTION 4040-2.02. PIPE TO BE BACKFILLED WITH POROUS MATERIAL AS PER TYPICAL SECTION ON SHEET B.01, POROUS MATERIAL INCIDENTAL TO SUBDRAIN. CONNECTION TO EXISTING UNDERDRAIN OR STORM SEWER WITH APPROVED MANUFACTURED PARTS INCIDENTAL TO BID ITEM.
- 16. THE STORAGE AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4122, GRADATION #13, CLASS 2 DURABILITY, 3" CLEAN.
- 17. THE FILTER AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4115, GRADATION #3, CLASS 2 DURABILITY, 1" CLEAN.
- 18. PERMEABLE CLAY BRICK PAVERS SHALL MEET OR EXCEED THE REQUIREMENTS UNDER ASTM STANDARD C 1272: HEAVY VEHICULAR PAVING BRICK, SEE ASTM STANDARD FOR ADDITIONAL REQUIREMENTS. PAVERS SHALL BE PERMEABLE CLAY BRICK PAVER BY BELDEN BRICK COMPANY OR APPROVED EQUIVALENT. THE COLOR SAMPLE IS INCIDENTAL TO BID ITEM. PAVER SIZE SHALL BE 8" X 4" X 2 34". PAVER COLOR SHALL BE REGIMENTAL RED. HERRINGBONE PATTERN SHALL BE USED, SEE SHEET B.01 FOR DETAILS. BEDDING COURSE AND VOID AREA STONE (BOTH ASTM NO. 9 BEDDING STONE) SHALL BE INCIDENTAL TO THE PERMEABLE CLAY BLOCK PAVER ITEM. ASTM NO. 9 IS EQUIVALENT TO X" WASHED
- 19&20. REFER TO DETAIL ON SHEET B.01 AND TO THE D SHEETS FOR LOCATIONS. CLASS C MIX SHALL BE USED. COARSE AGGREGATE SHALL BE CLASS 3 DURABILITY. CURING COMPOUND SHALL BE REQUIRED. SAWCUTS AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, THE MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS. REFER TO SUDAS SECTION 7080-3.10-A FOR HORIZONTAL ALIGNMENT REQUIREMENT OF PCC EDGE RESTRAINT. CONCRETE WASHOUT INCIDENTAL TO BID ITEM. CURB IS INCIDENTAL
- 21. CONTRACTOR SHALL NOTIFY THE ENGINEER SEVEN (7) DAYS PRIOR TO CLOSURE TO ALLOW NOTIFICATION OF LOCAL RESIDENTS AND LOCAL MEDIA. SEE SHEET B.03 FOR DETAILS AND GENERAL NOTE 27. ALL TRAFFIC CONTROL SHALL CONFORM WITH MOST RECENT VERSION OF THE MUTCD.
- 22. SEED MIXTURE SHALL BE TYPE 1, PERMANENT LAWN MIXTURE. SEE SUDAS STANDARD SPECIFICATION 9010-2.02 & 9010-3.05. CLEAN UP SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS 9010-3.09. ANY AREAS DISTURBED OUTSIDE THE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. WATERING IS
- 23. SEE SUDAS STANDARD SPECIFICATION 9040-2.06 & 3.09. REMOVE THE WATTLE UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
- 24. SEE SUDAS STANDARD SPECIFICATION 9040-2.18 & 3.24. REMOVE INLET PROTECTION UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
- 25. CONTRACTOR SHALL CLEAN EACH SEDIMENT FILTER BASIN AFTER EACH SIGNIFICANT RAINFALL EVENT OR AS DIRECTED BY THE ENGINEER. CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ACCUMULATED SILT AND ANY OTHER DEBRIS DEPOSITED BY THE FLOW OF STORM WATER THROUGH THE SEDIMENT FILTER. PAYMENT SHALL BE ON A PER EACH BASIS AND SHALL INCLUDE THE AREA FROM THE GUTTER TO THE CENTERLINE OF THE ROADWAY AS NEEDED TO REMOVE ACCUMULATED SILT & DEBRIS. ACCUMULATED SILT & DEBRIS SHALL BE HAULED AWAY FROM THE CONSTRUCTION SITE & DISPOSED OF AS PER GENERAL NOTE NO. 5.
- 26. SEE STANDARD SPECIFICATION 11020.108
- 27. THIS ITEM TO BE USED TO PATCHES. REFER TO SHEET B.01 FOR DETAIL. SEE D SHEETS FOR LOCATIONS. ALL LABOR & MATERIALS ARE INCIDENTAL TO BID ITEM. HMA SHALL BE STANDARD TRAFFIC (ST) SURFACE, 1/2", PG 58-28S

| C.01 |           |      |          |       |
|------|-----------|------|----------|-------|
|      |           |      |          |       |
| a    |           |      |          |       |
| 3    | NO.       | DATE | REVISION | INIT. |
|      | C.01<br>9 | 9    | 9        | 9     |

2021 PERMEABLE ALLEY

"OUR CITIZENS ARE OUR BUSINESS"

ENGINEERING SERVICES

CITY PROJECT NUMBER ST-000-3252 TOTAL CHECKED BY:

SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJEC RIGHT-OF-WAY AND CONSTRUCTION EASEMENT - THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOF

PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE

- ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE
- THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT, NO EASEMENTS HAVE BEEN PROVIDED SPECFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION
- UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.
- THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA IDEPARTMENT OF NATURAL RESOURCES MAY
  - 1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.

APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING

- THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND
- THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION
- 10. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
- 11. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY
- 12. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 13. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED IRAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORMSEWER SYSTEM

- 4. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD
- 5. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
- 16. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
- 7. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
- 18. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS. SECTION 7010-2.02-M
- 19. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED. THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
- 20. SPECIAL CARE SHALL BE TAKEN WHEN FORNING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
- 21. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK, THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFYALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM, INCLUDING LABOR AND
- 22. THE COST OF CONNECTING FERFORATED SU3DRAIN TO EXISTING STRUCTURES OR TILE LINES SHALL BE CONSIDERED INCIDENTAL TO THE COST PER LINEAR FOOT OF THE PERTINENT PIPE
- 23. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OYER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY, ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE
- UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE (CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK
- PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

26. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989). UTILITY CONTACT PERSON

**CEDAR FALLS UTILITIES:** JERALD LUKENSMEYER 1-319-266-1761 CENTURYLINK **DENNIS LONG** 1-319-538-7215 MEDIACOM: **KEVIN PARKER** 1-319-232-8800 WATER RECLAMATION MIKE NYMAN 1-319-273-8633

- 27. PART VI OF THE "MANUAL ON UNFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECES SARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITÉM ON THIS PROJECT, ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CLRRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
- 28. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THIE I.D.O.T. SPECIFICATIONS
- 29. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS \$HALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S
- 30. IT IS THE CONTRACTOR'S RESPONSIBILTY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESFONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
- 31. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

MAY 8, 2021 - UNI CLASSES END MAY 22, 2021 - LAST DAY OF SCHOOL C.F. PUBLIC SCHOOLS (TENTATIVE) JUNE 26-28, 2021 - STURGIS FALLS CELEBRATION AUGUST 24, 2021 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE) **AUGUST 24, 2021 - UNI CLASSES RESUME UNI HOMECOMING - OCTOBER 17, 2021** 

- 32. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
- 33. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL
- 34. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
- 35. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT
- PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED: BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD.

WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.

- 37. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS
- 38. CONTRACTOR SHALL PROVIDE A PORTABLE TOILET AT EACH ALLEY LOCATION

| CEDAR |
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|       |
| FALLS |

CITY PROJECT NUMBER DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES ST-000-3252 CITY of CEDAR FALLS, IOWA 220 CLAY ST. 220 CLAY ST. CEDAR FALLS, IOWA 50613 TOTAL "OUR CITIZENS ARE OUR BUSINESS" CHECKED BY:

| DRIVEWAY TABULATION |                                            |                                |                   |                              |                                |  |  |
|---------------------|--------------------------------------------|--------------------------------|-------------------|------------------------------|--------------------------------|--|--|
| DRIVE #             | ALLEY                                      | ADDRESS / STATION              | REMOVAL<br>(S.Y.) | 6" PCC<br>DRIVEWAY<br>(S.Y.) | GRANULAR<br>DRIVEWAY<br>(S.Y.) |  |  |
| 1                   | 12TH & 13TH — MAIN<br>ST. & WASHINGTON ST. | NORTH END APPROACH             | 18                | 18                           | -                              |  |  |
| 2                   | 12TH & 13TH — MAIN<br>ST. & WASHINGTON ST. | SOUTH END APPROACH             | 23                | 23                           | -                              |  |  |
| 3                   | 12TH & 13TH — MAIN<br>ST. & WASHINGTON ST. | 1221 MAIN ST.                  | -                 | -                            | 8                              |  |  |
| 4                   | 12TH & 13TH — MAIN<br>ST. & WASHINGTON ST. | 1217 MAIN ST.                  | 8                 | 8                            | -                              |  |  |
| 5                   | 12TH & 13TH - MAIN<br>ST. & WASHINGTON ST. | 1209 MAIN ST.                  | 12                | 12                           | -                              |  |  |
| 6                   | 12TH & 13TH - MAIN<br>ST. & WASHINGTON ST. | 1203 MAIN ST.                  | 19                | 19                           | -                              |  |  |
| 7                   | 12TH & 13TH - MAIN<br>ST. & WASHINGTON ST. | 1214 WASHINGTON ST.            | -                 | 4                            | -                              |  |  |
| 8                   | 12TH & 13TH - MAIN<br>ST. & WASHINGTON ST. | 114 12TH ST. SOUTH<br>DRIVEWAY | 15                | 15                           | -                              |  |  |
| 9                   | 12TH & 13TH - MAIN<br>ST. & WASHINGTON ST. | 114 12TH ST. SOUTH<br>DRIVEWAY | -                 | -                            | 7                              |  |  |
| 10                  | 9TH & 10TH - MAIN ST.<br>& STATE ST.       | 915 STATE ST.                  | -                 | -                            | 4                              |  |  |
| 11                  | 9TH & 10TH - MAIN ST.<br>& STATE ST.       | CHURCH NORTH END               | -                 | -                            | 17                             |  |  |
| 12                  | 9TH & 10TH - MAIN ST.                      | SOUTH END APPROACH             | 30                | 30                           | _                              |  |  |

| SIDEWALK REMOVAL & REPLACEMENT TABULATION |                                         |                    |                |                   |                   |  |  |
|-------------------------------------------|-----------------------------------------|--------------------|----------------|-------------------|-------------------|--|--|
| #                                         | ALLEY                                   | STATION / ADDRESS  | DEPTH<br>(IN.) | REMOVAL<br>(S.Y.) | REPLACE<br>(S.Y.) |  |  |
| 1                                         | 12TH & 13TH - MAIN ST. & WASHINGTON ST. | NORTH END APPROACH | 6              | 15                | 15                |  |  |
| 2                                         | 12TH & 13TH - MAIN ST. & WASHINGTON ST. | SOUTH END APPROACH | 6              | 17                | 17                |  |  |
| 3                                         | 9TH & 10TH - MAIN ST. &<br>STATE ST.    | SOUTH END APPROACH | 6              | 14                | 14                |  |  |

| 1 | SUBDRAIN TABULATION |                                         |      |                    |              |                         |                      |                  |                                             |               |                              |
|---|---------------------|-----------------------------------------|------|--------------------|--------------|-------------------------|----------------------|------------------|---------------------------------------------|---------------|------------------------------|
|   | LINE                | ALLEY                                   | FROM | то                 | SIDE         | (TD)<br>DEPTH<br>(V.F.) | (D)<br>DIA.<br>(IN.) | LENGTH<br>(L.F.) | C.M.P.(3)<br>SUBDRAIN<br>OUTLET<br>LOCATION | SIZE<br>(IN.) | POROUS<br>BACKFILL<br>(C.Y.) |
|   | S-3                 | 12TH & 13TH - MAIN ST. & WASHINGTON ST. | 0+50 | 12TH ST.<br>TO 24" | LT. &<br>RT. | 2.17                    | 6                    | 280.0            | 12TH ST.<br>TO 24"                          | 6             | 16.0                         |

SHEET NO. C.03

TOTAL SHEETS 9

NO. DATE REVISION INIT.

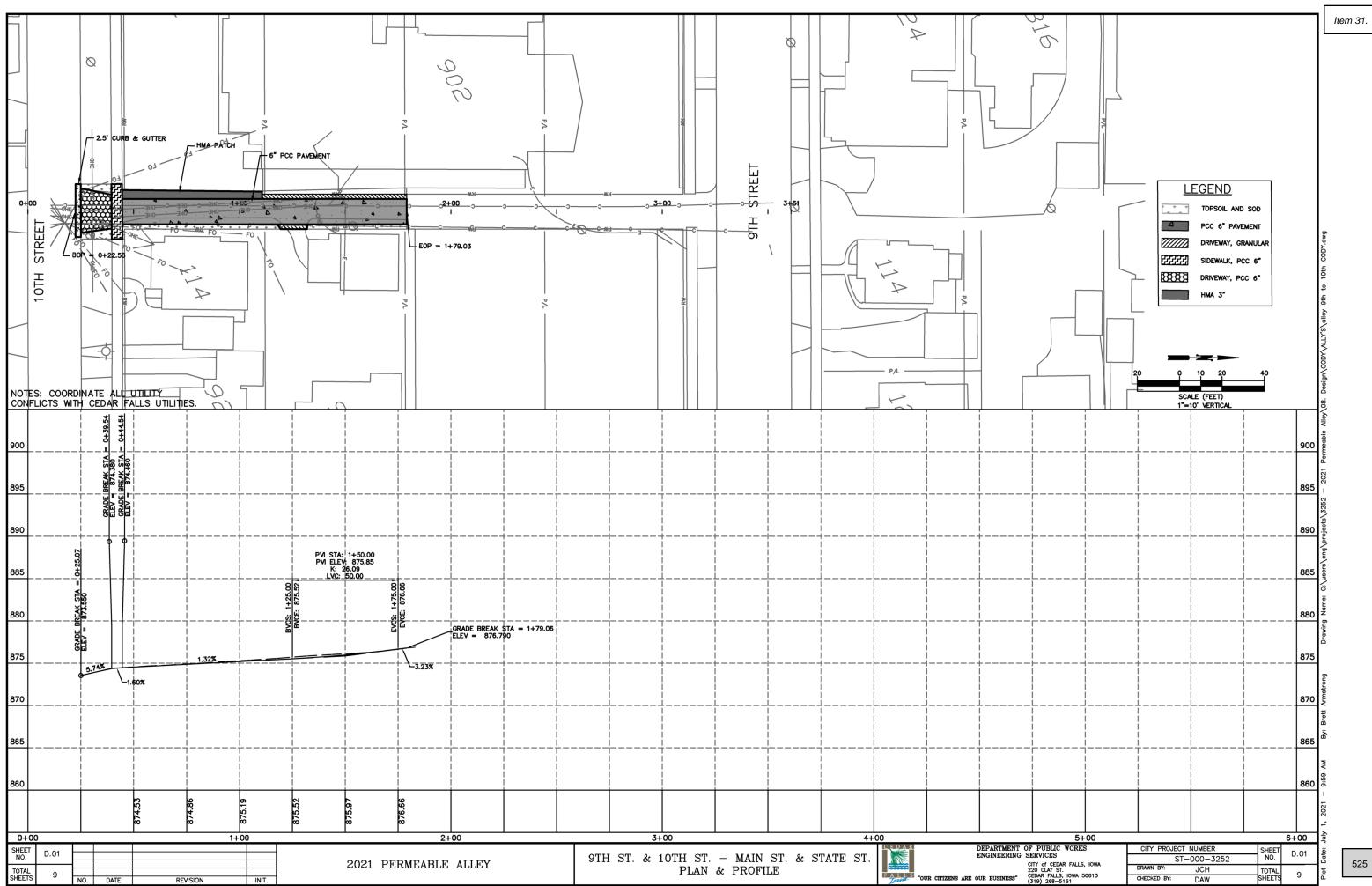
2021 PERMEABLE ALLEY

FALLS "ou

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.
220 CLAY ST.
320 FALLS, IOWA 50613
(319) 268-5161

v 1, 2021 – 9:56 AM By: Brett Armstrong Drawing Nam







#### **ADMINISTRATION**

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

www.cedarfalls.com

**MEMORANDUM** 

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

**FROM:** Shane Graham, Economic Development Coordinator

**DATE:** June 24, 2021

**SUBJECT:** Agreement for Private Development – CV Commercial, L.L.C.

Staff would like to request that a public hearing be scheduled for July 19, 2021 to address a proposed Agreement for Private Development with CV Commercial, L.L.C. The proposed project would consist of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the property, which will create new commercial and residential opportunities within the College Hill area. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

| RESOL | UTION | NO. |  |
|-------|-------|-----|--|
|       |       |     |  |

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CV COMMERCIAL, L.L.C.

WHEREAS, by Resolution No. 17,348, adopted February 14, 2011, and amended by Amendment No. 1, approved by Resolution 21,832 on January 6, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the College Hill Urban Renewal Plan (the "Plan") for the College Hill Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHERAS, the City has received a proposal from CV Commercial, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between 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 College Hill Urban Renewal Area at 2119 College Street in Cedar Falls, Iowa as further defined and legally described in the Agreement and consisting of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$593,937, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an

urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined 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 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 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development with the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 19<sup>th</sup> day of July, 2021, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and CV Commercial, L.L.C., on certain terms as set forth in the proposed Agreement. A copy of the proposed Agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

| ADOPTED this day of                   | , 2021.                |  |
|---------------------------------------|------------------------|--|
|                                       | Robert M. Green, Mayor |  |
| ATTEST:                               |                        |  |
| Jacqueline Danielsen, MMC, City Clerk |                        |  |

# CERTIFICATE

| STATE OF IOWA                       | )                 |                                |                            |
|-------------------------------------|-------------------|--------------------------------|----------------------------|
| STATE OF IOWA COUNTY OF BLACK HAWK: | ) SS:             |                                |                            |
| I, Jacqueline Danielsen, Cit        | y Clerk of the C  | ity of Cedar Falls, Iowa, here | by certify that the above  |
| and foregoing is a true and corre   | ct typewritten c  | copy of Resolution No          | duly and                   |
| legally adopted by the City Counci  | l of said City on | the day of                     | , 2021.                    |
| IN WITNESS WHEREOF                  | I have hereunto   | o signed my name and affixe    | d the official seal of the |
| City of Cedar Falls, Iowa this      | _ day of          | , 2021.                        |                            |
|                                     |                   |                                |                            |
|                                     |                   | Jacqueline Danielsen           |                            |
|                                     |                   | City Clerk of Cedar Falls      | , Iowa                     |

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO AN AGREEMENT FOR PRIVATE DEVELOPMENT WITH CV COMMERCIAL, L.L.C., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Cedar Falls in the State of Iowa, will hold a public hearing on July 19, 2021, at 7:00 P.M. in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an Agreement for Private Development (the "Agreement") with CV Commercial, L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the College Hill Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the property, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the City to make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$593,937, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Cedar Falls in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this 6th day of July, 2021.

City of Cedar Falls, Iowa By: Jacqueline Danielsen, MMC, City Clerk



### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** July 1, 2021

**SUBJECT:** Updates to City Code Section 23-300

Lawful Speed Limits Established

Viking Road

After the completion of the newly designed and constructed portion of Viking Road at Highway 58, the intended speed limit through the updated corridor from Hudson Road to Prairie Parkway is 35 mph. Now that construction has been completed by the Iowa Department of Transportation and their contractor, the posted speed on Viking Road will need to be updated from Prairie Parkway to Hudson Road. The existing corridor West of Prairie Parkway will remain as currently posted at 45 mph.

The Engineering Division is proposing changes to City Code Section 23-300, *Lawful Speed Limits Established*, to align the code to match what has been designed and constructed. Please see the attached redline changes for City Code Section 23-300, *Lawful Speed Limits Established*.

The Engineering Division recommends approval of setting the speed limit to 35 mph on Viking Road from Prairie Parkway to the West City Limits and setting the speed limit to 45 mph on Viking Road from Cedar Heights to Prairie Parkway.

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

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

| ORE | DINA | NCE | NO. |  |
|-----|------|-----|-----|--|
|-----|------|-----|-----|--|

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON VIKING ROAD AS 35 MILES PER HOUR FROM THE WEST CITY LIMITS TO PRAIRIE PARKWAY AND 45 MILES PER HOUR FROM PRAIRIE PARKWAY TO CEDAR HEIGHTS DRIVE, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING SUBSECTION 10(U), AND ENACTING A NEW SUBSECTION 10(U) IN LIEU THEREOF; AND REPEALING SUBSECTION 12(U) AND ENACTING A NEW SUBSECTION (12)(U) IN LIEU THEREOF.

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

Section 1. Subsection 10(u) and Subsection 12(u) of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby amended by repealing said Subsections in their entirety and enacting in lieu thereof new Subsections 10(u) and 12(u), as follows:

#### Sec. 23-300. - Lawful speed limits established.

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(10) 35 miles per hour. 35 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

u. Viking Road, from its intersection with the west line of Prairie Parkway west to the west city limits.

## [unchanged provisions omitted]

(12) 45 miles per hour. 45 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

u. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.

[unchanged provisions omitted]

| INTRODUCED:                           |                        |
|---------------------------------------|------------------------|
| PASSED 1 <sup>st</sup> CONSIDERATION: |                        |
| PASSED 2 <sup>nd</sup> CONSIDERATION: | <del></del>            |
| PASSED 3 <sup>rd</sup> CONSIDERATION: | <del></del>            |
| ADOPTED:                              | <del></del>            |
|                                       |                        |
| ATTEST:                               | Robert M. Green, Mayor |
| Jacqueline Danielsen, MMC, City Clerk |                        |

#### Sec. 23-300. Lawful speed limits established.

Unless otherwise provided by this division or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

- (1) Parks, cemeteries and alleys. 15 miles per hour in any park, cemetery or public alley.
- (2) Business districts. 20 miles per hour in any business district.
- (3) *Industrial districts.* 25 miles per hour in any industrial district.
- (4) Residence districts; school districts. 25 miles per hour in any residence or school district.
- (5) Suburban districts. 45 miles per hour in any suburban district.
- (6) Fifteen miles per hour. 15 miles per hour on the following streets as indicated:
  - a. Clay Street, from West Third Street north to West Second Street.
  - b. Pheasant Drive, for a distance of 210 feet east of the centerline of the jog in Pheasant Drive and for a distance of 200 feet west of the centerline of the jog in Pheasant Drive.
- (7) Twenty miles per hour. 20 miles per hour on the following streets as indicated:

Waterloo Road, from its intersection with 14th Street northwesterly to the intersection of Bluff Street and East 13th Street.

- (8) Twenty-five miles per hour. 25 miles per hour on the following streets as indicated:
  - a. 27th Street (West), from its intersection with Hudson Road west a distance of 1,800 feet.
  - b. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive west to the west end of the street.
  - c. Center Street, from its intersection with First Street to a point 300 feet north of First Street.
  - d. Center Street, from a point 200 feet south of its intersection with Green Avenue north to a point 200 feet north of its intersection with Lantz Avenue.
  - e. Chancellor Drive, from Viking Road south to Ridgeway Avenue.
  - f. Cottage Row Road, from Center Street south to a point 800 feet west of the south end of the Snag Creek Bridge.
  - g. Technology Parkway, from Hudson Road east to Chancellor Drive.
  - h. Wal-Mart Drive, from Brandilynn Boulevard south to Viking Road.
  - i. Westminster Drive, from Viking Road north and east to Nordic Drive.
- (9) 30 miles per hour. 30 miles per hour on the following streets as indicated:
  - a. First Street (East) eastbound, from Main Street east to a point 850 feet east of Main Street.
  - b. First Street (East) westbound, from a point 520 feet east of Main Street west to Main Street.
  - c. First Street (West), from Main Street west to Highland Drive.
  - d. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive east to the east end of the street.
  - e. Main Street (South), from University Avenue south to Orchard Drive.
  - f. Prairie Parkway, from Brandilynn Boulevard south to Viking Road.
  - g. Winterberry Drive, from Brandilynn Boulevard south to Viking Road.

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- (10) 35 miles per hour. 35 miles per hour on any of the following streets as indicated:
  - a. 12th Street (West), from a point 425 feet west of the Carriage Lane intersection with West 12th Street to a point 125 feet west of the intersection of Barnett Drive with West 12th Street.
  - b. 18th Street (East), from Main Street to Waterloo Road.
  - c. 27th Street (West), from a point 1,800 feet west of Hudson Road west to a point 4,000 feet west of Hudson Road.
  - d. Big Woods Road, from Lake Street north to the north city limits.
  - e. Cedar Heights Drive, from its intersection with University Avenue to a point 1,200 feet south of University Avenue.
  - f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Green Avenue, and from a point 200 feet north of its intersection with Lantz Avenue north to the north city limits.
  - g. Cottage Row Road, from 800 feet west of the south end of the Snag Creek Bridge west to the end of said road.
  - h. Dunkerton Road, from its intersection with Center Street east to its intersection with U. S. Highway 218.
  - i. Greenhill Road, from Hudson Road west and north to West 27th Street.
  - j. Hudson Road, from its intersection with the south line of University Avenue north to its intersection with First Street.
  - k. Independence Avenue, from Lincoln Street north to Big Woods Road.
  - I. Lake Street, from a point 600 feet east of Central Avenue east to U.S. Highway 218.
  - m. Lincoln Street, from its intersection with Jefferson Street east to its intersection with Vermont Street.
  - n. Lone Tree Road, from its intersection with Ford Road to Center Street.
  - o. Main Street, from 13th Street to University Avenue, inclusive.
  - p. Main Street (South), from Orchard Drive south to the end of the street.
  - q. Production Drive, from Viking Road west and south to Technology Parkway.
  - r. Rainbow Drive, from its intersection with Waterloo Road east to the city limits.
  - s. Technology Parkway, from Hudson Road west to the west end of the street.
  - t. University Avenue, from Hudson Road east to the east city limits.
  - u. Viking Road, from its intersection with the west line of Hudson Road Prairie Parkway west to the west city limits.
  - v. Waterloo Road, from its intersection with East 14th Street southeasterly to its intersection of University Avenue.
  - w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.
- (11) 40 miles per hour. 40 miles per hour on the following streets as indicated: Reserved.
- (12) 45 miles per hour. 45 miles per hour on the following streets as indicated:

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- a. First Street (East) eastbound, from a point 850 feet east of Main Street to a point 1,520 feet east of Main Street.
- b. First Street (East) westbound, from a point 1,200 feet east of Main Street west to a point 520 feet east of Main Street.
- c. First Street (West), from Highland Drive west to a point 340 feet west of Lake Ridge Drive.
- d. 12th Street (West), from a point 125 feet west of the intersection of Barnett Drive with West 12th Street to the west city limits.
- e. 27th Street (West), from a point 4,000 feet west of Hudson Road west to the west city limits.
- f. Cedar Heights Drive, from a point 1,200 feet south of University Avenue south to the city limits.
- g. Center Street, from a point 300 feet north of First Street to Cottage Row Road.
- h. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
- i. Fitkin Road, from its intersection with Ford Road to Center Street.
- j. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
- k. Greenhill Road, from its intersection with Hudson Road to the east city limits.
- I. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
- m. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
- n. Lake Street, from U.S. Highway 218 east to the east city limits.
- o. Leversee Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
- p. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
- q. Lone Tree Road, from its intersection with Center Street to Leversee Road.
- r. Main Street (South), from Viking Road south to the city limits.
- s. Ridgeway Avenue, from Hudson Road west to the western city limits.
- t. Union Road, from the south city limits to West 1st Street.
- u. Viking Road, from the east city limits to the east line of Hudson Road line of Prairie Parkway east to its intersection with Cedar Heights Drive.
- v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.
- (13) 50 miles per hour. 50 miles per hour on the following streets and/or highways as indicated:
  - a. First Street (West), from a point 340 feet west of Lake Ridge Drive west to Union Road.
  - b. Union Road, from West First Street north to the north city limits.
- (14) 55 miles per hour. 55 miles per hour on the following streets and/or highways as indicated:
  - a. First Street (East) eastbound, from a point 1,520 feet east of Main Street east to a point 700 feet east of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.

- b. First Street (East) westbound, from a point 600 feet west of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass west to a point 1,200 feet east of Main Street.
- c. First Street (West), from Union Road west to the west city limits.
- d. Iowa Highway 58, from a point 1,300 feet north of its intersection with Greenhill Road south to its intersection with Ridgeway Avenue.
- e. University Avenue, from a point 3,100 feet west of its intersection with Hudson Road to the west city limits.
- (15) 60 miles per hour. 60 miles per hour on the following streets and/or highways as indicated:
  - a. First Street (East), from its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east a distance of 700 feet.
  - lowa Highway 58, from its intersection with First Street south to a point 1,300 feet north of its intersection with Greenhill Road.
  - c. U.S. Highway 218 southbound, from a point 2,000 feet north of its intersection with Lincoln Street south to its intersection with First Street.
  - U.S. Highway 218 northbound, from its intersection with First Street north to a point 410 feet north of its intersection with Lincoln Street.
- (16) 65 miles per hour. 65 miles per hour on the following streets and/or highways as indicated:
  - a. First Street (East) eastbound, from a point 700 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east to the east city limits.
  - b. First Street (East) westbound, from the east city limits west to a point 600 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.
  - c. U.S. Highway 218 southbound, from the north city limits south to a point 2,000 feet north of its intersection with Lincoln Street.
  - d. U.S. Highway 218 northbound, from a point 410 feet north of its intersection with Lincoln Street north to the north city limits.

(Code 2017, § 26-207; Ord. No. 1935, §§ 2, 3, 2-25-1991; Ord. No. 1981, §§ 1—5, 7-13-1992; Ord. No. 1982, § 1, 7-13-1992; Ord. No. 2002, §§ 1, 2, 1-11-1993; Ord. No. 2005, §§ 1, 2, 2-22-1993; Ord. No. 2116, §§ 2, 3, 9-11-1995; Ord. No. 2199, § 1, 8-11-1997; Ord. No. 2238, §§ 1, 2, 6-22-1998; Ord. No. 2244, § 2, 10-12-1998; Ord. No. 2314, §§ 1, 2, 11-13-2000; Ord. No. 2315, §§ 1—5, 11-13-2000; Ord. No. 2325, §§ 1—3, 2-12-2001; Ord. No. 2358, §§ 1—3, 11-26-2001; Ord. No. 2402, §§ 1, 2, 11-25-2002; Ord. No. 2403, §§ 1, 2, 11-25-2002; Ord. No. 2440, §§ 1, 2, 7-14-2003; Ord. No. 2451, §§ 1—3, 9-22-2003; Ord. No. 2543, §§ 1, 2, 8-22-2005; Ord. No. 2589, §§ 1—6, 7-10-2006; Ord. No. 2601, §§ 1, 2, 9-25-2006; Ord. No. 2704, §§ 1—3, 2-22-2010; Ord. No. 2732, § 1, 2-28-2011; Ord. No. 2767, §§ 1—4, 6-11-2012; Ord. No. 2772, §§ 1, 2, 7-23-2012; Ord. No. 2835, §§ 1, 2, 2-2-2015; Ord. No. 2898, §§ 1, 2, 3-20-2017; Ord. No. 2917, §§ 1, 2, 2-19-2018; Ord. No. 2927, 6-18-2018; Ord. No. 2957, §§ 1—3, 11-4-2019)

Item 34.

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CITY OF CEDAR FALLS

ACCOUNTING PERIOD 12/2021

| CITI OF CEDA        | AR FALLS                                                                            |                                                   |            |         |                               |
|---------------------|-------------------------------------------------------------------------------------|---------------------------------------------------|------------|---------|-------------------------------|
| GROUP PO<br>NBR NBR | ACCTGTRANSACTION-<br>PER. CD DATE NUMI                                              |                                                   | DEBITS     | CREDITS | CURRENT<br>BALANCE<br>POST DT |
| FUND 101 GE         | NERAL FUND                                                                          |                                                   |            |         |                               |
| 2052                | 12/21 AP 05/27/21 039589                                                            |                                                   | 69,335.63  |         | 06/22/21                      |
| 2052                | BLDG 2 RMB LIBRARY CARPET<br>12/21 AP 05/13/21 039589:                              | SHERWIN-WILLIAMS CO                               | 41,490.00  |         | 06/22/21                      |
| 2052                | BLDG 2 RMB LIBRARY CARPET<br>12/21 AP 05/13/21 039589:<br>BLDG 2 RMB LIBRARY CARPET | . SHERWIN-WILLIAMS CO                             | 89,000.00  |         | 06/22/21                      |
|                     | ACCOUNT TO                                                                          | AL                                                | 199,825.63 | 00      | 199,825.63                    |
| 101_1199_4/         | 41.81-03 PROFESSIONAL SERVI                                                         | CPC / DECODDING PEPS                              |            |         |                               |
| 2093                | 12/21 AP 06/24/21 0395896                                                           | BLACK HAWK CO.RECORDER  J.GEBHARDT-821 MADISON ST | 7.00       |         | 06/28/21                      |
| 2093                |                                                                                     | BLACK HAWK CO.RECORDER                            | 47.00      |         | 06/28/21                      |
|                     | ACCOUNT TO                                                                          | 'AL                                               | 54.00      | .00     | 54.00                         |
| 101-2205-43         | 32.88-17 OUTSIDE AGENCIES /                                                         | CEDAR FALLS BAND                                  |            |         |                               |
|                     |                                                                                     | CEDAR FALLS MUNICIPAL BAND                        | 124.40     |         | 06/28/21                      |
|                     | ACCOUNT TO                                                                          | AL                                                | 124.40     | ್ತ. 00  | 124.40                        |
| 101-2253-42         | 23.85-01 UTILITIES / UTILIT                                                         | TIES                                              |            |         |                               |
|                     | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21                                | CEDAR FALLS UTILITIES                             | 4,325.99   |         | 06/18/21                      |
|                     | ACCOUNT TOT                                                                         | AL                                                | 4,325.99   |         | 4,325.99                      |
| 101-2253-42         | 23.85-05 UTILITIES / THE FA                                                         | LLS POOL UTILITIES                                |            |         |                               |
|                     | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21                                | CEDAR FALLS UTILITIES                             | 23,781.69  |         | 06/18/21                      |
|                     | ACCOUNT TOT                                                                         | AL                                                | 23,781.69  | ·* 00   | 23,781.69                     |
|                     | 23.72-25 OPERATING SUPPLIES<br>12/21 AP 05/10/21 0395915                            |                                                   | 12.32      |         | 06/28/21                      |
|                     | RMB:MILEAGE-05/10/21                                                                | ,                                                 |            |         | 55, 25, 2                     |
|                     | ACCOUNT TOT                                                                         | AL                                                | 12.32      | .00     | 12.32                         |
|                     | 23.72-72 OPERATING SUPPLIES 12/21 AP 01/13/21 0395890                               |                                                   | 319.85     |         | 06/22/21                      |

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ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 101 GENERAL FUND 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE continued GRAPHIC NOVELS-GIFT SHOP RE-ISSUE CK#136632 2052 12/21 AP 01/07/21 0395890 ICE CUBE PRESS 114.87 06/22/21 FTRS BOOKS FOR GIFT SHOP RE-ISSUE CK#136632 ACCOUNT TOTAL 434.72 . 00 434.72 101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE 2093 12/21 AP 06/17/21 0395921 PETTY CASH 20.25 06/28/21 RMB:BULK MAIL POSTAGE CEDAR FALLS ARTS ALIVE 2093 PETTY CASH 12/21 AP 05/03/21 0395921 1.89 06/28/21 RMB: POSTAGE DUE 2093 12/21 AP 04/05/21 0395921 PETTY CASH 1.26 06/28/21 RMB: POSTAGE DUE 2093 12/21 AP 04/01/21 0395921 PETTY CASH .63 06/28/21 RMB: POSTAGE DUE 2093 12/21 AP 03/30/21 0395921 PETTY CASH .63 06/28/21 RMB: POSTAGE DUE ACCOUNT TOTAL 24.66 ...00 24.66 101-2280-423:85-01 UTILITIES / UTILITIES 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 2039 857.82 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 857.82 . 00 857.82 101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 12/21 AP 12/18/20 0395888 DOUGAN JR, SCOTT 2052 26.76 06/22/21 RMB:TRAVEL-EMS TESTING ST.PAUL,MN; REDO CK#395322 2105 12/21 AP 12/18/20 0395322 DOUGAN JR, SCOTT 26.76 06/29/21 VOID-CHECK LOST RMB:MEAL/FUEL EMS TESTING ACCOUNT TOTAL 26.76 26.76 .00 101-4511-414.85-01 UTILITIES / UTILITIES 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 4,577.00 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 4,577.00 .00 4,577.00 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 174.90 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 174.90 . 00 174.90

ACCOUNTING PERIOD 12/2021

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 101 GENERAL FUND 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 12/21 AP 06/18/21 0395914 HERNANDEZ, KEVIN 136.41 06/28/21 RMB:OPT.EQUIP.-FLASHLIGHT SCHEELS 12/21 AP 06/08/21 0395917 LENOX, TYLER 2093 71.40 06/28/21 RMB:OPT.EOUIP.-ASP CUFFS HANDCUFF WAREHOUSE 12/21 AP 06/03/21 0395910 GETZ, JOSH 2093 32.83 06/28/21 RMB:OPT.EQUIP.-FLASHLIGHT AMAZON, COM 12/21 AP 04/20/21 0395902 CREIGHTON, RASDASHEIN JOVAN 62.77 2093 06/28/21 RMB:OPT.EQUIP.-MAG.POUCH GUNMAG WAREHOUSE 12/21 AP 04/17/21 0395902 CREIGHTON, RASDASHEIN JOVAN 70.80 2093 06/28/21 RMB:OPT.EQUIP-TOURN./CASE GALLS ACCOUNT TOTAL 374.21 374.21 .00 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 12/21 AP 06/17/21 0395909 GERZEMA, JONATHAN 39.35 06/28/21 RMB: MEALS-INOA ANN.CONF. WEST DES MOINES 12/21 AP 06/14/21 0395931 ZOLONDEK, JOHN 2093 18.09 06/28/21 RMB:MEAL-FIREARM INST.SCH JOHNSTON ACCOUNT TOTAL 57.44 .00 57.44 101-5521-415.85-01 UTILITIES / UTILITIES 2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 3,186.06 06/18/21 UTILITIES THRU 05/25/21 .00 ACCOUNT TOTAL 3,186.06 3,186.06 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 107.90 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 107-90 .00 107.90 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 2093 12/21 AP 06/21/21 0395925 SMITH JR, TIMOTHY B 42.67 06/28/21 RMB:UNIFORM ALLOWANCE WALMART 12/21 AP 06/18/21 0395911 HAISLET, MICHAEL 2093 41.70 06/28/21 RMB: UNIFORM ALLOWANCE SCHEELS 12/21 AP 06/18/21 0395898 CARMAN, GAVIN 2093 14.98 06/28/21 RMB:UNIFORM ALLOWANCE COVER ALL EMBROIDERY 2093 12/21 AP 06/18/21 0395893 BELZ, MATTHEW 14.98 06/28/21 RMB: UNIFORM ALLOWANCE COVER ALL EMBROIDERY 2093 12/21 AP 06/17/21 0395920 O'NEILL, DENNIS 149.79 06/28/21 RMB:UNIFORM ALLOWANCE DICK'S SPORTING GOODS 2093 12/21 AP 06/16/21 0395924 SITZMANN, JEFF 32.10 06/28/21

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PROGRAM GM360L CITY OF CEDAR FALLS

| GROUP PO<br>NBR NBI |                                                                                         | DESCRIPTION                                | DEBITS    | CREDITS | CURRENT<br>BALANCE |
|---------------------|-----------------------------------------------------------------------------------------|--------------------------------------------|-----------|---------|--------------------|
|                     | GENERAL FUND<br>-415.89-40 MISCELLANEOUS SERVICE<br>RMB:UNIFORM ALLOWANCE               | S / UNIFORM ALLOWANCE                      | continued |         |                    |
| 2093                | 12/21 AP 06/16/21 0395922<br>RMB:UNIFORM ALLOWANCE                                      | REA, KARI<br>AMAZON.COM                    | 139:05    |         | 06/28/21           |
| 2093                | 12/21 AP 06/15/21 0395916<br>RMB:UNIFORM ALLOWANCE                                      | JOHANNSEN, BRIAN KOHL'S                    | 120-38    |         | 06/28/21           |
| 2093                | 12/21 AP 06/15/21 0395905<br>RMB:UNIFORM ALLOWANCE                                      | DOUGAN JR, SCOTT<br>SCHEELS                | 207.58    |         | 06/28/21           |
| 2093                | 12/21 AP 06/13/21 0395923<br>RMB:UNIFORM ALLOWANCE                                      | SCHWAN, KENDALL<br>ARTIC COOL              | 95.38     |         | 06/28/21           |
| 2093                | 12/21 AP 06/13/21 0395909                                                               | GERZEMA, JONATHAN                          | 37,44     |         | 06/28/21           |
| 2093                | RMB:UNIFORM ALLOWANCE<br>12/21 AP 06/08/21 0395912<br>RMB:UNIFORM ALLOWANCE             | AMAZON.COM<br>HARRENSTEIN, JEFFREY<br>GOVX | 179 . 66  |         | 06/28/21           |
| 2093                | 12/21 AP 06/08/21 0395907<br>RMB:UNIFORM ALLOWANCE                                      | FEY, THOMAS VIKTOS.COM                     | 283.20    |         | 06/28/21           |
| 2093                | 12/21 AP 06/08/21 0395907<br>RMB:UNIFORM ALLOWANCE                                      | FEY, THOMAS 5.11 TACTICAL                  | 171.18    |         | 06/28/21           |
| 2093                | 12/21 AP 06/07/21 0395930<br>RMB:UNIFORM ALLOWANCE                                      | YOUNG, NOLAN QUARTERMASTER                 | 186.89    |         | 06/28/21           |
| 2093                | 12/21 AP 06/07/21 0395918                                                               | MADSEN, BRANDEN GOVX                       | 107.52    |         | 06/28/21           |
| 2093                | RMB:UNIFORM ALLOWANCE<br>12/21 AP 06/07/21 0395906                                      | FERGUSON, CLINTON                          | 34.53     |         | 06/28/21           |
| 2093                | RMB:UNIFORM ALLOWANCE<br>12/21 AP 06/05/21 0395919<br>RMB:UNIFORM ALLOWANCE             | MTNOPS.COM MERCADO, JAVIER 5.11 TACTICAL   | 73.47     |         | 06/28/21           |
| 2093                | 12/21 AP 06/03/21 0395910<br>RMB:UNIFORM ALLOWANCE                                      | GETZ, JOSH<br>AMAZON.COM                   | 248.01    |         | 06/28/21           |
| 2093                | 12/21 AP 06/02/21 0395893<br>RMB:UNIFORM ALLOWANCE                                      | BELZ, MATTHEW AMAZON.COM                   | 43,61     |         | 06/28/21           |
| 2093                | 12/21 AP 05/25/21 0395913<br>RMB:UNIFORM ALLOWANCE                                      | HAYES, MIKE<br>COVER ALL EMBROIDERY        | 14.98     |         | 06/28/21           |
| 2093                | 12/21 AP 05/25/21 0395916<br>RMB:UNIFORM ALLOWANCE                                      | JOHANNSEN, BRIAN COVER ALL EMBROIDERY      | 14,98     |         | 06/28/21           |
|                     | ACCOUNT TOTAL                                                                           |                                            | 2,254.08  | 0.0     | 2,254.08           |
|                     | 433.85-01 UTILITIES / UTILITIES                                                         |                                            | 050.25    |         | 05/10/01           |
| 2039                | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21                                    | CEDAR FALLS UTILITIES                      | 259.35    |         | 06/18/21           |
|                     | ACCOUNT TOTAL                                                                           |                                            | 259.35    | -00     | 259.35             |
| 101-6616-<br>2039   | 446.85-01 UTILITIES / UTILITIES<br>12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21 | CEDAR FALLS UTILITIES                      | 7,358.07  |         | 06/18/21           |
|                     | ACCOUNT TOTAL                                                                           |                                            | 7,358.07  | .00     | 7,358.07           |

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PROGRAM GM360L CITY OF CEDAR FALLS

| GROUP PO<br>NBR NBR | ACCTGTRANSACTION PER. CD DATE NUMBER                        | DESCRIPTION           | DEBITS     | CREDITS | CURRENT<br>BALANCE |
|---------------------|-------------------------------------------------------------|-----------------------|------------|---------|--------------------|
|                     |                                                             | DESCRIPTION           |            |         |                    |
| FUND 101 GE         | ENERAL FUND                                                 |                       |            |         |                    |
| 101-6623 <b>-</b> 4 | 23.85-01 UTILITIES / UTILITIES<br>12/21 AP 05/25/21 0395881 |                       | 927.56     |         | 06/18/21           |
| 2037                | UTILITIES THRU 05/25/21                                     | CEDAR FABBS OTTETTES  | 527.30     |         | 00/10/21           |
|                     | ACCOUNT TOTAL                                               |                       | 927.56     | . 00    | 927.56             |
|                     |                                                             |                       |            |         |                    |
|                     | 23.85-01 UTILITIES / UTILITIES                              |                       | 1 505 40   |         | 05/10/01           |
| 2039                | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21        | CEDAR FALLS UTILITIES | 1,527.49   |         | 06/18/21           |
|                     | ACCOUNT TOTAL                                               |                       | 1,527.49   | 00      | 1,527.49           |
|                     |                                                             |                       |            |         |                    |
|                     | FUND TOTAL                                                  |                       | 250,272.05 | 26.76   | 250,245.29         |
|                     |                                                             |                       |            |         |                    |
|                     | X INCREMENT FINANCING<br>87.50-05 TRANSFERS OUT / TRANS     | FERS - TIF            |            |         |                    |
| 2093                | 12/21 AP 06/24/21 0395903                                   | DEBT SERVICE          | 2,724.40   |         | 06/28/21           |
| 2093                |                                                             | CAPITAL PROJECTS FUND | 163.75     |         | 06/28/21           |
| 2093                | PROPERTY TAX PAYMENT<br>12/21 AP 06/24/21 0395897           | CAPITAL PROJECTS FUND | 1,307.53   |         | 06/28/21           |
|                     | PROPERTY TAX PAYMENT                                        |                       |            |         |                    |
|                     | ACCOUNT TOTAL                                               |                       | 4,195.68   | :00     | 4,195.68           |
|                     |                                                             |                       |            |         |                    |
|                     | FUND TOTAL                                                  |                       | 4,195.68   | · 00    | 4,195.68           |
| FIND 206 ST         | REET CONSTRUCTION FUND                                      |                       |            |         |                    |
| 206-6637-4          | 36.85-01 UTILITIES / UTILITIES                              |                       |            |         |                    |
| 2039                | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21        | CEDAR FALLS UTILITIES | 3,781.89   |         | 06/18/21           |
|                     | ACCOUNT TOTAL                                               |                       | 3,781.89   | 00      | 3,781.89           |
|                     |                                                             |                       | 7,10-101   |         | 3,702,03           |
|                     | 36.85-01 UTILITIES / UTILITIES                              |                       |            |         |                    |
| 2039                | 12/21 AP 05/25/21 0395881<br>UTILITIES THRU 05/25/21        | CEDAR FALLS UTILITIES | 2,298.22   |         | 06/18/21           |
|                     | ACCOUNT TOTAL                                               |                       | 2,298.22   | 200     | 2,298.22           |
|                     | ACCOUNT TOTAL                                               |                       | 2,270.22   | .00     | 2,298.22           |
|                     | FUND TOTAL                                                  |                       | 6,080.11   | -00     | 6,080.11           |
|                     |                                                             |                       |            |         |                    |

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PAGE 6 PROGRAM GM360L ACCOUNTING PERIOD 12/2021 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE FUI FU. FU 2

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PROGRAM GM360L

CITY OF CEDAR FALLS

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued HAP\_Young C 072021 01/22 AP 07/01/21 0037687 EDGE MANAGEMENT GROUP, LLC 1,142.00 06/30/21 15 HAP\_Gibson T 072021 01/22 AP 07/01/21 0037682 COOK CO.HOUSING AUTHORITY 184.00 06/30/21 15 HAP Goldstein K 072021 01/22 AP 07/01/21 0037724 PURDY PROPERTIES, LLC 667.00 15 06/30/21 HAP Leiss L 072021 15 01/22 AP 07/01/21 0037724 PURDY PROPERTIES, LLC 710.00 06/30/21 HAP Schmidt D 072021 15 01/22 AP 07/01/21 0037724 PURDY PROPERTIES, LLC 896.00 06/30/21 HAP Cummings A 072021 01/22 AP 07/01/21 0037685 D & J PROPERTIES 303.00 15 06/30/21 HAP Bell M 072021 15 01/22 AP 07/01/21 0037685 D & J PROPERTIES 668 ... 00 06/30/21 HAP Redd S 072021 15 01/22 AP 07/01/21 0037685 D & J PROPERTIES 509.00 06/30/21 HAP Grant F 072021 15 01/22 AP 07/01/21 0037685 D & J PROPERTIES 1,000.00 06/30/21 HAP Terry M 072021 15 01/22 AP 07/01/21 0037685 D & J PROPERTIES 314.00 06/30/21 HAP Rogers S 072021 01722 AP 07/01/21 0037685 D & J PROPERTIES 685.00 15 06/30/21 HAP Keys A 072021 01/22 AP 07/01/21 0037684 509.00 15 CV PROPERTIES, LLC 06/30/21 HAP Langel A 072021 01/22 AP 07/01/21 0037684 CV PROPERTIES, LLC 387.00 15 06/30/21 HAP Barr G 072021 01/22 AP 07/01/21 0037730 15 STANDARD FAMILY ASSIST.LIVING 221.00 06/30/21 HAP Refshauge T 072021 01/22 AP 07/01/21 0037675 15 CEDAR APARTMENTS LLC 409.00 06/30/21 HAP Becerra C 072021 01/22 AP 07/01/21 0037675 15 CEDAR APARTMENTS LLC 158.00 06/30/21 HAP Groskurth D 072021 01/22 AP 07/01/21 0037702 HAUS TO HOME INVESTMENTS 285.00 15 06/30/21 HAP Lehr B 072021 15 01/22 AP 07/01/21 0037713 KYLER, DEBRA K. 451.00 06/30/21 HAP Mussman C 072021 01/22 AP 07/01/21 0037728 15 SCHUERMAN PROPERTIES, LLC 895.00 06/30/21 HAP Boehmer R 072021 01/22 AP 07/01/21 0037728 583.00 SCHUERMAN PROPERTIES, LLC 06/30/21 15 HAP Blake R 072021 15 01/22 AP 07/01/21 0037728 SCHUERMAN PROPERTIES, LLC 1,000.00 06/30/21 HAP Jurries P 072021 01/22 AP 07/01/21 0037731 SWEETING, LARRY 753.00 15 06/30/21 HAP Schumacher D 072021 15 01/22 AP 07/01/21 0037733 THUNDER RIDGE SR.APARTMENTS L 142.00 06/30/21 HAP Youngberg L 072021 01/22 AP 07/01/21 0037733 THUNDER RIDGE SR.APARTMENTS L 15 70.00 06/30/21

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PROGRAM GM360L

CITY OF CEDAR FALLS

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| OUP PO<br>BR NBR | ACCTGTRANSACTION-<br>PER CD DATE NUM                | BER DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DEBITS    | CREDITS | CURREN<br>BALANC<br>POST DT |
|------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-----------------------------|
| (ID 217 SI       | ECTION 8 HOUSING FUND                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
|                  | 432.89-61 MISCELLANEOUS SER                         | VICES / HOUS ASSIST PMTS-OCCUPIED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | continued |         |                             |
|                  | HAP_Ducharme T 072021                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               |                                                     | 4 VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 497,00    |         | 06/30/2                     |
| 15               | HAP_Prior L 072021<br>01/22 AP 07/01/21 003773      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 366-00    |         | 06/30/2                     |
| 13               | HAP Cameron J 072021                                | I VIIIIIOI I II IVIIIIII I IIIIIIII                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 300.00    |         | 00/30/2                     |
| 15               | 01/22 AP 07/01/21 003773                            | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 610.00    |         | 06/30/2                     |
|                  | HAP_Clark T 072021                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 003773                            | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 428.00    |         | 06/30/2                     |
| 15               | HAP Brandt D 072021<br>01/22 AP 07/01/21 0037734    | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 227 00    |         | 06/30/2                     |
| 15               | HAP Greene D 072021                                 | VIDLAGE I AT NINE23 AFARIMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 327.00    |         | 06/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 428.00    |         | 06/30/2                     |
|                  | HAP Moore D 072021                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         | ,,-                         |
| 15               | 01/22 AP 07/01/21 003773                            | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 155,00    |         | 06/30/2                     |
|                  | HAP_Dixon S 072021                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 678.00    |         | 06/30/2                     |
| 15               | HAP_Harper S 072021<br>01/22 AP 07/01/21 0037734    | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 216.00    |         | 06/30/2                     |
| 10               | HAP Bradley J 072021                                | VIDDAGE I AI NINEZO AFARINENI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 210.00    |         | 00/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 276.00    |         | 06/30/2                     |
|                  | HAP_Porter J 072021                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         | ,,-                         |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 237.00    |         | 06/30/2                     |
|                  | HAP Havlik C 072021                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734<br>HAP Henderson D 072021 | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 680.00    |         | 06/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 258.00    |         | 06/30/2                     |
| 13               | HAP Aswegan J 072021                                | VIDENCE I ST STREET STREET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 230,00    |         | 00/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 422.00    |         | 06/30/2                     |
|                  | HAP_Temple S 072021                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 428.00    |         | 06/30/2                     |
| 1.5              | HAP_Gordon Jr. T 072021                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 500.00    |         | 25/25/5                     |
| 15               | 01/22 AP 07/01/21 0037734<br>HAP_Smith T 072021     | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 500.00    |         | 06/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 237.00    |         | 06/30/2                     |
|                  | HAP Vaughn S 072021                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 237,00    |         | 00/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 469.00    |         | 06/30/2                     |
|                  | HAP_Nelson B 072021                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 435.00    |         | 06/30/2                     |
|                  | HAP_Redd A 072021                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734<br>HAP Ford D 072021      | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 287.00    |         | 06/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 116.00    |         | 06/30/2                     |
|                  | HAP Duesenberg J 072021                             | A VALUATION OF THE PARTY OF THE | 210100    |         | 30/30/2                     |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 599.00    |         | 06/30/2                     |
|                  | HAP_Fry S 072021                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           |         |                             |
| 15               | 01/22 AP 07/01/21 0037734                           | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 529.00    |         | 06/30/2                     |
| 1.5              | HAP_Ambrose A 072021                                | WILLIAM T AR NINGO ARTHUR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 501.00    |         |                             |
| 15               | 01/22 AP 07/01/21 0037734<br>HAP Swartley J 072021  | VILLAGE I AT NINE23 APARTMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 501.00    |         | 06/30/2                     |

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PROGRAM GM360L ACCOUNTING PERIOD 12/2021

PROGRAM GM360L CITY OF CEDAR FALLS

|    |        |         |       |         | ACTION<br>NUMBER   | DESCRIPTION            |         | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|----|--------|---------|-------|---------|--------------------|------------------------|---------|-----------|---------|-------------------------------|
|    |        | CTION 8 |       |         |                    |                        |         |           |         |                               |
|    |        |         |       |         |                    | S / HOUS.ASSIST PMTS-0 | CCHPIED | continued |         |                               |
| 15 | 2214-4 | 01/22   | AP 07 | /01/21  | 0037676<br>3557879 | CEDAR FALLS UTILITIES  |         | 48.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | //01/21 | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 154.00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | //01/21 | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 46.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | //01/21 | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 47.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 22.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 171.00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 91 00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 110.00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 28.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 273.00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 95.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 65:00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 38.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 88.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 4.00      |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 124 00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 37.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 78.00     |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 148.00    |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037676            | CEDAR FALLS UTILITIES  | -SEC.8  | 8.00      |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037716            | MALBEC PROPERTIES, LLC | 2       | 453 400   |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037716            | MALBEC PROPERTIES, LLC | 2       | 414 #00   |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037716            | MALBEC PROPERTIES, LLC | 2       | 379 - 00  |         | 06/30/21                      |
| 15 |        |         | AP 07 | /01/21  | 0037716            | MALBEC PROPERTIES, LLC | 2       | 426.00    |         | 06/30/21                      |
| 15 |        |         |       |         |                    | MALBEC PROPERTIES, LLC | 2       | 416.00    |         | 06/30/21                      |

ACCOUNTING PERIOD 12/2021

PREPARED 07/01/2021, 12:09:58 ACCOUNT ACTIVITY LISTING PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ---FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued HAP Halterman A 072021 15 01/22 AP 07/01/21 0037716 MALBEC PROPERTIES, LLC 441.00 06/30/21 HAP Hepker D 072021 01/22 AP 07/01/21 0037716 15 MALBEC PROPERTIES, LLC 224.00 06/30/21 HAP Stevens B 072021 01/22 AP 07/01/21 0037678 503:00 15 CHRISTOPHERSON RENTALS 06/30/21 HAP Williams L 072021 15 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 985.00 06/30/21 HAP BRINER K 072021 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 481.00 15 06/30/21 HAP Hunt M 072021 15 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 646.00 06/30/21 HAP\_Dyer A 072021 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 324.00 15 06/30/21 HAP\_Schwaab A 072021 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 691.00 15 06/30/21 HAP Hoffert J 072021 15 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 439.00 06/30/21 HAP\_Sumerall T 072021 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 470.00 15 06/30/21 HAP Gregory L 072021 01/22 AP 07/01/21 0037678 15 CHRISTOPHERSON RENTALS 596.00 06/30/21 HAP Ricks F 072021 15 01/22 AP 07/01/21 0037678 CHRISTOPHERSON RENTALS 837.00 06/30/21 HAP Carlyle T 072021 01/22 AP 07/01/21 0037678 15 CHRISTOPHERSON RENTALS 410.00 06/30/21 HAP Hall T 072021 01/22 AP 07/01/21 0037718 MELICK, KENT L. 579.00 15 06/30/21 HAP Drewelow D 072021 01/22 AP 07/01/21 0037723 PETERSEN, RANDEL 15 748.00 06/30/21 HAP Brown S 072021 15 01/22 AP 07/01/21 0037720 MHP 2216 LINCOLN STREET, LLC 576.00 06/30/21 HAP Johnson T 072021 01/22 AP 07/01/21 0037720 15 MHP 2216 LINCOLN STREET, LLC 438.00 06/30/21 HAP Wilder S 072021 15 01/22 AP 07/01/21 0037720 MHP 2216 LINCOLN STREET, LLC 434.00 06/30/21 HAP\_Cochran S 072021 15 01/22 AP 07/01/21 0037720 MHP 2216 LINCOLN STREET, LLC 445.00 06/30/21 HAP\_Malone S 072021 01/22 AP 07/01/21 0037720 15 MHP 2216 LINCOLN STREET, LLC 323.00 06/30/21 HAP\_Jones T 072021 01/22 AP 07/01/21 0037720 15 MHP 2216 LINCOLN STREET, LLC 550.00 06/30/21 HAP\_Rule S 072021 01/22 AP 07/01/21 0037689 15 EPM IOWA 1,373.00 06/30/21 HAP Santiago-Lebro 072021 15 01/22 AP 07/01/21 0037689 EPM IOWA 738.00 06/30/21 HAP\_Harkrider D 072021 01/22 AP 07/01/21 0037689 15 EPM IOWA 548.00 06/30/21 HAP Thompson T 072021

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|              |           | AK TABB       |        |            |         |                         |         |           |         | <br>        |
|--------------|-----------|---------------|--------|------------|---------|-------------------------|---------|-----------|---------|-------------|
| GROUP<br>NBR | PO<br>NBR | ACCTG<br>PER. |        | THE A STOR | CTTON   |                         |         |           |         | CUDDENT     |
|              |           |               |        |            |         |                         |         |           |         | <br>POSI DI |
| FUND 2       | 217 SE    | CTION 8       | HOUS   | ING FUND   |         |                         |         |           |         |             |
|              |           |               |        |            |         | s / HOUS.ASSIST PMTS-OC | CUPIED  | continued |         |             |
| 15           |           |               |        | 7/01/21    |         | EPM IOWA                |         |           | 7 - 00  | 06/30/21    |
|              |           |               |        | on K 072   |         |                         |         |           |         | ,,          |
| 15           |           |               |        |            | 0037689 | EPM IOWA                |         | 319       | 9.00    | 06/30/21    |
|              |           |               |        | K 072021   |         |                         |         |           |         |             |
| 15           |           |               |        |            | 0037686 | DC MANAGEMENT, LLC      |         | 585       | 500     | 06/30/21    |
|              |           |               |        | 072021     |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037712 | KROEMER, KRAIG          |         | 366       | 500     | 06/30/21    |
|              |           | HAP_Cu        | rrie   | L 072021   |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037715 | LEGACY RESIDENTIAL      |         | 394       | 1.00    | 06/30/21    |
|              |           | HAP JOI       | rdan : | L 072021   |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037669 | ARENDS INVESTMENTS      |         | 637       | 7 00    | 06/30/21    |
|              |           | HAP Wor       | rtham  | W 07202    | 1       |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037721 | OWL INVESTMENTS, LLC    |         | 503       | 3.00    | 06/30/21    |
|              |           | HAP Sch       | nroed  | er S 072   | 021     |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037683 | CRESCENT CONDOMINIUMS,  | LLC     | 430       | 0.00    | 06/30/21    |
|              |           | HAP Lol       | ar K   | 072021     |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037701 | HARRINGTON'S RENTAL LL  | iC      | 975       | 5.00    | 06/30/21    |
|              |           | HAP_Lai       | rrond  | a E 0720   | 21      |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037691 | FERNHOLZ, KARI L.       |         | 1,041     | 00      | 06/30/21    |
|              |           | HAP Car       | rlton  | D 0720     | 21      |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037727 | ROGERS, DERICK          |         | 887       | 7.00    | 06/30/21    |
|              |           | HAP_She       | erwoo  | d J 0720   | 21      |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037708 | KAI, BRENT              |         | 275       | .00     | 06/30/21    |
|              |           | HAP Har       | milto  | n T 0720   | 21      |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037729 | STAND FIRM PROPERTIES   | LLC     | 399       | 0.00    | 06/30/21    |
|              |           | HAP_Hoo       | ige G  | 072021     |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037729 | STAND FIRM PROPERTIES   | LLC     | 485       | .00     | 06/30/21    |
|              |           | HAP_Was       | shing  | ton V 07   | 2021    |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037739 | WYMORE, LARRY R.        |         | 522       | 2 ∞ 0 0 | 06/30/21    |
|              |           | HAP MOI       | FFETT  | J 07202    | 1       |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037738 | WINGSB, LLC             |         | 104       | . 00    | 06/30/21    |
|              |           |               |        | A 072021   |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037738 | WINGSB, LLC             |         | 737       | .00     | 06/30/21    |
|              |           |               |        | A 07202    |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    |         | JLL EXTENDED STAY INN   |         | 195       | .00     | 06/30/21    |
|              |           |               |        | D 07202    |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    | 0037707 | JLL EXTENDED STAY INN   |         | 298       | .00     | 06/30/21    |
|              |           | HAP_Mod       |        |            |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    | 0037714 | LARSEN RENTALS LLC      |         | 507       | 400     | 06/30/21    |
|              |           | HAP_Boy       |        |            |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0'  | 7/01/21    | 0037714 | LARSEN RENTALS LLC      |         | 507       | .00     | 06/30/21    |
|              |           |               |        | 072021     |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    |         | VILLAGE II AT NINE23 A  | PARTMEN | 391       | 0 0     | 06/30/21    |
|              |           |               |        | s S 0720   |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    |         | VILLAGE II AT NINE23 A  | PARTMEN | 396       | .00     | 06/30/21    |
|              |           |               |        | 3 072021   |         |                         |         |           |         |             |
| 15           |           |               |        | 7/01/21    |         | VILLAGE II AT NINE23 A  | PARTMEN | 397       | . 00    | 06/30/21    |
|              |           |               |        | D 07202    |         |                         |         |           |         |             |
| 15           |           | 01/22         | AP 0   | 7/01/21    | 0037735 | VILLAGE II AT NINE23 A  | PARTMEN | 388       | .00     | 06/30/21    |
|              |           |               |        |            |         |                         |         |           |         |             |

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PROGRAM GM360L CITY OF CEDAR FALLS

| OUP PO<br>BR NBR | ACCTG<br>PER.       | CD   | -TRANSAC<br>DATE | CTION<br>NUMBER | DESCRIPTIO    | )N               |                                         |        | DEBITS      | CREDITS | CURREN<br>BALANC<br>POST DT |
|------------------|---------------------|------|------------------|-----------------|---------------|------------------|-----------------------------------------|--------|-------------|---------|-----------------------------|
|                  |                     |      |                  |                 |               |                  |                                         |        |             |         | 1001 21                     |
|                  | ECTION 8 H          |      |                  |                 |               | am buma oa       | and the                                 |        |             |         |                             |
| 17-2214-4        |                     |      |                  | JS SERVICE      | S / HOUS ASSI | ST PMTS-OCC      | COLTED                                  | contin | uea         |         |                             |
| 15               | HAP_Lam             |      |                  | 000000          | VILLAGE II A  | יא בכימונדות יים | דא יש איים איים                         |        | 211 00      |         | 06/30/2                     |
| 13               | HAP Hood            |      |                  |                 | VILLAGE II A  | IA CSENTN I.     | FARINEN                                 |        | 211:00      |         | 00/30/2                     |
| 15               |                     |      |                  | 0037735         | VILLAGE II A  | ים בכשמות די     | PARTMEN                                 |        | 480.00      |         | 06/30/2                     |
| 13               | HAP Wied            |      |                  |                 | VIII 22 .     |                  | ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ |        | 100,00      |         | 00/00/2                     |
| 15               |                     |      | /01/21 (         |                 | VILLAGE II A  | T NINE23 A       | PARTMEN                                 |        | 375 - 00    |         | 06/30/2                     |
|                  | HAP OBri            |      |                  |                 |               |                  |                                         |        |             |         | ,, -                        |
| 15               |                     |      |                  | 0037735         | VILLAGE II A  | T NINE23 A       | PARTMEN                                 |        | 434.00      |         | 06/30/2                     |
|                  | HAP Hump            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01722 A             |      |                  |                 | VILLAGE II A  | T NINE23 A       | PARTMÉN                                 |        | 181.00      |         | 06/30/2                     |
|                  | HAP Fraz            | ier  | T 07202          | L               |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             | P 07 | /01/21 (         | 0037735         | VILLAGE II A  | T NINE23 AI      | PARTMEN                                 |        | 319.00      | 12      | 06/30/2                     |
|                  | HAP_Sacc            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               |                     |      |                  | 0037735         | VILLAGE II A  | T NINE23 A       | PARTMEN                                 |        | 311.00      |         | 06/30/2                     |
|                  | HAP_O'de            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               |                     |      | /01/21 (         | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 333.00      |         | 06/30/2                     |
|                  | HAP_Harm            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 430.00      |         | 06/30/2                     |
|                  | HAP_Hark            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  | 0037735         | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 329.00      |         | 06/30/2                     |
|                  | HAP_Dzap            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 A       | PARTMEN                                 |        | 430.00      |         | 06/30/2                     |
|                  | HAP_Loff            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 664.00      |         | 06/30/2                     |
| 3.5              | HAP_Mill            |      |                  |                 |               | m NITHIOO DI     | DA DOMESTA                              |        | 404.00      |         | 06/20/5                     |
| 15               | 01/22 A<br>HAP Haug |      |                  | 103//35         | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 424.00      |         | 06/30/2                     |
| 15               | 01/22 A             |      |                  | 1027725         | VILLAGE II A  | T MINESS AT      | DADTMEN                                 |        | 479.00      |         | 06/30/2                     |
| 12               | HAP Forn            |      |                  | 1031135         | ATPRAGE IT N  | I MINESS AF      | PARIMEN                                 |        | 4/3:00      |         | 06/30/2                     |
| 15               | 01/22 A             |      |                  | 1027725         | VILLAGE II A  | זג נכשוודוא יד   | DADTMEN                                 |        | 245.00      |         | 06/30/2                     |
| 13               | HAP Lane            |      |                  | 0031133         | VIDUAGE II A  | I NINEZS AF      | FARTPIEN                                |        | 243.00      |         | 00/30/2                     |
| 15               | 01/22 A             |      |                  | 0037735         | VILLAGE II A  | T NINESS AL      | DARTMEN                                 |        | 675-00      |         | 06/30/2                     |
| 13               | HAP-Mull            |      |                  |                 | VIIII100 II 1 | 1 41411000 111   |                                         |        | 013400      |         | 00/30/2                     |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 365.00      |         | 06/30/2                     |
| 20               | HAP_Wils            |      |                  |                 | VIIII II II I | 1 11111000 111   |                                         |        | 5 0 5 1 0 0 |         | 00,00,2                     |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 223 - 00    |         | 06/30/2                     |
|                  | HAP King            |      |                  |                 |               |                  |                                         |        | 8           |         | ,,-                         |
| 15               | 01/22 A             |      |                  | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 215.00      |         | 06/30/2                     |
|                  | HAP Roge            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 544.00      |         | 06/30/2                     |
|                  | HAP Niel            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  |                 | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 458.00      |         | 06/30/2                     |
|                  | HAP Ream            | s L  | 072021           |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 575.00      |         | 06/30/2                     |
|                  | HAP_BALM            |      |                  |                 |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 661.00      |         | 06/30/2                     |
|                  | HAP_Hump            | hrey | J 07202          | 21              |               |                  |                                         |        |             |         |                             |
| 15               | 01/22 A             |      |                  | 037735          | VILLAGE II A  | T NINE23 AF      | PARTMEN                                 |        | 610.00      |         | 06/30/2                     |
|                  | HAP_Wils            |      |                  |                 |               |                  |                                         |        |             |         |                             |

ACCOUNTING PERIOD 12/2021

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

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|     |        | AK TABBI         |      |                     |          |                        | *****   | ********** | *******    |         |          |
|-----|--------|------------------|------|---------------------|----------|------------------------|---------|------------|------------|---------|----------|
| MED | NED    | ACCTG            | CD.  | TRANS               | ACTION   | DESCRIPTION            |         | DE         | ים דתיכ    | CREDITS | CURRENT  |
| NDK | NDK    | FER.             | CD   | DAIL                | Addition | DESCRIPTION            |         | DI         |            |         | POST DT  |
|     |        |                  |      |                     |          |                        |         |            |            |         |          |
|     |        | CTION 8          |      |                     |          |                        |         |            |            |         |          |
|     | 2214-4 |                  |      |                     |          | S / HOUS.ASSIST PMTS-C | CCOLIED |            |            |         | 06/30/03 |
| 15  |        |                  |      | 7/01/21<br>A 07202  | 0037709  | KLEIN, JULIE           |         | 219        | .00        |         | 06/30/21 |
| 15  |        |                  |      |                     | 0037703  | HOUSING AUTHORITY OF   | TOLIET  | 999        | I 0.0      |         | 06/30/21 |
| 13  |        |                  |      | Q 07202             |          | HOUBING ADIMORITI OF   | COLLET  | ,,,,       | . 00       |         | 00/30/21 |
| 15  |        |                  |      |                     | 0037703  | HOUSING AUTHORITY OF   | JOLIET  | 1,960      | . 00       |         | 06/30/21 |
|     |        |                  |      | 072021              |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037704  | HOWARD, BRAD           |         | 831        | 00         |         | 06/30/21 |
|     |        |                  |      | M 0720              |          |                        |         |            |            |         | 24/22/24 |
| 15  |        |                  |      |                     | 0037711  | KREMER PROPERTIES LLC  |         | 492        | 00         |         | 06/30/21 |
| 15  |        |                  |      | W 0720:             | 0037695  | GEMINI PROPERTIES, LI  | .с      | 1 085      | 0.0        |         | 06/30/21 |
|     |        |                  |      | A 0720              |          | OBMINI TROTERTIBE, EL  |         | 1,000      |            |         | 00/30/21 |
| 15  |        |                  |      |                     | 0037710  | KRAAYENBRINK, RANDY I  | (a)     | 644        | .00        |         | 06/30/21 |
|     |        |                  |      | M 07202             |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037710  | KRAAYENBRINK, RANDY L  |         | 1,080      | .00        |         | 06/30/21 |
|     |        |                  |      | 072021              |          | HALLIND GON DUTANA     |         | 1 000      |            |         | 05/20/03 |
| 15  |        |                  |      | 7/01/21<br>Г 07202: | 0037700  | HALVERSON, RHIANA      |         | 1,200      | .00        |         | 06/30/21 |
| 15  |        |                  |      |                     | 0037680  | CMY PROPERTIES, LLC    |         | 1,373      | =00        |         | 06/30/21 |
|     |        |                  |      | K 07202             |          |                        |         | =,5.5      |            |         | 00/30/22 |
| 15  |        |                  |      |                     | 0037681  | CNC INVESTMENTS, LLC   |         | 948        | .00        |         | 06/30/21 |
|     |        |                  |      | D 072               |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037725  | R & R RENTAL PROPERTI  | ES, LLC | 1,015      | <b></b> 00 |         | 06/30/21 |
| 15  |        |                  |      | A 07202:            |          | BUTLER, MICHAEL        |         | 509        | 0.0        |         | 06/20/21 |
| 15  |        | HAP Coc          |      |                     | 0037673  | BUILDER, MICHAEL       |         | 509        | £00        |         | 06/30/21 |
| 15  |        |                  |      |                     | 0037705  | HUNTER PROPERTY LLC    |         | 768        | - 00       |         | 06/30/21 |
|     |        | HAP Tho          |      |                     |          |                        |         |            |            |         | , ,      |
| 15  |        | 01/22            | AP 0 | 7/01/21             | 0037699  | HAGEDORN, JEREMIAH     |         | 778        | .00        |         | 06/30/21 |
|     |        | HAP_Got          |      |                     |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037722  | PAULSON, JAMES         |         | 350        | * 0 O      |         | 06/30/21 |
| 15  |        | HAP_Top          |      |                     | 0037722  | PAULSON, JAMES         |         | 153        | 0.0        |         | 06/30/21 |
| 13  |        |                  |      | L 07202:            |          | FAODSON, DAMES         |         | 177        | * 00       |         | 00/30/21 |
| 15  |        |                  |      |                     | 0037688  | ELMCREST ESTATES, L.C  |         | 436        | .00        |         | 06/30/21 |
|     |        |                  |      | 072021              |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037717  | MCKERNAN, JAMES M.     |         | 587        | .00        |         | 06/30/21 |
|     |        |                  |      | n J 0720            |          |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037717  | MCKERNAN, JAMES M.     |         | 767        | 700        |         | 06/30/21 |
| 15  |        | HAP_Por          |      |                     | 0037693  | G P MANAGEMENT LLC     |         | 403        | 0.0        |         | 06/30/21 |
| 10  |        | HAP Wer          |      |                     |          | G I PANAOBRIDAT EEC    |         | 400        | .00        |         | 00/30/21 |
| 15  |        |                  |      |                     | 0037732  | T.J.J.C. L.L.C.        |         | 650        | .00        |         | 06/30/21 |
|     |        | HAP_Bra          | cell | J 0720              | 021      |                        |         |            |            |         |          |
| 15  |        |                  |      |                     | 0037732  | T.J.J.C. L.L.C.        |         | 282        | - 00       |         | 06/30/21 |
| 2.5 |        |                  |      | ck M 072            |          | m                      |         |            | 0.0        |         | 05/00/5- |
| 15  |        | 01/22<br>HAP Hor |      |                     | 0037732  | T.J.J.C. L.L.C.        |         | 197        |            |         | 06/30/21 |
| 15  |        |                  |      |                     | 0037696  | GERDES III, BENJAMIN   | Ρ.      | 279        | -00        |         | 06/30/21 |
|     |        | V = / = =        | 0    | .,,                 |          |                        |         | 2,7        | 2,4        |         | 00,50,21 |

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PROGRAM GM360L CITY OF CEDAR FALLS

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| GROUP I  | PO ACCTG    | TR                      | ANSACTION     |                               |            |         | CURRENT         |
|----------|-------------|-------------------------|---------------|-------------------------------|------------|---------|-----------------|
| NBR NE   | BR PER.     | CD DA'                  | TE NUMBER     | DESCRIPTION                   | DEBITS     | CREDITS | BALANCE         |
|          |             |                         |               |                               |            |         | POST DT         |
| FUND 217 | SECTION 8   | HOUSING                 | FUND          |                               |            |         |                 |
|          |             |                         |               | S / HOUS.ASSIST PMTS-OCCUPIED | continued  |         |                 |
|          |             | lessi S 0               |               |                               |            |         |                 |
| 15       |             |                         | /21 0037696   | GERDES III, BENJAMIN P.       | 596.00     |         | 06/30/21        |
|          |             | erwood D                |               | dennes are newtown n          | 622.00     |         | 0.5 / 0.5 / 0.5 |
| 15       |             | AP 07/01,<br>aman D 07: | /21 0037696   | GERDES III, BENJAMIN P        | 638.00     |         | 06/30/21        |
| 15       |             |                         | /21 0037696   | GERDES III, BENJAMIN P.       | 963.00     |         | 06/30/01        |
| 12       |             | el A 072                |               | GERDES III, BENJAMIN P.       | 963.00     |         | 06/30/21        |
| 15       |             |                         | /21 0037706   | J & A PROPERTIES              | 788.00     |         | 06/30/21        |
| 13       |             | ve L 0720               |               | O & A INOLDATILED             | 700.00     |         | 00/30/21        |
| 15       |             |                         | /21 0037671   | BARTELT RENTALS L.C.          | 475.00     |         | 06/30/21        |
| 20       |             | k J 0720                |               |                               | 1.0100     |         | 00/50/21        |
| 15       |             |                         | /21 0037671   | BARTELT RENTALS L.C.          | 850.00     |         | 06/30/21        |
|          |             | ds N 072                |               |                               |            |         | ,,              |
| 15       | 01/22       | AP 07/01,               | /21 0037674   | C & H HOLDINGS LLC            | 798.00     |         | 06/30/21        |
|          | HAP_Ros     | s S 0720                | 21            |                               |            |         |                 |
|          |             |                         |               |                               |            |         |                 |
|          |             | 2                       | ACCOUNT TOTAL |                               | 106,920.00 | .00     | 106,920.00      |
|          |             |                         |               |                               |            |         |                 |
|          |             |                         |               |                               |            |         |                 |
|          |             |                         |               | S / ADMIN FEE DUE OTHERS      |            |         | / /             |
| 15       |             |                         | /21 0037682   | COOK CO.HOUSING AUTHORITY     | 34.16      |         | 06/30/21        |
| 15       |             | dstein K (              |               | HOUSING AUTHORITY OF JOLIET   | 27 70      |         | 06/30/01        |
| 15       |             | on Q 0720               | /21 0037703   | HOUSING AUTHORITY OF JOLIET   | 37.70      |         | 06/30/21        |
| 15       |             |                         | /21 0037703   | HOUSING AUTHORITY OF JOLIET   | 37.70      |         | 06/30/21        |
| 15       |             | ne I 07202              |               | HOUSING AUTHORITY OF GODIET   | 37.70      |         | 06/30/21        |
|          | Ar_ray.     | 16 1 07202              | 41            |                               |            |         |                 |
|          |             | 2                       | ACCOUNT TOTAL |                               | 109.56     | .00     | 109.56          |
|          |             | 1                       | ACCOUNT TOTAL |                               | 107.50     | , 00    | 102,30          |
|          |             |                         |               |                               |            |         |                 |
|          |             | I                       | FUND TOTAL    |                               | 107,029.56 | 0.0     | 107,029.56      |
|          |             |                         |               |                               |            |         |                 |
|          |             |                         |               |                               |            |         |                 |
| FUND 223 | COMMUNITY   | BLOCK GRA               | ANT           |                               |            |         |                 |
| 223-2224 | 1-432.88-33 | OUTSIDE                 | AGENCIES / NO | RTHEAST IOWA FOOD BANK        |            |         |                 |
| 2039     | 12/21       | AP 06/16,               | /21 0004640   | NORTHEAST IOWA FOOD BANK      | 17,022.51  |         | 06/18/21        |
|          | CARES F     | TUNDS #1 H              | FFY2019       |                               |            |         |                 |
| PROJECT  | Γ#: 02      | 2351                    |               |                               |            |         |                 |
|          |             |                         |               |                               |            |         |                 |
|          |             | I                       | ACCOUNT TOTAL |                               | 17,022.51  | .00     | 17,022.51       |
|          |             |                         |               |                               |            |         |                 |
|          |             | _                       | DINID MOMAI   |                               | 17 000 57  |         | 17 000          |
|          |             | ŀ                       | FUND TOTAL    |                               | 17,022.51  | .00     | 17,022.51       |
|          |             |                         |               |                               |            |         |                 |

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CITY OF CEDAR FALLS

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GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND FUND 254 CABLE TV FUND 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING 12/21 AP 06/27/21 0395928 THORN, KEVIN 180.00 06/28/21 OVERMAN PARK CONCERTS CAMERA OPERATOR BENSON, ERIC 2093 180.00 12/21 AP 06/27/21 0395894 06/28/21 OVERMAN PARK CONCERTS CAMERA OPERATOR 2093 12/21 AP 06/27/21 0395904 DEWITT, JASON 150.00 06/28/21 CAMERA OPERATOR GATEWAY PARK CONCERTS SURMA, JOSEPH EDWARD 200.00 12/21 AP 06/26/21 0395927 2093 06/28/21 PARADE AND MARINE BAND CAMERA OPERATOR DEWITT, JASON 200.00 2093 12/21 AP 06/26/21 0395904 06/28/21 CAMERA OPERATOR PARADE AND MARINE BAND 2093 12/21 AP 06/26/21 0395928 THORN, KEVIN 200.00 06/28/21 OVERMAN PARK CONCERTS CAMERA OPERATOR BENSON, ERIC 12/21 AP 06/26/21 0395894 200.00 2093 06/28/21 OVERMAN PARK CONCERTS CAMERA OPERATOR 2093 12/21 AP 06/26/21 0395926 STOW, CHRISTIAN 115.00 06/28/21 STURGIS FALLS PARADE CAMERA OPERATOR 12/21 AP 06/26/21 0395929 WESTERMAN, ROBERT 150.00 2093 06/28/21 STURGIS FALLS PARADE ANNOUNCER 12/21 AP 06/22/21 0395927 SURMA, JOSEPH EDWARD 2093 90.00 06/28/21 MUNICIPAL BAND CONCERT CAMERA OPERATOR 2039 12/21 AP 06/17/21 0395880 BENSON, ERIC 85.00 06/18/21 CAMERA OPERATOR CF SOFTBALL-IC WEST PROJECT#: 759 12/21 AP 06/17/21 0395886 STOW, CHRISTIAN 2039 85.00 06/18/21 CF SOFTBALL-IC WEST CAMERA OPERATOR PROJECT#: 759 12/21 AP 06/17/21 0395887 SURMA, JOSEPH EDWARD 2039 85.00 06/18/21 CF SOFTBALL-IC WEST CAMERA OPERATOR PROJECT#: 759 12/21 AP 06/17/21 0395883 2039 DEWITT, JASON 85.00 06/18/21 CF SOFTBALL-IC WEST CAMERA OPERATOR PROJECT# : 759 LONGNECKER, JEREMIAH 2039 12/21 AP 06/17/21 0395884 100.00 06/18/21 CF SOFTBALL-IC WEST ANNOUNCER PROJECT#: 759 12/21 AP 06/17/21 0395885 SIMPSON, MARK 2039 100.00 06/18/21 ANNOUNCER CF SOFTBALL-IC WEST PROJECT#: 759 2039 12/21 AP 06/16/21 0395885 SIMPSON, MARK 125.00 06/18/21 ANNOUNCER CF BASEBALL-WESTERN DBQ PROJECT# = 759 12/21 AP 06/16/21 0395884 LONGNECKER, JEREMIAH 100.00 2039 06/18/21 CF BASEBALL-WESTERN DBQ ANNOUNCER PROJECT#: 759 12/21 AP 06/16/21 0395880 BENSON, ERIC 85.00 2039 06/18/21 CF BASEBALL-WESTERN DBQ CAMERA OPERATOR PROJECT#: 759

ACCOUNTING PERIOD 12/2021

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS ----- POST DT ----FUND 254 CABLE TV FUND 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING continued 12/21 AP 06/16/21 0395886 STOW, CHRISTIAN 85.00 06/18/21 CF BASEBALL-WESTERN DBQ CAMERA OPERATOR PROJECT#: 759 12/21 AP 06/16/21 0395887 SURMA, JOSEPH EDWARD 2039 85.00 06/18/21 CF BASEBALL-WESTERN DBQ CAMERA OPERATOR PROJECT#: 759 12/21 AP 06/16/21 0395883 DEWITT, JASON 85.00 06/18/21 CF BASEBALL-WESTERN DBQ CAMERA OPERATOR PROJECT#: 759 ACCOUNT TOTAL 2,770.00 ... 00 2,770.00 FUND TOTAL 2,770.00 ., 00 2,770.00 FUND 258 PARKING FUND 258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 15.75 06/18/21 UTILITIES THRU 05/25/21 15.75 ACCOUNT TOTAL .00 15.75 FUND TOTAL 15.75 . 00 15.75 FUND 261 TOURISM & VISITORS 261-2291-423.85-01 UTILITIES / UTILITIES 2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 384.64 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 384.64 · 00 384.64 FUND TOTAL 384.64 ...00 384.64 FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.85-01 UTILITIES / UTILITIES 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 107.45 06/18/21 UTILITIES THRU 05/25/21 ACCOUNT TOTAL 107.45 .00 107.45 FUND TOTAL 107.45 .00 107.45

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PROGRAM GM360L ACCOUNTING PERIOD 12/2021 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND FUND 293 FIRE RETIREMENT FUND FUND 294 LIBRARY RESERVE FUND 295 SOFTBALL PLAYER CAPITAL FUND 296 GOLF CAPITAL FUND 297 REC FACILITIES CAPITAL FUND 298 HEARST CAPITAL 298-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE 12/21 AP 06/11/21 0395889 GILLIAN CHRISTY STUDIO LLC 10,000.00 06/22/21 SCULPTURE COMMISSION FNL.PMT.-REDO CK#137337 10,000.00 ACCOUNT TOTAL ... 00 10,000.00 FUND TOTAL 10,000.00 ... 00 10,000.00 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 430 2004 TIF BOND FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2000 BOND FUND 435 1999 TIF FUND 436 2012 BOND FUND 437 2018 BOND FUND 438 2020 BOND FUND FUND 439 2008 BOND FUND FUND 443 CAPITAL PROJECTS 443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION 2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES 221.25 06/18/21 UTILITIES THRU 05/25/21

221.25

221.25

..... 00

.00

221.25

221.25

FUND 472 PARKADE RENOVATION

ACCOUNT TOTAL

FUND TOTAL

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| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                                                                                                                                                                                                | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-------------------------------|
| 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 IMPROVEMENT 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<br>2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES<br>UTILITIES THRU 05/25/21                                                                                                                                                                                                                                      | 4,106.25  |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                                                                                    | 4,106.25  | .00     | 4,106.25                      |
| 551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING<br>2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES<br>UTILITIES THRU 05/25/21                                                                                                                                                                                                                | 5,860.00  |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                                                                                    | 5,860.00  | 0.0     | 5,860.00                      |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN<br>2093 12/21 AP 06/15/21 0395895 BLACK HAWK CO.LANDFILL<br>LANDFILL SRV:6/1-6/15/21                                                                                                                                                                                                                      | 24,075.79 |         | 06/28/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                                                                                    | 24,075.79 | . 00    | 24,075,79                     |
| FUND TOTAL                                                                                                                                                                                                                                                                                                                                                       | 34,042.04 | . 00    | 34,042.04                     |
| FUND 552 SEWER RENTAL FUND 552-6655-436.85-01 UTILITIES / UTILITIES 2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES UTILITIES THRU 05/25/21                                                                                                                                                                                                                 | 10,808.05 |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                                                                                    | 10,808.05 | .00     | 10,808.05                     |
| 552-6665-436.85-01 UTILITIES / UTILITIES<br>2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES<br>UTILITIES THRU 05/25/21                                                                                                                                                                                                                                      | 15,200.39 |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                                                                                    | 15,200.39 | .00     | 15,200.39                     |

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| CITY OF CEDAR FALLS                                                                                                                                                                                                     |           |         |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-------------------------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                                                    | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
| FUND 552 SEWER RENTAL FUND 552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL 2093 12/21 AP 06/15/21 0395895 BLACK HAWK CO.LANDFILL LANDFILL SRV:6/1-6/15/21                                                      | 122.95    |         | 06/28/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 122.95    | . 00    | 122.95                        |
| 552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING<br>2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES<br>UTILITIES THRU 05/25/21                                                                       | 5,860.00  |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 5,860.00  | . 00    | 5,860.00                      |
| FUND TOTAL                                                                                                                                                                                                              | 31,991.39 | 00      | 31,991.39                     |
| FUND 553 2004 SEWER BOND FUND 555 STORM WATER UTILITY 555-6630-432.85-01 UTILITIES / UTILITIES 2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES UTILITIES THRU 05/25/21                                             | 43418     |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 43.18     | 400     | 43.18                         |
| 555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING<br>2039 12/21 AP 05/25/21 0395881 CEDAR FALLS UTILITIES<br>UTILITIES THRU 05/25/21                                                                       | 5,860.00  |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 5,860.00  | .00     | 5,860.00                      |
| FUND TOTAL                                                                                                                                                                                                              | 5,903.18  | 0.0     | 5,903.18                      |
| FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND 606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES 2039 12/21 AP 06/10/21 0395882 CEDAR FALLS UTILITIES LIBRARY DOMAIN NAME STATIC IP ADDRESS | 15.00     |         | 06/18/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 15.00     | 0.0     | 15.00                         |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT<br>2052 12/21 AP 06/06/21 0395892 U.S. CELLULAR<br>CELL PHONE:6/6-7/5/21                                                                                   | 30.57     |         | 06/22/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                           | 30.57     | . 00    | 30.57                         |

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| ROUP | PO  | ACCTG |    | TRANSA | CTION  |             |        |         | CURRENT |
|------|-----|-------|----|--------|--------|-------------|--------|---------|---------|
| NBR  | NBR | PER.  | CD | DATE   | NUMBER | DESCRIPTION | DEBITS | CREDITS | BALANCE |

| NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                                                                                                                                    | DEDIIO    | CREDIIS        | BALANCE   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|-----------|
|                                                                                                                                                                                                                                                                            |           |                | POST DT   |
| FUND 606 DATA PROCESSING FUND<br>606-1078-441.82-30 COMMUNICATION / FIBER OPTICS<br>2039 12/21 AP 06/10/21 0395882 CEDAR FALLS UTILITIES<br>FIBER POINT:5/11-6/10/21                                                                                                       | 3,320.00  |                | 06/18/21  |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                              | 3,320.00  | y. 00          | 3,320.00  |
| FUND TOTAL                                                                                                                                                                                                                                                                 | 3,365.57  | ⊕, 0 0         | 3,365.57  |
| FUND 680 HEALTH INSURANCE FUND FUND 681 HEALTH SEVERANCE 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 2093 12/21 AP 06/24/21 0395908 GENERAL FUND PROPERTY TAX PAYMENT                                                                                                                                              | 9,336.34  |                | 06/28/21  |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                              | 9,336.34  | @ O O          | 9,336.34  |
| 724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID<br>2093 12/21 AP 06/24/21 0395901 COMMUNITY MAIN STREET<br>PROPERTY TAX PAYMENT                                                                                                                                       | 29,701.70 |                | 06/28/21  |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                              | 29,701.70 | a+ 0 0         | 29,701.70 |
| 724-0000-487.50-06 TRANSFERS OUT / TRANSFERS-SSMID COLL HILL<br>2093 12/21 AP 06/24/21 0395900 COLLEGE HILL PARTNERSHIP<br>PROPERTY TAX PAYMENT                                                                                                                            | 1,922.06  |                | 06/28/21  |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                              | 1,922.06  | 00             | 1,922.06  |
| FUND TOTAL                                                                                                                                                                                                                                                                 | 40,960.10 | : <u>∗</u> :00 | 40,960.10 |

FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE

Item 34.

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

FUND 729 HILLSIDE CEMETERY P-CARE

FUND 790 FLOOD LEVY

GRAND TOTAL 514,361.28 26.76 514,334.52

Item 34.

Council Invoices for Council Meeting 07/06/21

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CITY OF CEDAR FALLS

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| GROUP<br>NBR N | PO ACCTGTRANSACTION<br>BR PER. CD DATE NUMBER                        | DESCRIPTION                                  | DEBITS   | CREDITS            | CURRENT<br>BALANCE |
|----------------|----------------------------------------------------------------------|----------------------------------------------|----------|--------------------|--------------------|
| ELIND 101      | GENERAL FUND                                                         |                                              |          |                    | 2002 21            |
|                | 8-441.71-01 OFFICE SUPPLIES / OFF                                    | ICE SUPPLIES                                 |          |                    |                    |
| 2095           | 12/21 AP 06/25/21 0000000<br>POSTAGE METER TAPE                      | ADVANCED BUSINESS SYSTEMS, IN                | 37.95    |                    | 07/01/21           |
|                | ACCOUNT TOTAL                                                        |                                              | 37.95    | .00                | 37-95              |
| 101-100        | 8-441.87-01 RENTALS / RENTALS                                        |                                              |          |                    |                    |
| 12             | 01/22 AP 06/13/21 0000000<br>POSTAGE METER RENTAL                    | QUADIENT, INC.<br>7/13/21-10/12/21           | 162.00   |                    | 07/01/21           |
|                | ACCOUNT TOTAL                                                        |                                              | 162.00   | .00                | 162.00             |
| 101-102        | 8-441.81-53 PROFESSIONAL SERVICES                                    | / JOB NOTICES                                |          |                    |                    |
| 2095           | 12/21 AP 06/22/21 0000000<br>SEARCH BOOST                            | COURIER COMMUNICATIONS-ADVERT                | 39.00    |                    | 07/01/21           |
| 2095           | 12/21 AP 06/20/21 0000000                                            | COURIER COMMUNICATIONS-ADVERT                | 250.00   |                    | 07/01/21           |
| 2095           | DIGITAL IMPRESS-SURVEYOR<br>12/21 AP 06/15/21 0000000                | ONLINE<br>COURIER COMMUNICATIONS-ADVERT      | 25.00    |                    | 07/01/21           |
| 2095           | JOB AD:LAND SURVEYOR<br>12/21 AP 06/13/21 0000000                    | PULSE<br>COURIER COMMUNICATIONS-ADVERT       | 25.00    |                    | 07/01/21           |
| 2095           | JOB AD:LAND SURVEYOR<br>12/21 AP 06/11/21 0000000                    | COURIER COURIER COMMUNICATIONS-ADVERT        | 25.00    |                    | 07/01/21           |
| 2095           | JOB AD:LAND SURVEYOR<br>12/21 AP 06/08/21 0000000                    | COURIER COURIER COMMUNICATIONS-ADVERT        | 25.00    |                    | 07/01/21           |
| 2095           | JOB AD:LAND SURVEYOR<br>12/21 AP 06/06/21 0000000                    | PULSE<br>COURIER COMMUNICATIONS-ADVERT       | 450.00   |                    | 07/01/21           |
| 2095           | 30K IMPRESSIONS<br>12/21 AP 06/06/21 0000000<br>JOB AD:LAND SURVEYOR | ONLINE COURIER COMMUNICATIONS-ADVERT COURIER | 25.00    |                    | 07/01/21           |
|                | ACCOUNT TOTAL                                                        |                                              | 864.00   | a 00               | 864.00             |
| 101-104        | 8-441.81-29 PROFESSIONAL SERVICES                                    | / LEGAL CONSULTANTS                          |          |                    |                    |
| 2122           | 12/21 AP 06/22/21 0000000<br>LGL:RE:IMMIGRATION                      | DENTONS DAVIS BROWN PC<br>5/20/21-5/27/21    | 908.00   |                    | 07/01/21           |
| 12             | 01/22 AP 07/01/21 0000000<br>LEGAL SERVICES-JULY'21                  | AHLERS AND COONEY, P.C.                      | 3,900.00 |                    | 07/01/21           |
| 12             | 01/22 AP 07/01/21 0000000<br>LEGAL SERVICES-JULY'21                  | SWISHER & COHRT, P.L.C.                      | 2,600.00 |                    | 07/01/21           |
|                | ACCOUNT TOTAL                                                        |                                              | 7,408.00 | <sub>5</sub> † 0 0 | 7,408.00           |
| 101-104        | 8-441.81-30 PROFESSIONAL SERVICES                                    | / LEGAL-CODE ENFORCEMENT                     |          |                    |                    |
| 12             | 01/22 AP 07/01/21 0000000<br>LEGAL SERVICES-JULY'21                  |                                              | 1,000.00 |                    | 07/01/21           |
|                | ACCOUNT TOTAL                                                        |                                              | 1,000.00 | .00                | 1,000.00           |
|                |                                                                      |                                              |          |                    |                    |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|-----------|
| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                      | DEBITS    | CREDITS          |           |
| FUND 101 GENERAL FUND                                                                                                                                                  |           |                  |           |
| 101-1048-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION 2122 12/21 AP 06/24/21 0000000 CPS-HUMAN RESOURCE SERVICES CIVIL SERVICE TESTING TEST DATE 6/9/21  | 440.00    |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 440.00    | . 00             | 440.00    |
| 101-1048-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 12 01/22 AP 07/01/21 0000000 IOWA STATE BAR ASSOCIATION MEMBERSHIP-ROGERS 7/1/21-6/30/22              | 300.00    |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 300.00    | . 00             | 300.00    |
| 101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS,<br>2053 12/21 AP 06/18/21 0000000 JORGENSEN PLAZA-WHS<br>BUS & IND AWARDS CATERING 06/03/21        | 3,926.00  |                  | 07/01/21  |
| PROJECT#: 014000 2053 12/21 AP 06/17/21 0000000 A MUSE IT CREATIVE STUDIOS BUS/IND AWARDS PHOTOGRAPH 8 PRINTS PROJECT#: 014000                                         | 190.00    |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 4,116.00  | <b>3</b> 00      | 4,116.00  |
| 101-1118-441.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT 2095 12/21 AP 06/24/21 0000000 GROW CEDAR VALLEY FY21 INCENTIVE PAYMENT 2ND 1/2 DEC'20-JUN'21      | 11,000.00 |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 11,000.00 | 00               | 11,000.00 |
| 101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT,<br>2095 12/21 AP 06/24/21 0000000 GROW CEDAR VALLEY<br>IEDA SITE CERTIFICATION CF INDUSTRIAL PARK | 500.00    |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 500.00    | <sub>2</sub> .00 | 500.00    |
| 101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 12                                                                                                    | 1,400.00  |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 1,400.00  | 200              | 1,400.00  |
| 101-1199-421.31-50 HUMAN DEVELOPMENT GRANTS / GRANTS - RECREATION 2048 12/21 AP 05/31/21 0000000 INCLUSION CONNECTION TOGETHER WE PLAY                                 | 900.00    |                  | 07/01/21  |
| ACCOUNT TOTAL                                                                                                                                                          | 900.00    | 00               | 900.00    |

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| CITY OF CEDAR FALLS                                                                                                                                                     |                   |                    |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|----------------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                    | DEBITS            | CREDITS            | CURRENT<br>BALANCE   |
| FUND 101 GENERAL FUND 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING 2095 12/21 AP 06/18/21 0000000 COURIER LEGAL COMMUNICATIONS 6/7/21 CC MTG.MINS/BILLS             | 477.64            |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 477.64            | .00                | 477.64               |
| 101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION 2095 12/21 AP 06/23/21 0000000 IOWA CIVIL RIGHTS COMMISSION PRESENTATION 6/14/21 COMPLAINT PROCEDURE | 100.00            |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 100.00            | 0.0                | 100.00               |
| 101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION<br>2095 12/21 AP 06/07/21 0000000 UNIV.OF IOWA HOSPITALS-CLINIC<br>BLS HEALTHCARE CARDS-10                      | 85.00             |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 85.00             | .00                | 85.00                |
| 101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST<br>12 01/22 AP 07/01/21 0000000 COPE MURPHY+CO LLP<br>LOBBYING FEE-JULY'21                                               | 4,500.00          |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 4,500.00          | ., 00              | 4,500.00             |
| 101-1199-441.89-11 MISCELLANEOUS SERVICES / LEAGUE DUES<br>12 01/22 AP 06/14/21 0000000 IOWA LEAGUE-CITIES<br>2021-2022 MEMBERSHIP DUES 7/1/21-6/30/22                  | 11,891.00         |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 11,891.00         | <sub>200</sub> 0 0 | 11,891.00            |
| 101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY<br>2095 12/21 AP 06/23/21 0000000 AWARDS, GIFTS & ENGRAVING<br>NAME BADGE MAGNET KELLY DUNN                     | 8.25              |                    | 07/01/21             |
| 12 01/22 AP 06/21/21 0000000 ASCAP<br>ANNUAL MUSIC LICENSE FEE                                                                                                          | 367.00            |                    | 07/01/21             |
| ACCOUNT TOTAL                                                                                                                                                           | 375.25            | .00                | 375.25               |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES 2053                                                                                                     | 2,828.21<br>95.00 |                    | 07/01/21<br>07/01/21 |
| CODE ENF.MOW-2012 VINE<br>2053 12/21 AP 06/16/21 0000000 PROFESSIONAL LAWN CARE, LLC                                                                                    | 585.00            |                    | 07/01/21             |

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| FUND 101 GENERAL FUND 101-2253-423-72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS 102-2253-423-72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS PIZZA 2012 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2026 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2027 2028 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2028 12/21 14 PO 6/29/21 0000000 PAPA JOHN'S PIZZA 2028 12/21 14 PO 6/2 | ROUP PO<br>NBR NBR | DED OD DATE MIME                      | ED DESCRIPTION     | DEBITS   | CREDITS | CURREI<br>BALAN |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------|--------------------|----------|---------|-----------------|
| 101-1253-423,72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS   12721 A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                       |                    |          | P       | OST DT          |
| 17/21 AP 06/29/21 000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | JND 101 G          | ENERAL FUND                           |                    |          |         |                 |
| CONCESSIONS PIZZA  1/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 101-2253-4         | 423.72-41 OPERATING SUPPLIES          |                    |          |         |                 |
| 12/21 AP 06/28/21 000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2112               |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/2         |
| CONCESSIONS PIZZA  1212 12 12/21 AP 06/28/21 0000000  PAPA JOHN'S PIZZA  2096 12/21 AP 06/28/21 0000000  PAPA JOHN'S PIZZA  2097 2098 2098 2098 2098 2098 2098 2098 2098                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                                       |                    |          |         | 05/05/5         |
| 12/21 AP 06/28/21 000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2112               |                                       | PAPA JOHN'S PIZZA  | 52.50    |         | 07/01/2         |
| CONCESSIONS PIZZA 12/21 AP 06/27/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/26/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/26/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2018 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA 2018 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 2028 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 2038 12/21 AP 06/19/21 0 | 2210               |                                       | DADA TOUNIS DIESA  | 37 50    |         | 07/01/2         |
| 12/21 AP 06/27/21 0000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2112               |                                       | PAPA JOHN'S PIZZA  | 37.30    |         | 07/01/2         |
| PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/27/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/27/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/26/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/25/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/25/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/25/21 0000000 PALLS CONCESSION PIZZA 2096 1,2/21 AD 06/24/21 0000000 PALLS CONCESSION PIZZA 2048 1,2/21 AD 06/24/21 0000000 PALLS CONCESSION STRATS 2048 1,2/21 AD 06/24/21 0000000 PALLS CONCESSIONS TREATS 2048 1,2/21 AD 06/24/21 0000000 PALLS CONCESSIONS PIZZA 2050 PALLS CONCESSIONS PIZZA 2060 1,2/21 AD 06/24/21 0000000 PALLS CONCESSIONS PIZZA 2070 PALLS CONCESSION | 2096               |                                       | PAPA JOHN'S PIZZA  | 37.50    |         | 07/01/2         |
| PALLS CONCESSION PIZZA 2096 12/21 AP 06/27/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/27/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2098 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2048 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2050 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2060 12/21 AP  | 2000               |                                       |                    | 37.30    |         | 0.,0=,=         |
| PALÉS CONCESSION PIZZA 1/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 2096 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2008 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2008 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 2009 PAPA JO | 2096               |                                       | PAPA JOHN'S PIZZA  | 30.00    |         | 07/01/2         |
| FALLS CONCESSION PIZZA 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 22.50 PALLS CONCESSION PIZZA 22.50 PAPA JOHN'S PIZZA 22.50 PALLS CONCESSION STREATS 22.50 PAPA JOHN'S PIZZA 23.50 PAPA JOHN'S PIZZA 24.50 PAPA JOHN'S PIZZA 25.50 PAPA JOHN'S PIZZA 26.50 PAPA JOHN'S PIZZA 26.60 P |                    |                                       |                    |          |         |                 |
| 12/21 AP 06/26/21 0000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2096               |                                       | PAPA JOHN'S PIZZA  | 37.50    |         | 07/01/2         |
| FALLS CONCESSION PIZZA 22.50 12/21 AP 06/25/21 0000000 PAPA JOHN'S PIZZA 22.50 PALLS CONCESSION PIZZA PAPA 06/25/21 0000000 PALLS CONCESSION PIZZA PALLS CONCESSION PIZZA 22.50 PALLS CONCESSION PIZZA PALLS CONCESSION STREATS PALLS CONCESSIONS STREATS PALLS CONCESSIONS SODA 12/21 AP 06/24/21 0000000 PALLS CONCESSIONS PIZZA 12/21 AP 06/23/21 0000000 PALLS CONCESSIONS PIZZA 12/21 AP 06/22/21 0000000 PARLS CONCESSIONS PIZZA 12/21 AP 06/22/21 0000000 PARLS CONCESSIONS PIZZA 12/21 AP 06/22/21 0000000 PARLS CONCESSIONS PIZZA 12/21 AP 06/21/21 0000000 PARLS CONCESSION PIZZA 12/21 AP 06/19/21 0000000 PARLS CON |                    | FALLS CONCESSION PIZZA                |                    |          |         |                 |
| 12/21 AP 06/25/21 0000000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2096               | 12/21 AP 06/26/21 0000000             | PAPA JOHN'S PIZZA  | 22.50    |         | 07/01/2         |
| FALLS CONCESSION PIZZA   22.50   PAPA JOHN'S PIZZA   23.50   PAPA JOHN'S PIZZA   25.50   PAPA JOHN'S PIZZA   25.   |                    |                                       |                    |          |         |                 |
| 12/21 AP 06/25/21 0000000   PAPA JOHN'S PIZZA   1,303.32   PALLS CONCESSION PIZZA   1,303.32   PALLS CONCESSIONS TREATS   1,212 AP 06/24/21 0000000   PAPA JOHN'S PIZZA   1,303.32   PAPA JOHN'S PIZZA   1,313.62   PAPA JOHN'S PIZZA   1,313.62   PAPA JOHN'S PIZZA   1,313.62   PAPA JOHN'S PIZZA   PAPA JOHN'S PIZZA   1,313.62   PAPA JOHN'S PIZZA      | 2096               | · · · · · · · · · · · · · · · · · · · | PAPA JOHN'S PIZZA  | 22.50    |         | 07/01/2         |
| PALLS CONCESSION PIZZA 12/21 AP 06/24/21 0000000 DIPPIN' DOTS, LLC 1,303.32 PALLS CONCESSIONS TREATS PALLS CONCESSIONS TREATS PALLS CONCESSIONS SODA 2048 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA 67.50 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 37.50 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSIONS PIZZA 2048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PALLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PARLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 PARLS CONCESSION PIZZA 2048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                   |                    |                                       | DADA TOUNIG DIGGS  | 00.50    |         | 07/01/          |
| 12/21 AP 06/24/21 0000000   DIPPIN' DOTS, LLC   1,303.32     FALLS CONCESSIONS TREATS   S11.67     FALLS CONCESSIONS SDDA   12/21 AP 06/24/21 0000000   FAPA JOHN'S PIZZA   45.00     FALLS CONCESSIONS PIZZA   67.50     FALS CONCESSIONS PIZZA   67.50     FALS CONCESSIONS PIZZA   67   | 2096               | · · · · · · · · · · · · · · · · · · · | PAPA JOHN'S PIZZA  | 22.50    |         | 07/01/2         |
| FALLS CONCESSIONS TREATS  1048 12/21 AP 06/24/21 0000000 ATLANTIC COCA-COLA 811.67  FALLS CONCESSIONS SODA  1048 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  1056 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  1068 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  1076 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  1076 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  1076 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  1077 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  1078 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  1078 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  1078 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  1079 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  1070 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  1070 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  1070 12/21 AP 06/20/21 0000000 PAPA JO | 0.40               |                                       | DIDDINI DOMO IIC   | 1 202 27 |         | 07/01/:         |
| 12/21 AP 06/24/21 0000000 ATLANTIC COCA-COLA 811.67 FALLS CONCESSIONS SODA  8 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  096 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  097 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA  098 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  098 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  098 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  099 FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  049 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  050 FALLS CONCESSIONS PIZZA  060 FALLS CONCESSIONS PIZZA  070 FALLS CONCESSIONS PIZZA  071 PAPA JOHN'S PIZZA  072 PAPA JOHN'S PIZZA  073 PAPA JOHN'S PIZZA  074 PAPA JOHN'S PIZZA  075 PALLS CONCESSIONS PIZZA  076 PALLS CONCESSIONS PIZZA  077 PAPA JOHN'S PIZZA  078 PAPA JOHN'S PIZZA  079 PAPA JOHN'S PIZZA  079 PAPA JOHN'S PIZZA  070 PAPA JOHN'S PIZZA  071 PAPA JOHN'S PIZZA  071 PAPA JOHN'S PIZZA  072 PAPA JOHN'S PIZZA  073 PAPA JOHN'S PIZZA  074 PAPA JOHN'S PIZZA  075 PALLS CONCESSION PIZZA  075 PALLS CONCESSION PIZZA  076 PALLS CONCESSION PIZZA  077 PAPA JOHN'S PIZZA  078 PAPA JOHN'S PIZZA  079 P | 048                |                                       | DIPPIN' DOIS, ELC  | 1,303.32 |         | 0 / / 0 1 /     |
| FALLS CONCESSIONS SODA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 040                |                                       | ATLANTIC COCA-COLA | 911 67   |         | 07/01/          |
| 048 12/21 AP 06/24/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 67.50  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 37.50  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 37.50  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  056 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  068 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  068 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  068 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  068 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  069 PAPA JOHN'S PIZZA 45.00  060 PAPA JOHN'S PIZZA 45.00  070 PAPA JOHN'S PIZZA 45.0 | 040                |                                       | ATDAMTIC COCA-CODA | 011.07   |         | 01/01/          |
| PALLS CONCESSIONS PIZZA  096                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/2         |
| 12/21 AP 06/24/21 0000000   MYERS-COX COMPANY   1,313.62                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                       |                    |          |         | ,               |
| 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 67.50  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 37.50  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  096 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  REFUND BLEACH RETURN  048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 096                |                                       | MYERS-COX COMPANY  | 1,313.62 |         | 07/01/:         |
| FALLS CONCESSIONS PIZZA  048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    | CONCESSION CANDY, SNACKS              |                    |          |         |                 |
| 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  77.50 FALLS CONCESSIONS PIZZA  048 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  050 FALLS CONCESSIONS PIZZA  070 FALLS CONCESSIONS PIZZA  071 PAPA JOHN'S PIZZA  072 PAPA JOHN'S PIZZA  073 PAPA JOHN'S PIZZA  074 PAPA JOHN'S PIZZA  075 PALS CONCESSIONS PIZZA  076 PALS CONCESSIONS PIZZA  077 PALS CONCESSIONS PIZZA  078 PALS CONCESSIONS PIZZA  079 PAPA JOHN'S PIZZA  079 PALS CONCESSION PIZZA  079 PAPA JOHN'S PIZZA  079 PALS CONCESSION PIZZA  079 PAPA JOHN'S PIZZA  079 PAPA  | 048                | 12/21 AP 06/23/21 0000000             | PAPA JOHN'S PIZZA  | 67.50    |         | 07/01/          |
| FALLS CONCESSIONS PIZZA  048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                                       |                    |          |         |                 |
| 12/21 AP 06/23/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSIONS PIZZA 048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSIONS PIZZA 048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSIONS PIZZA 096 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00 REFUND BLEACH RETURN 048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSIONS PIZZA 048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 048                |                                       | PAPA JOHN'S PIZZA  | 37.50    |         | 07/01/          |
| FALLS CONCESSIONS PIZZA  048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                                       |                    |          |         |                 |
| 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA  096 12/21 AP 06/22/21 0000000 MYERS-COX COMPANY 9.81  REFUND BLEACH RETURN  048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/          |
| FALLS CONCESSIONS PIZZA  048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |                                       |                    | 45.00    |         | 05/01/          |
| 048 12/21 AP 06/22/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  096 12/21 AP 06/22/21 0000000 MYERS-COX COMPANY 9.81  REFUND BLEACH RETURN  048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/          |
| FALLS CONCESSIONS PIZZA  096 12/21 AP 06/22/21 0000000 MYERS-COX COMPANY 9.81  REFUND BLEACH RETURN  048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 040                |                                       | DADA TOUNIC DIZZA  | 45.00    |         | 07/01/          |
| 096 12/21 AP 06/22/21 0000000 MYERS-COX COMPANY 9.81  REFUND BLEACH RETURN  048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 048                |                                       | PAPA JOHN'S PIZZA  | 43.00    |         | 07/01/          |
| REFUND BLEACH RETURN  048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 096                |                                       | MYERS-COX COMPANY  |          | 9 81    | 07/01/2         |
| 048 12/21 AP 06/21/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSIONS PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 090                |                                       | FIERD CON CONTANT  |          | 3.01    | 0,7017          |
| FALLS CONCESSIONS PIZZA  048 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00  FALLS CONCESSION PIZZA  048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/          |
| 12/21 AP 06/20/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                       |                    |          |         | ,               |
| 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00 FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/:         |
| FALLS CONCESSION PIZZA 048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                                       |                    |          |         |                 |
| 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00<br>FALLS CONCESSION PIZZA<br>048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 048                | 12/21 AP 06/19/21 0000000             | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/2         |
| FALLS CONCESSION PIZZA 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    | FALLS CONCESSION PIZZA                |                    |          |         |                 |
| 048 12/21 AP 06/19/21 0000000 PAPA JOHN'S PIZZA 45.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                       |                    |          |         | / /             |
| FALLS CONCESSION PIZZA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 048                |                                       | PAPA JOHN'S PIZZA  | 45.00    |         | 07/01/2         |
| 048 12/21 AP 06/18/21 0000000 PAPA JOHN'S PIZZA 67.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                       | DID TOWN           | 40.00    |         | 07/01/2         |

ACCOUNT ACTIVITY LISTING PREPARED 07/01/2021, 11:56:29

PROGRAM GM360L CITY OF CEDAR FALLS

PAGE 6 ACCOUNTING PERIOD 12/2021

| GROUP PO          |                                                                                     | DESCRIPTION                                            | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|-------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------|-----------|---------|-------------------------------|
|                   | GENERAL FUND                                                                        | THE FALLS CONCESSIONS                                  | gontinued |         |                               |
| 101-2253          | FALLS CONCESSION PIZZA                                                              | THE FALLS CONCESSIONS                                  | Concinded |         |                               |
| 2048              | 12/21 AP 06/18/21 0000000<br>FALLS CONCESSION PIZZA                                 | PAPA JOHN'S PIZZA                                      | 37.50     |         | 07/01/21                      |
| 2048              | 12/21 AP 06/18/21 0000000<br>FALLS CONCESSION PIZZA                                 | PAPA JOHN'S PIZZA                                      | 22.50     |         | 07/01/21                      |
| 2048              | 12/21 AP 06/18/21 0000000<br>FALLS CONCESSIONS PIZZA                                | PAPA JOHN'S PIZZA                                      | 22.50     |         | 07/01/21                      |
| 2048              | 12/21 AP 06/17/21 0000000<br>FALLS CONCESSION PIZZA                                 | PAPA JOHN'S PIZZA                                      | 67.50     |         | 07/01/21                      |
| 2048              | 12/21 AP 06/17/21 0000000 FALLS CONCESSION PIZZA                                    | PAPA JOHN'S PIZZA                                      | 45.00     |         | 07/01/21                      |
| 2048              | 12/21 AP 06/17/21 0000000                                                           | ATLANTIC COCA-COLA                                     | 426.57    |         | 07/01/21                      |
| 2048              | FALLS CONCESSION SODA<br>12/21 AP 06/17/21 0000000                                  | MYERS-COX COMPANY                                      | 1,869.93  |         | 07/01/21                      |
| 2048              | FALLS CONCESSION SNACKS<br>12/21 AP 06/16/21 0000000                                | PAPA JOHN'S PIZZA                                      | 67.50     |         | 07/01/21                      |
| 2048              | FALLS CONCESSION PIZZA<br>12/21 AP 06/16/21 0000000                                 | PAPA JOHN'S PIZZA                                      | 45.00     |         | 07/01/21                      |
| 2048              | FALLS CONCESSION PIZZA<br>12/21 AP 06/16/21 0000000                                 | PAPA JOHN'S PIZZA                                      | 52.50     |         | 07/01/21                      |
| 2048              | FALLS CONCESSION PIZZA<br>12/21 AP 06/15/21 0000000                                 | PAPA JOHN'S PIZZA                                      | 45.00     |         | 07/01/21                      |
| 2048              | FALLS CONCESSION PIZZA<br>12/21 AP 06/15/21 0000000                                 | PAPA JOHN'S PIZZA                                      | 45.00     |         | 07/01/21                      |
| 2048              | FALLS CONCESSION PIZZA<br>12/21 AP 06/04/21 0000000                                 | PAPA JOHN'S PIZZA                                      | 45.00     |         | 07/01/21                      |
| 2048              | FALLS CONCESSIONS PIZZA 12/21 AP 06/01/21 0000000 FALLS CONCESSIONS PIZZA           | PAPA JOHN'S PIZZA                                      | 22.50     |         | 07/01/21                      |
|                   | ACCOUNT TOTAL                                                                       |                                                        | 7,127.61  | 9.81    | 7,117.80                      |
| 101-2253          | -423:73-17 OTHER SUPPLIES / THE                                                     | FALLS POOL CHEMICALS                                   |           |         |                               |
| 2112              |                                                                                     | CARRICO AQUATIC RESOURCES INC                          | 296.03    |         | 07/01/21                      |
| 2048              | 12/21 AP 06/21/21 0000000<br>POOL CHEMICALS CHLORINE                                | ACCO UNLIMITED CORPORATION                             | 1,585.97  |         | 07/01/21                      |
|                   | ACCOUNT TOTAL                                                                       |                                                        | 1,882.00  | ⊗ 00    | 1,882.00                      |
| 101-2253-<br>2048 | -423.81-01 PROFESSIONAL SERVICE:<br>12/21 AP 06/22/21 0000000<br>REC LEAGUE UMPIRES | F / PROFESSIONAL SERVICES WATERLOO-C.F. UMPIRES ASSOC, | 3,058.00  |         | 07/01/21                      |
|                   | ACCOUNT TOTAL                                                                       |                                                        | 3,058.00  | .00     | 3,058.00                      |

PAGE 7 PREPARED 07/01/2021, 11:56:29 ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 12/2021

PROGRAM GM360L CITY OF CEDAR FALLS

|                                                                           | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DEBITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CREDITS                                                                                       | CURRENT<br>BALANCE<br>POST DT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ENERAL FUND                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 12/21 AP 04/14/21 0137053                                                 | US BANK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15.88                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 03/22/21 0136730                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 03/08/21 0136601                                                 | CITY LAUNDERING CO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 02/22/21 0136601                                                 | CITY LAUNDERING CO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <del>-</del>                                                              | CITY LAUNDERING CO:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ACCOUNT TOTAL                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 135.88                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | s∓ 0.0                                                                                        | 135.88                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1 150 64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| POOL MAINT                                                                | ~                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                               | , ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12/21 AP 06/28/21 0000000<br>UV REPAIR                                    | CARRICO AQUATIC RESOURCES INC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,135.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 06/23/21 0000000<br>RESTOCK FIRST AID CABINET                    | CINTAS FIRST AID & SAFETY<br>FALLS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 52.49                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 06/23/21 0000000<br>STENNER PUMP PARTS                           | CARRICO AQUATIC RESOURCES INC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 542.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 06/21/21 0000000<br>PLANT BED MAINT                              | ROYALTURF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1,197.50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 06/15/21 0000000<br>REMOV DEAD PLANT/REPLANT                     | ROYALTURF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1,539.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ACCOUNT TOTAL                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5,625.73                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.0                                                                                           | 5,625.73                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 29,414.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ACCOUNT TOTAL                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 29,414.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 00                                                                                            | 29,414.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 589.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                               | 07/01/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| ACCOUNT TOTAL                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 589.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 00                                                                                            | 589.33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 319 85                                                                                        | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12/21 AP 01/13/21 0136632<br>VOID-CHECK LOST<br>12/21 AP 01/07/21 0136632 | GRAPHIC NOVELS FOR GIFT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 114.87                                                                                        | 06/29/21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                           | ENERAL FUND  423.86-30 REPAIR & MAINTENANCE   12/21 AP 04/14/21 0137053   WAL-MART #0753   12/21 AP 03/08/21 0136730   MATS   12/21 AP 03/08/21 0136601   MATS   12/21 AP 02/22/21 0136601   MATS   12/21 AP 02/08/21 0136601   MATS   12/21 AP 02/08/21 0136601   MATS   12/21 AP 06/30/21 0000000   MATS   12/21 AP 06/30/21 0000000   DOOL MAINT   12/21 AP 06/28/21 0000000   UV REPAIR   12/21 AP 06/23/21 0000000   WESTOCK FIRST AID CABINET   12/21 AP 06/23/21 0000000   STENNER PUMP PARTS   12/21 AP 06/21/21 0000000   PLANT BED MAINT   12/21 AP 06/15/21 0000000   PLANT BED MAINT   12/21 AP 06/15/21 0000000   REMOV DEAD PLANT/REPLANT   ACCOUNT TOTAL    423.89-06 MISCELLANEOUS SERVICES   12/21 AP 06/18/21 0000000   POOL USE 2020-2021   ACCOUNT TOTAL    423.72-70 OPERATING SUPPLIES / G 12/21 AP 03/11/21 0000000   CLAY, GLAZE, STAIN, TOOLS   ACCOUNT TOTAL    423.72-72 OPERATING SUPPLIES / F 12/21 AP 01/13/21 0136632   VOID-CHECK LOST | ENERAL FUND  423.86-30 RBPAIR & MAINTENANCE / MAINTENANCE & UPKEEP  12/21 AP 04/14/21 0137053 SPRAY PAINT, WOOD STAIN  12/21 AP 03/22/21 0136730 CITY LAUNDERING CO.  MATS  12/21 AP 02/08/21 0136601 CITY LAUNDERING CO.  MATS  12/21 AP 02/08/21 0136601 CITY LAUNDERING CO.  MATS  12/21 AP 02/08/21 0136601 CITY LAUNDERING CO.  MATS  12/21 AP 06/08/21 0136601 CITY LAUNDERING CO.  MATS  12/21 AP 06/08/21 0136601 CITY LAUNDERING CO.  MATS  12/21 AP 06/30/21 000000 CITY LAUNDERING CO.  MATS  12/21 AP 06/28/21 000000 CARRICO AQUATIC RESOURCES INC  POOL MAINT  12/21 AP 06/23/21 000000 CARRICO AQUATIC RESOURCES INC  UN REPAIR  12/21 AP 06/23/21 0000000 CARRICO AQUATIC RESOURCES INC  STENNER PUMP PARTS  12/21 AP 06/23/21 0000000 ROYALTURF  12/21 AP 06/15/21 0000000 ROYALTURF  ACCOUNT TOTAL  423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS  12/21 AP 06/18/21 0000000 CEDAR FALLS COMMUNITY SCHOOLS  POOL USE 2020-2021  ACCOUNT TOTAL  423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES  12/21 AP 03/11/21 0000000 CLAY, GLAZE, STAIN, TOOLS  ACCOUNT TOTAL  423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE  12/21 AP 03/13/21 0136632 ICE CUBE PRESS  OUTD-CHECK LOST  GRAPHIC NOVELS FOR GIFT | EMERAL FUND  423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP  12/21 AP 04/14/21 0137053 | ENERAL FUND 423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP 12/21 AP 04/14/21 0137053 WAL-MART 80753 WAL- |

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| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                       | DEBITS                         | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------|-------------------------------|
| FUND 101 GENERAL FUND 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESA VOID-CHECK LOST FTRS BOOKS                                                                 | ALE continued<br>FOR GIFT SHOP |         |                               |
| ACCOUNT TOTAL                                                                                                                                                              | v 0 0                          | 434.72  | 434.72-                       |
| 101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER 2083 12/21 AP 06/14/21 0000000 O'DONNELL ACE HA SOAP, SANDPAPER                                                  |                                |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                              | 15.37                          | . 00    | 15.37                         |
| 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL S<br>2083 12/21 AP 06/24/21 0000000 ALEMAO & ASSOCIA<br>LIVES WELL LIVED PROGRAM HONORARIUM,                       | ATES 250.00                    |         | 07/01/21                      |
| 9 01/22 AP 06/24/21 0000000 AGEE, KAREN WEAVING DEMONSTRATION ARTISANS IN 9 01/22 AP 06/21/21 0000000 DRILLING, MARIE                                                      |                                |         | 07/01/21<br>07/01/21          |
| CONCERT PERFORMANCE ON JULY 15 9 01/22 AP 06/16/21 0000000 JONES, ACE CONCERT PERFORMANCE ON JULY 8                                                                        | 300.00                         |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                              | 950.00                         | .00     | 950,00                        |
| 101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS 2083                                                                                                                 |                                |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                              | 65.00                          | 400     | 65.00                         |
| 101-2280-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTE<br>2083 12/21 AP 06/22/21 0000000 IA.DIV.LABOR-BOI<br>ELEVATOR OPERATING PERMIT FEE 2021 PE                      | ELER/ELEVATOR 75.00            |         | 07/01/21                      |
| 2083 12/21 AP 06/16/21 0000000 CORY'S PAINTING,<br>CLEAN, SAND, PRIME & PAINT MEMORIAL BE                                                                                  |                                |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                              | 475.00                         | 0.0     | 475.00                        |
| 101-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTE 2083 12/21 AP 06/24/21 0000000 BENEDICT, JIM HONORARIUM-RIVER PLAZA PUBLIC ART                                   | 1,000.00<br>PROJECT            |         | 07/01/21                      |
| 2083 12/21 AP 06/17/21 0000000 KAREN'S PRINT-RI<br>EXTRA POSTCARDS FOR PAC FENCE ROADW<br>2083 12/21 AP 06/15/21 0000000 KAREN'S PRINT-RI<br>POSTCARDS FOR PAC FENCE ROADW | JAY EVENT TE 103.00            |         | 07/01/21<br>07/01/21          |
| ACCOUNT TOTAL                                                                                                                                                              | 1,126.60                       | .00     | 1,126.60                      |

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...... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 101 GENERAL FUND 101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM 01/22 AP 06/11/21 0000000 KNAPP, MICHAEL 07/01/21 500.00 CONCERT PERFORMANCE ON JULY 18 500.00 . 00 500.00 ACCOUNT TOTAL 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY 12/21 AP 06/28/21 0000000 CITY LAUNDERING CO. 21.00 07/01/21 2090 TOWELS; MATS-PSS BUILDING 12/21 AP 06/14/21 0000000 CITY LAUNDERING CO. 07/01/21 2090 3.00 TOWELS-STATION #1 12/21 AP 05/17/21 0000000 CITY LAUNDERING CO. 3.00 07/01/21 2090 TOWELS-STATION #1 ACCOUNT TOTAL 27.00 .00 27.00 101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR 07/01/21 12/21 AP 06/16/21 0000000 SANDRY FIRE SUPPLY, L.L.C. 580.74 INTAKE VALVE REPAIR-503 580.74 .00 580.74 ACCOUNT TOTAL 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 01/22 AP 06/02/21 0000000 NATIONAL FIRE PROTECTION ASSO 07/01/21 13 1,520,50 MEMB.RENEWAL-ALL ACCESS THRU 07/24/22 1,520.50 - 00 1,520.50 ACCOUNT TOTAL 101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE 12/21 AP 06/16/21 0000000 FEDERAL EXPRESS 07/01/21 2090 17.69 SHIP TO PK SAFETY SUPPLY 4-GAS METERS FOR REPAIRS . 00 17.69 17.69 ACCOUNT TOTAL 101-4511-414.81-46 PROFESSIONAL SERVICES / EMERGENCY MANAGEMENT 01/22 AP 06/11/21 0000000 BLACK HAWK CO.EMERGENCY MGMT. 53,424.93 07/01/21 13 FY22 EMA OPERATING BUDGET ACCOUNT TOTAL 53,424.93 . 00 53,424.93 101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH 14 01/22 AP 06/28/21 0000000 BLACK HAWK CO.AUDITOR 37,557.63 07/01/21 FY22 Q1 CONSOLIDATED COMM ACCOUNT TOTAL 37,557.63 .00 37,557.63

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GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER, CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 108.00 07/01/21 12/21 AP 06/18/21 0000000 COVER-ALL EMBROIDERY, INC. HATS-INVENTORY 12/21 AP 05/11/21 0000000 WERTJES UNIFORMS 07/01/21 2090 141.00 UNIFORM ALLOWANCE-BOOTS MATT KRUEGER 206.00 07/01/21 2090 12/21 AP 04/21/21 0000000 WERTJES UNIFORMS UNIF.ALLOW.-BOOTS; PANTS KURT SCHREIBER 78.00 06/29/21 2104 12/21 AP 02/09/21 0136508 COVER-ALL EMBROIDERY, INC. VOID-CHECK LOST EMBROIDER POLOS/JACKETS 377.00 455.00 78.00 ACCOUNT TOTAL 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 21.00 07/01/21 12/21 AP 06/28/21 0000000 CITY LAUNDERING CO.= TOWELS; MATS-PSS BUILDING 2091 12/21 AP 06/16/21 0000000 RAY MOUNT WRECKER SERVICE, IN 125.00 07/01/21 TOW STOLEN CHRYSLER-CFPD IMPOUND-#21-046629 07/01/21 12/21 AP 05/18/21 0000000 VARSITY CLEAN-CF 12.55 2091 CLEAN PRISONER BLANKET 158.55 ...00 158.55 ACCOUNT TOTAL 101-5521-415.72-19 OPERATING SUPPLIES / PRINTING 12/21 AP 06/25/21 0000000 PARKADE PRINTER, INC. 07/01/21 303.71 2091 NO PARKING SIGN PAPER 12/21 AP 04/13/21 0000000 PARKADE PRINTER, INC. 265.85 07/01/21 2091 POLICE OVERTIME FORMS 569.56 . 00 569.56 ACCOUNT TOTAL 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 12/21 AP 06/03/21 0000000 WERTJES UNIFORMS 22.50 07/01/21 2091 SAFETY VEST JEFF OLSON WERTJES UNIFORMS 127.99 07/01/21 2091 12/21 AP 05/17/21 0000000 OPT.EQUIP.-FLASHLIGHT SAM SHAFER 12/21 AP 05/17/21 0000000 WERTJES UNIFORMS 9.95 07/01/21 2091 OPT.EQUIPMENT-CUFF KEY SAM SHAFER MIDWEST DEFENSE SOLUTIONS, LL 275.00 07/01/21 2091 12/21 AP 10/23/20 0000000 2 STREAMLIGHT FLASHLIGHTS ROSS/BAUMGARTNER 435.44 ...00 435,44 ACCOUNT TOTAL 101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM 12/21 AP 06/11/21 0000000 WERTJES UNIFORMS 30.00 07/01/21 2091 OPT.EOUIPMENT-KNIFE DAN JAEGER 07/01/21 12/21 AP 06/09/21 0000000 WERTJES UNIFORMS 108.00 2091

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|                  | EDAR FALLS                                                                                         |                                              |           |         |                               |
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| GROUP PO         | O ACCTGTRANSACTION<br>R PER. CD DATE NUMBER I                                                      | DESCRIPTION                                  | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|                  |                                                                                                    |                                              |           |         | 1001 11                       |
|                  | GENERAL FUND<br>-415.72-33 OPERATING SUPPLIES / POLI<br>UNIF.ALLOWSWEATER;PATCH                    |                                              | continued |         |                               |
|                  | ACCOUNT TOTAL                                                                                      |                                              | 138.00    | 200     | 138.00                        |
| 101-5521<br>2091 | -415.81-01 PROFESSIONAL SERVICES / R<br>12/21 AP 06/10/21 0000000 DOI<br>PRE-EMPLOYMENT POLYGRAPHS |                                              | 300.00    |         | 07/01/21                      |
|                  | ACCOUNT TOTAL                                                                                      |                                              | 300.00    | a 00    | 300.00                        |
| 101-5521<br>2122 | -415.81-58 PROFESSIONAL SERVICES / W<br>12/21 AP 06/02/21 0000000 SWI<br>LGL:TRAFFIC CASES         |                                              | 141.70    |         | 07/01/21                      |
|                  | ACCOUNT TOTAL                                                                                      |                                              | 141.70    | > 00    | 141.70                        |
| 101-5521         | -415.81-71 PROFESSIONAL SERVICES / C<br>01/22 AP 06/28/21 0000000 BLP<br>FY22 Q1 CONSOLIDATED COMM | CONSOLIDATED DISPATCH<br>ACK HAWK CO.AUDITOR | 76,253.37 |         | 07/01/21                      |
|                  | ACCOUNT TOTAL                                                                                      |                                              | 76,253.37 | , 00    | 76,253.37                     |
| 101-5521         | -415.83-06 TRANSPORTATION&EDUCATION                                                                | / EDUCATION                                  |           |         |                               |
| 2091             |                                                                                                    | IV.OF IOWA HOSPITALS-CLINIC                  | 161.50    |         | 07/01/21                      |
| 14               | BHCO TRAINING RANGE FEE                                                                            | ACK HAWK CO.SHERIFF<br>07/01/21-06/30/22     | 500.00    |         | 07/01/21                      |
| 14               |                                                                                                    | IPERCRAFT, INC.<br>ST.CLOUD, MN              | 645.00    |         | 07/01/21                      |
|                  | ACCOUNT TOTAL                                                                                      |                                              | 1,306.50  |         | 1,306.50                      |
| 101-5521         | -415.89-40 MISCELLANEOUS SERVICES /                                                                | UNIFORM ALLOWANCE                            |           |         |                               |
| 2091             |                                                                                                    | RTJES UNIFORMS<br>KALEB BRUGGEMAN            | 126.95    |         | 07/01/21                      |
| 2091             | 12/21 AP 06/15/21 0000000 WER<br>UNIF.ALLOWSHOES; POLOS                                            | RTJES UNIFORMS<br>KALEB BRUGGEMAN            | 157.99    |         | 07/01/21                      |
| 2091             | 12/21 AP 06/15/21 0000000 WER<br>UNIFORM ALLOWANCE-BOOTS                                           | RTJES UNIFORMS<br>TYLER PUTNEY               | 120.00    |         | 07/01/21                      |
| 2091             | UNIF.ALLOWPANTS; BELT                                                                              | RTJES UNIFORMS<br>JAVIER MERCADO             | 194.00    |         | 07/01/21                      |
| 2091             | UNIF.ALLOWPANTS; SHORTS                                                                            | RTJES UNIFORMS<br>KELLI YATES                | 186.00    |         | 07/01/21                      |
| 2091             | 12/21 AP 06/10/21 0000000 WER                                                                      | RTJES UNIFORMS                               | 152.98    |         | 07/01/21                      |

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GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 101 GENERAL FUND 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE continued UNIF.ALLOW.-POLOS; SOCKS+ JOHN KRAMER 07/01/21 12/21 AP 06/08/21 0000000 WERTJES UNIFORMS 286.50 2091 UNIF.ALLOW. - POLOS; PANTS+ ADAM HANCOCK 12/21 AP 06/08/21 0000000 WERTJES UNIFORMS 265.98 07/01/21 2091 GAVIN CARMAN UNIF.ALLOW.-PANTS; POLOS 145.97 07/01/21 12/21 AP 06/08/21 0000000 WERTJES UNIFORMS 2091 UNIFORM ALLOWANCE-POLOS HANNAH HOFFA WERTJES UNIFORMS 209.40 07/01/21 2091 12/21 AP 06/07/21 0000000 UNIF.ALLOW.-POLOS;GLOVES+ KEVIN HERNANDEZ 07/01/21 2091 12/21 AP 06/07/21 0000000 WERTJES UNIFORMS 196.48 UNIF.ALLOW.-PANTS; SHIRT+ KARI REA 95.98 07/01/21 12/21 AP 06/01/21 0000000 WERTJES UNIFORMS 2091 UNIFORM ALLOWANCE-POLOS TRYSTAN ADELMUND 07/01/21 90.94 2091 12/21 AP 05/20/21 0000000 WERTJES UNIFORMS UNIF.ALLOW.-GLOVES; POLO JOHN KRAMER 07/01/21 12/21 AP 05/17/21 0000000 WERTJES UNIFORMS 199.00 2091 UNIF ALLOW . - PANTS ; SOCKS SAM SHAFER 279.49 07/01/21 12/21 AP 05/11/21 0000000 WERTITES UNIFORMS 2091 UNIF.ALLOW.-PANTS; SHOES+ MATT KRUEGER 2,707.66 .00 2,707,66 ACCOUNT TOTAL 101-5521-415.93-01 EQUIPMENT / EQUIPMENT 07/01/21 2091 12/21 AP 06/15/21 0000000 STREICHER'S INC. 855.00 CHEMICAL MUNITIONS PO# 56562 .00 ACCOUNT TOTAL 855.00 855.00 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 07/01/21 12/21 AP 06/17/21 0000000 DIAMOND VOGEL PAINT \* #52 51.24 PAINT-CEMETERY 12/21 AP 06/01/21 0000000 OLESON SOD COMPANY 11.50 07/01/21 2056 CEMETERY SOD 530.75 07/01/21 NAPA AUTO PARTS 2084 12/21 AP 05/31/21 0000000 PARTS & EXPENSES MAY'21 07/01/21 12/21 AP 05/27/21 0000000 STOKES WELDING 182.80 2056 CEMETERY STRING TRIMMERS STOKES WELDING 173.70 07/01/21 2056 12/21 AP 05/20/21 0000000 CEMETERY GLOVES ACCOUNT TOTAL 949.99 -00 949.99 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 12/21 AP 06/17/21 0000000 MARTIN BROS.DISTRIBUTING 283.31 07/01/21 2102 SOAP, TOWELS, TISSUES, LINER URINAL SCREENS PROJECT#: 062501

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| ROUP PO<br>NBR NBR | ACCTGTRANSACTION PER. CD DATE NUMBER        | DESCRIPTION                                 | DEBITS    | CREDITS BALA |
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|                    |                                             |                                             |           |              |
| UND 101 GE         | NERAL FUND                                  | OPERATING SUPPLIES MARTIN BROS.DISTRIBUTING | continued |              |
| 2102-6616-4        | 12/21 AP 06/17/21 0000000                   | MARTIN BROS DISTRIBUTING                    | 99.30     | 07/01        |
| 2102               | SOAP, TOWELS, TISSUES, LINER                | URINAL SCREENS                              |           |              |
| PROJECT#:          | 062505                                      |                                             |           |              |
| 2102               | 12/21 AP 06/17/21 0000000                   | MARTIN BROS.DISTRIBUTING                    | 51.87     | 07/01        |
|                    | SOAP, TOWELS, TISSUES, LINER                |                                             |           |              |
|                    | 062506                                      |                                             |           | 05/03        |
| 2102               | 12/21 AP 06/15/21 0000000                   | JOHNSTONE SUPPLY OF WATERLOO                | 64.68     | 07/01        |
|                    | HVAC FILTERS                                |                                             |           |              |
|                    | 062511                                      | WENTER GERLE TILLS                          | 3.98      | 07/01        |
| 2102               | 12/21 AP 06/15/21 0000000                   | MENARDS-CEDAR FALLS                         | 3.90      | 07/01        |
| DDG TEGEN          | MASONRY CLEANER                             |                                             |           |              |
| 2073               | 062503<br>12/21 AP 06/14/21 0000000         | JOHNSTONE SUPPLY OF WATERLOO                | 56.76     | 07/01        |
| 2073               | HVAC FILTERS                                | DOINGTONE DOITED OF MILEREOS                |           |              |
| PROJECT# ·         | 062506                                      |                                             |           |              |
| 2073               | 12/21 AP 06/14/21 0000000                   | O'DONNELL ACE HARDWARE                      | 10.69     | 07/01        |
|                    | GRAFFITI REMOVER                            |                                             |           |              |
| PROJECT#:          | 062503                                      |                                             |           |              |
| 2073               | 12/21 AP 06/10/21 0000000                   | MARTIN BROS.DISTRIBUTING                    | 73.25     | 07/01        |
|                    | SOAP, TISSUES, LINERS, TOWEL                |                                             |           |              |
|                    | 062501                                      |                                             |           | 07/01        |
| 2073               | 12/21 AP 06/10/21 0000000                   | MARTIN BROS.DISTRIBUTING                    | 102.75    | 07/01        |
|                    | SOAP, LINERS, TISSUES, TOWEL                |                                             |           |              |
|                    | 062506<br>12/21 AP 06/10/21 0000000         | MARTIN BROS.DISTRIBUTING                    | 210.50    | 07/01        |
| 2073               | SOAP, LINERS, TISSUES, TOWEL                | PARITA BROS.DISTRIBUTING                    | 210.50    | 0,7,0=       |
| DDO.TECT#.         | 062507                                      |                                             |           |              |
|                    | 12/21 AP 06/10/21 0000000                   | MARTIN BROS.DISTRIBUTING                    | 145.63    | 07/01        |
| 2075               | SOAP, LINERS, TISSUES, TOWEL                |                                             |           |              |
| PROJECT#:          | 062515                                      |                                             |           |              |
| 2073               | 12/21 AP 06/04/21 0000000                   | MILLER WINDOW SERVICE                       | 195.00    | 07/01        |
|                    | WINDOW WASHING                              |                                             |           |              |
|                    | 062506                                      |                                             |           | 07/01        |
| 2073               | 12/21 AP 06/04/21 0000000                   | MILLER WINDOW SERVICE                       | 425.00    | 07/01        |
|                    | WINDOW WASHING                              |                                             |           |              |
|                    | 062509                                      | MILLER WINDOW SERVICE                       | 90.00     | 07/01        |
| 2073               | 12/21 AP 06/04/21 0000000<br>WINDOW WASHING | MILLER WINDOW SERVICE                       | 20.00     | 07,01        |
| DPOJECT#.          | 062505                                      |                                             |           |              |
| 2073               | 12/21 AP 06/04/21 0000000                   | MILLER WINDOW SERVICE                       | 595.00    | 07/01        |
| 2013               | WINDOW WASHING                              |                                             |           |              |
| PROJECT#:          | 062501                                      |                                             |           |              |
| 2073               | 12/21 AP 06/04/21 0000000                   | MILLER WINDOW SERVICE                       | 475.00    | 07/01        |
|                    | WINDOW WASHING                              |                                             |           |              |
| PROJECT#:          |                                             |                                             | -10.00    | 05/01        |
| 2073               | 12/21 AP 06/04/21 0000000                   | MILLER WINDOW SERVICE                       | 213.00    | 07/01        |
|                    | WINDOW WASHING                              |                                             |           |              |
| PROJECT#:          |                                             | MILLER WINDOW SERVICE                       | 675.00    | 07/01        |
| 2073               | 12/21 AP 06/04/21 0000000                   | WITHTER MINDOM DEKAICE                      | 0/3.00    | 0 / / 0 I    |

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| PROGRAM  | GM360L      |          |

CITY OF CEDAR FALLS

| DEB                                                                                                                                                                                                                                                                                                                                                          | 64 07/01/21<br>69 07/01/21<br>69 07/01/21 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued  WINDOW WASHING  PROJECT#: 062511 2084 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 926.  PARTS & EXPENSES MAY'21 2073 12/21 AP 04/20/21 0000000 O'DONNELL ACE HARDWARE 8.  BALLCOCK  PROJECT#: 062506 2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE 8.  HEX BIT  PROJECT#: 062506 | 69 07/01/21<br>69 07/01/21                |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued  WINDOW WASHING  PROJECT#: 062511 2084 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 926.  PARTS & EXPENSES MAY'21 2073 12/21 AP 04/20/21 0000000 O'DONNELL ACE HARDWARE 8.  BALLCOCK  PROJECT#: 062506 2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE 8.  HEX BIT  PROJECT#: 062506 | 69 07/01/21<br>69 07/01/21                |
| 2084 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 926.  PARTS & EXPENSES MAY'21  2073 12/21 AP 04/20/21 0000000 O'DONNELL ACE HARDWARE  BALLCOCK  PROJECT#: 062506 2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE  HEX BIT  PROJECT#: 062506                                                                                                             | 69 07/01/21<br>69 07/01/21                |
| PARTS & EXPENSES MAY'21  2073 12/21 AP 04/20/21 0000000 O'DONNELL ACE HARDWARE BALLCOCK PROJECT#: 062506  2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE HEX BIT PROJECT#: 062506                                                                                                                                                                     | 69 07/01/21<br>69 07/01/21                |
| BALCOCK PROJECT#: 062506 2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE HEX BIT PROJECT#: 062506                                                                                                                                                                                                                                                      | 69 07/01/21                               |
| 2073 12/21 AP 04/09/21 0000000 O'DONNELL ACE HARDWARE 8.  HEX BIT  PROJECT#: 062506                                                                                                                                                                                                                                                                          |                                           |
| PROJECT#: 062506                                                                                                                                                                                                                                                                                                                                             |                                           |
|                                                                                                                                                                                                                                                                                                                                                              |                                           |
| SHIMS                                                                                                                                                                                                                                                                                                                                                        | 38 07/01/21                               |
| PROJECT#: 062503                                                                                                                                                                                                                                                                                                                                             | 99 07/01/21                               |
| COFFEE MAKER-TRAING ROOM                                                                                                                                                                                                                                                                                                                                     | 55                                        |
| PROJECT# 062506<br>2073 12/21 AP 03/12/21 0000000 O'DONNELL ACE HARDWARE 13.                                                                                                                                                                                                                                                                                 | 80 07/01/21                               |
| NUTS AND BOLTS PROJECT#: 062501                                                                                                                                                                                                                                                                                                                              |                                           |
| 2073 12/21 AP 02/22/21 0000000 O'DONNELL ACE HARDWARE 7. FAUCET REPAIR PARTS                                                                                                                                                                                                                                                                                 | 08 07/01/21                               |
| PROJECT# 062507                                                                                                                                                                                                                                                                                                                                              |                                           |
| ACCOUNT TOTAL 4,767.                                                                                                                                                                                                                                                                                                                                         | 99 00 4,767.99                            |
|                                                                                                                                                                                                                                                                                                                                                              |                                           |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR                                                                                                                                                                                                                                                                                                          |                                           |
| 2102 12/21 AP 06/21/21 0000000 KW ELECTRIC, INC. 420.                                                                                                                                                                                                                                                                                                        | 00 07/01/21                               |
| LABOR FOR WARRANTY REPLACEMENT OF LIGHTS                                                                                                                                                                                                                                                                                                                     |                                           |
| PROJECT#: 062511                                                                                                                                                                                                                                                                                                                                             | 55 07/01/21                               |
| 2102 12/21 AP 06/21/21 0000000 PLUMB TECH INC. 764.<br>BACK FLOW TESTING                                                                                                                                                                                                                                                                                     | 55                                        |
| PROJECT#: 062507                                                                                                                                                                                                                                                                                                                                             |                                           |
| 2102 12/21 AP 06/17/21 0000000 KOCH CONSTRUCTION, INC. 715. ROOF REPAIRS                                                                                                                                                                                                                                                                                     | 16 07/01/21                               |
| PROJECT#: 062503                                                                                                                                                                                                                                                                                                                                             |                                           |
| 2102 12/21 AP 06/16/21 0000000 VOGEL IRRIGATION CO. 73. SPRINKLER MAINT                                                                                                                                                                                                                                                                                      | 79 07/01/21                               |
| PROJECT#: 062511                                                                                                                                                                                                                                                                                                                                             | 65 07/01/21                               |
| 2102 12/21 AP 06/11/21 0000000 AIRE SERV.OF THE CEDAR VALLEY 199.<br>HVAC REPAIR                                                                                                                                                                                                                                                                             | 65 07/01/21                               |
| PROJECT#: 062514                                                                                                                                                                                                                                                                                                                                             | 00 07/01/21                               |
| EMERGENCY LIGHT BATTERIES 606 UNION ROAD                                                                                                                                                                                                                                                                                                                     | 00 01,01,11                               |
| PROJECT#: 062506<br>2102 12/21 AP 06/11/21 0000000 NATIONAL ELEVATOR INSPECTION 80.                                                                                                                                                                                                                                                                          | 00 07/01/21                               |
| ELEVATOR INSPECTION                                                                                                                                                                                                                                                                                                                                          |                                           |
| PROJECT#: 062505                                                                                                                                                                                                                                                                                                                                             | 85 07/01/21                               |
| 2073 12/21 AP 06/08/21 0000000 MENARDS-CEDAR FALLS 11.                                                                                                                                                                                                                                                                                                       | 07/01/21                                  |

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| anoun no   | ACCTGTRA                            | NO ACTION     |                               |           |                  | CURRENT  |
|------------|-------------------------------------|---------------|-------------------------------|-----------|------------------|----------|
|            | PER. CD DAT                         |               | DESCRIPTION                   | DEBITS    | CREDITS          | BALANCE  |
|            |                                     |               |                               |           |                  | POST DT  |
| FUND 101 G | ENERAL FUND                         |               |                               |           |                  |          |
| 101-6616-  | 446.73-06 OTHER SU                  |               | DING REPAIR                   | continued |                  |          |
| PROJECT#   | BACK FOR FISH TA                    |               |                               |           |                  |          |
| 2056       | 12/21 AP 06/07,                     | 21 0000000    | AIRE SERV.OF THE CEDAR VALLEY | 185.36    |                  | 07/01/21 |
| DBO TECT#  | HVAC REPAIR<br>: 062509             |               |                               |           |                  |          |
|            |                                     | /21 0000000   | ECHO GROUP, INC.              | 214.65    |                  | 07/01/21 |
|            | EMERGENCY LIGHT                     | BATTERIES     |                               | 1,189.30  |                  | 07/01/21 |
| 2102       | 12/21 AP 06/04,<br>BACK FLOW TESTIN | /21 0000000   | PLUMB TECH INC.               | 1,189.30  |                  | 07/01/21 |
| PROJECT#   | : 062506                            |               |                               |           |                  |          |
| 2073       |                                     | 21 0000000    | IA.DIV.LABOR-BOILER/ELEVATOR  | 75.00     |                  | 07/01/21 |
| PROJECT#   | ELEVATOR PERMIT: 062501             |               |                               |           |                  |          |
|            |                                     |               |                               | 4 404 31  | 0.0              | 4 404 33 |
|            | 1                                   | ACCOUNT TOTAL |                               | 4,484.31  | .00              | 4,484.31 |
|            |                                     |               |                               |           |                  |          |
|            | 446.81-08 PROFESSI                  |               | FLUNKETT'S PEST CONTROL, INC  | 75.00     | 196              | 07/01/21 |
| 2073       | PEST CONTROL                        | 21 0000000    | FHONKEIT B FEBT CONTROL TWO   | .3.00     |                  | .,, .,,  |
| PROJECT#   | : 062509                            |               |                               |           |                  |          |
|            | I                                   | ACCOUNT TOTAL |                               | 75.00     | 00               | 75.00    |
|            |                                     |               |                               |           |                  |          |
| 101-6616-  | 446.86-02 REPAIR 8                  | MAINTENANCE   | / BUILDINGS & GROUNDS         |           |                  |          |
|            | 12/21 AP 06/17/                     |               | CITY LAUNDERING CO.           | 40.00     |                  | 07/01/21 |
| PROJECT#   | MAT SERVICE<br>: 062506             |               |                               |           |                  |          |
| 2073       | 12/21 AP 06/15/                     | 21 0000000    | CITY LAUNDERING CO.           | 20.00     |                  | 07/01/21 |
|            | MAT SERVICE                         |               |                               |           |                  |          |
|            | : 062501<br>12/21 AP 06/03/         | 21 0000000    | CITY LAUNDERING CO.           | 40.00     |                  | 07/01/21 |
|            | MAT SERVICE                         |               |                               |           |                  |          |
| PROJECT#   | 062506                              |               |                               |           |                  |          |
|            | I                                   | CCOUNT TOTAL  |                               | 100.00    | <sub>0*</sub> 00 | 100.00   |
|            |                                     |               |                               |           |                  |          |
|            |                                     |               | / MECH EQUIPMENT SERVICING    |           |                  |          |
| 2073       | 12/21 AP 06/04/                     |               | PLUMB TECH INC.               | 509.70    |                  | 07/01/21 |
| PROJECT#   | BACKFLOW TESTING<br>: 062506        | i             |                               |           |                  |          |
| 2073       | 12/21 AP 04/27/                     |               | GOODWIN TUCKER GROUP          | 294.50    |                  | 07/01/21 |
| DBO TECMA  | ICE MACHINE CLEAR : 062506          | NING          |                               |           |                  |          |
| PROJECT#   | : 002506                            |               |                               |           |                  |          |
|            | Į                                   | ACCOUNT TOTAL |                               | 804.20    | .00              | 804.20   |
|            |                                     |               |                               |           |                  |          |

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2056

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 24,555.00 07/01/21 12/21 AP 06/12/21 0000000 RESTORATION SERVICES, INC. EXTERIOR MAINT REPAIRS PROJECT#: 062507 24,555.00 24,555.00 ACCOUNT TOTAL 101-6616-446.93-01 EQUIPMENT / EQUIPMENT 12/21 AP 05/26/21 0000000 VAN METER, INC. 206.50 07/01/21 SOFFIT LIGHTS 12/21 AP 05/26/21 0000000 VAN METER, INC. 142.00 07/01/21 2084 SIGN LIGHTS PROJECT#: 062501 :4 O O 348.50 348.50 ACCOUNT TOTAL 101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS 12/21 AP 06/21/21 0000000 AWARDS, GIFTS & ENGRAVING 07/01/21 8.25 NAME BADGE MAGNET DAVID WICKE 8.25 ...00 8.25 ACCOUNT TOTAL 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. 612.40 07/01/21 12/21 AP 06/14/21 0000000 TERRACON CONSULTANTS, INC. 2055 3190-CONSTRUCTION TESTING 3227-STREET RECON.-OLIVE PROJECT#: 023190 12/21 AP 06/10/21 0000000 AECOM TECHNICAL SERVICES, INC 11,539.16 07/01/21 2055 3282-2021 SURVEY SERVICES 05/08-6/04/21 PROJECT#: 023282 12,151.56 400 12.151.56 ACCOUNT TOTAL 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 223.16 07/01/21 12/21 AP 06/25/21 0000000 MARTIN BROS.DISTRIBUTING 2102 PARK TOLIET PAPER 12/21 AP 06/16/21 0000000 BENTON BUILDING CENTER 43.00 07/01/21 2056 LUMBER-HOLMES PARK SIGN 12/21 AP 06/16/21 0000000 DIAMOND VOGEL PAINT - #52 66.22 07/01/21 2073 PAINT 86.53 07/01/21 12/21 AP 06/10/21 0000000 BUILDERS SELECT LLC 2056 TOURIST PARK SHELTER SCREWS, BITS-EAGLE SCOUT BENTON BUILDING CENTER 851.83 07/01/21 12/21 AP 06/09/21 0000000 2056 LUMBER-EAGLE SCOUT PROJEC TOURIST PARK SHELTER DIAMOND VOGEL PAINT - #64/#55 351.52 07/01/21 2056 12/21 AP 06/09/21 0000000 PAINT & SUPPLIES-E SCOUT TOURIST SHELTER

12/21 AP 06/07/21 0000000 BUILDERS SELECT LLC

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CITY OF CEDAR FALLS

...... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued ANCHOR BOLTS, BIT 12/21 AP 06/07/21 0000000 SIGNS BY TOMORROW 48.50 07/01/21 HOLMES PARK SIGN 452.00 07/01/21 2073 12/21 AP 06/03/21 0000000 PLUMB SUPPLY COMPANY, LLC MDF VALVE 12/21 AP 06/02/21 0000000 PLUMB SUPPLY COMPANY, LLC 416.90 07/01/21 2073 REGULATOR, WASHER 07/01/21 2056 12/21 AP 06/01/21 0000000 BLACK HAWK METRO DISC GOLF LE 4,144.34 TOURIST PARK CF DISC COURSE RENOVATION 07/01/21 12/21 AP 06/01/21 0000000 STETSON BUILDING PRODUCTS LLC 92.50 2084 CONCRETE FIBRETUBE 07/01/21 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 1,299.88 2084 PARTS & EXPENSES MAY'21 0.0 8,141.80 ACCOUNT TOTAL 8,141.80 101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 07/01/21 12/21 AP 06/16/21 0000000 D & N FENCE CO. INC. 1,441.00 2084 FENCE REPAIR KUEHN'S PARK 07/01/21 12/21 AP 06/04/21 0000000 PLUMB TECH INC. 1,338.73 2102 BACK FLOW TESTING AND REP AIRS ...00 2,779.73 2,779,73 ACCOUNT TOTAL 658.41 339,665.57 340,323.98 FUND TOTAL FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES 8.96 07/01/21 12/21 AP 06/15/21 0000000 MENARDS-CEDAR FALLS CLEANER FOR PELICAN 0.0 8.96 8.96 ACCOUNT TOTAL 206-6637-436.73-32 OTHER SUPPLIES / STREETS 12/21 AP 06/24/21 0000000 BUILDERS SELECT LLC 57.57 07/01/21 2102 FORM LUMBER 12/21 AP 06/23/21 0000000 BUILDERS SELECT LLC 133.76 07/01/21 2084 LUMBER FOR FORMS 12/21 AP 06/19/21 0000000 ASPRO, INC. 1,493.36 07/01/21 2102 HMA FOR VIKING/UNION RD PROJECT#: 062374 12/21 AP 06/16/21 0000000 ASPRO, INC. 880.00 07/01/21 2084 HOTMIX ASPHALT 12/21 AP 06/16/21 0000000 BENTON'S READY MIX CONCRETE, 635,25 07/01/21 2084

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 206 STREET CONSTRUCTION FUND continued 206-6637-436.73-32 OTHER SUPPLIES / STREETS CONCRETE FOR STREET REPAIR 2ND & PEARL ST 07/01/21 12/21 AP 06/12/21 0000000 ASPRO, INC. 264.00 2056 HOX MIX ASPHALT 12/21 AP 06/12/21 0000000 BMC AGGREGATES L.C. 92.68 07/01/21 2102 ROCK FOR PLACE TO PLAY PARKING AREA PROJECT#: 023156 108.81 07/01/21 12/21 AP 06/12/21 0000000 BMC AGGREGATES L.C. 2102 ROCK FOR PLACE TO PLAY PARKING LOT PROJECT#: 023156 12/21 AP 06/11/21 0000000 STETSON BUILDING PRODUCTS LLC 07/01/21 2.230.00 2084 CONCRETE DOWLS FOR STREET REPAIR 12/21 AP 06/10/21 0000000 BENTON'S READY MIX CONCRETE, 07/01/21 1,547.00 2056 ALGONQUIN CONCRETE-P2P PARKING LOT PROJECT#: 023156 12/21 AP 06/09/21 0000000 BENTON'S READY MIX CONCRETE. 07/01/21 1,725.50 2056 CONCRETE-P2P PARKING LOT ALGONQUIN PROJECT#: 023156 07/01/21 12/21 AP 06/07/21 0000000 BENTON'S READY MIX CONCRETE, 427.00 2056 WASHINGTON STREET STREET REPAIR CONCRETE 07/01/21 BENTON'S READY MIX CONCRETE, 3,570.00 2056 12/21 AP 06/07/21 0000000 ALGONQUIN CONCRETE-P2P PARKING LOT PROJECT#: 023156 07/01/21 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 48.71 2084 PARTS & EXPENSES MAY'21 13.213.64 13.213.64 ...00 ACCOUNT TOTAL 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 07/01/21 12/21 AP 06/15/21 0000000 ECHO GROUP, INC. 54.18 2102 TAPE.GLOVES 537.15 07/01/21 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 2084 PARTS & EXPENSES MAY'21 07/01/21 12/21 AP 11/10/20 0000000 CAMPBELL SUPPLY WATERLOO 191.00 2102 DRIVE CAP · 00 782 33 782.33 ACCOUNT TOTAL 206-6647-436.72-62 OPERATING SUPPLIES / PAINT 07/01/21 12/21 AP 06/21/21 0000000 DIAMOND VOGEL PAINT - #64/#55 29.00 2073 PAINT TIPS 170.20 07/01/21 12/21 AP 06/16/21 0000000 DIAMOND VOGEL PAINT - #64/#55 2073 PAINT 07/01/21 13.83 DIAMOND VOGEL PAINT - #64/#55 2073 12/21 AP 06/15/21 0000000 PAINT TIPS 07/01/21 10.69 O'DONNELL ACE HARDWARE 2056 12/21 AP 06/14/21 0000000 PAINT REMOVER 07/01/21 175.63 12/21 AP 06/11/21 0000000 DIAMOND VOGEL PAINT - #64/#55 2056

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| CITY OF CEDAR FALLS                                                                       |                                                                                         |           |     |                      |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------|-----|----------------------|
| GROUP PO ACCTGTRANSACT:                                                                   | ION<br>NUMBER DESCRIPTION                                                               | DEBITS    |     | CURRENT<br>BALANCE   |
| ***************************************                                                   |                                                                                         |           |     | 1001 01              |
| FUND 206 STREET CONSTRUCTION FUND 206-6647-436.72-62 OPERATING SUPP                       | PLIES / PAINT                                                                           | continued |     |                      |
|                                                                                           | 00000 DIAMOND VOGEL PAINT - #64/#55                                                     | 289.79    |     | 07/01/21             |
| PAINT<br>2056 12/21 AP 06/09/21 000<br>PART FOR PAINT MACHINE                             |                                                                                         | 93.07     |     | 07/01/21             |
| ACCOUNT                                                                                   | T TOTAL                                                                                 | 782.21    | .00 | 782.21               |
| 206-6647-436.73-12 OTHER SUPPLIES<br>2102 12/21 AP 06/10/21 000<br>CAT 5 CLIPS FOR SIGNAL | 00000 MENARDS-CEDAR FALLS                                                               | 20.96     |     | 07/01/21             |
| ACCOUNT                                                                                   | I TOTAL                                                                                 | 20.96     | 00  | 20.96                |
| 206-6647-436.73-25 OTHER SUPPLIES<br>2102 12/21 AP 06/14/21 000<br>SIGNS AND SIGN TOOLS   |                                                                                         | 1,315.42  |     | 07/01/21             |
| ACCOUNT                                                                                   | r total                                                                                 | 1,315.42  | .00 | 1,315.42             |
| 206-6647-436.86-72 REPAIR & MAINT<br>2102 12/21 AP 06/21/21 000<br>CONTRACT PAINT REMOVAI | TENANCE / CONTRACT STREET PAINTING<br>00000 LASER LINE STRIPING & SWEEPIN<br>L          | 280.00    |     | 07/01/21             |
| ACCOUNT                                                                                   | r total                                                                                 | 280.00    | ,00 | 280.00               |
| 2102 12/21 AP 06/11/21 000<br>SOLAR FLASHER SAFETY                                        | ROV & BLDGS / STRUCTURE IMPROV & BLDGS<br>00000 TRAFFIC CONTROL CORPORATION<br>UPGRADES | 5,800.00  |     | 07/01/21<br>07/01/21 |
| 2056 12/21 AP 06/10/21 000<br>CAMERA UPGRADE                                              | 00000 MID AMERICAN SIGNAL, INC.                                                         | 16,002.00 |     | 07/01/21             |
| 2056 12/21 AP 06/07/21 000<br>CONTROLLER UPGRADE                                          | 00000 TRAFFIC CONTROL CORPORATION                                                       | 3,175.00  |     | 07/01/21             |
|                                                                                           | 00000 ECHO GROUP, INC.<br>EE LIGHTING                                                   | 750.00    |     | 07/01/21             |
| ACCOUNT                                                                                   | r total                                                                                 | 25,727.00 | .00 | 25,727.00            |
| FUND TO                                                                                   | DTAL                                                                                    | 42,130.52 | .00 | 42,130.52            |

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CTEV OF GEDAR FALLS

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 215 HOSPITAL FUND 215-1230-421.88-45 OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR. 07/01/21 296.75 12/21 AP 06/28/21 0000000 SUCCESSLINK HTFB: TOGETHER FOR YOUTH 4TH QTR 2021 = 00 296.75 296.75 ACCOUNT TOTAL 296.75 ...00 296.75 FUND TOTAL FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 07/01/21 1.259.21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O MAY EXPENSES ENTITLEMENT AGENCY AWARD 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 1,625.56 07/01/21 2053 ENTITLEMENT SIDEWALKS MAY EXPENSES 397.55 07/01/21 IOWA NORTHLAND REGIONAL CO. O 2053 12/21 AP 05/31/21 0000000 ENTITLEMENT PLAN & REPORT MAY EXPENSES 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 99.72 2053 MAY EXPENSES SCHOOL EQP-CDBG-CV2 CARES PROJECT#: 022353 07/01/21 401.70 2053 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O AGENCY AWD-CDBG-CV2 CARES MAY EXPENSES PROJECT#: 022353 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 506.92 2053 MAY EXPENSES ENVIRO REV-CDBG-CV2 CARES PROJECT#: 022353 100.40 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 2053 MAY EXPENSES PLAN & RPT-CDBG-CV3 CARES PROJECT#: 022354 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 102.76 2053 MAY EXPENSES AGENCY AWD-CDBG-CV3 CARES PROJECT#: 022354 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 84.62 2053 MAY EXPENSES SF REHAB-ENTITLEMENT . 00 4,578.44 ACCOUNT TOTAL 4,578.44 223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM 443.76 07/01/21 12/21 AP 05/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O MAY EXPENSES ENTITLEMENT HOME REHAB .00 443.76 443.76 ACCOUNT TOTAL .00 5,022.20 FUND TOTAL 5,022.20

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| PROGRAM GM360L<br>CITY OF CEDAR FALLS                                                                                                                                                                              |                  | ACCOUN   | TING PERIOD 12/2021           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|-------------------------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                                               | DEBITS           |          | CURRENT<br>BALANCE<br>POST DT |
| FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND 242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTI 2055 12/21 AP 06/22/21 0000000 PETERSON CONTRACTORS 3227-2021 STREET CONST. PROJECT#: 023227 | ON 426,311.33    |          | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                      | 426,311.33       | 00       | 426,311.33                    |
| FUND TOTAL                                                                                                                                                                                                         | 426,311.33       | <u> </u> | 426,311,33                    |
| FUND 254 CABLE TV FUND 254-1088-431,93-01 EQUIPMENT / EQUIPMENT 2095 12/21 AP 06/23/21 0000000 AVS, INC.                                                                                                           | 2,814.00         |          | 07/01/21                      |
| 2095 12/21 AP 06/23/21 0000000 AVS, INC. PRO TEK STANDARDS- BASIC 1 YEAR EXTENSIONS 2095 12/21 AP 06/15/21 0000000 AVS, INC. 3PLAY 3P2 2RU                                                                         | 22,390.00        |          | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                      | 25,204.00        | 0.0      | 25,204.00                     |
| FUND TOTAL                                                                                                                                                                                                         | 25,204.00        | 00       | 25,204.00                     |
| FUND 258 PARKING FUND<br>FUND 261 TOURISM & VISITORS                                                                                                                                                               |                  |          |                               |
| 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 2085 12/21 AP 06/23/21 0000000 EXPERIENCE WATERLOO 1 BULK MAILING -VG W/EXPERIENCE WLOO                                                                            | 387.07           |          | 07/01/21                      |
| PROJECT#: 032432 2085                                                                                                                                                                                              | 4,570.71<br>WLOO |          | 07/01/21                      |
| 2085 12/21 AP 06/18/21 0000000 EXPERIENCE WATERLOO SHIP 8 BOXES OF VG TO MUSEUMS/WELCOME CEN                                                                                                                       | 89.51<br>TERS    |          | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                      | 5,047.29         | 24 0 0   | 5,047.29                      |
| 261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS 2085 12/21 AP 06/22/21 0000000 EXPERIENCE WATERLOO GATEFOLD VG SUPPLEMENT TO BE USED FOR MAILING                                                      | 880.71<br>S 2021 |          | 07/01/21                      |
| 2085 12/21 AP 04/22/21 0000000 WOOLVERTON PRINTING CO. 220 MAP PADS (SPLIT W/ EXPERIENCE WATERLOO                                                                                                                  | 893.55           |          | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                      | 1,774.26         | :∃ 0 0   | 1,774.26                      |

261-2291-423.73-55 OTHER SUPPLIES / MEDIA

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| CITY OF CEDAR FALLS                                                                                                                                               |                     |         |                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|-------------------------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                              | DEBITS              | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|                                                                                                                                                                   |                     |         |                               |
| FUND 261 TOURISM & VISITORS 261-2291-423.73-55 OTHER SUPPLIES / MEDIA 2085 12/21 AP 06/18/21 0000000 EXPERIENCE WATERLOO TRAVEL IOWA LEADS COOP W/EXPERIENCE WLOO | continued<br>750.00 |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                     | 750.00              | 00      | 750.00                        |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE<br>2085 12/21 AP 06/17/21 0000000 CITY LAUNDERING CO.<br>MAT SERVICE                                          | 10.00               |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                     | 10.00               | · 00    | 10.00                         |
| 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS 2085 12/21 AP 06/21/21 0000000 KOCH SPECIALTIES 300 RIBBONS FOR STURGIS KIDS PARADE/BIGWHEEL RACE         | 212.69              |         | 07/01/21                      |
| 2085 12/21 AP 06/21/21 0000000 KOCH SPECIALTIES<br>144 SILIPINT GLASSES FOR BEER TRAIL                                                                            | 1,111.44            |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                     | 1,324.13            | · 0 0   | 1,324.13                      |
| 261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS 2085 12/21 AP 06/18/21 0000000 VOLUNTEER CENTER OF CEDAR VAL GRANT:EMPLOYEE VOLUNTEER PROJECT     | 2,500.00            |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                     | 2,500.00            | .00     | 2,500.00                      |
| 261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS<br>2095 12/21 AP 06/24/21 0000000 GROW CEDAR VALLEY<br>FY21 2ND 1/2 BASE PAYMENT JAN-JUN 2021         | 13,750.00           |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                     | 13,750.00           | . 00    | 13,750.00                     |
| FUND TOTAL                                                                                                                                                        | 25,155.68           | * 00    | 25,155.68                     |

FUND 262 SENIOR SERVICES & COMM CT FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND FUND 293 FIRE RETIREMENT FUND FUND 294 LIBRARY RESERVE ACCOUNT ACTIVITY LISTING

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| CITY OF CEDAR FALLS                                                                                                                                                                           |          |                    |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                          | DEBITS   | CREDITS            |            |
|                                                                                                                                                                                               |          |                    |            |
| FUND 295 SOFTBALL PLAYER CAPITAL 295-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 2048 12/21 AP 06/16/21 0000000 D & N FENCE CO. INC. BALLFIELD FENCE                   | 5,502.00 |                    | 07/01/21   |
| ACCOUNT TOTAL                                                                                                                                                                                 | 5,502.00 | .00                | 5,502.00   |
| FUND TOTAL                                                                                                                                                                                    | 5,502.00 | ⊴ 00               | 5,502.00   |
| FUND 296 GOLF CAPITAL                                                                                                                                                                         |          |                    |            |
| 296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS<br>2056 12/21 AP 06/08/21 0000000 AIRE SERV.OF THE CEDAR VALLEY<br>HVAC REPAIR                                         | 388.88   |                    | 07/01/21   |
| PROJECT#: 062516<br>2073 12/21 AP 06/08/21 0000000 GOODWIN TUCKER GROUP<br>ICE MACHINE REPAIR-SHOP<br>PROJECT#: 062516                                                                        | 679.18   |                    | 07/01/21   |
| ACCOUNT TOTAL                                                                                                                                                                                 | 1,068.06 | * 00               | 1,068.06   |
| FUND TOTAL                                                                                                                                                                                    | 1,068.06 | <sub>11</sub> 00   | 1,068.06   |
| FUND 297 REC FACILITIES CAPITAL                                                                                                                                                               |          |                    |            |
| FUND 298 HEARST CAPITAL 298-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE 2104 12/21 AP 06/11/21 0137337 CHRISTIE, GILLIAN VOID CHECK-CHANGE VENDOR SCULPTURE COMMISSION             |          | 10,000.00          | 06/29/21   |
| ACCOUNT TOTAL                                                                                                                                                                                 | .00      | 10,000.00          | 10,000.00- |
| FUND TOTAL                                                                                                                                                                                    | 00       | 10,000.00          | 10,000.00- |
| FUND 311 DEBT SERVICE FUND<br>FUND 402 WASHINGTON PARK FUND                                                                                                                                   |          |                    |            |
| FUND 404 FEMA 404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG 2102 12/21 AP 03/29/21 0000000 C & C WELDING & SANDBLASTING HAND SANITIZER STANDS 062507 PROJECT#: 012020 | 483.70   |                    | 07/01/21   |
| ACCOUNT TOTAL                                                                                                                                                                                 | 483.70   | <sub>1,0</sub> 0 0 | 483 - 70   |
| FUND TOTAL                                                                                                                                                                                    | 483.70   | .00                | 483.70     |

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 405 FLOOD RESERVE FUND FUND 407 VISION IOWA PROJECT FUND 408 STREET IMPROVEMENT FUND FUND 430 2004 TIF BOND 430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE 12/21 AP 06/22/21 0000000 OWEN CONTRACTING INC. 82,118.59 07/01/21 2055 3242-DWNTWN STREETSCP II PROJECT#: 023242 12/21 AP 06/16/21 0000000 MIDLAND CONCRETE PRODUCTS, LL 07/01/21 29,722.90 2102 STREET SCAPE BRICK PROJECT#: 023242 12/21 AP 06/09/21 0000000 MIDLAND CONCRETE PRODUCTS, LL 21,112.40 07/01/21 2073 PAVERS-STREETSCAPE PARKAD PHASE 2 PROJECT#: 023242 132,953.89 .00 132,953.89 ACCOUNT TOTAL 132,953.89 .00 132,953.89 FUND TOTAL FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2000 BOND FUND 435 1999 TIF FUND 436 2012 BOND 436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT 2103 12/21 AP 06/18/21 0000000 AECOM TECHNICAL SERVICES, INC 7,946.65 07/01/21 05/15/21-06/11/21 3251-FEMA LEVEE CERT. PROJECT#: 023251 7,946.65 .00 7,946.65 ACCOUNT TOTAL 7,946.65 .00 7,946.65 FUND TOTAL FUND 437 2018 BOND FUND 438 2020 BOND FUND 438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL 12/21 AP 06/15/21 0000000 AECOM TECHNICAL SERVICES, INC 23,048.79 07/01/21 05/15-06/11/21 3247-LAKE STREET TRAIL PROJECT#: 023247 23,048.79 .00 23,048.79 ACCOUNT TOTAL 23.048.79 . 00 23,048.79 FUND TOTAL

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| CITY OF CEDAR FALLS                                                                                                                                                                                                                                                                          |           |         |                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------|-------------------------------|
| GROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                                                                                                                         | DEBITS    | CREDITS | CURRENT<br>BALANCE<br>POST DT |
| FUND 439 2008 BOND FUND                                                                                                                                                                                                                                                                      |           |         |                               |
| FUND 443 CAPITAL PROJECTS                                                                                                                                                                                                                                                                    |           |         |                               |
| 443-1220-431,94-16 CAPITAL PROJECTS / CITY HALL REMODEL 2053                                                                                                                                                                                                                                 | 42,412,50 |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                | 42,412.50 | .00     | 42,412.50                     |
| 443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD 2055 12/21 AP 06/14/21 0000000 BLACK HAWK CO.ABSTRACT 3244-ASHWORTH DR EXT. 4919 HUDSON CONTINUATION PROJECT#: 023244                                                                                                         | 460.00    |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                | 460.00    | := 00   | 460.00                        |
| FUND TOTAL                                                                                                                                                                                                                                                                                   | 42,872.50 | 0.0     | 42,872.50                     |
| FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 483 ECONOMIC DEVELOPMENT 483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES 2095 12/21 AP 06/24/21 0000000 MARTIN REALTY COMPANY II LLC                                                                          | 8,537.48  |         | 07/01/21                      |
| FIRST ANNUAL TAX REBATE 6623 CHANCELLOR DRIVE                                                                                                                                                                                                                                                | 0,737.40  |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                | 8,537.48  | 00      | 8,537.48                      |
| FUND TOTAL                                                                                                                                                                                                                                                                                   | 8,537.48  | 4.00    | 8,537.48                      |
| FUND 484 ECONOMIC DEVELOPMENT LAND FUND 541 2018 STORM WATER BONDS FUND 545 2006 SEWER BONDS FUND 546 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 |           |         |                               |
| 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 2102 12/21 AP 06/23/21 0000000 TRACTOR SUPPLY CO. BRASS NOZZEL BODY/CAP                                                                                                                                                         | 22.98     |         | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                                                                                                                | 22.98     | 0.0     | 22.98                         |

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CRANE RENTAL

|            |                                                                          |                                                |           |         | CURRENT   |
|------------|--------------------------------------------------------------------------|------------------------------------------------|-----------|---------|-----------|
| NBR NBR    |                                                                          | ER DESCRIPTION                                 | DEBITS    | CREDITS | BALANCE   |
|            |                                                                          |                                                |           |         | POST DT   |
|            | EFUSE FUND<br>436.73-05 OTHER SUPPLIES / OI                              | DEDATING FOILDMENT                             |           |         |           |
| 2084       | 12/21 AP 05/31/21 0000000<br>PARTS & EXPENSES MAY'21                     |                                                | 1,553.59  |         | 07/01/21  |
|            | ACCOUNT TOTA                                                             | AL                                             | 1,553.59  | 00      | 1,553,59  |
|            | 436.87-02 RENTALS / MATERIAL                                             | DISPOSAL/HANDLIN                               | 339.07    |         | 07/01/21  |
| 102        | 12/21 AP 06/19/21 0000000<br>SCRAP TIRE RECYCLING                        | LIBERTY TIRE RECYCLING, LLC                    | 339.07    |         |           |
| 084        | 12/21 AP 06/15/21 0000000                                                | T & W GRINDING                                 | 17,500.00 |         | 07/01/21  |
| 102        | Q2 COMPOST CONTRACT<br>12/21 AP 06/12/21 0000000<br>SCRAP TIRE RECYCLING | LIBERTY TIRE RECYCLING, LLC                    | 1,551.61  |         | 07/01/21  |
| 2073       | 12/21 AP 06/11/21 0000000<br>ELECTRONIC RECYCLING                        | MIDWEST ELECTRONIC RECOVERY                    | 609.30    |         | 07/01/21  |
|            | ACCOUNT TOTA                                                             | AL                                             | 19,999.98 | . 00    | 19,999.98 |
|            | FUND TOTAL                                                               |                                                | 21,576.55 | . 00    | 21,576.55 |
| INID EEO G | EWER RENTAL FUND                                                         |                                                |           |         |           |
|            | 436.72-60 OPERATING SUPPLIES                                             | / SAFETY SUPPLIES                              |           |         | 05/01/01  |
| 2089       | 12/21 AP 06/17/21 0000000<br>SAFETY GLASSES                              | CAMPBELL SUPPLY WATERLOO                       | 51.50     |         | 07/01/21  |
| 2089       |                                                                          | CAMPBELL SUPPLY WATERLOO                       | 135.60    |         | 07/01/21  |
|            | ACCOUNT TOTA                                                             | AL.                                            | 187.10    | .00     | 187.10    |
| 52-6655-   | 436.73-27 OTHER SUPPLIES / IC                                            |                                                |           |         |           |
| 2102       | 12/21 AP 06/24/21 0000000<br>IOWA ONE CALL MAY 2021                      | IOWA ONE CALL                                  | 480.60    |         | 07/01/21  |
|            | ACCOUNT TOTA                                                             | AL                                             | 480.60    | ;;a 0 0 | 480.60    |
|            | 436.73-34 OTHER SUPPLIES / ST                                            |                                                |           |         | 07/01/21  |
| 2056       | 12/21 AP 06/10/21 0000000<br>BOX OUT CONCRETE                            | BENTON'S READY MIX CONCRETE,<br>BRADILYNN LANE | 605.00    |         | 07/01/21  |
|            | ACCOUNT TOTA                                                             | AL                                             | 605.00    | ;; 0 O  | 605.00    |
|            |                                                                          |                                                |           |         |           |

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| PROGRAM G         | DAR FALLS                                                                                    |                                                                               |           | ACCOUNTING | 5K10D 12/2021      |
|-------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------|------------|--------------------|
|                   | ACCTGTRANSACTION                                                                             | DESCRIPTION                                                                   | DEBITS    | CREDITS    | CURRENT<br>BALANCE |
|                   |                                                                                              |                                                                               |           |            | POST DT            |
|                   | EWER RENTAL FUND<br>436.87-03 RENTALS / EQUIPMENT RE                                         | NTAL                                                                          | continued |            |                    |
|                   | ACCOUNT TOTAL                                                                                |                                                                               | 540.00    | 00         | 540.00             |
|                   | ACCOUNT TOTAL                                                                                |                                                                               |           |            |                    |
| 2055              | 436.96-82 SEWER BOND PROJECTS / 12/21 AP 06/18/21 0000000 3182-OAK PARK SEWER REPL. : 023182 | OAK PARK SEWER REPLACE<br>SNYDER & ASSOCIATES, INC.<br>SERVICES THRU 05/31/21 | 5,601.51  |            | 07/01/21           |
|                   | ACCOUNT TOTAL                                                                                |                                                                               | 5,601.51  | . 00       | 5,601.51           |
| 552-6665-<br>2089 | 436.72-16 OPERATING SUPPLIES / T<br>12/21 AP 06/16/21 0000000                                |                                                                               | 43.04     |            | 07/01/21           |
|                   | STOCKET, SILICONE                                                                            |                                                                               |           |            | 07/01/21           |
| 2089              | 12/21 AP 06/03/21 0000000<br>TAP SET                                                         | CRESCENT ELECTRIC                                                             | 52.12     |            | 07/01/21           |
|                   | ACCOUNT TOTAL                                                                                |                                                                               | 95.16     | * 00       | 95.16              |
| 552-6665-<br>2089 | 436.72-26 OPERATING SUPPLIES / T<br>12/21 AP 06/17/21 0000000<br>LAB SUPPLIES                | ESTING & LAB<br>MIDLAND SCIENTIFIC, INC.                                      | 108.01    |            | 07/01/21           |
|                   | ACCOUNT TOTAL                                                                                |                                                                               | 108.01    | 0.0        | 108.01             |
| 552-6665-<br>2089 | 436.72-60 OPERATING SUPPLIES / S<br>12/21 AP 06/11/21 0000000<br>RESTOCK 1ST AID CABINET     | AFETY SUPPLIES<br>CINTAS FIRST AID & SAFETY                                   | 84.93     |            | 07/01/21           |
|                   | ACCOUNT TOTAL                                                                                |                                                                               | 84.93     | ± 0 0      | 84.93              |
| 552-6665-<br>2089 | ,,,                                                                                          | TING EQUIPMENT<br>MENARDS-CEDAR FALLS                                         | 28.16     |            | 07/01/21           |
| 2089              | WATER<br>12/21 AP 06/22/21 0000000                                                           | O'DONNELL ACE HARDWARE                                                        | 11.69     |            | 07/01/21           |
| 2089              | 12,22 111 00,22,22                                                                           | SHERWIN-WILLIAMS COMPANY                                                      | 61.97     |            | 07/01/21           |
| 2089              | PAINT<br>12/21 AP 06/18/21 0000000                                                           | O'DONNELL ACE HARDWARE                                                        | 31.76     |            | 07/01/21           |
| 2089              | ,,                                                                                           | O'DONNELL ACE HARDWARE                                                        | 25.38     |            | 07/01/21           |
| 2089              | ADAPTER,CONDUIT<br>12/21 AP 06/14/21 0000000                                                 | MSD ENVIRONMENTAL SERVICES, I                                                 | 4,485.13  |            | 07/01/21           |
| 2089              | POLYMER                                                                                      | MENARDS-CEDAR FALLS                                                           | 31.97     |            | 07/01/21           |
| 2007              | 12/21 21 00/14/21 000000                                                                     |                                                                               |           |            |                    |

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ---FUND 552 SEWER RENTAL FUND continued 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT PLASTIC SHEETING 12/21 AP 06/09/21 0000000 GRAINGER PARTS 07/01/21 290.88 2089 RECEPTACLE 12/21 AP 06/08/21 0000000 GRAINGER PARTS 384.48 07/01/21 2089 FLOATBALLS 07/01/21 12/21 AP 06/04/21 0000000 CRESCENT ELECTRIC 67.15 2089 ELECTRICAL WIRE 12/21 AP 06/03/21 0000000 CRESCENT ELECTRIC 22.83 07/01/21 2089 WIRE 07/01/21 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 1,065.14 2084 PARTS & EXPENSES MAY'21 .00 6,506,54 6,506.54 ACCOUNT TOTAL 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 07/01/21 12/21 AP 06/08/21 0000000 BRECKE MECHANICAL CONTRACTORS 1.744.79 2089 BOILER REPAIR .00 1,744.79 1,744.79 ACCOUNT TOTAL 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS 12/21 AP 06/14/21 0000000 CITY LAUNDERING CO. 07/01/21 38.75 2089 RUGS 38.75 38.75 . 00 ACCOUNT TOTAL 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING 07/01/21 12/21 AP 06/17/21 0000000 TESTAMERICA LABORATORIES, INC 411.98 2089 LAB TESTING ACCOUNT TOTAL 411.98 .00 411.98 552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL 07/01/21 12/21 AP 06/15/21 0000000 LONG CROP CONSULTING 1,920.00 2089 TISSUE TESTING 1,920.00 - 00 ACCOUNT TOTAL 1,920.00 18,324,37 18,324.37 . 00 FUND TOTAL

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| ROUP PO ACCTGTRANSACTION<br>NBR NBR PER. CD DATE NUMBER DESCRIPTION                                                                                                                               | DEBITS    | CREDITS          | CURRENT<br>BALANCE<br>POST DT |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|-------------------------------|
| UND 553 2004 SEWER BOND                                                                                                                                                                           |           |                  |                               |
| UND 555 STORM WATER UTILITY 555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2055 12/21 AP 06/22/21 0000000 MIDLAND SCIENTIFIC, INC. STORMWATER TESTING STRIPS CHLORIDE,NITRITE,AMMONIA | 119.37    |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 119.37    | 00               | 119.37                        |
| 555-6630-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 10 01/22 AP 07/01/21 0000000 ISWEP ISWEP DUES JUL'21-JUN'22                                                                      | 5,000.00  |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 5,000+00  | 14 0 0           | 5,000.00                      |
| 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 12/21 AP 06/14/21 0000000 AECOM TECHNICAL SERVICES, INC 3215-OLIVE ST BOX CULVERT 05/08-06/04/21 PROJECT#: 023215          | 5,854.82  |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 5,854.82  | . 00             | 5,854.82                      |
| FUND TOTAL                                                                                                                                                                                        | 10,974.19 | ₹ 00             | 10,974.19                     |
| IND 570 SEWER ASSESSMENT                                                                                                                                                                          |           |                  |                               |
| JND 606 DATA PROCESSING FUND<br>506-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.<br>2122 12/21 AP 06/23/21 0000000 PROFESSIONAL OFFICE SERVICES<br>PRINT SUMMER'21 CURRENTS    | 7,815.75  |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 7,815.75  | W 0 0            | 7,815.75                      |
| 106-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT<br>12 01/22 AP 06/22/21 0000000 GORDON FLESCH COMPANY<br>COPIERS/24629-MPS01/JUN21 6/22/21-7/21/21                                   | 1,083.25  |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 1,083.25  | 0.0              | 1,083,25                      |
| 006-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE<br>12 01/22 AP 07/01/21 0000000 CIVICPLUS<br>ANN.MAINT.WEBSITE & APP 7/1/21-6/30/22                                                | 14,067.64 |                  | 07/01/21                      |
| ACCOUNT TOTAL                                                                                                                                                                                     | 14,067.64 | <sub>27</sub> 00 | 14,067.64                     |

606-1078-441.93-01 EQUIPMENT / EQUIPMENT

ACCOUNTING PERIOD 12/2021

ACCOUNT ACTIVITY LISTING

PREPARED 07/01/2021, 11:56:29 PROGRAM GM360L

CITY OF CEDAR FALLS

....... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 606 DATA PROCESSING FUND 606-1078-441.93-01 EQUIPMENT / EQUIPMENT continued 07/01/21 12/21 AP 06/27/21 0000000 B & H PHOTO-VIDEO-PRO AUDIO 226.56 WHIRLWIND MINI FAN/BOX COMMUNITY CENTER SOUND 2122 12/21 AP 06/25/21 0000000 B & H PHOTO-VIDEO-PRO AUDIO 24.72 07/01/21 WALL PANEL COMMUNITY CENTER SOUND ECHO GROUP, INC. 72.73 07/01/21 2122 12/21 AP 06/16/21 0000000 CAMERA MAINT.EQUIPMENT EXM J BOX 2095 12/21 AP 06/15/21 0000000 FULL COMPASS SYSTEMS, LTD. 1,947.05 07/01/21 COMM CTR SOUND SYSTEM 12/21 AP 06/15/21 0000000 B & H PHOTO-VIDEO-PRO AUDIO 07/01/21 1,951.47 2122 MIC, RACKMOUNT, 16-CHANNEL PATCH BAY .00 4,222.53 ACCOUNT TOTAL 4,222.53 .00 27,189.17 FUND TOTAL 27,189.17 FUND 680 HEALTH INSURANCE FUND FUND 681 HEALTH SEVERANCE FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL 12/21 AP 06/26/21 0000000 MANSFIELD OIL COMPANY 16,562.53 07/01/21 DIESEL AT 1500 BLUFF ST 2084 12/21 AP 06/21/21 0000000 MANSFIELD OIL COMPANY 16,703.54 07/01/21 TECH DIESEL FUEL 12/21 AP 05/31/21 0000000 AIRGAS USA, LLC 69.34 07/01/21 2056 WELDING GAS 2084 12/21 AP 05/31/21 0000000 NAPA AUTO PARTS 4,826.78 07/01/21 PARTS & EXPENSES MAY'21 ACCOUNT TOTAL 38,162.19 .00 38,162.19 685-6698-446.72-16 OPERATING SUPPLIES / TOOLS 91.98 07/01/21 2084 12/21 AP 06/22/21 0000000 FAIRHURST, MARK AIR FILTER BLOW GUN 12/21 AP 06/16/21 0000000 CAMPBELL SUPPLY WATERLOO 159.98 07/01/21 2102 GRINDERS FOR THE SHOP ACCOUNT TOTAL 251.96 . 00 251.96 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES 12/21 AP 06/15/21 0000000 C & C WELDING & SANDBLASTING 293.04 07/01/21 MOWER GUARD METAL 12/21 AP 06/15/21 0000000 POLK'S LOCK SERVICE, INC. 5.00 07/01/21 2084 SPARE KEYS MADE 12/21 AP 06/14/21 0000000 KELTEK INCORPORATED 81.34 07/01/21 2084

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| CITY OF C        | CEDAR FALLS                                                           |                                         |            |         |                               |
|------------------|-----------------------------------------------------------------------|-----------------------------------------|------------|---------|-------------------------------|
| NBR NE           | PO ACCTGTRANSACTION<br>BR PER. CD DATE NUMBER                         | DESCRIPTION                             | DEBITS     | CREDITS | CURRENT<br>BALANCE<br>POST DT |
|                  |                                                                       |                                         |            |         |                               |
| FUND 685         | VEHICLE MAINTENANCE FUND<br>3-446.73-04 OTHER SUPPLIES / VEHICLE      | STIPPLIES                               | continued  |         |                               |
| 685-6636         | #514 LAPTOP BASE                                                      | 301111111111111111111111111111111111111 | Concinued  |         |                               |
| 2102             |                                                                       | MPBELL SUPPLY WATERLOO                  | 85.96      |         | 07/01/21                      |
|                  | ARO FOR PAINT SYSTEM #671                                             |                                         |            |         |                               |
| 2084             | ,                                                                     | OKES WELDING                            | 38.00      |         | 07/01/21                      |
| 2084             | BELT FOR CEMETERY MOWER<br>12/21 AP 06/08/21 0000000 SU               | PERIOR WELDING SUPPLY                   | 456.62     |         | 07/01/21                      |
| 2004             | CUTTING AND WELDING SUPPL                                             |                                         |            |         | 0.70-7                        |
| 2084             | 12/21 AP 06/08/21 0000000 SU                                          | PERIOR WELDING SUPPLY                   | 227,58     |         | 07/01/21                      |
|                  | CUTTING AND WELDING SUPPL                                             |                                         |            |         |                               |
| 2073             | ,,,,                                                                  | WSON PRODUCTS, INC.                     | 826.62     |         | 07/01/21                      |
| 2073             | MISC SHOP SUPPLIES<br>12/21 AP 06/07/21 0000000 0'                    | DONNELL ACE HARDWARE                    | 1.46       |         | 07/01/21                      |
| 2073             | MISC BOLT FOR RECYCLING                                               | CENTER                                  | 1.40       |         | 07,01,21                      |
| 2084             |                                                                       | & C WELDING & SANDBLASTING              | 360.10     |         | 07/01/21                      |
|                  | STEEL FOR MOWER GUARDS                                                |                                         |            |         |                               |
| 2084             |                                                                       | PA AUTO PARTS                           | 42,803.29  |         | 07/01/21                      |
|                  | PARTS & EXPENSES MAY'21                                               | THE THE                                 | 608.08     |         | 07/01/21                      |
| 2084             | 12/21 AP 05/21/21 0000000 TO<br>BATTERY CHARGER #FD511                | YNE, INC.                               | 000.00     |         | 07/01/21                      |
| 2084             |                                                                       | YNE, INC.                               | 614.00     |         | 07/01/21                      |
|                  | BOOSTER LINE FD561                                                    | ,                                       |            |         |                               |
| 2084             | ,                                                                     | YNE, INC.                               | 374.25     |         | 07/01/21                      |
|                  | DOOR HANDLE FD502                                                     |                                         |            |         |                               |
|                  | ACCOUNT TOTAL                                                         |                                         | 46,775.34  | .00     | 46,775.34                     |
|                  | ACCOONT TOTAL                                                         |                                         | 20,,,,,,,, | 05.117  | ,                             |
|                  |                                                                       |                                         |            |         |                               |
|                  | -446.86-12 REPAIR & MAINTENANCE / To                                  |                                         | 35.00      |         | 07/01/21                      |
| 2073             | 12/21 AP 06/03/21 0000000 CI<br>SHOP TOWELS                           | TY LAUNDERING CO.                       | 35.00      |         | 07/01/21                      |
|                  | SHOP TOWELS                                                           |                                         |            |         |                               |
|                  | ACCOUNT TOTAL                                                         |                                         | 35.00      | 00      | 35.00                         |
|                  |                                                                       |                                         |            |         |                               |
|                  |                                                                       |                                         |            |         |                               |
|                  | -446.86-15 REPAIR & MAINTENANCE / T                                   |                                         | 303.35     |         | 07/01/21                      |
| 2084             | 12/21 AP 05/31/21 0000000 NA<br>PARTS & EXPENSES MAY'21               | PA AUTO PARTS                           | 303.35     |         | 07/01/21                      |
|                  | PARIS & EXPENSES MAI 21                                               |                                         |            |         |                               |
|                  | ACCOUNT TOTAL                                                         |                                         | 303.35     |         | 303.35                        |
|                  |                                                                       |                                         |            |         |                               |
|                  |                                                                       | n Admiru                                |            |         |                               |
| 685-6698<br>2102 | 3-446.87-08 RENTALS / WORK BY OUTSID:<br>12/21 AP 06/17/21 0000000 AL |                                         | 273.20     |         | 07/01/21                      |
| 2102             | #289 PROGRAMMING ECU                                                  | TORFER INC.                             | 273.20     |         | 07701711                      |
| 2084             | 12/21 AP 06/16/21 0000000 WI                                          | THAM AUTO CENTERS                       | 108.50     |         | 07/01/21                      |
|                  | ALIGNMENT PD01                                                        |                                         |            |         |                               |
| 2084             | 12/21 AP 06/04/21 0000000 PO                                          | LK'S LOCK SERVICE, INC.                 | 40.00      |         | 07/01/21                      |
| 0.004            | SPARE KEY CUT                                                         | DWECH OVERVEAD CRANE                    | 423.52     |         | 07/01/21                      |
| 2084             | 12/21 AP 05/28/21 0000000 MI                                          | DWEST OVERHEAD CRANE                    | 423.32     |         | 0//01/21                      |
|                  |                                                                       |                                         |            |         |                               |

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FUND TOTAL

CITY OF CEDAR FALLS

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FUND 686 PAYROLL FUND

FUND 687 WORKERS COMPENSATION FUND

FUND 688 LTD INSURANCE FUND

FUND 689 LIABILITY INSURANCE FUND

FUND 724 TRUST & AGENCY

FUND 727 GREENWOOD CEMETERY P-CARE

FUND 728 FAIRVIEW CEMETERY P-CARE

FUND 729 HILLSIDE CEMETERY P-CARE

FUND 790 FLOOD LEVY

GRAND TOTAL 1,254,789.79 10,658.41 1,244,131.38

89,867.98

89,867.98

.00