



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 01, 2022
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular meeting of July 18, 2022.

Agenda Revisions

Special Presentations

2. Proclamation recognizing August 2022 as Gastroparesis Awareness Month.

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

Special Order of Business

3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Sidewalk Assessment Project - Zone 5.
 - a) Receive and file proof of publication of notice of hearing. (Notice published July 22, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Sidewalk Assessment Project - Zone 5.

Old Business:

4. Pass Ordinance #3014, amending Section 26-118 of the Code of Ordinances by removing certain property located at 2209 North Union Road from the R-1, Residence District and placing the same in the A-1, Agricultural District, upon its second consideration.

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

5. Receive and file the City Council Standing Committee minutes of July 18, 2022 relative to the following items:
 - a) City Council Meeting Procedures.
 - b) Cedar Falls Rotary Memorial Plaza – West 1st Street.
 - c) Private Shared Parking Requirements.
 - d) West 12th Street Speed Limit – Barnett Drive to Union Road.

6. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Charles Blair-Broeker, Library Board of Trustees, term ending 06/30/2028.
7. Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Public Safety Officer.
8. Receive and file Departmental Monthly Reports of June 2022.
9. Approve the following applications for beer permits and liquor licenses:
 - a) Vintage Iron, 104 Main Street, Class B wine – renewal.
 - b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
 - c) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.
 - d) The Black Hawk Hotel/Bar Winslow/Carter House Market & Cafe, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
 - e) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
 - f) David’s Taphouse and Dumplings, 200 West 1st Street, Class C liquor – renewal.
 - g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
 - h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 12-13, August 19-20, August 26-27, September 9-10, & September 23-24, 2022)
 - i) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 1- October 1,2022)
 - j) Fast Track Racing, 200 block West 2nd Street, Class B beer & outdoor service - 5-day permit.
 - k) The Library, 2222 College Street, Class C liquor & outdoor service - new - change in ownership.

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

10. Resolution approving and adopting revised City Council Meeting Procedures.
11. Resolution approving and adopting amendments to the City’s Accounting Policies and Procedures and Purchasing Manual.
12. Resolution approving and authorizing execution of a Second Amendment to Agreement for Professional Services with Operation Threshold for Community Development Block Grant (CDGB-CV3 funding relative to the CARES Act.
13. Resolution approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG) funding project delivery.
14. Resolution approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration and technical services for activities relative to FY2023 (FFY2022) HOME Investment Partnership Program funding project delivery.
15. Resolution approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a financial institution to be located at 1000 Brandilynn Boulevard.
16. Resolution approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2022 University Avenue Bio Cells Project.
17. Resolution approving and accepting the contract and bond of Blacktop Service Company for the 2022 Seal Coat Project.
18. Resolution receiving and filing the bids, and approving and accepting the bid of Peterson Contractors, in the amount of \$2,699,537.74, being the only bid received for the Olive Street Box Culvert Replacement Project.

- [19.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC for additional services relative to the Center Street Corridor Streetscape Project.
- [20.](#) Resolution approving and authorizing execution of thirty Owner Purchase Agreements, and approving and accepting thirty Temporary Construction Easements, in conjunction with the Main Street Reconstruction (6th Street to University) Project.
- [21.](#) Resolution approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgange Station.
- [22.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Ritland+Kuiper Landscape Architects for design services relative to the Seerley Park Improvements Project.

Ordinances:

- [23.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to electric vehicle (EV) charging parking spaces, upon its first consideration.

Allow Bills and Claims

- [24.](#) Allow Bills and Claims for August 1, 2022.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**COMMUNITY CENTER
CEDAR FALLS, IOWA, JULY 18, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:30 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None.

53893 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of July 5, 2022 be approved as presented and ordered of record. Motion carried unanimously.

53894 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that item #2 under Special Presentations was being removed from the agenda.

53895 - Mayor introduced Colonel Garrett Gingrich who spoke about the Ironman Battalion and accepted the proclamation that was presented at the July 5, 2022 City Council Meeting.

Rosemary Beach, 5018 Sage Road, commented on the need for convenient public restrooms in the Downtown area and requested a taskforce to complete a study. She also commented on the speed limit on South Main and asked for a review from University Avenue to the Western Home Community, requesting one speed limit for the entire length of the roadway.

52896 - It was moved by Kruse and seconded by Harding to receive and file bids received for the sale of \$3,860,000 General Obligation Loan Notes, Series 2022. Following a brief summary of the proposed sale and comments on the City's AAA bond rating by Jon Burmeister, PFM Financial Advisors, LLC, the motion carried unanimously.

52897 - It was moved by Kruse and seconded by Harding that Resolution #22,858, directing the sale of \$3,860,000 General Obligation Loan Notes, Series 2022, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,858 duly passed and adopted.

53898 - Mayor Green announced the continuation of the public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium. Planner III Pezley provided a brief summary of the proposed plan in response to Council concerns. There being no one else present to speak about the proposed plan, the Mayor declared the hearing closed and passed to the next order of business.

53899 - It was moved by Harding and seconded by Dunn that Resolution #22,859,

approving the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium, be adopted. Following questions and comments by Councilmembers deBuhr, Harding, Kruse, Sires and Schultz, and responses by Community Development Director Sheetz and Planner III Pezley, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,859 duly passed and adopted.

- 53900 - Mayor Green announced that in accordance with the public notice of July 11, 2022, this was the time and place for a public hearing on the Status of Funded Activities for the State Award of Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53901 - The Mayor then asked if there were any written communications filed on the status of funded activities. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the status of activities and description of remaining work. There being no one else present wishing to speak about the status of funded activities, the Mayor declared the hearing closed and passed to the next order of business.
- 53902 - It was moved by Harding and seconded by Dunn that Resolution #22,860, approving the Status of Funded Activities for the State Award of Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act, be adopted. Following a question by Mayor Green and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion Carried. The Mayor then declared Resolution #22,860 duly passed and adopted.
- 53903 - Mayor Green announced that in accordance with the public notice of July 8, 2022, this was the time and place for a public hearing on the proposed rezoning from R-1, Residence District to A-1, Agricultural District of property located at 2209 North Union Road. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53904 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Weintraut provided a brief summary of the proposed rezoning. There being no one else present wishing to speak about the proposed rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 53905 - It was moved by Kruse and seconded by Harding that Ordinance #3014, amending Section 26-118 of the Code of Ordinances by removing certain

property located at 2209 North Union Road from the R-1, Residence District and placing the same in the A-1, Agricultural District, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion carried.

- 53906 - Mayor Green announced that in accordance with the public notice of July 6, 2022, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT). It was then moved by Harding and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53907 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a brief summary of the proposal. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 53908 - It was moved by deBuhr and seconded by Harding that an ordinance, amending Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT), be passed upon its first consideration. Following questions by Councilmembers Harding and Kruse, and responses by City Attorney Rogers and Planning & Community Services Manager Howard, it was moved by Kruse and seconded by Sires to petition the Planning & Zoning Commission to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196, C.2.b. Following comments and questions by Councilmembers deBuhr, Kruse, Dunn, Harding and Sires, and responses by Howard, it was moved by Harding to call the question on the original motion. Motion failed 3-4, with deBuhr, Kruse, Ganfield and Sires voting Nay. Following comments by Mayor Green, and questions and comments by Councilmembers deBuhr, Kruse, Harding, Dunn and Schultz, the Mayor put the question on the motion to petition the Planning & Zoning Commission. Motion carried 4-3, with Dunn, Schultz and Harding voting Nay.
- 53909 - It was moved by Ganfield and seconded by Harding that Ordinance #3013, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of South Lawn Road, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion carried. The Mayor then declared Ordinance #3013 duly passed and adopted.

53910 - It was moved by Ganfield and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

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

- a) Tori Hale, Community Center & Senior Services Board, term ending 06/30/2024.
- b) Lorene Hosler, Community Center & Senior Services Board, term ending 06/30/2025.

Receive and file the following resignation of members from Boards and Commissions:

- a) Sarah Corkery, Parks & Recreation Commission.

Receive and file communications from the Civil Service Commission relative to the following certified lists:

- a) Cultural Programs Supervisor.
- b) Information Systems Technician I.
- c) Public Works & Parks Supervisor.

Approve the following applications for beer permits and liquor licenses:

- a) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
- b) Smokin Oak Wood Fired Pizza, 1525 West Ridgeway Avenue, Class B beer – renewal.
- c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- d) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- e) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- f) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- g) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (September 3-4, 2022)

Motion carried unanimously.

53911 - It was moved by deBuhr and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,861, approving and authorizing execution of a Cooperative Agreement with the Iowa Civil Rights Commission for FY23.

Resolution #22,862, approving and authorizing execution of a Service/Product Agreement with Amperage Marketing relative to FY23 Digital Advertising.

Resolution #22,863, approving and authorizing execution of a Red House Studio Lease relative to the use of 224 West Seerley Boulevard as artist studio space, in conjunction with the Hearst Center’s Visiting Artist Program.

Resolution #22,864, approving and authorizing execution of a Subrecipient

Agreement for Federally Funded Project with Operation Threshold for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,865, approving and authorizing the expenditure of funds for the purchase of two polymer mixing pumps for biosolids handling operations of the Water Reclamation Division.

Resolution #22,866, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Snyder & Associates, Inc. for administration and design services relative to the Oak Park Boulevard Sewer Replacement Project.

Resolution #22,867, approving and authorizing execution of twenty-three Owner Purchase Agreements, and approving and accepting twenty-three Temporary Construction Easements, in conjunction with the Main Street Reconstruction (6th Street to University) Project.

Resolution #22,868, receiving and filing, and setting August 1, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 Sidewalk Assessment Project - Zone 5.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion carried. The Mayor then declared Resolutions #22,861 through #22,868 duly passed and adopted.

- 53912 - It was moved by Harding and seconded by Dunn that Resolution #22,869, approving and authorizing execution of an Agreement with the University of Northern Iowa relative to a City Employee Climate Survey, be adopted. Following questions and comments by Councilmembers Sires, Kruse, Harding, Dunn and Ganfield, and responses by Human Resources Manager Schindel, City Attorney Rogers, City Administrator Gaines and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion Carried. The Mayor then declared Resolution #22,869 duly passed and adopted.
- 53913- It was moved by Kruse and seconded by Harding that Resolution #22,870, approving and authorizing execution of a Master Service Agreement with Heartland Business Systems, LLC relative to migration of the City's computer network to Microsoft 365, be adopted. Following questions by Councilmembers Harding and Kruse, and responses by Information Systems Manager Sorensen, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion Carried. The Mayor then declared Resolution #22,870 duly passed and adopted.
- 53914 - It was moved by Kruse and seconded by Harding that Resolution #22,871, approving and authorizing execution of a Service/Product Agreement with

Inteconnex relative to replacement of the City's door access control systems, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion Carried. The Mayor then declared Resolution #22,871 duly passed and adopted.

53915 - It was moved by Kruse and seconded by Harding that the bills and claims of July 18, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion carried.

53916 - Following comments by City Administrator Gaines, it was moved by Sires and seconded by Kruse to direct staff to request from UNI, an amendment to the Employee Climate Survey, that would include former full-time employees who left the City two years ago from July 1, 2022, to be considered as a separate set of data from current employees, and indicating the relevance of the data. Following comments by Councilmembers Harding, deBuhr, Kruse and Dunn, and responses by Gaines, the motion carried 6-1, with Dunn voting Nay.

It was moved by Ganfield and seconded by Kruse to refer to the Community Relations & Planning Committee a discussion to determine if a public restroom study downtown is warranted. Motion carried unanimously.

53917 - Community Development Director Sheetz responded to a request by Councilmember Dunn for an update on the Cedar River Project. Sheetz also responded to a question by Mayor Green.

53918 - It was moved by Kruse and seconded by Ganfield to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse, Harding. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 9:23 P.M.

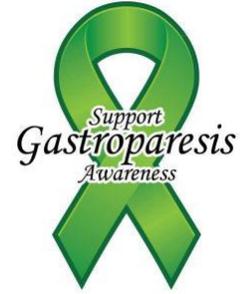
Mayor Green reconvened the Council meeting at 9:58 P.M.

53919 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:59 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



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



GASTROPARESIS AWARENESS MONTH

August 2022

WHEREAS, Gastroparesis is a paralysis of the stomach which causes extreme pain, nausea, vomiting, early satiety, and can lead to serious complications such as malnourishment, dehydration, extreme weight loss, overwhelming fatigue, a severe decrease in quality of life, and in some cases, even death; and

WHEREAS, Gastroparesis is a chronic illness affecting more than 5 million people in the United States, yet public awareness and medical understanding of this condition is severely lacking; and

WHEREAS, no known cure exists for Gastroparesis, and the few treatment options available can lead to even more serious complications such as sepsis; and

WHEREAS, those affected by Gastroparesis seek more research, additional treatment options and effective medications, better patient support, and hope for a future free of the constant suffering and pain; and

WHEREAS, the people of Cedar Falls can benefit from increased awareness of the devastating effects of Gastroparesis for the good of public health and to better support those inflicted with this disorder;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate August 2022 as **Gastroparesis Awareness Month** in Cedar Falls, and I do hereby encourage residents to learn about Gastroparesis and to seek out ways to support our neighbors who suffer from this debilitating illness.



Signed this 11th day of July, 2022.

Mayor Robert M. Green



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM *Engineering Division*

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 1, 2022

SUBJECT: 2022 Sidewalk Assessment Project – Zone 5
 City Project Number: SW-000-3293
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 Sidewalk Assessment Project – Zone 5.

This project involves the replacement of deficient sidewalk adjacent to various property owners. The project will replace the deficient sidewalk for the adjacent property owner and assess the cost of replacement to the property owner.

Once the replacement has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice of bill in the mail 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 fails to pay the bill in 30 days, the cost of replacement will be applied to the property owners' property taxes.

The total estimated cost for the construction of this project is \$40,591.00.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications and Estimate of Costs and Quantities for the 2022 Sidewalk Assessment Project – Zone 5.

xc: Chase Schrage, Director of Public Works
 Brett Armstrong, Civil Engineer I

BID TABULATION						
2022 SIDEWALK ASSESSMENT PROJECT						
CITY PROJECT NO. SW - 000 - 3293						
Base Bid						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF SITE TOPSOIL	C.Y.	\$100.00	17.25	\$ 1,725.00
2	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$40.00	217.1	\$ 8,684.00
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$80.00	209.90	\$ 16,792.00
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$150.00	7.20	\$ 1,080.00
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$10,000.00	1.0	\$ 10,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$2.50	924.0	\$ 2,310.00
TOTAL PROJECT ESTIMATE						\$40,591.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: July 11, 2022
SUBJECT: Rezoning Request 2209 N Union Road (RZ22-002)

REQUEST: Rezone property from R-1: Residence District to A-1: Agriculture District.

PETITIONER: Kel-Mar, LC (Shawn and Paula Kelly)

LOCATION: 2209 N. Union Road

PROPOSAL

The proposal is to rezone approximately 0.98 acre portion of the property located at 2209 N Union Road, formerly the Martyrs Retreat, and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 N Union Road from the R-1: Residence District, to A-1: Agriculture District.

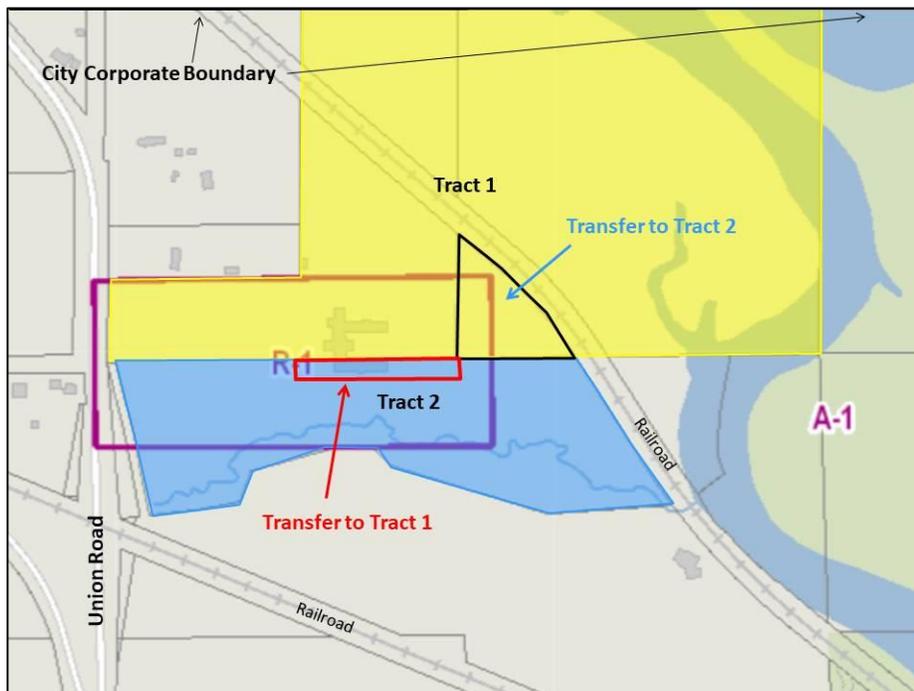
BACKGROUND

This property was established as the American Martyrs Retreat House by the Archdiocese of Dubuque in 1960. The property was annexed into Cedar Falls in 1971 at which time a 1,450' x 600' area was zoned to R-1 to accommodate the existing private institutional use, which was not permitted in an agriculture district. In 2019, the facility closed and Mr. Kelly purchased both tracts.

In February 2021, Mr. Kelly approached the City with a request rezone Tract 2 (shown in blue on the next page and attached zoning illustration) and the portion of Martyrs Retreat property, Tract 1 (outlined in black), to R-1 to create a buildable lot for the construction of a new residential structure. However, this was not possible, because in order to rezone the property to R-1, city services would have to be extended to the lot per City Code requirement. The nearest available utilities are greater than 2,000 feet to the south and the existing railroad right-of-way would make extending the utilities cost-prohibitive.

In March 2021, staff set up a meeting to discuss possible options that would allow the owner to achieve their goal of building one house on the property. At that meeting, staff suggested

exploring the possibility for reconfiguring the existing parcel lines with plats of survey. Research by Mr. Kelly's surveyor identified two existing lots of record, which could be reconfigured to allow a house to be built in the desired location overlooking the Cedar River. This reconfiguration of the lots of record involve two plats of survey: a transfer of the portion of Tract 1 outlined in black to Tract 2; and the transfer of the portion of Tract 2 outlined in red, which contains the existing Martyrs Retreat building, to Tract 1. The condition for a plat of survey is that no new building lots can be created nor can the transfer area constitute more than 25 percent of a parcel after the transfer takes place. Staff also recommended rezoning the portion of the property not associated with the Martyrs Retreat building from R-1 Residential to A-1, Agricultural District, both to acknowledge the lack of city services and so that zoning boundaries coincide with the new parcel lines created with the plats of survey. In other words, the proposed rezoning will clean up the split zoning on these tracts.



In February 2022, VJ Engineering, Mr. Kelly's surveyor, requested further discussion about the next steps for the rezoning. Staff recommended completing a plat of Survey for Parcel 'E' to define the area involved in the request to rezone from R-1 to A-1. As part of the approval of the plats of survey for the property, staff recommended Tract 2 share access from N. Union Road with the Martyrs Retreat property and a note be added to the plats of survey stating no building permits can be issued for the transfer areas unless merged with the receiving parcels. Cedar Falls Utilities requested utility easements be dedicated for electric and communication services and that all existing utility easements be maintained. Staff also recommended a meeting with Mr. Kelly to discuss the future use of the Martyrs Retreat property.

On April 18, 2022, the applicant's surveyor submitted a plat of survey for Tract 2 and a survey showing the location of easements for both utilities and access.

On May 9th 2022, staff met with Mr. Kelly and his daughter to finalize the documentation needed for the rezoning and to discuss future options for the Martyrs Retreat property. The owners do not have any immediate plans for re-use of the Martyrs Retreat building, but the recent zoning code amendment that allows consideration of requests for alternative uses of

defunct institutional buildings will provide more flexibility for an appropriate adaptive re-use of the building with Board of Adjustment approval of a conditional use permit. In the meantime, the owner has acknowledged that any re-use of the building must be approved by the City according to City Code requirements and that the property will not be used for residential purposes.

ANALYSIS

CURRENT ZONING

R-1 Residence District and A-1 Agriculture District

The R-1 Residence District allows one and two unit dwellings and a limited number of other uses, including private institutional or community recreation centers; however, all subdivision of property in the R-1 Residence District requires the installation of public sewer and water.

The purpose of the A-1 Agriculture District is to act as a “holding zone” in areas of the city that are undeveloped and not served by essential municipal services.

PROPOSED ZONING

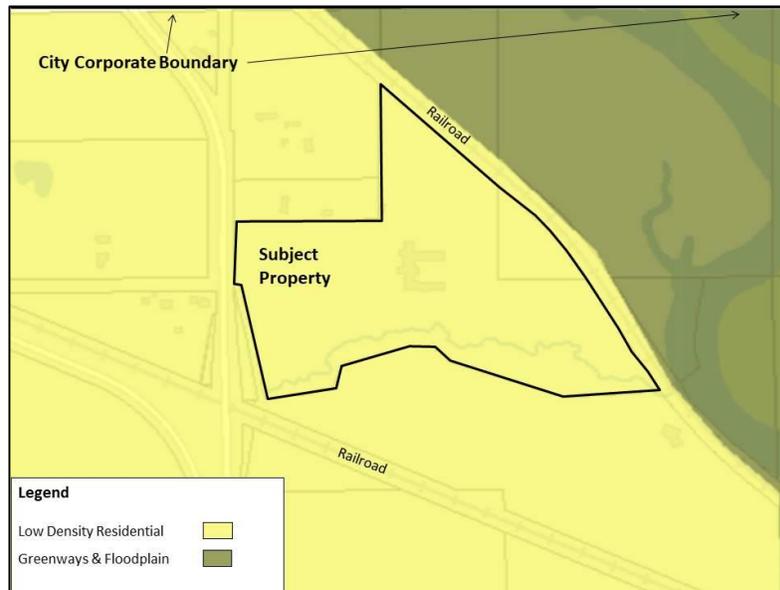
The request is to downzone approximately 0.98 acre of land at 2209 N Union Road and 8.86 acres on the adjacent tract to the south from the R-1 Residence zoning district to A-1 Agriculture. The requested change will place those portions of the reconfigured parcel that do not have adequate services available back into the “holding zone” and clean up the split zoning on the parcel. The remaining R-1 zoned area where the Martyrs Retreat building is located will remain zoned R-1 to allow the potential for an adaptive reuse of the building under the R-1 standards.

The A-1 district allows no more than one single-unit or one two-unit residential dwelling in the following circumstances:

1. as an incidental use to a permitted agriculture use, such as growing crops, grain, and limited animal production (20 acres minimum lot area) or
2. if located on a lot of record as of August 1, 1979 with a minimum lot area of three acres. The existing Tract 2 (see image above) is considered a lot of record, so it would be allowed one single-unit dwelling, as proposed by the applicant.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies this entire property and the properties south of the rail line as Low Density Residential. The characteristics of this designation include an emphasis on single-family residential forms and civic uses. The intent is that at build-out development is provided a full range of municipal services (see map next page). Staff finds that the proposed rezoning is consistent with the Comprehensive Plan as the long term goal is for low density residential development. At this time, however, the A-1 Zoning is appropriate to acknowledge the lack of city services.



ACCESS TO PUBLIC SERVICES

The property is located in an area of the city where public services are not currently available and it is difficult to extend water and sewer because of the railroad right-of-way. This lack of services indicates that the A-1 Agricultural District is an appropriate zoning district, because it is considered a holding zone until adequate city services are extended to allow for residential development at an urban density.

ACCESS TO ADEQUATE STREET NETWORK

The property currently has access from N. Union Road. There will be no new streets proposed to serve this area until city services are available. Therefore, the request to downzone the property from R-1 to A-1 is warranted and will keep traffic volumes low. A single private drive that shares the street access point with the Martyrs Retreat property will serve the proposed single unit dwelling. With the new zoning, no additional development can occur beyond the construction of the one residential dwelling proposed.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request. A notice of Public hearing was published in the Courier on June 15, 2022

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, has no concerns with the proposed rezoning request. The two plats of survey that reconfigure the parcel lines to coincide with the proposed zoning boundaries can be approved administratively by the Zoning Administrator, per the City Subdivision Code regulations.

STAFF RECOMMENDATION

The Community Development recommends approval of RZ22-002, A request to rezone approximately 0.98 acre portion of the property located at 2209 N Union Road, formerly the Martyrs Retreat, and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 N Union Road from the R-1: Residence District, to A-1: Agriculture District.

PLANNING & ZONING COMMISSION

Introduction
6/8/2022

Chair Leeper introduced the item and Mr. Weintraut provided background information. He explained that this is a request to rezone approximately 9.94 acres of the Martyrs Retreat and a parcel to the south property from R-1, Residential to A-1, Agricultural, which would allow for one residence to be built on the tract of land. No further residential development would be allowed. The new zoning boundaries will then match the lot boundaries. Staff recommends that comments be gathered from the Planning and Zoning Commission and the public and a public hearing be set for the next Commission meeting on June 22.

Mr. Holst made a motion to move the item forward to public hearing. Ms. Saul seconded the motion. The motion was approved unanimously with 9 ayes (Crisman, Grybovych, Hartley, Holst, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

Discussion
& Vote
6/22/2022

The first item of business was a public hearing regarding a rezoning request for 2209 North Union Road. Acting Chair Hartley introduced the item and Mr. Weintraut provided background information. He stated that the request is to rezone approximately 9.94 acres of land located at 2209 North Union Road and displayed a rendering of the location and rezoning plat. The petitioner would like to rezone the area from R-1, Residential to A-1, Agriculture to allow for the addition of one residential structure.

Ms. Saul made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Holst, Larson, Lynch and Saul), and 0 nays.

Attachments:

- Location Map
- Rezoning Plat
- Zoning Illustration
- Letter of Request
- Published Public Notice

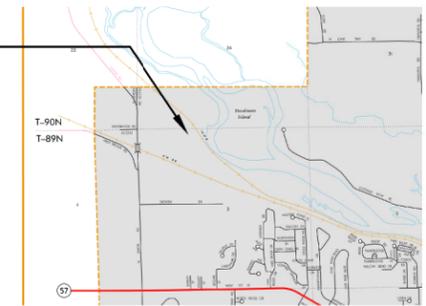
Rezoning Plat

R-1, Residential to A-1, Agricultural
 Kel-Mar, LC, 2209 N. Union Road

Legal Description of land to be rezoned from R-1 to A-1:

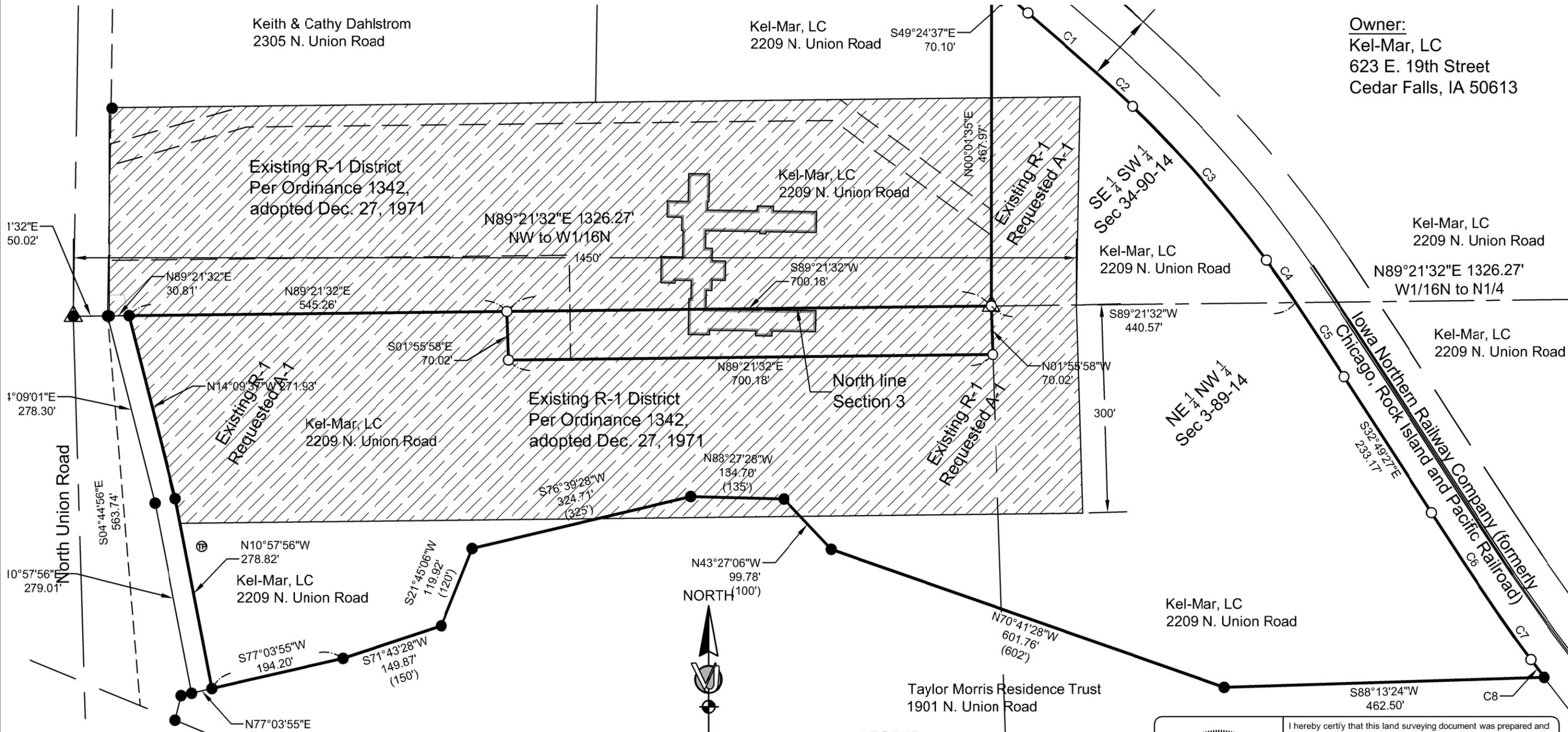
The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34), Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder .

Rezone Request



Owner:

Kel-Mar, LC
 623 E. 19th Street
 Cedar Falls, IA 50613



- Notes:**
- 1.) All dimensions are in US Survey feet and decimals thereof.
 - 2.) Proprietor: Kel-Mar, LC, 623 E. 19th Street, Cedar Falls, IA



LEGEND

EXISTING R-1 ZONING

REQUESTED A-1 ZONING

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 Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S. DATE _____

License number 12088
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: _____

Item 4.	date
revisions	
scale	1"=150'
drawn by	WJL
date	5/9/2022
VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829	
R-1 Rezoning Request Kel Mar LC 2209 N Union Road 218002	

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 9.94 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE R-1, RESIDENCE DISTRICT AND ADDING IT TO THE A-1, AGRICULTURAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately a 0.98 acre portion of the property located at 2209 North Union Road and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 North Union Road from the R-1: Residence District, to A-1, Agricultural District: and

WHEREAS, said A-1, Agricultural District allows for the establishment a single-unit residential dwelling on a lot of record as of August 1, 1979 and recognizes the A-1: Agriculture District as a holding district for property(s) until services are available; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the A-1, Agricultural District; and

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning under case #RZ22-002; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; and

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

Section 1. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property legally described below, as now being in the A-1, Agricultural District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW ¼) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5TH) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW ¼) of Section Thirty-four (34) Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of Land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder.

INTRODUCED: _____ July 18, 2022

PASSED 1ST CONSIDERATION: _____ July 18, 2022

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

Community Center

July 18, 2022

Item 5.

The meeting of Standing Committees met at the Community Center at 5:36 p.m. on July 18, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Simon Harding, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Administration Committee:

Chair Dunn called the meeting to order and introduced the only item on the Administration Committee agenda, City Council Meeting Procedures and introduced Mayor Green. Mayor Green gave a brief overview of the two additional change requests for Council Meeting Procedures. Chair Dunn opened for questions from Council; Councilmembers discussed changes and came to the consensus on the below items.

1. Rename the Standing Committees to: Administration, Finance & Business Operations, Public Safety, Community Development, Public Works and Committee of the Whole.
2. Limit on remarks (Rule 4.14) – Consensus: each member shall limit remarks to a reasonable length. Remove, as determined by the presiding officer.
3. Council referrals presented in writing (Rule 8.2) - Consensus is to change to: Except for the exigent circumstances in Rule 8.4, all council referrals requests should (instead of shall) be provided to the City Clerk in writing no later than 5:00 pm on the Monday prior to the next regular council meeting. The request should (instead of shall) contain sufficient information to enable the council to determine if the request merits referral to a council standing committee, a city board or commission, or to staff for further consideration.

Community Relations & Planning Committee:

Chair Ganfield introduced the first item on the Community Relations & Planning Committee agenda, Cedar Falls Rotary Memorial Plaza – West 1st Street and introduced Mike Butler & Gale Bonsall. Mr. Butler & Mr. Bonsall stated the Rotary will be turning 100, February 2024. The Rotary would like to celebrate with a bike path and memorial to Essential Workers between the Little Red School House and the Behrens Rapps Station on First Street. Materials will be paid for by Rotary fundraising. Mr. Butler & Mr. Bonsall stated the levee will be avoided, 2-3 trees may need to be removed and the current signs and bench will be relocated. Councilmembers discussed concerns with removal of the trees; consensus by Council was to recommend to staff to work with CF Rotary on the project and save the trees if possible but shall replace any trees that are removed.

Chair Ganfield introduced the second item on the Community Relations & Planning Committee agenda, Private Shared Parking Requirements and introduced Karen Howard, Planning & Community Services Manager. Ms. Howard gave an overview of current zoning regulations for off-site shared parking options, on-street parking as shared parking and time of day rules for shared parking. Councilmembers discussed concerns with 600' walking distance in the shared parking section and on-street public parking directly abutting the project site counting toward the shared parking requirement. Council discussed various other potential distances that might be acceptable. Councilmembers consensus is to refer the shared parking regulations to the Planning & Zoning Commission, with consideration including but not limited to the location and time of day rules for shared parking in Downtown.

Public Works Committee:

Chair Schultz introduced the only item on the Public Works Committee, West 12th Street Speed Limit – Barnett Drive to Union Road and introduced David Wicke, City Engineer. Mr. Wicke informed Councilmembers of the traffic study that is being conducted between Barnett Drive to Union Road. The posted speed limit is 45 mph, the 2007 data shows the 85th percentile of speed (safest % of speed that motorist feel comfortable traveling) at 47.82 mph (Westbound), 49.28 mph (Eastbound) and in 2018 data shows the 85th percentile at 46.87 mph (Westbound), 43.37 mph (Eastbound). Mr. Wicke stated within the last 10 years 6 accidents have occurred and if a significant decrease or increase is implemented and the 85th percentile is not factored in this decision could impact accidents to increase or decrease on this minor arterial roadway. In 2009 around 2,400 motorist per day traveled this roadway and in 2017 around 2,500 motorist per day. Mr. Wicke stated data of the traffic study should be complete within 2-4 weeks, pending acceptable data. Councilmembers discussed crosswalks, volume of motorists, different radar trailers and requested a radar trailer be placed on 12th Street when school starts. Councilmembers consensus is for staff to present data/report when traffic study is complete.

Meeting adjourned at 7:19 p.m.

Minutes by Kim Kerr, Administrative Supervisor



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: July 26, 2022

SUBJECT: Reappointment to the Library Board of Trustees

REF: Code of Ordinances, City of Cedar Falls §2-407

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Charles Blair-Broeker for reappointment to the Library Board of Trustees for a six-year term ending June 30, 2028.
2. Please contact me with any questions you may have about this re-appointment.

Xc: City Administrator
Director, Finance and Business Operations
Library Director

###

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 20, 2022

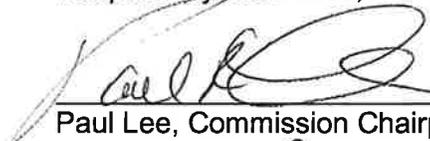
Honorable Mayor Green and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Green and City Council Members:

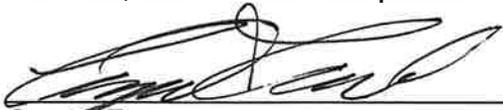
The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing process and instruments for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their combined weighted average test scores, applicable Veteran's Preference scores, and total combined average scores with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Kye Richter	361		361
2	Samuel Gingrich	327		327
3	Cory Brucker	321		321
4	Zachary DePriest	301		301

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Civil Service Records,
Craig Berte, Director of Public Safety
Mark Howard, Assistant Director of Public Safety/Police Chief



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: July 25, 2022
SUBJECT: Departmental Monthly Reports Submission – June 2022

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

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

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



June 2022

JUNE 2022 MONTHLY REPORTS
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**FINANCIAL SERVICES
JUNE 2022**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$34,026,370 invested in CD's and \$68,000,000 in a liquid money market.

The FY22 Cash Management report was presented to the Committee of the Whole on June 6th. The report outlines the fund balances for the City's major funds and projects balances and investments for FY23.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$1,631,000.00
CD's Purchased	6	\$16,221,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$32,000,000.00
CD/Investment Interest		\$87,807.15

FY22 Audit

Work began on the FY2022 Financial Audit in June and will continue through October. During the last week of June, financial services staff completed supply inventories with all of the departments in the City. The inventory will be included in the FY22 audit.

Miscellaneous Financial Activities

For June, 109 payroll checks and 751 direct deposits were processed. Accounts receivable were processed and 262 invoices were mailed out to customers. 3,158 transactions for accounts payable were processed and approved by the City Council for payment and 603 checks were mailed out to vendors. CY2021 employee salaries were published in the Courier according to Iowa Code.

FINANCE & BUSINESS OPERATIONS

HUMAN RESOURCES
June 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held June 1st and 8th
- Public Entity Insurance renewal approved and bound
- Annual Firefighter physicals completed
- Reviewed four contracts/agreements for required insurance
- Review and follow-up of fifteen public event permits
- The job classification for DEI Specialist position was approved by City Council on June 20th
- The Public Works & Parks Supervisor job classification was approved by City Council on June 6th
- Union seniority lists were updated and provided to the Teamsters Business Representatives in compliance with union contract requirements
- Public Sector Community Service Best Practices Training was offered to all employees
- Recruitment/Employment tasks related to:
 - FT positions: Building Inspector (Residential), Community Services Coordinator, Cultural Programs Supervisor, Engineering Technician II, Information Systems Technician I, Land Surveyor, Public Safety Director, Public Safety Officer, and Public Works & Parks Supervisor
 - PT positions: Administrative Assistant, Community Service Officer, Financial Clerk, Laborer, Library Assistants (Reference), Library Intern, and Office Assistant (V&T)
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Aquatics, Engineering Interns, Recreation Front Desk, Recreation Programming, Hearst Front Desk Assistant, Hearst Youth Instructor, Seasonal Laborers, and contracted Custodians)

BENEFITS & COMPENSATION

- Staff submitted the FY23 Wellmark Administrative Services Agreement and the FY23 Wellmark Stop Loss Policy for City Council review. Both agreements were approved at the June 20th meeting
- The City entered an agreement with National Insurance Services and Madison National Life for life and accidental death and dismemberment insurance coverage replacing the Standard Insurance Company
- City Council approved an amendment to the City's long-term disability insurance coverage with National Insurance Services and Madison National Life that reduces the City's premium rate and increased the maximum annualized covered salary
- Health and Dental open enrollment and enrollment changes were received from employees and processed with Wellmark and Delta Dental for July 1, 2022 start date. Delta Dental's plan was renewed for another year with a 5% increase.
- Link to machine readable files of health insurance information was added to the City's website as required by the Transparency in Coverage Rule
- The City's COBRA plans were renewed in WEX Health Inc.'s portal in preparation for COBRA open enrollment period
- FY23 full and part-time benefit summary updates were gathered for revisions

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the June 15 and 22 meetings were completed
- Information Systems Technician I, Public Safety Officer, and Public Works & Parks Supervisor candidates were approved to test and forwarded the testing instruments to complete and return for scoring

- The testing processes, candidate selection rubrics, questionnaires, and rating forms for the Building Inspector and DEI Specialist were forwarded to Carlson Dettmann for review and final versions of the former was approved by the Civil Service Commission. The DEI Specialist testing process and documents are expected to be approved in July.
- The DEI Specialist job classification was discussed and was approved as an “entry” position for testing
- Testing related communications were completed and a certified list was approved for Cultural Programs Supervisor

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the June 13 main Commission and June 29 Executive Committee meetings were completed
- Follow up to the May 26th Commission recruitment event was completed and preparations for new commissioner interviews began

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

Summary of projects, training and staff activities

- Library conversion to the City's Network:
 - Swapped out 20 checkout laptop hard drives for SSDs
 - Worked on getting base image for Youth Department computers
 - Set up our private wireless network for use by the library staff.
- Central Square CJIS Software Implementation
 - Meetings were attended to finalize the RMS portion of the system.
- Website Refresh and New Mobile App launch
 - Started work on the new Recreation Center website
 - Finalized mobile app and tested links, and images.
- Firehouse migration into ESO
 - Kicked off the project to migrate End of Live Software Firehouse into new ESO estimated completion date is September 1.
 - 5 years' worth of NFIRS records were exported from Firehouse and given to ESO for the migration.
 - An ESO workbook was completed in order to begin migrating data from Firehouse to the new ESO platform.
- O365 Migration
 - Met with several vendors to discuss Microsoft licensing and migration to O365
 - Filled out several questionnaires for the vendors to help them better understand our environment.
- City Hall Remodel
 - Various old cabling was cut out of the City Hall construction area to make room for new cable and allow for drywall installation.
 - Met to discuss dais needs for the council chambers.
 - Order new boxes for dias for all audio visual needs.
 - Graphic Artist began coordinating City Hall mural art piece.

Software Purchase/Installation/Upgrade Activities

- 61 software installations for 11 different departments
- Installed 6 new software for 2 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 17 new pieces of equipment purchased for 6 different departments
- 16 new equipment installations for 6 different departments

Problem Resolution Activities & Assistance Activities

- 58 problem resolution or assistant activities took place for 12 different departments

Graphic Design Activities

- Hearst Center: promotional, direct mail, and exhibition materials,
- Tourism: Iowa Travel Guide ad
- Other: website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, PS stickers, website redesign assignments, *Currents*, HRC nametags, Fireworks materials, Public Safety miscellaneous materials, Rec flier

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 7 public meetings, covered five Cedar Falls High School baseball and softball games, and 16 Sturgis Falls Events/concerts.
 - We recorded Customer Service Training for mandatory staff training and the Public Safety Recognition Awards.
- Regular productions included:
 - Aired 4 new Panther Sports Talk show.
 - Produced 3 new City News show
 - Continued planning for Public Safety recruitment video.
 - Continued weekly encoding and programming of church services for Public Access.
 - Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
 - Updated & added Community Calendar events to the Channel 15 Announcements
- Facility Upgrades
 - Worked with CFU, City staff, electricians and trenchers to devise a plan for live coverage from Overman Park for Municipal Band and Sturgis Falls, as well as a long term solution to restore conduit to Overman Park or a live path from the Overman Park.
 - Continued planning for improvements in re-wiring of city council chambers and Channel 15 studio.
 - Installed cables through City Hall basement for live coverage of Sturgis Falls Parade.
- Drone Shoots
 - Technology Parkway Expansion
 - Cedar Falls High School New Construction
 - West 18th Street Construction
 - South Main & Greenhill Roundabout Construction
 - City Hall Remodel – HVAC Installation
 - Industrial Park
 - CFU Exteriors for Heat Wave/Energy Conservation story
 - City Mural Photos: Public Safety, Public Works, Falls Aquatic Center

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Updated pavement layer for core areas
 - Assisted legal and public works with easements on Parkway Ct
 - Assisted legal with land purchase documents
 - Met with Finance and admin staff for GIS training
 - Provided Parks with a listing of private trees to be cut down
 - Assisted planning with a rezoning verification
 - Met with county and vendor staff to verify all e911 boundary layers
- Completed 3 web and database projects 2 for different departments
- Completed 3 different data requests for 3 different entities.
- Provided 19 maps for 4 different departments.
- Created 12 new addresses.

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

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 133 (this number includes both City and State tickets)

Cases Set: 6 (Traffic) 2 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 6 agreements
- Advise on municipal infraction issues; consider change to citation form
- Advise on Sewer Connection Fee District
- Advice, drafting of Council Procedural Rules changes

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

Public Records Activity

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

Responded to eight (8) requests for public records.

Licenses / Permits Processed & Issued

- 70 Pet licenses
- 9 Paw Park permits
- 2 Poultry licenses
- 16 Public Event permits
- 6 Mobile Merchant permits
- 0 Sidewalk Café permits
- 0 Tables & Chairs permit
- 10 Cemetery Interment Rights
- 18 Cigarette/Tobacco/Nicotine/Vapor permits
- 19 Liquor licenses and beer/wine permits

Filed the FY2022 Lobbyist Client Report to the Iowa Legislature.

Staff attended Knowbe4 computer security, GIS, and Best Practices Training.

The unemployment rates for the month of May 2022 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.4% in the U.S.

Parking Activity

Enforcement

687 Parking citations issued.
\$ 8,350.00 Citations paid.

Collection Efforts

\$ 1,440.00 Collections from delinquent parking accounts.
\$ 800.00 Vehicle immobilizations (16 vehicles).

Permits

\$ 2,595.00 Parking permits issued (43).

Parking remains free in the College Hill municipal parking lots during the months of June and July, as requested by the College Hill Partnership.

Plans are being made to designate a second electric vehicle (EV) charging space on West 2nd Street, adjacent to the current designated space. Data is showing increasing demand for these types of spaces.

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

Library Activity

Usage Statistics	April 2022	May 2022	May 2021
Customer Count	12,559	10,991	3,772
Circulation	35,109	31,353	25,154
Event Attendance	1,463	371	750

Special events in June included the following:

- Camp Co-Lab, a series of maker programs for adults
- SummerFest, a kickoff event for the summer library program. This year’s SummerFest was a carnival in the library parking lot in collaboration with the Friends of the Cedar Falls Public Library, who are celebrating their 40th anniversary this year.
- Author talk with Nate Trainor, author of *Nate’s Triumph*
- Summer Library Program for all ages

Community Center Activity

Programs at the Community Center included Walking Wednesdays walking club, cards, billiards, senior fitness classes, Tai Chi, and ceramics. Rentals in June included a stamp club, a band, and a graduation party. City meetings were held at the Community Center during the City Hall remodeling project.

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

Jun-22

Total for Month \$5,740.00
 Total for Fiscal Year \$89,969,285.00
 Total Same Month - LAST YEAR \$10,964,265.00
 Total for Fiscal Year - LAST YEAR \$185,609,764.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$2,684,369.00	\$19,523.20	82	0	\$24,659,676.00	\$181,679.85
Multi-Family New Construction								
Res Additions and Alterations	99	0	\$1,752,550.00	\$26,148.00	814	0	\$12,275,059.00	\$191,673.40
Res Garages	3	0	\$12,200.00	\$249.00	48	0	\$1,190,627.00	\$15,484.00
Commercial/Industrial New Construction					6	0	\$35,949,227.00	\$159,972.50
Commercial/Industrial Additions and Alterations	6	0	\$1,036,594.00	\$7,613.25	110	0	\$15,064,004.00	\$90,827.70
Commercial/Industrial Garages					1	0	\$85,000.00	\$1,542.40
Churches	2	0	\$144,887.00	\$1,466.00	5	0	\$401,787.00	\$3,785.00
Institutional, Schools, Public, and Utility	1	0	\$133,000.00	\$1,226.00	13	0	\$343,905.00	\$3,983.00
Agricultural/Vacant								
Plan Review	5	0	\$0.00	\$6,853.00	93	0	\$0.00	\$153,376.00
Total	123	0	\$5,763,600.00	\$63,078.45	1172	0	\$89,969,285.00	\$802,323.45

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

Jun-22

Construction Type	Monthly Summary					Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	63	0	\$0.00	\$5,708.90	588	0	\$0.00	\$53,375.90		
Mechanical	109	0	\$0.00	\$8,401.00	981	0	\$0.00	\$85,979.00		
Plumbing	64	0	\$0.00	\$4,929.50	820	0	\$0.00	\$67,472.00		
Refrigeration					8	0	\$0.00	\$870.00		
Total	236			\$19,039.40	2397			\$207,696.90		
Constructor Registrations	Monthly Summary									
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	2	0	\$0.00	\$300.00	7	0	\$0.00	\$1,050.90		
Mechanical					2	0	\$0.00	\$300.00		
Plumbing					6	0	\$0.00	\$900.00		
Refrigeration										
Total	2			\$300.00	15			\$2,250.00		
Building Totals	123	0	\$5,763,600.00	\$63,078.45	1172	0	\$89,969,285.00	\$802,323.45		
Grand Total	361	0	\$5,763,600.00	\$82,417.85	3584	0	\$89,969,285.00	\$1,012,270.35		

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

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on June 8 and June 22.

June 8, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
Kel-Mar, LC (Shawn and Paula Kelly)	Rezoning – 2209 N. Union Road (RZ22-002)	Discuss and set date of public hearing	Public hearing set for June 22, 2022
Cedar Falls City Council	Zoning Text Amendment – P&Z review of certain site plans in the CD-DT (TA22-003)	Make recommendation to City Council	Recommended approval
June 22, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
Kel-Mar, LC (Shawn and Paula Kelly)	Rezoning – 2209 N. Union Road (RZ22-002)	Make recommendation to City Council	Recommended approval

Group Rental Committee – Meetings were held on June 7 and June 21.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1803 and 1803 ½ Franklin Street	2	Chris Olsen	3/unit and 4/unit	Requested additional information	Requested additional information	
622 Seerley Blvd	1	Southgate Properties III, LLC	4/unit	4/unit	6/21/2022	
2422 Walnut Street	1	Southgate Properties III, LLC	4/unit	4/unit	6/21/2022	
2500 Walnut Street	2	Southgate Properties III, LLC	2/unit	Pending updates from Inspection	6/21/2022	
2504 Walnut Street	2	Southgate Properties III, LLC	3/unit and 2/unit	3/unit and 2/unit	6/21/2022	
2705 Walnut Street	1	Southgate Properties III, LLC	4/unit	3/unit	6/21/2022	
2404 Olive Street	2	KOG Properties LLC	1/unit and 2/unit	1/unit and 2/unit	6/21/2022	
2415 Olive Street	2	KOG Properties LLC	2/unit and 2/unit	2/unit and 2/unit	6/21/2022	

Board of Rental Housing Appeals – Meeting held on June 23, 2022

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
721 W 20 th	1	Brian Wingert	4	4 with the condition that all basement windows are compliant with access code	3	4 with the condition that all basement windows are compliant with access code

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	6/7/22	Staff presented a PowerPoint intended for Council to aid in their potential consideration to make the Bicycle and Pedestrian Advisory Committee a codified (official) board or commission. Given the options in the PowerPoint, the committee remained in favor of becoming a codified independent commission. An update was given on Bike Month activities. The committee also had some continued discussion regarding the bicycle registration program. Engineering staff gave updates on various ongoing trail and network concerns listed on the agenda.
College Hill Partnership	6/13/22	Approval of the ED Grant contract with the City. Discussion of establishing a fund for CHP at the Community Foundation. Dave Deibler as the representative to the Parking Tech Committee.
Historic Preservation Commission	6/14/22	Commission provided update on the ongoing educational project for setting up house tour around Overman Park Neighborhood, planning to do the event on August 18. Committee provided design inputs on a map and brochure for the public to reference for that tour. Commission did not have any updates on the College Hill project, at the meeting. Commission also brainstormed some ideas about City's history wall project.
Housing Commission	6/14/22	The Housing Commission Reviewed and made recommendation of approve of the FY 2023 Annual Action Plan. Discussed the Housing Needs Assessment and how the commissioners will be involved with the study

Community Main Street
Design Committee

6/24/22

Discussed the Challenge grant application that was received for “Scratch Cupcake” space revitalization. Committee also discussed the façade grant application received for “the Other Place” restaurant. Besides that, the committee provided several thoughts about “Downtown Gateway feature”. City staff provided update on the recently updated site plan application for projects in CD-DT and mentioned that, once staff received a complete application, they would share details with the committee to provide update on ongoing projects in the district.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR JUNE INCLUDED:

- The project to update the Cedar Falls Bicycle Plan is now concluded. The Plan was approved by Council on June 16.
- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing information to present to Council on the matter.
- The Cedar Falls Resilience Plan was received and filed at the June 20 Council Meeting.
- Work on updating the design and project bids for the Cedar River Recreation Project. The city received notification on June 22, the grant from Economic Development Administration was approved.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Four property owners accepted purchase offers for the North Cedar Flood Buyout.

ECONOMIC DEVELOPMENT:

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

- Prepared yearly economic development grant contracts for Community Main Street, College Hill Partnership and Grow Cedar Valley. City Council approved those contracts on 6/20/22.
- Attended Good Morning Cedar Valley meeting at VGM in Waterloo.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Amend the CARES-CV 2 contract with the State.
- Started the public review process for the FFY 22 Annual Action Plan including the Housing Commission’s review.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	526	Rent Subsidies (HAP payments)	\$94,026
New Applications Taken	22	Utility Payments	\$ 1,084
Units under Contract	201	Admin Fees	\$ 14,844
Initial Vouchers Issued	3		
Current Open Vouchers	8	Lease Up Goal	220
New Admissions	0		

Ongoing

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

ADD A DOLLAR REPORT

There were no applications received for utility assistance in June. There was a balance of \$43,332.16 as of June 31, 2022

RECREATION & COMMUNITY PROGRAMS

Monthly Report for June

Administrative:

- The Recreation and Community Programs Manager attended an IAPRA Pool Facility Operator School and obtained CPO certification.
- The Park and Rec Commission had monthly meeting in Bess Streeter Park.
- Our Tot Lot area opened and was used for little summer campers activities.
- The exercise room received new painting.
- Public Works reconstructed some curb in the handicap parking area that was in bad need of repair.
- Created a new hire training checklist as well as customer service training videos for front desk staff.
- Fall Programs developed as well as a registration set-up.

Aquatics:

- Public Safety Officers were on hand at the Falls Tuesday through Sunday evenings from 5:00 pm through 8:00 pm. They assisted with removing individuals who would not follow the direction of the manager/assistant managers. We have had great community response with their presence there. Things continue to go very well so they will be scaling back their hours.
- Session I of our summer swim lessons kicked off June 6 and ended June 21 after 2 days needed to be made up due to bad weather. Session II started June 22nd at both locations and will go through July 6th.
- Water walking continues to be very popular this year. Patrons are able to walk Monday – Friday mornings from 11:00 am to 11:55 am, and Tuesday / Thursday evenings from 8:15 pm until 9:15 pm. 1,046 individuals participated in water walking in June.

Participation	Indoor Pools	Falls
Swim Passes Sold		712
Open Recreational Swimming/Lap Swimming	281	32,997
Aquatic Program Usage (swim clubs, lessons, lifeguarding, staff training)	4,327	5,470

Recreation Programs:

- Summer Youth Programs began.
- Adult Softball Leagues started.
- We had 644 usage hours for rentals, programs, and school ball field usage.

Program	Monthly Participation
Camp Cedar Falls	1,236
Coach Pitch Baseball	498
Coach Pitch Softball	160
3 rd & 4 th Grade Travel Team Softball	180
3 rd & 4 th Grade Travel Team Baseball	504
5 th & 6 th Grade Travel Team Baseball	180
AM Tball/Bbaseball/Softball Programs	655
Tennis Lessons	705
Rugby	140
Adult Bags League	24
Men's Softball League	432
Mixed League Softball	288
Church League Softball	216
Tot Lot	141

Fitness/Wellness:

- Our outdoor fitness classes at the plaza continue to be well-attended and appreciated! Patrons are also excited that we were able to order some new small fitness equipment with the fiscal year budgets to replace some of the older worn equipment in the facility.

Fitness/ Wellness	Monthly Participation
Classes Offered	192
Fitness Class Attendance	1,846
Personal Training Sessions	70
Massages:	34
Child Care	72
Facility Rentals	6
Shelter Rentals	76
Beach House Rentals	9

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - June 2022

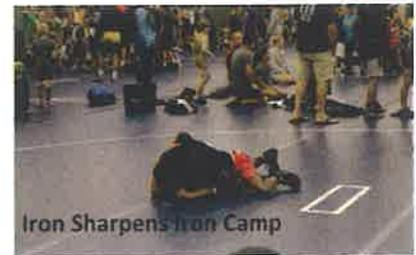


CEDAR FALLS



MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted the Iron Sharpens Iron wrestling camp, CV Soccer Moonlight Classic, Sturgis Falls Celebration, Cedar Basin Music Festival, ISTA Trapshoot and eight other conferences and events in June for an estimated economic impact of \$9,373,186 for events that had bureau engagement.
- Staff assisted the USS Sullivan Reunion secure a Meet In Iowa grant.
- Staff secured two events for 2022-2023.
- Staff sent five proposals for events in 2022-2023, generated three new leads, and hosted an in-person site visit.
- Promoted Iron Sharpens Iron wrestling camp and CV Soccer Moonlight Classic on KWWL.



LEISURE

- Hosted ribbon cutting for new Prairie Pathway Kiosk in George Wyth State Park.
- Worked with Community Main Street on new promotional photos of Cedar Falls.
- Promoted Sturgis Falls Celebration, Cedar Basin Music Festival, College Hill Arts Festival and more.
- Attended Lost Island Themepark media event to learn about the new Cedar Valley attraction.
- Began project with Community Main Street to take new promotional photos.
- Registered two trail events, notifying all jurisdictions.
- Berhens-Rapp Station open for seasonal visitor information.

COLLABORATION

- Attended 8 Over 80 Awards where Lois Wishmeyer, a tourism volunteer, was honored.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.
- Attended Cedar Valley Sports Commission meeting.
- Attended Iowa Travel Industry Partners annual meeting.
- Assisted with Sturgis Falls Kids Parade, had representation in Sturgis parade, assisted with emceeing at Overman Park during Sturgis Falls Celebration.

GROUP TOUR

- Coordinated a motorcoach group stop at the Visitor Center for July.

	June 2022	May 2022	June 2021 (last year)
Visitor Center Traffic	582	597	786
Website Traffic	8,873	17,907	8,600
CedarValley365.com Users	1,685	1,374	1,513
Facebook - Visitor Center	9,203	9,207	9,061
Instagram	2,238	2,218	2,023
LinkedIn	438	428	296
Visitor Guide Distribution	1,668	3,852	1,522
Volunteer Hours	75	42	44

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | June 2022



- The Cultural Programs Supervisor position is open and qualified applicants are going through the Civil Service process.
- Two leases were renewed for the Red House Studios. We awarded the UNI Alumni Studio to a recent grad, Kami Lily. We are working to fill the final studio space.
- A new exhibition, *DEAN SCHWARZ AND FAMILY AND FRIENDS*, opened June 4–July 17. This exhibition features a tribute film to present in the gallery by professor emeritus Roy Behrens. An opening reception was well attended on June 18th.
- Staff assisted the Public Art Committee with the upcoming installation of artwork on River Plaza Place and an upcoming RFP for a mural project on the Main Street Bridge underpass.
- The Hearst programs staff hosted an off-site event with the AMVETS for Flag Day, were part of the Gallagher Bluedorn Block Party at Orchard Hill Church, hosted a backyard concert with Avey Grouws Trio (196 ppl), hosted a hybrid book talk with a Civil War scholar and hosted a Virtual Artist Talk on the environment.
- Promotion of Hearst summer events and live music is underway through social media, newsletters, radio ads and billboards.
- The Hearst education staff hosted two summer camps in June, staff and instructors are working hard to make this an exceptional experience for students.
- In addition the education team hosted art activities at the College Hill Arts Festival and did face painting at Sturgis Falls Celebration Kidsway Tent.
- Ceramics staff offered two ceramic wheel throwing classes, and one “Pottery on the Patio” workshop.
- The Art & Culture Board continued discussion to move Hearst expansion plans forward. A presentation to council is planned for this summer.



Dream House (coming soon to River Place Plaza), Dean Schwartz Exhibit

	Last Month	This Month	Last Year
Hearst Center Usage Statistics	May FY22	June FY22	June FY21
In-Person and Virtual Attendance*	2397	2345	2626
Public Programs Offered**	8	6	3
Exhibition walk-in Viewers	400	277	426
Classes/Workshops Offered***	15	9	5
Rentals/Birthday Parties	7/2	2/0	1/1
Volunteers/# of Hours	8/19	4/19	5/34.5
Facebook Views	74072	147381	46229
Facebook Followers	2758	2817	2457
Instagram Followers	1021	1034	874
Ads, videos, press releases, articles	4	3	4
Friends Members/new or renewed	296/12	300/11	300/10

*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

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

Item 8.

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Out for Bid	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Letting	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Letting	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Design	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Punch List Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Final Out Remains	TBD	Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Contracts	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Active	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Beginning Soon	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Construction Planned to Begin April 2022	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Punch List Remains	\$161,198	Boulder Contracting/Engineering Division/CFU

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

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

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

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

Department of Public Works Operations and Maintenance Division Monthly Report for June 2022

Streets Section:

- Various asphalt repairs were performed throughout the month
- Street sweeping operations were conducted utilizing two sweepers
- Permeable alley cleaning was done on several alleys to ensure proper functionality
- Replaced section of concrete trail and added sub drain on Green Hill Rd near Round St.
- A large storm drain structure was reconstructed at the 900 block of west 3rd St.

Traffic Operations:

- 97 traffic control signs and labels were repaired or replaced
- Installed audible crosswalk buttons at 31st & Hudson
- Replaced the signal cabinet at Hudson & Viking due to vehicle accident
- Began annual city wide pavement marking project

Fleet Maintenance:

- 1,221 transactions were recorded through the City's fuel dispensing sites
- Used 15,339 gallons of fuel (6,934 ethanol, 8,405 diesel)
- 131 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month

Public Buildings:

- Worked with contract service to solve deficiencies in service and to provide supplies and recyclable material collections
- Assisted traffic operations with street line painting
- Rebuilt circulation pump for HVAC system at the Library

Parks:

- Removed 33 trees on city right of way that were dead or in decline
- Prepared for Sturgis Falls celebration
- Trimmed trees along parade route for Sturgis Falls
- Performed maintenance on recreation trail lighting under bridges and underpasses.
- Began repairs of pedestrian bridge at Central Park
- Installed memorial benches at Washington Park and Sturgis Park
- Cleaned and maintained beach and sand volleyball courts at Island Park

Cemetery:

- Performed twenty three (23) interments – Two (2) Saturday service
- Six(6) space sold in Greenwood Cemetery, five (5) in Fairview Cemetery

Refuse:

- 696 tons of residential solid waste was collected. Total of 733 three yard container dumps were recorded. Crews responded to 159 residential bulk item collections
- Crews collected 158 tons of yard waste from curbside cart collection
- The Transfer Station hauled 82 loads of solid waste to the Black Hawk County Landfill totaling 1,120 tons.
- A total of 137 tons of household recyclable material was collected for the month

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

PLANT OPERATIONS

Plant performance was good for June, meeting all discharge permit limits.

Our permit requires disinfection of our effluent to occur from March 15th through November 15th. The system is operational and performing well. Grabs were taken in June per permit requirements with the geometric mean result was 9.6 MPN, well below the limit of 126.

PROJECTS

Staff has continued working on pump replacement and rebuilding at lift stations in the collection system.

WRF received the report from the USEPA pretreatment and biosolids inspection that took place April 13th. There were no follow-up requirements and the inspector concluded that both programs “adequate and well managed”.

INDUSTRIAL PRETREATMENT

Viking Pump’s permit renewal was completed in June. No major changes were required to their permit at this time.

BIOSOLIDS

We were able to process 179,000 gallons through our belt filter press system for application later. Another 188,000 gallons of liquid biosolids was applied to the City owned farm.

A total of 6.8 tons of gritty, inorganic solids were hauled to the landfill.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 646 requests for utility locates in construction areas for the Iowa One Call system. Of those, 114 were pertinent and required a sewer line to be located.

We received four calls regarding sewer problems from residents, with one involving an issue with the City’s main. The issue in the main that was plugged was due to road construction with rock being pushed into a manhole stopping normal flow. Staff was onsite quickly and the issue was resolved with no overflow occurring. There were four

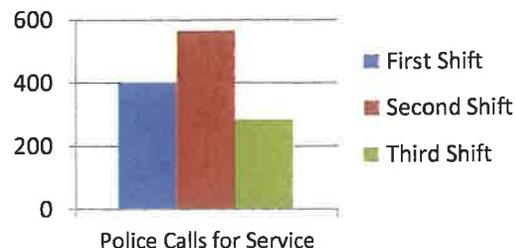
alarm calls from a lift stations this month. Two were related to a communication loss with our alarm monitoring system and two were related to a power loss. Each issue was resolved quickly with no backups or overflows.

Crews were able to do clean 14,600 feet (2.8 miles) of sanitary sewer lines. This brings our annual total to 13.2 miles. Our annual goal is to clean at least forty miles. A total of 480 feet (0.1 miles) of sanitary sewer lines were televised this month..

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

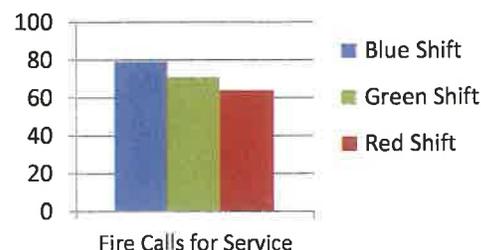
CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	401	566	284
Traffic Stops	53	130	182
Arrests	13	22	42
Accidents	21	50	8



CEDAR FALLS FIRE

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	79	71	64
Fire	2	3	0
Rescue/Medical	45	47	42
Service Call	3	5	6
Good Intent	11	3	7
False Alarm/Call	13	12	6
Hazardous Condition	3	0	3
Weather/Disaster	1	1	0
911 Citizen Complaint	1	0	0



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Group A Serious Crimes	108	100	131	125	110	128						
Group B Other Crimes	74	52	41	57	78	62						
Traffic Accidents	98	113	88	78	85	92						
Other Calls	1582	1213	1308	1378	1389	1382						
CFS Totals	1862	1478	1568	1638	1662	1664						

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

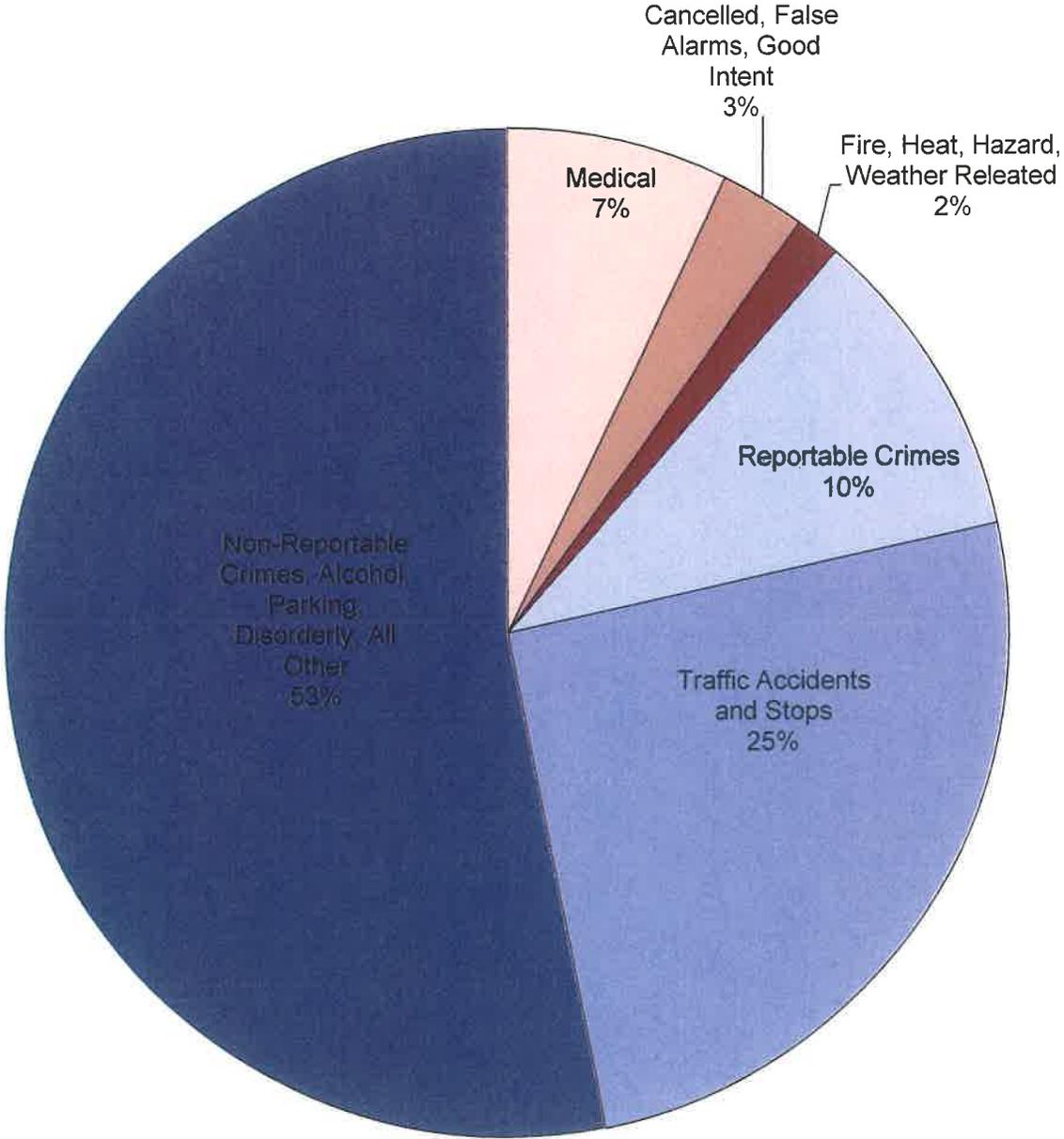
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133	126	98	112	148	134						
Cancelled, False Alarms, Good Intent	41	38	56	34	36	52						
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29	28						
Totals	202	191	172	170	213	214						

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

POLICE STATISTICS:	June 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	4	27
Robbery	1	3
Assault	19	106
Arson	0	0
Extortion/Blackmail	1	2
Burglary/B&E	10	46
Theft	40	259
Motor Vehicle Theft	5	32
Counterfeit/Forgery	0	25
Fraud	9	76
Embezzlement	1	1
Stolen Property	0	8
Vandalism	18	84
Drug Offenses	18	85
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	2	6
Group B Crimes		
Bad Checks		0
Disorderly Conduct		12
Driving Under Influence		64
Drunkenness		44
Non-Violent Family Offense		1
Liquor Law Violation		5
Runaway		5
Trespassing		9
All Other Offenses		135
Group A Total:		610
Group B Total:		276
Total Reported Crimes:		886
Traffic Accidents		
Fatality	0	0
Personal Injury	11	56
Hit and Run	13	112
Property Damage	68	400
Total reported Accidents	92	568
Calls for Service	1664	9872
Total Arrests	86	393

Cedar Falls Public Safety Experience Survey (June)



 FIRE

 POLICE


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Acting Police Chief
Date: July 25, 2022
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Vintage Iron, 104 Main Street, Class B wine – renewal.
- b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- c) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.
- d) The Black Hawk Hotel/Bar Winslow/Carter House Market & Cafe, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
- e) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- f) David's Taphouse and Dumplings, 200 West 1st Street, Class C liquor – renewal.
- g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 12-13, August 19-20, August 26-27, September 9-10, & September 23-24, 2022)
- i) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (August 1- October 1, 2022)
- j) Fast Track Racing, 200 Block West 2nd Street, Class B beer & outdoor service - 5-day permit.
- k) The Library, 2222 College Street, Class C liquor & outdoor service - new.

CFD 1121: City Council Meeting Procedures

Approved XXXX, 2022 by the Cedar Falls City Council

Adopted & Amended:

01/28/91; 04/2003; 10/2006; 12/2013, 09/15/2014; 10/06/2014; 03/07/2016; 03/06/2017; 04/03/2017; 04/16/2018; 02/01/2021; 05/03/2021; 08/16/2021; 05/02/2022

Purpose:

The Cedar Falls City Council operates under the authority of state law (Iowa Code Chapter 372) and has established these special rules to ensure the orderly conduct of the council's business during its meetings. The mayor and committee chairs shall be responsible for enforcing these rules. All members are encouraged to familiarize themselves with the standing rules, to aid in their proper use, and to suggest improvements as may be needed from time to time.

Procedure:

1. General Rules

- 1.1. **Definitions.** In this text, "member" shall be defined as any member of the Cedar Falls City Council. "All members" shall be defined as the seven City Council seats, whether or not the seat is vacant. "A two-thirds majority" shall mean at least five of seven members.
- 1.2. **Scope of rules.** These rules shall govern the conduct of the mayor and members and shall be interpreted to ensure fair and open deliberations and decision-making as required by the Iowa Open Meetings Law (Iowa Code Chapter 21).
- 1.3. **Applicability of rules.** These rules shall apply to the council when meeting in regular council meetings, in committee, and during council work sessions. Presiding officers will endeavor to fairly apply these rules; nonetheless, nonconformance with any part of these rules shall not affect the legality of any action of the council.
- 1.4. **Reference to and applicability of Robert's Rules of Order.** The Cedar Falls City Council has adopted Robert's Rules of Order, Newly Revised (RONR), Twelfth Edition, as its underlying parliamentary procedure. In cases not provided for by the Cedar Falls Code of Ordinances, or not specifically provided for in these City Council Meeting Procedures, Robert's Rules of Order shall prevail.
- 1.5. **Consent required to suspend or amend the rules.** These rules may be temporarily suspended by consent of three-fourths of the members present, but shall not be repealed, altered or amended unless by concurrence of two-thirds of all the members.(see RONR 25:7; 25:14)
- 1.6. **Matters not covered.** Any matter of order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with the assistance and advice of the city attorney in conformity with the purpose of these rules in a fair and

expeditious manner.

- 1.7. **Council prevalence in meeting decisions.** Any determination by a presiding officer may be reversed by a two-thirds majority of all members.
- 1.8. **Interpretation.** These rules supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Cedar Falls.
- 1.9. **Duty to vote; conflict of interest.** Each member who is present when a question is stated by the presiding officer shall vote thereon unless directly interested in the question, in which case the member shall abstain from voting. When any member refuses to vote when not excused, the member's vote shall be recorded in the negative. (See RONR 45.4)
- 1.10. **Informational requests.** During the consideration of any matter, or in the course of a hearing, members may request and receive information, explanations or the opinions of the mayor, city administrator, city attorney, city clerk, department director, or their designee.

2. Time and Place of Meeting

- 2.1. **Regular Meetings.** Regular meetings of the Cedar Falls City Council shall be held the first and third Monday of each month at 7:00 P.M. in the City Hall Council Chambers, except when Monday falls on a legal holiday, then the meeting shall be held at the regular hour on the next succeeding day not a holiday; provided, however, council may, by resolution, reschedule any regular meeting to another date and time, or may cancel a meeting. All hearings shall be scheduled for 7:00 P.M. the day of a regular meeting. (Sec. 2-45(a))
- 2.2. **Special Meetings.** Special meetings may be called by the mayor or by any four or more members who separately file a special meeting request with the city clerk. Such request shall include the proposed agenda item(s) for the special meeting. As with regular meetings, the agenda for the special meeting shall specify the day, hour and subject of the meeting and shall be posted in City Hall and notice given to the media at least 24 hours in advance.
- 2.3. **Quorum.** A majority of all members shall constitute a quorum for transaction of business. (see Iowa Code 372.13.1)
- 2.4. **Remote Attendance.** Members may attend City Council meetings via remote means, as long as a quorum (4 members) is present in person. Members attending remotely shall provide advance notice to the City Clerk by noon on the business day prior to the meetings, unless unexpected circumstances arise. If members participate via video conference, it is preferred that members have their cameras on and remain visible throughout the meeting. Unless otherwise approved by the mayor, the presiding officer of council and committee meetings must be in physical attendance at the meeting.

3. Meeting Agenda

- 3.1. **Preparation of agenda.** Prior to each regular council meeting the city clerk shall prepare an agenda that contains all items the council anticipates acting upon at the meeting. The order of business shall be as follows:
- a. Roll Call
 - b. Pledge of Allegiance (led by presiding officer)
 - c. Approval of Minutes
 - d. Agenda Revisions
 - e. Special Presentations (if necessary)
 - f. Public Forum (5 minutes maximum per speaker)
 - g. Staff Updates
 - h. Special Order of Business (primarily public and quasi-adjudicative hearings and related actions)
 - i. Old Business
 - j. New Business:
 1. Consent Calendar
 2. Resolution Calendar
 3. New ordinances that do not require public hearings
 - k. Bills and Claims
 - l. Council Referrals
 - m. Council Updates and Announcements.
 - n. Executive Session (if necessary)
 - o. Adjournment
- 3.2. **Consent and Resolution Calendars.** In preparing an agenda, the city clerk shall separately designate items as Consent Calendar or Resolution Calendar, which may be acted upon by the council under Rules 5.16 and 5.17. These items shall consist of routine non-controversial items that in the city clerk's determination can be appropriately considered in bulk at the council meeting or a listing of resolutions which are subject to council action on that date. (see RONR 41:32)
- 3.3. **Agenda deadline.** Any member, the city administrator, city attorney, city clerk, or department director, with the mayor's approval, may have an item included upon the agenda by requesting the city clerk to include the item by 5:00 P.M. on the Monday one week prior to the council meeting. Items requested or filed after this time shall not be included upon the agenda unless the mayor deems the item of sufficient urgency to warrant immediate council action.

- 3.4. **Published agenda.** Agendas and meeting materials shall be made available to the public at 5:00 P.M. on the Wednesday preceding the council meeting via web link on the City website. Members will receive a printed copy of the council packet upon request.
- 3.5. **Mayor withdrawal of items.** The mayor may withdraw any item prior to the council meeting, but in withdrawing the item shall state to the council the reason therefore. An item withdrawn by the mayor may nonetheless, in the discretion of the council, be acted upon in its regular order.
- 3.6. **Council action to defer, continue or not act.** A member may not withdraw any item prior to the start of council meetings, provided however, a member wishing council to defer action or continue an item may move to continue, defer or not act on any item considered before any other action which council may consider.
- 3.7. **Public agenda requests.** Anyone from the public may request to have an item placed on the agenda by filing such request in writing with the mayor prior to 5:00 P.M. on the Monday one week prior to the regular council meeting. The mayor may either grant the request by placing it on the next agenda or deny the request for stated reasons, conveyed to the requester. Anyone may utilize the Public Forum portion of the meeting agenda to raise any issue not on the formal agenda, which issue shall then be governed by the rules set forth in Part 10 of these rules.

4. Conduct of Meetings

- 4.1. **Presiding officer.** The mayor, or in the mayor's absence or incapacity the mayor pro tem, shall be the presiding officer at all council meetings. If both the mayor and mayor pro tem are absent, the most senior member in terms of council service shall preside.
- 4.2. **Control of discussion.** The presiding officer shall control discussion of the council on each agenda item to assure full participation in accordance with these rules. (See RONR §43; 47:19).
- 4.3. **Roll call.** Before proceeding with the business of the council, committee, or work session, the city clerk shall call the roll of members present and enter those names in the minutes. The city clerk shall determine the presence of a quorum as required by law and these rules.
- 4.4. **Presiding officer to decide question of priority of business.** A question relating to the priority of business shall be decided by the presiding officer without debate.
- 4.5. **Order of consideration of agenda.** Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of

- items under Rule 5.16 or Rule 5.17.
- 4.6. **Presiding officer to recognize speaker.** When two or more members rise at once to speak at a council meeting, the presiding officer shall name the member who is to speak.(See RONR 42:2)
 - 4.7. **Speaking on questions restricted.** No member shall speak more than twice on one question before the council without leave of the council, nor more than once in any case until every member choosing to speak shall have spoken.
 - 4.8. **Motions to be seconded; when to be written.** No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the presiding officer before debate and every motion shall be reduced to writing if required by the presiding officer or any member.
 - 4.9. **Gaining the floor.** Every member, previous to speaking, shall address the presiding officer, and say, “Mister / Madam Chair” and shall not proceed with remarks until recognized and named by the presiding officer.
 - 4.10. **Order of consideration of agenda.** Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 5.16 or Rule 5.17.
 - 4.11. **Order required while others are speaking.** While a member is speaking, no other member shall hold any private discourse or interrupt except as allowed for a Point of Order (Rule 4.18) and Point of Privilege (Rule 4.19).
 - 4.12. **Order required when question is being put.** While the presiding officer is putting the question, no one shall walk across or out of the council chambers.
 - 4.13. **Discussion.** A member shall speak only after being recognized by the presiding officer. A member recognized for a specific purpose shall limit remarks to that purpose. A member, after being recognized, shall not be interrupted except by the presiding officer to enforce these rules.
 - 4.14. **Limit on remarks.** Each member shall limit remarks to a reasonable length.
 - 4.15. **Presiding officer's right to enter into discussion.** The presiding officer may enter into any discussion.
 - 4.16. **Presiding officer's right to speak last.** The presiding officer has the right to close debate.
 - 4.17. **Closing debate.** Discussion, including public participation, shall be closed on any item

by the presiding officer with the concurrence of a majority of members. Except as provided by Rule 5.8, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.

- 4.18. **Bringing a Point of Order.** At any time during a meeting, a member may interrupt to declare a “Point of Order” to address a perceived discrepancy or a violation of these rules. The presiding officer shall determine the best action based on the point made, without debate.
- 4.19. **Bringing a Point of Privilege.** At any time during a meeting, a member may interrupt to declare a “Point of Privilege” to address an urgent matter relating to the rights of the members or the assembly, including ability to hear speakers and room comfort. The presiding officer shall determine the best action based on the point made, without debate.
- 4.20. **Calling member to order; appeal.** A member called to order while speaking at a council meeting shall immediately cease speaking unless permitted to explain. If there is no appeal, the decision of the presiding officer shall be conclusive, but if the member appeals the decision of the chair, the council shall decide the question without debate.

5. Council Action

- 5.1. **Motions.** At any appropriate place on the agenda, any member may make a motion for the council to act upon any matter if the motion is relevant to the matter under consideration.
- 5.2. **Motion required.** All action requiring a vote shall be first moved by a member and seconded by another member.
- 5.3. **Consideration out of agenda order.** With the consent of the council, any agenda item may be considered out of its listed order on the agenda at the request of a member.
- 5.4. **Recording names of moving members.** The city clerk shall record the name of the member making each motion and second.
- 5.5. **No motions by presiding officer.** The presiding officer may suggest a motion, but may not make a motion. A member acting as presiding officer may second a motion.
- 5.6. **Majority vote required for adoption.** No resolution or ordinance shall be adopted without a concurrence of a majority of all of the members of the council by call of the ayes and nays that shall be recorded. Passage of a motion requires a majority vote of a quorum of the council. As used in this section, “all of the members” refers to all of the seats of the council including a vacant seat and a seat where the member is absent, but does not include a seat where the member declines to vote by reason of a conflict of interest.

5.7. Preferential motions.

- a. When a question is under debate the only motions in order shall be:

First	To adjourn.
Second	The previous question.
Third	To lay on the table.
Fourth	To postpone to a certain time.
Fifth	To adjourn to a certain day.
Sixth	To refer.
Seventh	To amend.

- b. Such motions shall be given precedence in the order herein arranged, the first three (3) to be decided without debate.

5.8. Calling the previous question. When a member desires to cease debate and to vote on the pending question, the member shall request the floor and state: "I move to call the previous question." If seconded, then the council shall then vote, without debate, on whether to call the question. If carried by a two-thirds majority of members present, all proposed amendments and all further motions, debates and public participation shall be excluded, and the original motion shall immediately be voted on.

5.9. Debate of motions to table, amendment. A motion to lay a question on the table simply is not debatable, but a motion to lay on the table and publish, or with any other condition, is subject to amendment and debate.

5.10. Motions postponed to a certain time. When a motion is postponed to a certain time, the proposed date shall be specified as part of the motion.

5.11. Precedence of motions to refer to committee. A motion to refer to a standing committee shall take precedence over a similar motion for a special committee.

5.12. Motions to amend. Amendments shall be governed by the following:

- A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be entertained.
- An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order.
- Motions to strike and insert. On a motion to strike out and insert, the paragraph to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the paragraph as it would stand if so amended.

5.13. Withdrawal of a motion. After a motion or resolution is stated by the presiding officer, it shall be deemed to be in the possession of the council, but may be withdrawn at any

time before decision by the original mover by stating “Mister/Madam Chair, I ask permission to withdraw the motion”. If any amendment has been proposed or adopted, the main motion shall not be withdrawn without the consent of the mover of such amendment. (See RONR 33:11)

- 5.14. **Division of question containing distinct propositions.** If a question in debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division. (See RONR §27)
- 5.15. **Separate consideration.** Except as otherwise allowed by these rules, each agenda item shall be voted upon separately and shall be recorded by the city clerk.
- 5.16. **Action on Consent Calendar.** Items on the Consent Calendar shall be acted upon by voice vote in a single motion without separate discussion, unless the presiding officer, a member, or the public requests that a specific item be considered separately.
- 5.17. **Action on Resolution Calendar.** Items on the Resolution Calendar shall be acted upon by roll call vote in a single motion without separate discussion, unless the presiding officer, a member, or the public requests that a specific item be considered separately.
- 5.18. **Announcement of Items in the Consent and Resolution Calendars.** Items in the consent and resolution calendars may be announced by having the full titles read, summarized, or by stating the number assigned to the item by the city clerk. Any item in the Consent Calendar or Resolution Calendar which is pulled for separate consideration shall have its full title read aloud by the presiding officer prior to entertaining a motion and a second on the measure.
- 5.19. **Recording of Resolution Calendar votes.** The city clerk shall record the yes and no votes on each resolution calendar item separately as if each item had been moved and voted upon separately. Rule 4.10 shall not apply here.
- 5.20. **Action on multiple items.** With the consent of a majority of the council, Rule 5.15 notwithstanding, the council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the city clerk noting specific yes or no votes of each member on each item.
- 5.21. **Public hearings.** Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the council.
- 5.22. **When motions may be reconsidered; renewal of motion.** A motion may be reconsidered at any time during the same meeting at which the motion was made, or at the first meeting held thereafter. A motion for reconsideration, being once made and decided in the negative, shall not be renewed before the next meeting. (See RONR 37:9)

- 5.23. **Who may move to reconsider.** A motion to reconsider must be made and seconded by members who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered (See RONR 37.10)
- 5.24. **Reconsideration when member is absent.** Rule 5.23 notwithstanding, when less than seven members are in attendance at a meeting and an agenda item fails to receive a majority of affirmative or negative votes of those in attendance, then the agenda item shall, upon the request of any member in attendance at the meeting, be placed by the city clerk on the agenda for the next council meeting, and continued thereafter upon the agenda for subsequent meetings until it shall receive a majority of affirmative or negative votes of those in attendance. An ordinance continued under this rule shall not be considered to have been read or considered for its first or any subsequent passage until it receives four affirmative votes.
- 5.25. **Council Updates and announcements.** Members may use this time during a Council meeting to ask for updates from staff on projects or issues and to make announcements to the public and to council on civic matters. The presiding officer shall ensure that such discussion remains in compliance with the Iowa Open Meetings Law (Iowa Code Chapter 21); as a safeguard, no motions will be entertained at this time. Matters requiring deliberation by council for final action shall instead be submitted for inclusion on a future regular council or committee meeting agenda to ensure transparency and public participation.
- 5.26. **When motion to adjourn is in order.** A motion to adjourn the council shall be in order except:
- a. When a member is in possession of the floor.
 - b. While the members are voting.
 - c. When adjournment was the last preceding motion.
 - d. When it is decided that the previous question shall be taken.
- 5.27. **Amendment, debate of motions to adjourn.** A motion to adjourn simply cannot be amended, but a motion to adjourn to a given time may be and is open to debate. (see RONR §21).

6. Standing and Special Committees

- 6.1. **Purpose of committees.** Committees exist to allow members to consider certain topics in detail prior to final consideration in the regular council meeting.
- 6.2. **Powers of committees.** Committees are only empowered to make recommendations to the City Council; all final actions pertaining to a referred item must be determined by the City Council at a regular or special meeting called for that purpose. (see RONR §50)
- 6.3. **Referral by council or mayor.** Committees may receive referrals through an approved referral request as described in Part 8 of these rules, or as determined by the mayor.

- 6.4. **Standing committees.** The following shall be the Council's standing committees:
- a. Administration.
 - b. Finance & Business Operations.
 - c. Public Safety.
 - d. Public Works.
 - e. Community Development.
 - f. Committee of the Whole.
- 6.5. **Appointment of committee members..** All standing committees shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon thereafter as practicable. Special committees shall be appointed by the mayor unless otherwise directed by the council. The first person named on each committee shall be the chair. (Sec. 2-68) **Absence of Committee Chair.** In the absence of the committee chair, the Mayor Pro-Tem may preside if such action is approved by the designated chair or by the mayor.
- 6.6. **Number of committee members.** The standing committees of the council shall consist of all seven members. All special committees shall consist of five members each, unless some other number is specified. (Sec. 2-69)
- 6.7. **Motion to recommend; continuance.** After any presentations and initial discussion, members may move to recommend a course of action to the City Council; this will typically be a recommendation for council approval or disapproval of a certain action or resolution. Members may also move to continue the discussion in a future committee meeting prior to making a recommendation to the City Council.
- 6.8. **Procedure for committees to report.** Standing and special committees of the council to whom referrals are made shall report the state of facts and the committee's recommendation through the approved committee minutes unless another form of report is specified by the council.
- 6.9. **Acceptance of final report discharges special committees.** On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered.

7. Ordinance Adoption

- 7.1. **Ordinances to be presented in writing.** All ordinances shall be presented in writing before being considered by the council. (Sec. 2-125)
- 7.2. **Consideration and passage of ordinances.** Ordinances must be considered and voted upon for passage at three separate council meetings, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council. (Sec. 2-126)
- 7.3. **Procedure for passage of ordinances.** The following procedure shall be followed by

the council in the passage of all ordinances:

- a. A motion to pass the ordinance upon its first consideration or a motion to suspend the rules requiring ordinances to be considered at three (3) separate council meetings.
 - b. In the event the ordinance is passed upon its first consideration, the ordinance shall be given the second and third considerations either in adjourned meetings of the meeting of its passage on first reading, or at some following special or regular meetings of the council.
 - c. In the event that a motion to suspend the rules has passed, a motion shall be made to adopt the ordinance upon its third and final consideration.
 - d. Upon the passage of the third and final consideration of the ordinance, the mayor shall declare the ordinance duly passed and adopted.
- 7.4. **Contents of amendments to ordinances.** An amendment to an ordinance must specifically repeal the ordinance, or the section, subsection, paragraph, or subpart to be amended, and must set forth the ordinance, section, subsection, paragraph, or subpart as amended. (Sec. 2-127)

8. Council Referrals

- 8.1. **Referral initiation.** During the Council Referrals portion of a regular council meeting, any member may move to refer any topic or question to a council standing committee, city board or commission, or to staff for further consideration, using the process outlined in Rules 8.2 and 8.4.
- 8.2. **Council referrals presented in writing.** Except for the exigent circumstances in Rule 8.4, all council referral requests should be provided to the City Clerk in writing no later than 5:00 pm on the Monday prior to the next regular council meeting. The request should contain sufficient information to enable the council to determine if the request merits referral to a council standing committee, a city board or commission, or to staff for further consideration.
- 8.3. **Referral discussion.** Upon a motion and second, the council may choose to discuss the referral in question. The presiding officer shall ensure that the deliberation is focused on the desirability of referral approval, rather than the merits of the proposed initiative.
- 8.4. **Moving an exigent referral.** In some cases, a council agenda item or other discussion may necessitate an immediate referral to committee without the prior documentation or notice to the council as required by Rule 8.2. In these instances, a member may move an exigent referral.
- 8.5. **Validity of an exigent referral.** The presiding officer shall determine the validity of an exigent referral. Referrals not deemed exigent shall be ruled out of order by the

presiding officer. This determination may be overruled by a two-thirds majority vote of all members per Rule 1.7.

- 8.6. **Referrals at work sessions.** In addition to the above processes, the City Council may directly refer topics to committee via consensus during a work session.
- 8.7. **Withdrawal of referrals.** The requesting member may withdraw a requested referral from the council agenda at any time.

9. Council Work Sessions

- 9.1. **Purpose of Work Sessions.** From time to time the mayor or city council may direct that a work session be held for informal study and discussion of a topic prior to formal council action. Additionally, a work session may be used to facilitate a meeting between the Cedar Falls City Council and other entities.
- 9.2. **Session Agenda.** Work sessions shall be preceded by a published agenda, which shall include the meeting location and time, in accordance with all applicable provisions of the Iowa Open Meetings Law (Iowa Code Chapter 21).
- 9.3. **Parliamentary procedure not applicable.** Unlike council meetings and committee meetings, council work sessions are not required to follow the regimentation of parliamentary procedure.
- 9.4. **Direction to staff by consensus.** No votes shall be taken at a work session, but council consensus shall be gauged in order to provide direction to staff for further staff action.
- 9.5. **No final action during work sessions.** In no case shall a work session consensus be construed as a final council decision for action. Each action consented to during a work session shall then be placed on the agenda for a future council meeting, committee meeting, or work session (as appropriate) for further consideration.
- 9.6. **Mayor and/or facilitator responsibilities.** The mayor or a trained expert shall serve as the work session facilitator to ensure that the council has sufficient information and guidance to develop a consensus (if needed) on the topic at hand.
- 9.7. **Public participation in work sessions.** The public is encouraged to observe the deliberations of the council during work sessions, but public comment will not be solicited or allowed during these meetings.
- 9.8. **Recording work sessions.** All work sessions shall be recorded.

10. Public Participation

10.1. General Considerations.

- a. **Identification of the Speaker.** Any person desiring to speak in Public Forum or public comment shall first be recognized by the presiding officer and then shall step to the podium, state their name, address, and group affiliation (if any) for the public record, and will speak clearly into the microphone.
- b. **Speakers to address the presiding officer.** Speakers shall be required to direct their comments to the presiding officer only, and not to individual members or staff. (See RONR 43:22).

10.2. Public comment during public hearings and on agenda items.

- a. While an item is being considered for action at a council or committee meeting, the public will be granted an opportunity to comment prior to a vote by the members.
- b. Speakers shall be limited to speaking once, for up to five minutes, unless additional time is granted by the presiding officer or by motion and approval of a two-thirds majority of members. The presiding officer will advise the speaker when one minute remains.
- c. Total speaker input on any subject under consideration can be limited to a fixed period by the presiding officer. A majority vote of the council may extend the time limitations of this rule. (See RONR 43:16)
- d. Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the relevance of speaker comments. Speakers making comments that could be construed to be obscene, integral to illegal conduct, inciting imminent lawless action, threatening or slanderous remarks towards another party shall be ruled out of order and barred by the presiding officer from further comment at the current meeting. (See RONR 9:29)

10.3. Speaking during public forum.

- a. **Applicability.** Anyone may address the presiding officer during the Public Forum segment of the agenda, regarding any issue not on the agenda. The topic must be related to City operations or business, as determined by the presiding officer. No formal action on the subject presented by the speaker may be taken by the council, other than a referral to City staff or a council committee or placement on an upcoming council agenda, in accordance with State law. The presiding officer may seek information from city staff in response to comments or questions by the public.
- b. **Time limit.** Speakers shall be limited to speaking once, for up to five minutes, unless additional time is granted by the presiding officer or by motion and approval

of a two-thirds majority of members. The presiding officer will advise the speaker when one minute remains.

- c. **Campaigning prohibited.** Public Forum is not to be used as a platform to promote individuals running for elected office or ballot measures at any governmental level. Such conduct will result in the speaker being barred from further comment at the current meeting. Campaign materials for specific candidates, political parties or ballot measures at any governmental level are also prohibited from display to ensure good order during council meetings.
- 10.4. **City employees not to speak on employment matters.** Employees and collective bargaining groups will not be recognized to speak about employment-related issues to avoid violating adopted policies, collective bargaining agreements and State and Federal law.
 - 10.5. **Visual Aids.** Any visual aids that a speaker desires to have displayed in public forum during public comment must be submitted to the City Clerk by 10:00 a.m. on the day of the Council meeting for the presiding officer's review and approval.
 - 10.6. **Recording.** The public may use cameras or recording devices at any open council session. The presiding officer may make and enforce reasonable rules for the conduct of council meetings to assure those meetings are orderly, and free from interference or interruption by spectators. (See Iowa Code 21.7)
 - 10.7. **Written Communications.** On any matters before the city council, the public may choose to submit comments in writing (whether in letter or e-mail form). This communication should be directed to the City Clerk for inclusion in the council packet by e-mailing cityclerk@cedarfalls.com, by dropping the correspondence off at City Hall (attn.: City Clerk) or by mailing it to City Clerk, Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA 50613. Any public correspondence sent to the City Clerk regarding council agenda items will become a public record. Correspondence arriving before 5 pm on the Monday before the council meeting will be included in the council packet for mayor, council and public consideration. Members of the public who file written communications may also make verbal comments at the meeting, per Rules 10.2 and 10.3 above.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: July 25, 2022
SUBJECT: Updated Purchasing Manual

Attached is the Accounting Policies and Procedures and Purchasing Manual. The manual has been updated to incorporate the following revisions:

- Updated Finance & Business Operations Organizational Chart
- Section 11: Public improvement bidding threshold requirements as set by the State of Iowa have been updated
- Section 17: Overnight and out-of-state travel requests are approved by the City Administrator, as well as all non-budgeted travel requests are approved by the City Administrator and Department Director per Personnel Policy 403. The addition of sample forms: Request for Travel and Statement of Expenses and the Employee Reimbursement.
- Section 19: Conflict of Interest has been updated per Personnel Policy 807.
- Section 29: City General Obligation bond rating has been updated to Aaa rating.
- As well as miscellaneous formatting, job titles, and minor adjustments to processes have been updated in the manual.

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

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS

ACCOUNTING POLICIES AND PROCEDURES AND PURCHASING MANUAL



Prepared by the Department of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA
ACCOUNTING POLICIES AND PROCEDURES
AND
PURCHASING MANUAL

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SECTION 1

RESOLUTION NO. _____

SECTION 2

INTRODUCTION

This accounting procedures and policies and purchasing manual is a description and explanation of procedures that the departments in the City of Cedar Falls government must follow in the procurement of supplies and contractual services, and accounting for the purchases. Although primarily a manual of instruction to employees in ordering departments, it also includes the procedures and responsibilities of the Financial Services Division and explains purchasing policy and the relationships of the Financial Services Division and requesting departments. It also explains the accounting procedures performed by the Financial Services Division.

The objective of coordinated purchasing between departments is the procurement of supplies and contractual services at the lowest possible cost consistent with the quality needed to meet the required standards. It involves both the using department and Financial Services personnel and requires their complete cooperation.

The goal of this manual is to assist using departments in the City's procurement process, and ensure that sound business judgement is utilized in all procurement transactions and that goods and services are obtained efficiently and economically and in compliance with applicable federal and state laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

It is essential for all concerned to have a clear definition and understanding of the aims and purposes of this manual. The purpose of this manual is to point out City policies with respect to purchasing and accounting, and to serve as a guide for consistent purchasing and accounting operations. The policies and procedures outlined are always in conformity with the City's ordinances and resolutions.

Requests and suggestions for changes to this manual may be submitted to the Financial Services Division by Department Directors at any time. When it appears that a proposed change may be inconsistent with state law or local ordinance, the matter shall be submitted to the City Attorney for opinion. All changes in this manual shall be approved by City Council resolution to be effective. When changes are implemented, new pages covering such changes will be sent to all recipients of the manual. Those who have copies shall keep them up to date by replacing the old pages with the change supplements.

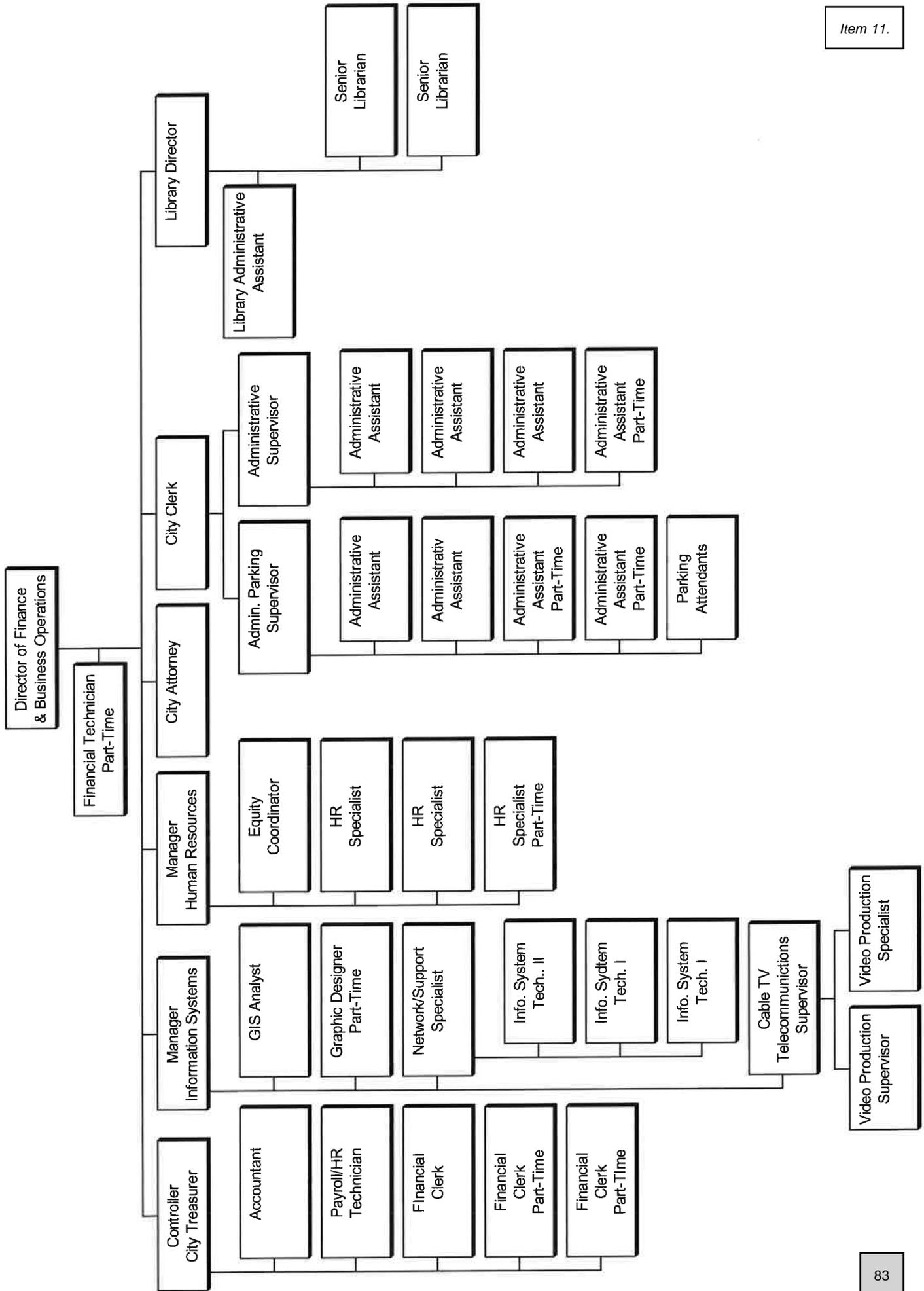
SECTION 3

ORGANIZATION AND AUTHORITY

3.01 ORGANIZATION:

The Financial Services Division is organized and maintained as a division of the Finance & Business Operations Department and is under the direction of the Director of Finance & Business Operations and managed by the Controller/City Treasurer. In the absence of the Controller/City Treasurer, the Director of Finance & Business Operations, or his/her designee, shall act as Controller/City Treasurer under the terms of this manual.

**City of Cedar Falls, Iowa
Finance & Business Operations**



3.02 AUTHORITY AND DUTIES:

1. The Department of Finance & Business Operations is empowered by Ordinance No. 2825 to function as the City purchasing, budgeting and financial authority. Under this authority, it is the responsibility of the Department to ensure that all purchases comply with the policies established by the City Council.

Specifically, Ordinance No.2825 prescribes that the Department of Finance & Business Operations function as the City's purchasing agent for all purchases made by the City. All City Departments shall furnish the Finance & Business Operations Department with purchase specifications, bids or other information deemed helpful to the purchasing agent making the final purchase.

2. A full-fledged purchase order system is not currently cost-effective due to limited staffing. The following set of procedures is established to ensure that the requested purchase is budgeted, quotes have been received, and mayoral and City Council approval granted when necessary prior to purchase or contract acceptance.
3. A City Department making a purchase over \$10,000.00 in value not associated with a larger project which has been previously endorsed by City Council through the budget, CIP, or vehicle replacement process, shall submit a requisition for purchase to the Financial Services Division for evaluation.

The Department of Finance & Business Operations shall determine whether appropriate quotation or bid procedures were conducted by the requesting department, determine if there are sufficient funds to make the requested purchase and the appropriateness of the purchase according to State law and the City ordinances.

4. Using Agencies: Except as provided herein (refer to Sections 7 and 10) it shall be unlawful for any City officer or employee to order the purchase of any supplies or make any contract in excess of ten thousand dollars (\$10,000.00) until approval has been obtained from the Department of Finance & Business Operations, and any purchase order or contract made contrary to the provisions hereof may be disapproved by the City, and the City shall not be bound thereby.

5. It is the City Council's responsibility to approve all contracts entered into by the City. The approved contracts shall be signed by the Mayor and City Clerk. However, contracts that are a continuation of current services and do not change the terms of the contract, other than the service period, may be signed by the Department Director responsible for that service, unless otherwise provided for in this manual. Examples of these types of contracts may be insurance renewals, benefit administration, and professional services. If the monetary terms of the contract change, the contract shall be approved by the City Council unless special circumstances apply. In that case, staff shall notify City Council members of the change. If a majority of Council members desire that the contract be reviewed, they may request it to be placed on the next City Council agenda.

SECTION 4

RELATIONSHIP OF FINANCIAL SERVICES TO CITY DEPARTMENTS IN THE PURCHASING PROCESS

4.01 COOPERATIVE RELATIONSHIP:

The Financial Services Division is a service and support agency for all other departments of the City, and to gain maximum efficiency and economy requires the cooperation of all departments. All personnel involved in procuring supplies and services, whether in the Financial Services Division or in the requesting department, must have a thorough understanding of these procedures. It is recommended that new employees, such as Department Directors, Division Managers, and supervisors receive, as part of their orientation, instructions on purchasing procedures.

4.02 FINANCIAL SERVICES DIVISION RESPONSIBILITIES:

1. The Financial Services Division shall receive requisitions for purchases of non-budgeted items over \$10,000.00 from the Departments and approve requisition for purchase based on the following criteria:
 - a. The item is an appropriate purchase for a municipality to make.
 - b. The purchasing department has the money remaining in the budget to make the purchase.
 - c. The appropriate quotation or bid procedures were conducted by the requesting department.
2. Financial Services shall process requisitions in a timely manner.

4.03 DEPARTMENTS' RESPONSIBILITIES:

1. Follow appropriate quotation or bid procedures as described in Section 11 of this manual.
2. Requesting Departments shall provide full and accurate descriptions of requested items, and work with the Financial Services Division in the preparation of requisitions.
3. Departments/Division should strive to be good stewards of public funds by obtaining the "best value" for the City, and provide a process based on "best practice" using market knowledge, innovation and efficiency.

4. After the Financial Services Division approves the requisition, the requesting department shall contact the vendor and make the purchase.
5. Departments shall plan in advance to avoid unnecessary rush requests or acquisition of duplicative items.
6. Departments shall communicate with the Financial Services Division, either orally or in writing, the results of purchases, which are unfavorable. Specific problems should be documented in writing. This includes both product and vendor performance.
7. Provide copies of all bids to the Financial Services Division for all purchases made. This is applicable to all purchases that are made and bids are received, excluding contracts that have gone through the formal bid process through the City Council.

4.04 PURCHASE ORDERS:

Even though a purchase order system is not utilized by the City, occasionally purchase orders are necessary. Purchase orders are computer-generated forms and are sequentially numbered. The Financial Services Division maintains the purchase order file and is the only division with access to the file.

A Purchase Order is issued to a vendor by the Financial Services Division only when required by the vendor. In that case, the requesting department must contact the Controller/City Treasurer or Director of Finance & Business Operations to request a purchase order stating the amount, vendor name, vendor address, quantity, and shipping address. The purchase order is then used as the order document. The Financial Services Division retains a copy of all open Purchase Orders.

4.05 ELEMENT AND OBJECT NUMBER:

The City shall use a system of element and object or "line-item" account numbers. The purpose of these numbers is to provide an accounting basis upon which expenditures can be classified and monitored, as well as to provide a means for forecasting and budgeting future expenditures.

1. It shall be the responsibility of the Financial Services Division to maintain all element and object numbers. It shall be the responsibility of the Financial Services Division to determine and assign the most appropriate element and object number for each item or service purchased.
2. Element and object numbers are divided into five (5) groupings, each of which contains a discreet category or class of line-item expenditures. These groupings are as follows:

- a. Transfers (5000 series): This element includes all transfers. This series is generally reserved for Financial Services Division use only and should not be used by operating departments without Financial Services authorization.
- b. Personal Services (6000 series): This element includes all expenditures related to the salaries, wages, and fringe benefits of City employees. This series is reserved for payroll expenses only.
- c. Commodities (7000 series): This element represents the various materials, parts, and supplies (i.e. tangible goods) used for the general and continuing operations of the City. Items purchased as commodities are never capitalized, and generally have a short life expectancy and low unit cost.
- d. Services and Charges (8000 series): This element includes all work and services performed for the City by others. These include (by order of most common occurrence):
 - 1) Services performed by outside individuals, businesses and organizations.
 - 2) Services performed by City departments for other City departments.
- e. Capital Outlay (9000) series): This element represents items, either original or replacement, which are of a significant value and which have a useful life expectancy extending beyond one (1) year, "Significant Value" is defined as an item or an aggregate of related units, the total cost of which is \$5,000.00 or more.

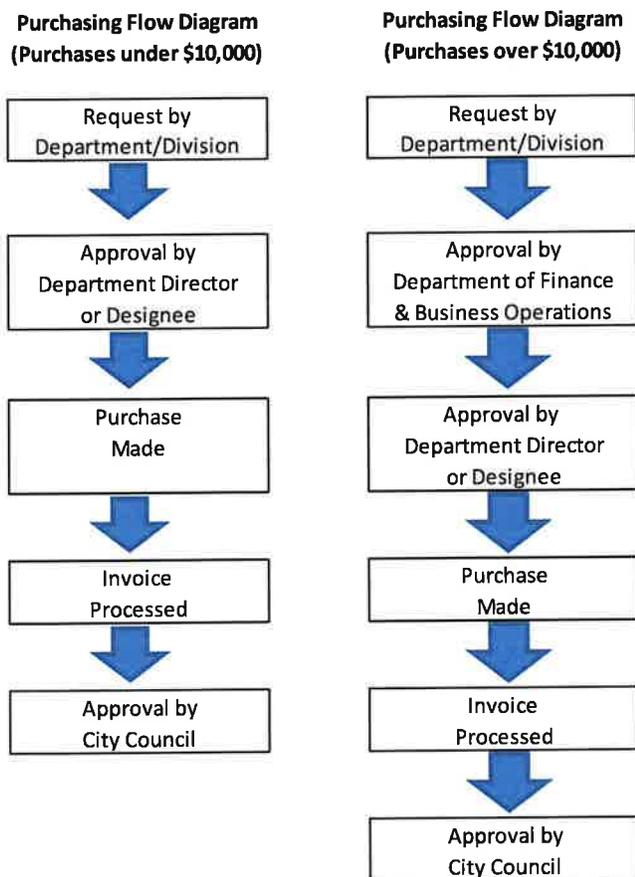
4.06 PROJECT NUMBER:

The City shall use a system of project numbers and payroll task codes. The purpose of these numbers is to provide an efficient tracking system of all costs associated with a project or a payroll task. This will aid in the grant reimbursement process and provide documentation to departments on time spent on various services of the City. It will be the responsibility of the Financial Service Division to determine and assign the most appropriate project number or payroll task code.

4.07 SIGNATURES:

1. Department directors shall assign who is responsible for approving and signing requests for each division within the department.
2. The manager or supervisor who is authorized to approve requests should have authorization from a department director if making a request for himself/herself.

4.08 PURCHASING PROCESS OVERVIEW:



SECTION 5 SPECIFICATIONS

5.01 DEFINITION:

Specifications are a detailed and exact statement of the requested material and/or service. Specifications must be written in such a manner as to describe the physical, functional, or performance characteristics of the material and/or service requested.

5.02 REQUIREMENTS FOR SPECIFICATIONS:

Regardless of the type of specification used, certain guidelines must be followed in order to achieve the required end result.

1. Specifications must clearly state the minimum requirements of the requested materials and/or services.
2. The requirements must allow for competitive bidding except in cases of sole-source requests.
3. Specifications shall include evaluation criteria including provisions for consideration of materials and/or services that exceed the minimum criteria.

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5.03 TYPES OF SPECIFICATIONS:

There are five (5) basic types of specifications used:

1. Brand Name or Equal Specifications: This type of specification describes a commodity, and states a manufacturer and catalog number, which meets the specifications and has been determined as acceptable. Approval of another manufacturer and catalog number will be given if the alternate can be proved equal to the item named in the specification. Alternate "equal" will be evaluated by the Financial Services Division and the requesting department to determine acceptability and/or equivalency.
2. Specifications for Common Use Items: This type of detailed specification lists all physical, functional and performance requirements. These commodities are normally not of a technical nature, and an item meeting the requirements as stated would be acceptable.
3. Brand Name Only Specifications: This type of specification describes a commodity, and states a manufacturer and catalog number. This type of specification calls for a highly technical commodity for which there is no acceptable equivalent.

4. Design Specification: This type of specification states the requirements for material to be used, and a detailed description of the required end result. This type of specification is used for items and/or projects which are not readily available on the open market, but which are built-to-suit according to the specifications.
5. Performance Specifications: This type of specification emphasizes the functional or performance criteria. Physical description and design requirements are limited. The bidder's response is usually in the form of proposal. It is normally the bidder's option to determine the item and/or service required to achieve the required end result.

5.04 REQUESTING DEPARTMENT'S RESPONSIBILITIES:

Specifications for commodities and/or services of a technical nature shall be supplied by the requesting department.

1. Specifications for motor vehicles and fleet equipment are to be submitted by the Public Works/Parks Operations & Maintenance Manager.
2. Specifications for technical electrical materials and/or services are to be supplied by the Public Works/Parks Operations & Maintenance Manager.
3. Specifications for technical materials and/or services for use in the Water and Waste Water facilities are to be supplied by the Water Reclamation Manager or City Engineer.
4. Specifications for computer hardware and software are to be supplied by the Information Systems Manager.
5. Specifications for building and construction projects and other public improvement projects will be furnished by Inspection Services Manager or an independent architect/engineer obtained by the requesting department. Specifications for these projects will be prepared by a licensed engineer or architect when required by the *Code of Iowa*, or when determined to be in the best interest of the City.
6. Specifications and/or descriptions for repair and maintenance work will be furnished by the requesting department or an independent architect/engineer obtained by the requesting department. Specifications for these projects will be prepared by a licensed engineer or architect when required by the *Code of Iowa*, or when determined to be in the best interest of the City.
7. Statements of work for professional services will be furnished by the requesting department or an independent architect, engineer, or other consultant.

8. Other specifications required from departments will be requested after receipt of the approved Requisition for Purchase.

SECTION 6

REQUISITIONS FOR PURCHASE FORM AND BUDGET AMENDMENT FORMS

6.01 REQUISITION FOR PURCHASE FORM:

A memo to the Financial Services Division that includes the following information shall be submitted for the request of purchases greater than \$10,000.00.

1. The request should be far enough in advance to permit the department to obtain competitive prices, and to allow vendors sufficient time to make deliveries.
2. All items listed on the request shall be of a related nature, which would normally be supplied by a single vendor.
3. All requests should be typed or legibly printed.
4. The following information must be included on the request:
 - a. Date and proper budgetary account number(s) or outside billing information. If more than one account number is involved, then a simple breakdown by percentage or item should also be given.
 - b. The quantity of each item requested.
 - c. A clear description of the item desired as to size, color, type, grade, etc. If the purchase is of a technical nature, specifications should accompany the requisition (see section 5). If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name and model of an acceptable item, "or equal."
 - d. The estimated UNIT PRICE of the item.
 - e. Delivery date required. If the delivery date has been quoted by the vendor, or if you know an estimated delivery time, this date should be shown.
 - f. Other special instructions.
 - g. Delivery point (shipping address) and person to be notified.
 - h. The name(s) and address(es) of possible or proposed vendors of the requested items or services.
 - i. Department and signature(s). All requests must be signed or countersigned by the department head or his/her designee.

5. Routing: All requests shall be sent by the initiating department to the Financial Services Division for processing. Requests shall be processed as expeditiously as possible.
 - a. In processing departmental requests, the Financial Services Division shall verify the completeness and correctness of the following areas:
 - 1) Account number(s) assigned.
 - 2) Availability of funds.
 - 3) Authorization signatures.
 - 4) Appropriateness of purchases.
 - b. An Financial Clerk in the Financial Services Division, or the Controller/City Treasurer, will contact the requesting department and attempt to resolve questions concerning any of the following:
 - 1) Assignment of incorrect account number(s) including element and object numbers.
 - 2) Lack of funds in the indicated account number(s).
 - 3) Lack of authorized signature.
 - 4) Illegal or inappropriate purchase proposed.
 - c. If the criteria as stated in Section 6.01 5a are not met, the request may be returned by the Financial Services Division to the head of the originating department with an explanation of the reason for disapproval.
 - d. Controller/City Treasurer or Director of Finance & Business Operations shall sign and date the request. The requesting department shall retain a copy for their files.
6. Receiving: The requesting department shall instruct the vendor to deliver the merchandise to their specific location. Upon receipt of the merchandise, the receiving department shall document the following:
 - a. Date the merchandise was received.
 - b. Number of pieces received.
 - c. Signature of the individual who checked in the merchandise.

- d. Indicate whether the merchandise complied with the order.
- e. For all budgeted purchases and other purchases of less than \$10,000.00 information regarding receipt of item should be noted on the invoice.

6.02 BUDGET AMENDMENT REQUEST:

Annually mid-year operations or capital budget adjustments may be necessary due to unforeseen or unusual circumstances. The budget amendment request ensures that the City's central financial authority coordinates adjustments through a formal authorization process. This ensures that the City Council's legislative intent is adhered to or amendments are made upon recommendation of the Department of Finance & Business Operations.

1. All Departments are mandated by Federal, State, and local laws to adhere to the spending limitations enacted by the City Council in the form of the City's spending resolutions. This resolution addresses all operation, personnel, and capital expenditures.
2. Periodically unforeseen or unusual circumstances will necessitate an adjustment in the amount of funds appropriated to a particular capital project, program, fund, Department, Division, budgetary series or series line item. Over-expenditure will not be permitted unless the respective spending entity has first received written approval from the Department of Finance & Business Operations. (The City's financial computer system is automatically set to display warning messages to key entry personnel who reject any bill submitted for payment, which overspends appropriated amounts.)

Depending on the type and amount of over-expenditure, the Department will determine the type of corrective action necessary to comply with the intent of the City Council and State laws. The course of action will be clearly outlined by the Department of Finance & Business Operations through the authorization or rejection of the expense, in writing, to the requesting entity.

3. Unauthorized over-expenditure by any entity will be noted. Entities or individuals which have violated this policy or the City Council's spending resolution may be cited or prosecuted as mandated by chapter 8.38 of State Code and sections 1-8 and 2-7 of City Code.
4. Generally, line items will be allowed to be over or under-expended by minor amounts as determined acceptable by the Controller/City Treasurer.
5. In the administration of the budget, it is ordinarily found that numerous circumstances arise which make adjustments in the adopted budget desirable.

- a. The most frequent method of adjustment of the budget during the budget year is through transfers of appropriations by action of the (1) department head, (2) the Department of Finance & Business Operations, (3) Mayor, and (4) City Council.

There are legal requirements relating to transfer of appropriations in Iowa.

Legal requirements specifically designate the types of modification, which require council action (supplemental appropriations). Transfers, which may be effected with administrative action, are limited by Iowa law to appropriation transfers within programs controlled by internal auditing. Provisions for informal (administrative) amendments of budget appropriations and a transfer procedure allowing administrative action is controlled by administrative policy.

All modifications of budget appropriations require council action if the transfer is between programs, funds or departments, while transfers between line-items or major objects of expense within a department can be made by documented administrative action in compliance with administrative policy.

- b. A supplemental appropriation is distinguished from a transfer appropriation by the fact that the supplemental appropriation may be made without providing for a corresponding diminution of an appropriation already made to some other operating unit or class of expense. A supplemental appropriation acts to increase not only the spending authorization of the unit to which it is made but also to increase the total of all authorizations for the budget year.

Restrictions of state law limit the grand total of appropriations, which can be made for a budget year to the total amount in the original budget approved for the year. Authority does exist for appropriations to meet emergencies not foreseeable at the time of the adoption of the budget and certain types of grants-in-aid, gifts, or certain kinds of receipts are sufficient justification for permitting the original grand total to be exceeded.

The City of Cedar Falls has the broad authority to make supplemental appropriations during the course of the budget year provided that either: (1) surplus from prior years becomes available, or (2) revenue for the budget year is found to be exceeding the budgeted revenue in amounts sufficient to finance the supplemental appropriations.

The manner of implementing supplemental appropriations follows the same basic procedure as initial budget approval including public hearings and City Council endorsement.

6. There are only a few circumstances in which administrative transfers of appropriations are desirable. Illustrative of these are:

- a. Distribution of appropriations to achieve a specific purpose when it has not been feasible to make such distribution at the time of the adoption of the budget. Thus, if a general salary adjustment is contemplated, time may not permit prior determination of the specific amount required by each budget unit. Or, if appropriations are made under which the Financial Services Division may make certain selected pay adjustments in the course of the year to facilitate critical recruitment or meet serious inequities, executive discretion is indicated as the most desirable method.
- b. Transfers of appropriations to accompany the transfer of functions between departments or budget units. In the course of a budget year it may be desirable to transfer a function from one unit of the government to another, e.g., certain data processing operations or the performance of certain inspection functions. If the executive has the authority to make such transfers of functions, they should logically also have the power to transfer the appropriations, which pertain to their performance.

Except for transfers made by executive order to achieve one of the foregoing kinds of purposes, both transfers and supplemental appropriations should be subjected to rigorous review by both the executive and legislative branches of the government. This is especially true in the case of transfers or supplemental appropriations, which provide the basis for a permanent modification in the level of expenditures or services.

7. In the review and approval of such appropriations, a full analysis of the work program and fiscal impact of the proposed actions for both the current budget year and for succeeding budget years is made. Moreover, departments are put to a much heavier proof of the need for such changes in appropriations than in the regular budget - primarily to discourage the misuse of the adjustment route when good planning would have resulted in presentation of the request in the course of regular budget preparation.
 - a. At the time a department originates a request for either a budget transfer of the type indicated or a supplemental appropriation, it is required to disclose whether this matter was covered in the regular budget requests for the present or any recent year. It is required to justify why conditions now warrant the item when it was not approved in the course of regular budget consideration.
 - b. The request must be clearly set forth whether the request is for a nonrecurring purpose, e.g., replacement of a roof, or for a purpose that is likely to be recurring.
 - c. If the purpose for which the new authorization is sought is not in the original budget requests, a detailed explanation is required as to why it

was omitted earlier but now becomes of such pressing importance that it cannot go over until the next budget year. The department proposing the supplemental appropriation or transfer must complete a budget amendment request.

8. No expenditure of funds will be permitted unless an unencumbered balance exists in the appropriation and the allotment against which the expenditure is proposed to be made. The information to be provided on the request includes:
 - a. An indication of whether or not this item was included in the department's original budget request.
 - b. Identification of the item as a recurring or nonrecurring expenditure.
 - c. An indication of the type of adjustment requested.
 - d. The account number and account title from which the adjustment is to be taken and the amount of the adjustment.
 - e. Certification from the Financial Services Division of the unencumbered balance in each account before the adjustment.
 - f. The account number and account title to which the adjustment is to be added and the amount of the adjustment.
 - g. Certification from the Financial Services Division of the unencumbered balance in each account after the adjustment.
 - h. An explanation of the reasons for the adjustment request.

SECTION 7
ACCOUNTS PAYABLE

7.01 INTRODUCTION:

It is the responsibility of the Department of Finance & Business Operations to ensure that all bills that are paid comply with the policies established by the City Council. All bills against the City must be endorsed by the City Council, and it is the responsibility of the Department of Finance & Business Operations to ensure the accuracy of the bill information presented to the Council for approval.

7.02 PROCEDURE:

1. When preparing a bill for payment, the purchasing department has the responsibility to perform the following procedures.
 - a. Determine that the invoice is addressed to the City of Cedar Falls.
 - b. Compare the invoice to the merchandise to determine if the merchandise was received and that the City is paying the correct amount for what was received.
 - c. Take all available discounts and deduct taxes that were added to the invoice (if applicable).
 - d. Compare prices on the invoices to contract amounts (if applicable).
 - e. Enter the invoice data into the financial system ensuring that the following data is entered correctly:
 - 1) Vendor Name.
 - 2) Vendor Number.
 - 3) Invoice Number.
 - 4) Invoice Date.
 - 5) Total amount to be paid.
 - 6) Description of purchase.
 - 7) Account number or numbers from which payment should be made. If payment is to be made from more than one account number, each

account and the appropriate amount to be charged must be listed.

- 8) Project number of appropriate project to be charged.
- f. Obtain proper approval from the Department Director or his designee.
- g. Perform a math check.
- h. Capital asset tag number if the invoice is for an equipment item of greater than \$5,000.00 and with a life in excess of one year; or land, building, or infrastructure capital item greater than \$5,000.00 and with a life in excess of one year.
- i. With the exception of items outlined in 7.03 4 invoices will be processed for the next appropriate Council date unless unusual circumstances require payment by a specified date. If it is necessary for an invoice to be issued with a daily check, requests must be received in the Financial Services Division one day prior to the date needed.

7.03 ROUTING:

Initiating departments shall send the entered invoice batches to the Financial Services Division for processing.

- 1. In processing invoices, the Financial Services Division shall verify the completeness and correctness of the entered invoice with particular emphasis on the following:
 - a. After the bill is received by the Financial Services Division, a Financial Clerk has the responsibility to perform the following procedures.
 - 1) Determine that the invoice is addressed to the City of Cedar Falls.
 - 2) Take all available discounts and deduct taxes that were added to the invoice (if applicable).
 - 3) An accurate description has been entered in the system
 - 4) Correct dollar amounts have been entered in the system
 - 5) Perform a math check.
 - 6) Proper approval has been obtained.

- 7) Bid/Quotation form is attached to invoice if item is a capital asset for equipment that has a value greater than \$5,000 and with a life expectancy of greater than one year.
- b. The Controller/City Treasurer or Director of Finance & Business Operations is responsible for the following duties:
- 1) Check for the appropriateness of the purchase.
 - 2) Determine whether the purchasing department has the money in their budget for the purchase.
 - 3) Determine if the purchase was budgeted.
 - 4) Check the capital asset number.
 - 5) Verify the account number.
 - 6) Review the invoice batch for proper approval.
 - 7) Spot check the following:
 - (a) Tax was not paid and all discounts were taken.
 - (b) The invoice was addressed to the City.
 - (c) Perform a math check.

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2. After approval for payment, a check group is created by the Financial Clerk.
- a. A list of the checks goes to Council for approval and must be signed by a minimum of three Council members.
 - b. After Council approval is received, a Financial Clerk prints the checks with the appropriate signatures.
 - 1) The blank check stock is kept in a locked cabinet in the vault.
 - 2) Checks cannot be printed or signed until the Financial Clerk has signed onto the laser check software.
 - 3) The Controller/City Treasurer or his/her designee reviews the check register disbursement total and compares this to the list of checks approved by the Council, assuring these amounts match.

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- c. Accounts Payable.

- 1) When an invoice is entered into the computer, it is automatically charged to the appropriate account and is reflected on the financial statements.
 - 2) At the end of the fiscal year, the Controller/City Treasurer reviews all invoices and determines which fiscal year the item was received or service was performed. The invoices are then coded to be reflected in the correct fiscal year.
3. The criteria for approval and routing of disapproved Payment Requests are the same as outlined in Section 6.01 5c.
4. The use of daily checks, which are preapproved items, shall be limited to the following character and object accounts:
 - a. Personal Services. For Financial Services use only.
 - b. Employee reimbursements, including but not limited to travel and training.
 - c. Postage.
 - d. Recording fees.
 - e. Refunds for cancelled programs.
 - f. Library invoices.
 - g. Housing assistance payments.
 - h. Interfund transfers.
 - i. Easements and right-of-way.
 - j. Landfill payment.
 - k. Debt Service payments.
 - l. Phone and utility payments.
 - m. Demolition contract payments.
 - n. CDBG – Housing rehab payments.
 - o. Items which have already been approved by the City Council, including but not limited to liability claims.
 - p. Claim settlements less than \$25,000, with approval of Risk Management

Committee. (see Administrative Policy No. 3)

- q. Worker compensation payments.

7.04 APPROVAL:

As described in Section 3.02 3, a city department making a purchase over \$10,000.00 in value which is not associated with a larger project which has been previously endorsed shall submit the request to the Director of Finance & Business Operations or his duly authorized representative for evaluation. Listed below are examples of items over \$10,000.00, which may be purchased without the pre-authorization of Finance & Business Operations. They include:

1. Capital Projects: Approval of individual bills for labor, materials and supplies is not required for capital projects which have been approved by the City Council in the Capital Improvements Program, operating budget, and are programmed by the Department of Finance & Business Operations in the City's Cash Management schedule.

Authorizations to proceed with any capital projects must be secured from the Department of Finance & Business Operations, which will advise the project-managing department, whether bids or quotes are required and confirm the timing for release of funds to complete the project. This authorization should be received prior to the occurrence of any bill for the capital project.

All bills related to a specific capital project should be labeled as such when the invoices are submitted to the Department of Finance & Business Operations for approval and payment.

2. Operating supplies and services: Items purchased under supply contract, such as linens, fuel, utilities, telephone, office supplies, professional services, or uniforms may be purchased at any time by a department, assuming the purchases comply with purchases from an authorized contractor.
3. In-house billings and grant payments: Items such as printing, vehicle repair, health insurance, life insurance, long term disability insurance, F.I.C.A., I.P.E.R.S., Workers' Compensation benefits., postage, Section 8 reimbursements, and Rental Rehab. Grants may be authorized and forwarded for payment to the Department of Finance & Business Operations without pre-authorization.
4. Dues, Memberships & Travel: All dues, memberships, and travel which have been pre-approved by the Mayor/City Administrator, in compliance with other administrative policies, need not have a second authorization if the expense is over \$10,000

in value.

5. Repairs and Maintenance Supplies: Items required for the repair and maintenance of City equipment, buildings, and structures, such as lumber, vehicle parts, computer parts, hardware, equipment rentals, and safety supplies are not subject to the \$10,000.00 requirement.
6. Emergency/Rapid need purchases: In compliance with Ordinance No.2825, a department may make a purchase over \$200.00 for an emergency or rapid need purchase, if it is deemed necessary by the Controller/City Treasurer, and the Controller/City Treasurer can first obtain approval of two members of the City Council to approve the purchase.

In summary, the major items which are subject to pre-authorization by the Finance & Business Operations Department will normally occur in each department's 9000 series, Capital Operating Budgets. Typically, these will include capital items such as equipment and vehicles; however, vehicle purchases that have been programmed as a part of the City's Cash Management Plan, timed for purchase, and have obtained the proper quotations, can be placed for Council consideration without authorization.

The procedures in Section 3.02 do not preempt or provide for the purchase of items, which are unbudgeted. If an item is proposed to be purchased, which is unbudgeted, it is necessary to go through the procedures outlined in Section 3.02, which mandates Appropriations Resolution Compliance. This policy mandates that an amendment form be filed by the requesting department with the Department of Finance & Business Operations for the appropriate approvals to make budgetary adjustments or transfers as may be required.

7.05 ELECTRONIC FUNDS TRANSFERS (EFT):

Electronic Funds Transfers are used to make payments for debt service, retirement plans, insurance claims, sales tax payments, merchant account point of sale fees, miscellaneous bank fees, and payroll tax payments.

1. Financial Services Responsibilities

- a. An Financial Clerk compiles the necessary data to make the Electronic funds transfer, and receives approval from the Controller/City Treasurer or his/her designee for all EFT transfers.
- b. The Controller/City Treasurer or his/her designee initiates the transfer by entering the information into the computer.
- c. The Controller/City Treasurer or his/her designee confirms and approves the information to be transferred.

- d. Maximum amounts have been established for all types of electronic funds transfers. The employees are unable to make transfers in excess of the maximum limits.

2. Bank's Responsibilities

- a. Receive the information from the City.
- b. Resolve any questions that arise.
- c. Send the payment to the correct agency by the effective date.

7.06 BANK RECONCILIATIONS:

1. The bank delivers the bank statements to the City by the fifth working day of the month.
2. A Financial Clerk who does not otherwise perform accounts payable or accounts receivable transactions evaluates the statements and investigates any discrepancies between the City's books and the bank statements, such as:
 - a. Any revenues that were deposited directly into the bank, without notification in Financial Services.
 - b. Incorrect service charges.
3. The City's financial records are then reconciled with the bank statement by the Financial Clerk under the direction of the Controller/City Treasurer.

7.07 ACCOUNTING FOR DEBT SERVICE PAYMENTS:

1. Principal and interest payments for general obligation bonds are made from the Debt Service Fund. Property taxes are levied in the Debt Service Fund to make the general obligation bond payments for principal and interest. Payments are made by Electronic Funds Transfers described in Section 7.05.
2. Principal and interest payments for revenue bonds are made from the Debt Service Fund. Transfers are made from the appropriate funds, such as Sewer Rental, Refuse, and Hospital to make the revenue bond debt service payments. Payments are made by E.F.T. as described in Section 7.05.

7.08 GENERAL LEDGER FINANCIAL ACTIVITY:

1. Journal Entries: Journal entries are prepared by various Financial Services

personnel, approved by the Controller/City Treasurer or Director of Finance & Business Operations, and entered by another Financial Clerk.

- a. **Bank Statement:** At the end of every month the Financial Clerk who prepares the Bank Reconciliation reviews the bank statements and prepares journal entries for any bank activity that the City has not entered into their general ledger. Examples of these entries are:
 - 1) Interest earned on the account.
 - 2) Direct deposit of revenues from parking, inspection services, cultural, aquatic, recreation, police, public records, and library.
 - 3) Debt Service payments that are wired from the bank.
 - 4) Federal or state funds directly deposited into bank account.
 - b. **Corrections:** Any errors made during the month are corrected by journal entry or account correction. A detailed list of the monthly financial activity is reviewed by the Controller/City Treasurer to determine the accuracy of the list and journal entries are written to correct any errors found during that review.
 - c. **Payroll:** EFT checks are written for any payments that are wired directly from the bank. Examples of these are the state tax payment and the police and fire retirement payments to the state retirement system.
2. **Month-End Close:** A Financial Clerk runs the month-end close procedure on the computer by the 15th day of the next month.
 3. **Year-End Close:** After it is determined that all activity for a fiscal year has been completed, the year-end procedure is run on the computer.
 4. **Year-End Procedures:** The Controller/City Treasurer has certain year-end procedures to perform prior to the annual financial audit being performed. These procedures include:
 - a. Balance capital assets.
 - b. Inventory observation in certain divisions.
 - c. Prepare workpapers for accounts receivables, payables, and other accrued items in all funds.
 - d. Prepare year-end journal entries using the information from the workpapers.

- e. Prepare and balance the balance sheets and income statements for all funds of the City.
- f. Compile the Comprehensive Annual Financial Report.

SECTION 8
PURCHASE ORDER

8.01 PURCHASE ORDER:

A written purchase order is an offer to buy, an acceptance of an offer to sell, or a confirmation between two or more competent parties. The Purchase Order is a legal document and; upon acceptance by a vendor, becomes a contract.

1. It is issued only when requested by the purchasing department. Only Financial Services is authorized to originate this document.
2. In generating a purchase order, Financial Services must include the following information:
 - a. Date originated.
 - b. Vendor's name, address, and vendor number.
 - c. Department to receive supplies or service, with address.
 - d. Requisition number.
 - e. Quantity required.
 - f. Unit (each, box, etc.).
 - g. Description of supplies or service.
 - h. Unit price(s) if applicable.
 - i. Quotation/Bid amount if applicable.
 - j. Scheduled delivery, if known.
 - k. Shipping instructions.
 - l. Any additional information to clarify intent or needs of the City, or to prevent possible misunderstanding.
 - m. Authorized signatures with date.

8.02 ROUTING

1. The Financial Services Division will be responsible for expeditiously resolving any difficulties, which arise in processing. After approval, the purchase order will be returned to requesting department for distribution.
2. Two (2) copies of the purchase order are distributed as follows:
 - a. One copy goes to the vendor as a contractual order.
 - b. One copy is retained by a Financial Clerk in the Financial Services Division.

8.03 SAFETY BOOTS

1. Certain ~~Municipal Operations & Programs~~Public Works and Community Development employees are required to wear safety boots when working for the City of Cedar Falls. The City is required by contract to pay for each pair of safety boots in an amount set by contract.
2. The supervisors in the ~~Municipal Operations & Programs~~Public Works and Community Development departments shall determine if an employee requires a new pair of boots. After that determination is made, the supervisor contacts the Financial Services Division for a purchase order.
3. The Financial Services Division issues the purchase order to the requesting supervisor, maintaining a record of the purchase orders that have been issued.
4. The employee uses the purchase order to purchase boots from pre-approved vendors.
5. The employee is responsible for paying the vendor the amount in excess of the amount stated in the union contract.
6. The vendor sends the bills and copies of the purchase orders to the Financial Services Division for payment.
7. A Financial Clerk checks the purchase orders for accuracy and a check is issued following the procedures in Section 7.02.



City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
319-268-5108
319-268-5126 (fax)

P.O. Number

**PURCHASE ORDER
CITY OF CEDAR FALLS, IOWA**

Order From:

Ship To:

Date:

Quantity	Description	Price
Sales Tax Exempt: FID# 42-6004332		
Total		\$ -
Please show this order number on all invoices, correspondence, and packages.		
Department:		Director of Finance & Business Operations

City of Cedar Falls Purchase Order

SECTION 9
BLANKET CONTRACTS

9.01 DEFINITION:

Blanket Contracts shall be awarded on the basis of normal quotation procedures as described in Section 11 when materials and/or services can be specified and are determined to be of a competitive nature. A Blanket Contract is an order used for either of the following types of purchases:

1. Routine purchases of materials and/or services of a relatively minor nature, necessary for the day-to-day operation of the City, which are purchased on a regular basis. This would include office supplies, uniforms, paper products, linen services, and pest control.
2. Specific materials and/or services to be purchased over a specified period of time. This would include gasoline, gravel, fuel, sand, salt, lease payments, etc. These Blanket Contracts are normally awarded as a result of telephone quotations or written competitive quotes.
3. Insurance Requirements: Proof of insurance may be required prior to issuance of a Blanket contract for services to be performed on City property. The amount of coverage required shall be based on risk factor and determined by the City's Risk Management Committee.

9.02 AREAS OF RESPONSIBILITY:

1. Financial Services.
 - a. Identify the need to have a blanket contract through examination of past purchasing records.
 - b. Solicit quotes from qualified local suppliers if there is more than one accessible supplier.
 - c. Select vendor by evaluating the quality of product, quality of service, and cost.
 - d. Inform the using departments which vendor was chosen.
 - e. Process the vendor invoice for payment.

- f. Resolve problems that arise between vendors and using departments.
- g. Maintain a Blanket Contract file for each current contract. Along with the contract, this file shall contain any documents related to the contract.

2. Using Department.

- a. Purchase the particular supplies from the chosen vendor only.
- b. Receive the merchandise and compare to invoice and quotes.
- c. Process the vendor invoice for payment.

9.03 PURCHASE AND PAYMENT:

Invoices shall be processed in the manner described in 7.01.

1. The Financial Services Division shall verify the validity of account numbers on all invoices and Amendment forms, and shall have the authority to approve or disapprove the request, based on the availability of funds. A request, which has been disapproved by the Financial Services Division, will be returned to the requesting Department Director.
2. The Financial Services Division shall verify the accuracy of all account numbers shown for expenditure on the invoice batch submitted by departments.
3. The Financial Services Division shall have the authority to approve or disapprove all non-conforming expenditures against Blanket Contracts. The approval or disapproval shall be based on the availability of funds, the accuracy of the account number shown for expenditure, compliance of the purchase with Purchasing Procedures and Policies, and any restriction placed on the Blanket Contract at the time of award. An invoice disapproved by the Financial Services Division will be returned to the originating department.

SECTION 10

EMERGENCY AND RAPID NEED PURCHASES

10.01 EMERGENCY PURCHASES:

1. Definition: An emergency purchase is justified when a situation or occurrence, which is of a serious nature, develops suddenly and unexpectedly and demands immediate action. This is applicable only to supplies and/or services whose immediate procurement is essential to prevent delays, which may vitally affect the life, safety, and health of citizens, or serious loss or injury to the City.
2. Prior Planning: Failure to exercise reasonable diligence and foresight in anticipating departmental requirements is not justification for using Emergency Procedures.
3. Emergency Purchase During Regular Business Hours: Such purchases will be made by the requesting department using the following procedures:
 - a. Notify the Controller/City Treasurer by telephone that an emergency purchase must be made describing the situation and the purchase to be made.
 - b. Competitive quotations shall be solicited where possible and deemed appropriate by the Controller/City Treasurer. However, the purchase will be made where available in emergency situations, with consideration of delivery schedule a paramount consideration.
 - c. If the purchase is less than the \$25,000, the emergency purchase shall be recorded by the Controller/City Treasurer, and shall be open to public inspection
 - d. If the purchase is equal to or in excess of \$25,000.00 but less than \$50,000, the Controller/City Treasurer shall forward all related documents to the Director of Finance & Business Operations. The Director will contact the City Administrator for approval to proceed and the documentation shall be open to public inspection.
 - e. If the purchase is equal to or in excess of \$50,000 , the Controller/City Treasurer shall forward all related documents to the Director Finance & Business Operations who will forward to the City Administrator. The City Administrator will forward to the Mayor, Mayor Pro Tem, or the Administration Committee Chair for approval to proceed and the documentation shall be open to public inspection.

4. Emergency Purchase during other than regular business hours: Emergency purchases may be made by a Department Director during other than regular business hours. A Division Manager may be authorized in advance by a memo submitted by the Department Director.
- a. A written explanation of the emergency purchase shall be furnished to the Financial Services Division no later than the following work day. Any attempt to solicit competitive prices should be included in this statement.
 - b. If the purchase is less than \$25,000.00, a record of the emergency purchase shall be kept on file by the Controller/City Treasurer and shall be open to public inspection.
 - c. If the purchase is equal to or in excess of \$25,000.00, but less than \$50,000, the Controller/City Treasurer shall forward all related documents, including a report from the requesting Department Director, to the Director of Finance & Business Operations and to the City Administrator. .
 - d. If the purchase is equal to or in excess of \$50,000, the Controller/City Treasurer shall forward all related documents, including a report from the requesting Department Director, to the Director of Finance & Business Operations and the City Administrator for presentation to the City Council.
5. Emergency Repairs of Public Improvements: Emergency repair of public improvements shall be in accordance with the *Code of Iowa*.

10.02 RAPID NEED PURCHASES:

CAUTION: Rapid need requests will be closely scrutinized to prevent abuse. A rapid need purchase is justified when the need for the requested materials and/or services could not have been predicted. These materials and/or services must be procured in less than the normal allotted time span in order to continue a vital service to the community.

1. Rapid need purchase procedure:
 - a. The request may be telephoned to the Financial Services Division, with, a written explanation to follow within one (1) workday.
 - b. If the situation warrants such action, authorization for purchase may be given by the Controller/City Treasurer, at the time of the telephone request, provided the total expenditure will not be in excess of \$25,000.00.
 - c. The requesting department shall solicit either written or telephone quotations or bids, if deemed appropriate.

- d. If the purchase is in excess of \$25,000.00, the Department Director shall forward all related documents to the Director of Finance & Business Operations for presentation to the City Council. If the City Council waives the requirement for formal bidding procedures, the requesting department shall make the purchase based on quotations or bids received.

10.03 PAYMENT OF EMERGENCY OR RAPID NEED PURCHASES:

1. In all situations the invoice will need to be reviewed and entered following the procedures outlined in Section 7.
2. In circumstances where a check in excess of \$200.00 must be written immediately that should have Council approval, the Controller/City Treasurer shall contact two members of the Cedar Falls City Council. After approval is received, the Controller/City Treasurer shall attach a written statement explaining the situation and the approvals received.

SECTION 11
QUOTATIONS AND BIDS

11.01 BASIS FOR QUOTATIONS OR BIDS:

When a department determines a need to purchase an item, that department will seek a source of the requested materials and/or services.

1. Requirements for solicitation of bids and quotations: The material and/or services requested and approved for purchase are of significant value and/or of a competitive nature.
2. Exemptions from competitive quotation and bidding procedures:
 - a. Repair parts of a sole source nature shall be exempt from competitive quotation and bidding procedures.
 - b. Specialized services shall be exempt from the competitive quotation and bidding process, as deemed appropriate by the Director of Finance & Business Operations except as required by State Law.
 - c. Specialized items of a technical nature shall be exempt from competitive quotation and bidding procedures, except as required by State Law.
 - d. Utilization of State of Iowa, General Services Administration (GSA), National IPA, OMINIA Partners, US Communities, or other state or federal joint purchasing cooperations. Competitively bid State of Iowa or other state or federal contracts available to political subdivisions may be utilized in lieu of soliciting written bids or verbal quotation for the purchase of commodities and services.
3. Special Conditions:
 - a. Proof of insurance: Proof of insurance may be required for public improvement projects, services to be performed on City property, or other contracts for equipment or services. The amount of coverage required shall be based on risk factors and determined by the City's Risk Management Committee.
 - b. Affirmative Action compliance: The City of Cedar Falls adheres to Local, State, and Federal Laws which require that businesses providing goods and services to the City of Cedar Falls are Equal Opportunity Employers. Any contract entered into by the City of Cedar Falls in accordance with this policy ensures that disadvantaged business enterprises will be afforded full

opportunity to submit bids in response to request for bids. They will not be discriminated against on the grounds of race, color, or national origin in consideration of the contract award.

- c. The responsible bid requirement focuses on the bidder, which means the bid is submitted by a bidder who has the financial and technical ability to perform and complete the required work. The responsive bid requirement focuses on the bid and is a check to ensure the bidder agrees to all that is required in the plans, specifications and other requirements of the project.

4. Unique Requirements of Government Contracts

- a. All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Any contract funded through a federal grant shall comply with 2 CFR 200.318 through 200-326 and Appendix II to Part 200.
- b. Contractors must be evaluated when bids are received on their ability to meet State or Federal requirements. The City will not award a federally funded contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov

In addition, no purchases to be covered by a grant can be made prior to the execution of the grant agreement unless approved by the grantor.

11.02 PUBLIC IMPROVEMENT (VERTICAL INFRASTRUCTURE) BIDDING PROCEDURES:

Formal bidding procedures will be used exclusively for public improvement projects in excess of the minimum threshold amount as determined by the State of Iowa. (\$139,000 1/1/19) and in accordance with Chapter 26 of the Code of Iowa. A public improvement project is defined as a building or construction work which is contracted under the control of a governmental entity and is paid for in whole or in part with funds of the governmental entity, including a building or improvement constructed or operated jointly with any other public or private agency, but excluding urban renewal demolition and low-rent housing projects, industrial aid projects authorized under chapter 419, emergency work or repair or maintenance work performed by employees of a governmental entity, and excluding a highway, bridge, or culvert project, and excluding construction or repair or maintenance work performed for a city utility under chapter 388 by its employees or performed for a rural water district under chapter 357A by its employees. For highway, bridge, and culvert projects please refer to section 11.03 below.

1. A "Notice of Request for Bids" shall be posted in three separate places (as noted below) not less than thirteen (13) nor more than forty-five (45) days before the bid filing deadline.

- A relevant contractor plan room service with a statewide circulation
- A relevant construction lead generating service with state wide circulation
- An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.

The notice shall contain the following information:

- a. The time and place for filing sealed bids.
 - b. The time and place sealed bids will be opened and considered on behalf of the City.
 - c. The general nature of the public improvement on which bids are requested.
 - d. In general terms when the work must be commenced and completed.
 - e. That each bidder shall accompany the bid with a bid security as defined in section 26.8 and as specified by the City.
 - f. Any further information, which the City deems pertinent.
2. A public hearing on the proposed plans, specifications, form of contract, and estimated cost has been held in compliance with Chapter 26 of State of Iowa. A notice of the public hearing shall be published in one (1) official designated City newspaper not less than four (4) nor more than twenty (20) days prior to the date of the hearing.
3. Preparation of contract documents will include preparation of the Notice to Bidders as required by the Code of Iowa. The notice will be furnished to the City Clerk with the preliminary plans and specifications and the City Clerk will arrange for the publication of the notice.
4. Unsuccessful bidders shall be entitled to the return of bid bonds. A successful bidder shall forfeit any surety required upon failure to enter into a contract within the time span specified.
5. Disposition of Bids and Bid Bonds:
- a. Bids shall be opened at the time and place specified in the "Notice of Request for Bids."
 - b. A Tabulation of bids received shall be made and shall be available for

public inspection.

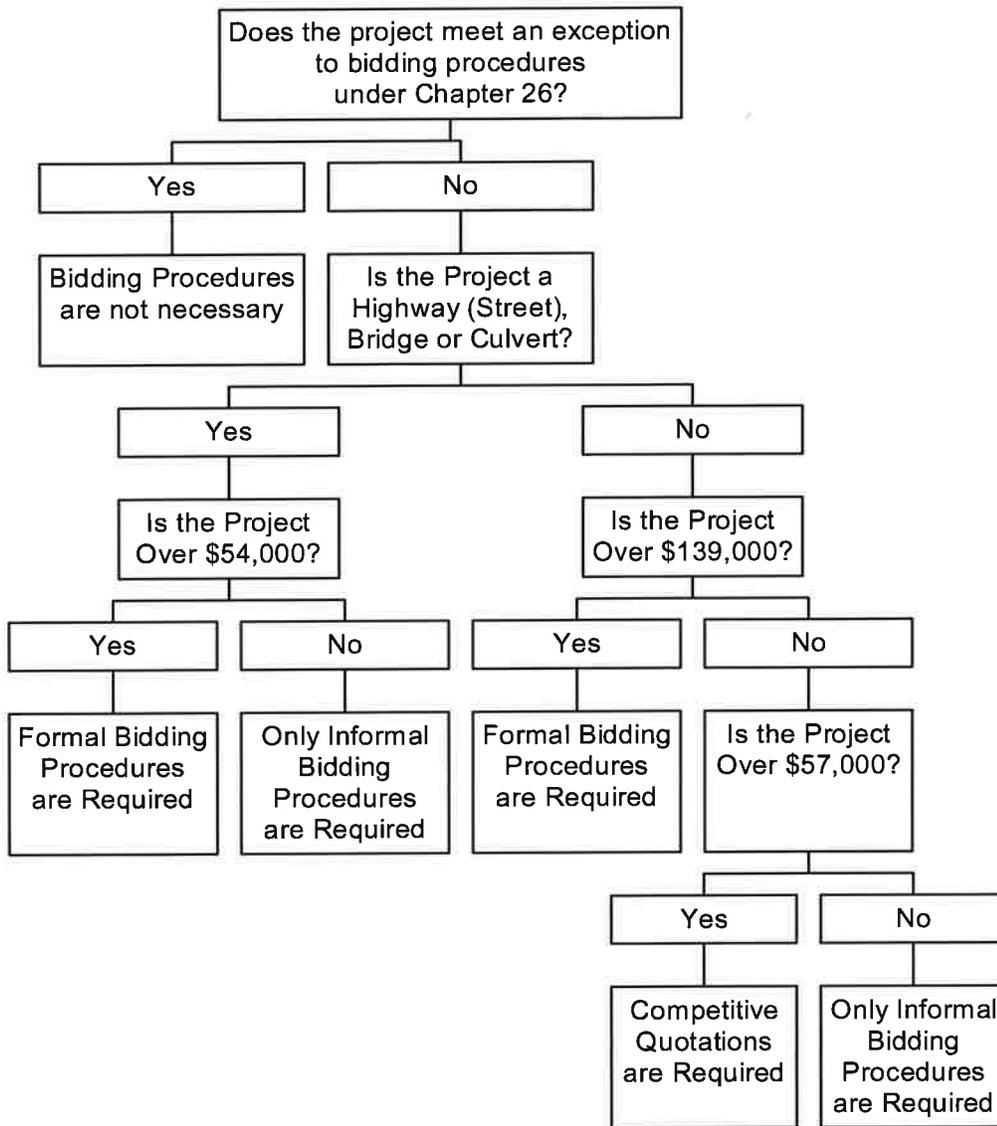
- c. A summary of all bids shall be retained in the Financial Services Division.
 - d. One (1) copy of the original offer and award form shall be forwarded to the City Clerk after the opening of the bids.
 - e. The requesting department will consult with the Director of Finance & Business Operations before the final recommendation for award is submitted by the requesting department to the City Council if the project is not included in the budget or capital improvements program or if the bid received is in excess of the budgeted amount.
 - f. The City Council shall award all formal contracts.
 - g. The City Attorney shall review the standard contract to be used. If there are modifications to the standard contract, the City Attorney will review the contract before it is approved by Council.
 - h. The City Council shall approve all performance bonds for construction contracts.
 - i. Following the City Council's award of contract, and approval of the performance bond when required, the requesting department shall award the contract.
 - j. The responsible department shall return bid bonds to unsuccessful bidders following the award of contract by the City Council, and the approval of the performance bond when required.
 - k. The City Clerk shall prepare contract documents when necessary, and shall forward completed contract documents to the successful bidder as awarded by the City Council.
6. If a public improvement is less than the threshold as determined by the State of Iowa (\$139,000 1/1/19) and more than the threshold as determined by the State of Iowa (\$57,000 1/1/19), formal bidding procedures are not necessary. However, competitive quotations must be received. When competitive quotations are required the City shall make a good faith effort to obtain quotations for the work from at least two (2) contractors regularly engaged in such work prior to the letting of a contract.
- a. The quotes shall be solicited by the appropriate department.
 - b. After quotes are received the department determines the lowest bid.

- c. The summary of quotes are to be provided to Financial Services where they will be kept on file.
 - d. A contract for the improvement shall than be approved by City Council.
7. If a public improvement falls under the minimum threshold as determined by the State of Iowa (\$57,000 1/1/19), neither formal bidding procedures nor competitive quotations are necessary.
- a. The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
 - b. If a contract is needed for the project, it shall be approved by the City Council.
8. All public improvements in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds.

11.03 HIGHWAY, BRIDGE, AND CULVERT (HORIZONTAL INFRASTRUCTURE) BIDDING PROCEDURES:

- 1. If a horizontal infrastructure project is more than the threshold as determined by the State of Iowa (~~\$48,000~~\$54,000 1/1/~~1922~~). Formal bidding procedures are required as described in section 11.02.
- 2. If a horizontal infrastructure project is less than the threshold as determined by the State of Iowa (~~\$48,000~~\$54,000 1/1/~~1922~~), formal bidding procedures and competitive quotations are not required.
 - a. The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
 - b. If a contract is needed for the project, it shall be approved by the City Council.

Public Improvement Bidding Procedures

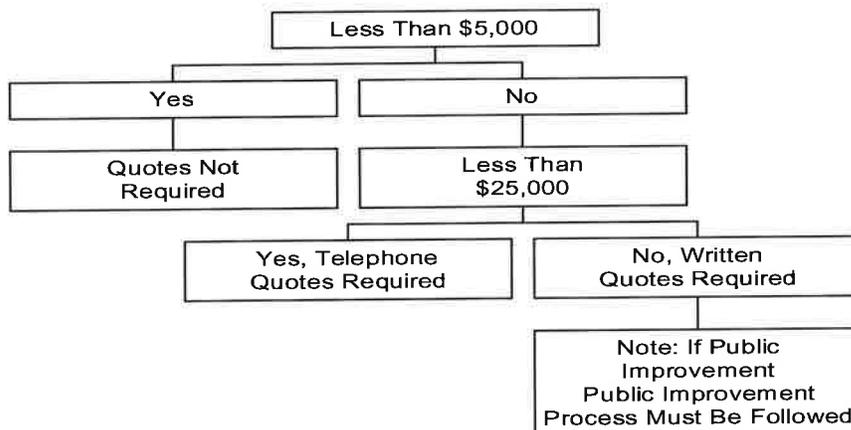


11.04 WRITTEN QUOTATIONS:

Requests for the purchase of equipment, commodities and/or services with an estimated value of \$25,000 or greater shall receive written quotations. All requests in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds, unless as described in Section 7.04(6) under vehicle purchases that have been programmed as a part of the City's Cash Management Plan. A purchase of equipment, commodities and/or services with a total of less than \$25,000.00 shall be evaluated by the requesting Department Director to determine if the material and/or services requested meet the requirements for requesting quotations.

1. 10-30 days should be allowed from receipt of an approved Requisition and any required specifications to award of purchase.
2. Telephone quotations must be taken by the requesting department on purchases of equipment, commodities, and/or services in excess of \$5,000.00 and less than \$25,000.00.
3. If it is determined to be in the best interest of the City, written quotations will be requested by the using department.
4. Awards of formal or informal bids on the purchase of equipment, commodities, and/or services shall be made by the requesting department director. Award shall be based on the lowest and best bid as determined by the requesting department.
5. The bids and quotations shall be filed with the Financial Services Division.

Purchasing Flow Chart
Equipment, Commodities and/or Services



11.05 COMPETITIVE NEGOTIATIONS:

If under \$25,000.00 and if deemed appropriate by the Director of Finance & Business Operations, competitive negotiations may be used rather than competitive sealed bids or quotations. If over \$25,000.00, City Council approval is required prior to commencing competitive negotiations.

1. A Negotiating Team shall be formed consisting of representatives of the Finance & Business Operations Department and the requesting department. Technical advisors may also be included if applicable.
2. Prospective bidders will be supplied with a request for a proposal. This request will state in general terms the materials and/or services to be purchased, and will include the evaluation criteria.
3. The Negotiating Team will review the proposals received and will then negotiate with bidders to procure the materials and/or services required.

11.06 PROFESSIONAL CONSULTANTS:

These procedures will assist in identifying prospective consultants, selecting the most qualified consultant for the project, and developing a consultant contract that will best protect the City's interest. These procedures shall not conflict with federal or state rules or regulations as they relate to professional consultants.

1. The following procedures should be utilized whenever consultant work in excess of \$50,000.00 is required. When consultant work of less than \$50,000.00 is required, procedures (c) through (i) concerning the need to make a consultant selection from among several prospective consultants may be eliminated. Staff may then negotiate a contract with a consultant qualified to perform the work desired. If the consultant work is in excess of \$50,000, however, the work is an extension of an existing or prior project, please see 11.06 2.
 - a. Establish a selection team consisting of appropriate City staff and other City officials as designated. Technical advisors may also be included if applicable. The selection team should be involved in all phases of the selection process.
 - b. Identify in writing the preconceived needs of the City, including a general statement of what City staff perceives the scope of services to be. The City's scope of services may be adjusted after the consultant interviews due to information provided by prospective consultants in the interviews that results in an alteration of the work plan.
 - c. Send out a Request for Proposal to pre-qualified consultants who have been

identified as performing professional services similar to the needs of the City. It will be the responsibility of the selection team to determine who the qualified consultants are. Ideally, requests for qualifications should be sent to three to seven consultants depending on the number of consultants available to perform the type of work desired. The scope of services of the City should be included in the letter sent to prospective consultants. In addition, the letter should include a brief community profile, the contact information for the selection team, and any other information, which may be useful to prospective consultants. In some instances, the request should also contain the information in item (g) below.

- d. The following should be considered in order to obtain a list of at least three consultants from which to send requests for proposals:
 - 1) Always include all the local consultants that appear to have the expertise necessary to perform the desired work.
 - 2) Contact state and national professional consulting associations and other communities who have utilized consultants to perform this type of work in the past.
 - 3) If it is necessary to reduce the list to a manageable size, preference should be given to those consultants which are located in the closest proximity to Cedar Falls along with those firms which the City may know are exceptionally qualified to perform the desired work.
- e. The request for proposal should ask each candidate to submit:
 - 1) A general profile of their firm.
 - 2) The qualifications of the personnel to be used on this project, the projects which the consultant and those individuals have performed of a similar nature, and their availability to perform the desired work within the time frame specified by the City.
- f. The selection team should meet to review the qualifications of the consultants, which submit letters of interest to determine those consultants who appear to be qualified and can meet the City's time frame. Check the past work record of those consultants with entities who have utilized their services in the past to perform similar projects and determine their level of satisfaction with the consultant's work. Based on this review, reduce the list to three or more consultants from which to interview, if that many consultants can demonstrate expertise for furnishing services.
- g. Ask each interviewee to submit, prior to the interview, a preliminary scope of services for the project, the company organization, and the name of the

project coordinator/manager who will be utilized for this project. Request that the project coordinator/manager be present at the interview session. This consultant should also submit information concerning the availability of personnel to be assigned to the project, a typical form of contract that they have used on similar projects, and a sample of a written report, which they have developed on a similar assignment. Set a time for the interview and inform the consultant of the amount of time to be allowed for the consultant's formal presentation.

h. Interview Session:

- 1) The selection team will conduct all interview sessions, which are to be held in private. The selection team should meet prior to conducting the interviews to develop a list of questions to ask the interviewees and to establish weighting criteria to evaluate the consultants. The weighting criteria should include both cost and quality factors such as those identified in h.(2) and (3) below:
- 2) Ask each consultant to make a formal presentation within the predetermined time limit describing their credentials and how they would solve the needs of the City. Consultants should also indicate how they have solved similar assignments for other communities.
- 3) Following the formal presentation, interaction with the interviewee should take place with questions covering the following topics and others which may be appropriate:
 - a) Question the personal credentials if not properly identified during the formal presentation (license to practice, etc.).
 - b) Question the availability of the consultant to perform the work (particularly if their present work load appears to be substantial) and how successful they have been in completing other projects on time. Also ask if the work to be accomplished is with present staff or through additions to the consultant's staff.
 - c) Ask each consultant to define how they see the problem and what they see as the City's goals and objectives in using their consultant's services.
 - d) Ask questions concerning the procedures and methods the consultant proposes to use to solve the problem and attempt to challenge the problem. Also, attempt to challenge the consultant to provide innovations they would use to solve this problem. Also, attempt to obtain the consultant's knowledge of the state-of-the-art technology in this field.

- e) Ask for a budget range, which the consultant expects to expend to conduct this project.
 - f) Ask the consultant about the facilities and equipment they either own or have access to for use on this project, including computer equipment, reproduction and communication equipment, laboratory and testing equipment, and other specialized equipment applicable to this project.
 - g) Ask each consultant if any of his or her professional services for this project are to be subcontracted. Also, ask if any of their services are to be performed as a joint venture with another firm. If the project is receiving federal aid, the consultant shall provide proof of adhering to federal aid guidelines for subcontractors.
 - h) Discuss the typical form of contract used for this service on this type of project or alternative forms of contract.
- i. Selection Process:
- 1) The selection team should meet to evaluate each consultant, utilizing the team's previously established weighting criteria. Conduct phone interviews with references provided by the consultant to determine those entities' satisfaction with the consultant's past performance. In addition, the selection team should attempt to contact other entities that have utilized the consultant other than those entities provided as references by the consultant. If desirable, conduct an on-site examination of the consultant's facilities and equipment to better determine the consultant's ability to perform the assignment.
 - 2) Cedar Falls and Iowa consultants should be given preference if equal proposals are received from more than one consultant, unless prohibited by Federal Law.
 - 3) Make a selection.
- j. Negotiate with the consultant selected as first choice and develop a contract. The following (1) through (6) identify provisions, which should be included in consultant contracts. Examples of these and other contract provisions can be obtained by contacting the City Clerk's Office, which has actual City/consultant contracts on file.
- 1) Agree to the details of each scope of service to be provided including initiation and completion dates for the entire project and major phases of the project as necessary.

- 2) Determine the basis for charges, always including a maximum dollar limit not to be exceeded.
 - 3) Include a provision that the consultant will notify the City in writing if he/she feels that the City is directing the consultant to perform work beyond the scope of services. This notification will include an estimate of the cost, which the consultant proposes for the additional work. Any work to be performed by the consultant beyond the scope of services must be preceded by written authorization from the City requesting such work.
 - 4) If it is anticipated that this contract will result in additional phases of work, negotiate the method of payment to be employed for future contract(s).
 - 5) Include termination provisions in the contract.
 - 6) Include in the contract a provision that the City will assume possession of the final report, documents, and drawings/renditions produced in the course of the project, which are desired by the City.
- k. If the negotiations are unsatisfactory, terminate the negotiations and utilize the procedure outlined in item j) above to negotiate a contract with the interview committee's second choice.
2. If a project is an extension of a current or prior contract, the same consultant may be selected without utilizing the procedures outlined above. Examples of an extension of a contract may include: projects where there are multiple phases and a consultant was selected for an earlier phase, a consultant was selected for a project whose geographical location and project components are contiguous to the upcoming project, or if on a joint private-public project a consultant was selected by the private party and it is cost-effective for the public party to utilize the same consultant. If the consultant work meets these contract extension criteria, staff may negotiate a fair and reasonable price with the consultant.
 3. If a consultant is needed for select studies that are legally confidential, a consultant may be selected by staff after council has directed the staff to proceed with the study.

11.07 SPECIAL EVALUATION CRITERIA:

1. Local Preference

- a. In cases where two or more bids, formal or informal, are equal in all aspects, preference shall be given to the local (Cedar Falls business) bidder.

- b. In cases where two or more bids, formal or informal, are equal in all aspects, preference shall be given to the Iowa vendor if one of the equal bids is not a Cedar Falls business.
- c. A City department making a purchase request may recommend to the Director of Finance & Business Operations purchase of an item from a Cedar Falls business if it is slightly higher than the lowest bid or quotation and if the item's total cost is within the constraints of the line item budget. The selection of a slightly higher quotation must be supported with written documentation that maintenance, accessibility, or service benefits make the purchase financially advantageous in the long run. This policy should only apply to items, which may be purchased by quotation and does not apply to contract for professional services or construction projects, which require bids or other select processes.

2. Total Cost of Ownership

- a. Life cycle cost formulas shall be used where applicable.
- b. Factors such as service, location and availability, warranty, maintenance records, etc. shall be considered where applicable.

3. Vendor performance records shall be considered where applicable.

4. In Resolution #8170 the City Council of the City of Cedar Falls supported the development of City-wide recycling projects and the effort of area recyclers, and the City also adopted a recycling policy to guide its own actions, which included the use of recyclable and recycled paper products whenever appropriate to the need and available at a reasonable rate.

11.08 CHANGE ORDER POLICY - FORMAL CONTRACTS:

- 1. Field Changes and Unit Changes: this type of change order consists of those items, which are necessary to carry out the intent of the original contract.
 - a. The Department Director or designee serving as "project manager" shall have the authority to approve individual field and unit changes up to \$200,000 and when the combined total of all field and unit changes does not exceed 15% of the original contract, subject to the budget provisions in 11.08(1)(d).
 - b. When an individual field and unit change exceeds \$200,000 or the combined total of all field and unit changes exceeds 15% of the original contract, the "project manager" must submit a Change Order Expansion Request to the Department of Finance & Business Operations for approval of

the City Council. Prior to City Council action the Department of Finance & Business Operations shall determine the potential sources of funding for the change order overage.

- c. It will be the responsibility of the "project manager" to keep a running total of change orders for each contract and ensure individual change orders do not exceed \$200,000 or the combined total of all field and unit changes does not exceed 15% of the original contract.
 - d. Total change orders when totaled with the original contract shall not exceed the projects budgeted appropriations previously approved by the City Council.
2. Scope of Work or Project Boundary Change Orders: This type of change order consists of those items, which are outside the scope of the original contract.
- a. When a "project manager" requests a scope of work or project boundary change they must submit the proposal to the Department of Finance & Business Operations for City Council endorsement.
 - b. The Department of Finance & Business Operations will determine if funds are available in the Capital Projects Fund, operating capital account, or Bond Fund.
 - c. Once financial options are determined the Department of Finance & Business Operations shall submit the change to the City Council for endorsement and amendment of the project budget.

11.09 APPRAISAL CONTRACTS:

1. Through the course of purchasing or selling property, the City will need to obtain appraisals to determine the fair and reasonable value of a property.
2. The City shall solicit Request for Proposals (RFPs) for appraisal services.
 - a. The requests will be sent to at least three appraisal firms.
 - b. The proposals shall be evaluated by the Departments of Community Development and Finance & Business Operations and a selection made.
3. As an alternative, the City may elect to do an annual RFP for appraisal services. The same procedures listed in 11.09 2 shall be utilized and then the firm will have a one-year contract to perform all appraisals for the City during that year. The City may elect, however, at any time during the year to seek new RFPs for select appraisals if advantageous to the City.

11.10 LEASE-PURCHASE AND RENTAL AGREEMENTS:

1. Lease-Purchase:

- a. An agreement that conveys the right to use property, plant or equipment, usually for a stated period of time, that meets one or more of the criteria set forth in SFAS No.13 for lease capitalization. The criteria are:
 - 1) The lease transfers ownership by the end of the lease term.
 - 2) The lease contains a bargain purchase option.
 - 3) The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
 - 4) The present value of the minimum lease payments equal or exceed 90 percent of the fair value of the lease property.
- b. An evaluation shall be made by the department making the purchase to determine if lease-purchase or cash purchase of a piece of equipment is more cost effective.
- c. If a lease-purchase is considered the most cost effective method of obtaining property, the purchase shall be made in accordance with other provisions in this manual and shall be approved by Finance & Business Operations

2. Rental Agreement:

- a. A rental agreement is any lease agreement that does not meet the criteria for capitalization set forth in SFAS No.13 and described in Section 11.09 1a.
- b. An evaluation shall be made by the department making the purchase to determine if rental of equipment or a cash purchase is more cost effective.
- c. Rental agreement for all vehicles or for equipment with a fair market value greater than \$5,000.00 requires prior approval of the Finance & Business Operations Department.

11.11 PAYMENTS AND RETENTION FROM PAYMENTS ON FORMAL CONTRACTS

1. Department's responsibilities:

- a. Process the bills from contractors and withhold 5% of retainage on each contractor payment.
- b. Receive final acceptance of the project from the City Council.

- c. Process the bill that will pay the five percent retainage and notify the Financial Services Division that the payment must be held for thirty days.
- d. Provide to Financial Services the appropriate contractor information prior to the start of the project for registration of sales tax exemption certificates.

2. Financial Services Responsibilities:

- a. Write and deliver the checks making monthly pay estimates to the contractors.
- b. Hold the final payment for thirty days after final acceptance by Council.
- c. Register the project and contractors with the State on-line system at the beginning of the project for sales tax exemption certificates.

3. Early Release of Retainage:

- a. At any time after all or any part of the work on the formal contract is substantially completed, the contractor may request the release of all or part of the retained funds owed. The request by the contractor shall be accompanied by a sworn statement of the contractor that, ten calendar days prior to the filing of the request, notice was given to all known subcontractors, sub-subcontractors, and suppliers.
- b. A project is considered substantially complete if the project has been substantially completed in general accordance with the terms and provisions of contract; if the project is substantially complete so that the City can occupy or utilize the public improvement for its intended purpose; if the public improvement has been designated substantially complete by the architect or engineer on the project; or if the project is considered substantially complete because the City is occupying or utilizing the public improvement for its intended purpose.
- c. After receiving the request, if the contractor has met the requirements noted above, the City must release the retainage within thirty (30) days.
- d. The City does reserve the right to withhold 200% of the value of the uncompleted work as determined by the City.

SECTION 12

RECEIVING, INSPECTION, AND TESTING

12.01 INSPECTION:

The using department has the responsibility of inspecting all supplies delivered and services received to determine compliance with the specifications and contracts. The using department shall take such action as necessary to obtain the proper supplies or services from the vendor. Shipments must also be inspected for possible loss or damage, which may have occurred in transit. Any such loss or damage must be noted on the freight company waybill, signed by the delivering carrier and the City employee that inspected the shipment. The waybill and any other pertinent information shall be filed with Financial Services. An Administrative clerk in Financial Services will match the waybill with the invoice when received.

12.02 TESTING:

The testing of materials should be performed when necessary to assure the using department that purchases are satisfactory. The importance of adequate inspection and testing cannot be over-emphasized. It has the following effects:

1. It prevents the direct loss accruing from acceptance of and payment for defective supplies.
2. It has the salutary effect on vendors since the knowledge that supplies will be carefully inspected and may be tested deters the shipment of inferior supplies.
3. It discloses those manufacturers whose supplies consistently conform to specifications, as well as those who habitually take full advantage of the maximum tolerance permitted.
4. It calls to the attention of the vendor imperfections in the products, which the vendor may be voluntarily willing to remedy.

12.03 COMPLETION OF RECEIVING REPORT:

When it is determined that materials or services have been received in good condition and in compliance with the order, the necessary receiving information for capital assets must be forwarded to the Financial Services Division in accordance with the instructions in Section 6 of this manual.

SECTION 13
MATERIALS MANAGEMENT

13.01 INVENTORY:

1. Using Department's Responsibilities:

- a. Each department is responsible for stocking their own frequently-used inventory items and for maintaining control over those items.
- b. On June 30 of every year each department must make a physical count of the inventory they have on hand that day.
 - 1) Inventory items are operating supplies that are expected to be used within a year.
 - 2) The list of inventory on hand on June 30 must include the name of the item, the number on hand, the cost per unit, and total cost.

2. Financial Services' Responsibilities:

- a. Acquire from each of the departments their inventory lists to be included in the audit.
- b. On June 30 spot-check the department inventory listing to ensure accuracy.

13.02 SMALL EQUIPMENT INVENTORY:

1. Using Department's Responsibilities:

- a. Each department is responsible for tracking their small equipment inventory. These items may include, but are not limited to, calculators, small hand tools, rakes, shovels, and office furniture.
- b. Annually, each department must make a physical count of the small equipment inventory that they have.
- c. Include the cost per unit for each inventory item.

2. Financial Services' Responsibilities:

- a. Acquire from each of the departments their small equipment inventory list.
- b. Annually spot-check the departments as they identify their small equipment inventory.

SECTION 14
SURPLUS PROPERTY

14.01 DEFINITION:

Surplus property is that City-owned property which is no longer required or has no practical use by the City. City property shall not be appropriated for private purposes. Surplus property having value will be disposed of in accordance with this Section.

14.02 RESPONSIBILITIES:

The using department shall be responsible for the disposal of all surplus property except as indicated below:

1. Items that have no practical salvage value shall be taken to the Transfer Station.
2. Items that are found at City locations that have not been claimed after a reasonable time and that have nominal or no value will be destroyed or donated.
3. Real estate or any interest in land can only be disposed of by resolution of the City Council after published notice and public hearing. (See Section 364.7 Code of Iowa)
4. Items seized, confiscated, or found by the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
5. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
6. If the disposal is a capital asset item, the using department shall prepare a disposal record to be entered into the Capital Asset System.

14.03 METHODS OF DISPOSAL:

It shall be the responsibility of using departments to notify the Financial Services Division of surplus property in their possession. The method of disposal shall be determined by the Director of Finance & Business Operations.

1. Transfer to other departments: Transfer may be made if a need for the property exists in other departments of the City. The Financial Services

Division shall be notified of the transfer of any item, which has been assigned a capital asset number.

2. Trade-in: Materials may be used in trade if determined by the using department to provide maximum return for the City.
3. Public Auction: The using department may sell surplus property at public auction, provided that the quantity and types of surplus property on hand warrant such action. Any expense incurred in conducting the auction shall be deducted from the auction receipts. Each department shall be informed of the net auction receipts credited to their accounts.
4. Sale: Quotations may be solicited for the sale of surplus property having a sale value of less than \$25,000.00. Formal bids must be solicited for property with a sale value in excess of \$25,000.00.
5. Cannibalizing: Items may be disassembled and used for parts provided that this method is determined by the using department to provide a maximum return for the City.
6. Property, other than land, which has no practical use by the City, but may have value to another governmental body, may be donated to that governmental body for their use.
7. No surplus or obsolete property shall be given to or salvaged by employees
8. Surplus property having a very small nominal value may be sold to employees through an open and fair process.

14.04 DISPOSAL OF POLICE AND PUBLIC SAFETY BADGES:

Since public safety badges are evidence of the holder's apparent law enforcement authority, special procedures should be used when disposing of these items.

1. If an officer does not want to receive his or her badge upon termination of employment, competitive bidding process should be used as described in Section 14.03 4.
2. Before the badge is sold to an outside party or before being given to the officer, it shall be embedded in acrylic or in some other manner rendered incapable of being misused as police or public safety identification.

SECTION 15

FOLLOW-UP AND EXPEDITING

15.01 FOLLOW-UP:

The requesting department will attempt to reconcile shipment and/or delivery problems with the vendor. In all cases of damaged materials, the carton and materials must be held for inspection by the freight company in order to file claim for damages incurred during shipment.

15.02 EXPEDITING:

IF A SHIPMENT IS NOT RECEIVED within a reasonable amount of time, the requesting department should contact vendors in an attempt to expedite shipments.

15.03 REQUESTING DEPARTMENT RESPONSIBILITIES:

It is the responsibility of the using department to plan in advance. Requests for rush deliveries add to the cost of materials and/or services.

Requisition for Purchase forms should be submitted with sufficient time allowed for:

1. Solicitation of bids or quotations.
2. Evaluation of bids or quotations.
3. Receipt of order by the vendor.
4. Delivery, either from vendor's stock or from the manufacturer.

15.04 FINANCIAL SERVICES DIVISION RESPONSIBILITIES:

Financial Services has the responsibility to process requisitions as quickly as possible.

SECTION 16

REIMBURSEMENTS FROM PETTY CASH

16.01 DESCRIPTION:

A Petty Cash Fund will be maintained by various departments and divisions as authorized by the Financial Services Division. Valid requests for reimbursement will be made from this fund. The fund will be reimbursed after supporting documentation for the petty cash expenditures have been submitted to the Financial Services Division.

16.02 REQUEST FOR REIMBURSEMENT PROCEDURE:

A Request for Reimbursement – Documentation should be prepared to reimburse City employees for the purchase of minor non-inventory items in an amount not to exceed \$25.00 per incident.

1. Valid petty cash requests: City employees shall be reimbursed through the Petty Cash Fund for items such as small office supplies, postage, minor automobile and equipment parts and services, and small miscellaneous items.
2. A supplier's cash receipt must be submitted to the departmental employee assigned to the Petty Cash Fund in order for a City employee to be reimbursed from the Petty Cash Fund. No reimbursement will be made without a supplier's cash receipt.
3. Request for Reimbursement – The documentation will be completed by the departmental employee assigned to the Petty Cash Fund : The following information will be included on the documentation:
 - a. Date of request.
 - b. Date of actual purchase.
 - c. Complete account number to be expensed.
 - d. Name of supplier.
 - e. Supplier's receipt number, if given on the receipt.
 - f. Quantity and brief description of each item purchased.
 - g. Approved signature on file of person requesting the reimbursement.

SECTION 17

TRAVEL AND EDUCATION REPORTS

17.01 TRAVEL AND EDUCATION REPORTS:

The City Council approves by resolution annually an operating budget, which includes an 8300 series line item providing for travel and education of employees.

1. Purpose: The purpose of this policy is to establish the procedures for approving travel and education requests and the monitoring of said requests.
2. Procedure:
 - a. Travel Policy
 - 1) Employees holding jobs that require travel are expected to travel as a condition of employment. For all other jobs, travel is considered only an incidental function of the position, but may be required.
 - 2) All in-state overnight and out-of-state travel requests are approved by the ~~Mayor/City Administrator, or in the absence of the Mayor, the Mayor Pro Tem~~. All non-budgeted travel requests are approved by the ~~Mayor/City Administrator and Controller/City Treasurer/Department Director~~. Travel request forms are available from the Financial Services Division and must be completed and approved prior to travel.
 - 3) Department Directors and their Assistants are encouraged to attend National, State, and local events that are within the range of responsibilities of that particular Department. Active participation such as holding offices in National and State organizations is also encouraged.
 - 4) Upon completion of the career development experience out-of-state, each employee shall complete a "Travel Assessment Report" that shall be attached to the request for travel form.
 - 5) The travel assessment report will be scanned in with the request for travel form and the Mayor and council members may request from the Financial Services Division to review the report.

- 6) All travel requests are to be reviewed by the Department Director using the following described travel guidelines as a basis for approval or disapproval of the request:
 - a) Federal, State or local mandated training: Required training for licensing, certification, or other qualifications.
 - b) Preparatory Training: Applies where an employee's future job responsibilities, in all probability, will incorporate and require new or little used skills, which can be readily acquired only by outside training.
 - c) Legislative/Intergovernmental: Meetings that appear to hold high potential for long-term positive or negative effect(s) upon the City and/or Department.
 - d) National, Regional, or State conferences and workshops: Attendance contingent upon quality of workshop/conference as this relates to staff member's current job responsibilities.
 - e) Officer in Professional Organization: Employee serves as an officer in their respective professional organization. (Requires prior approval and encouragement by the [MayerCity Administrator](#), and Department, where applicable.)
- 7) Under normal circumstances, employees should make all travel arrangements for transportation and lodging. In addition, all mileage or usage credits awarded by transportation, credit card, and other travel service companies are to be assigned to the City.
- 8) The City may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most expedient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments. Also, key employees who are traveling together should try to schedule transportation and lodging separately to minimize risks from accidents.
- 9) Employees must provide their supervisor with a copy of their itinerary before leaving on business travel.

b. Travel Finance

- 1) Employees who travel and request payment from the City for travel expense must comply with the following:
 - a. Travel expenses, such as lodging, parking, and meals will be

paid by the employee at the time of the travel, and the City will reimburse the employee after receiving bona fide receipts and the completion of a "Request for Travel and Statement of Expenses" form by the employee. The bona fide receipt turned in must reflect the itemized purchased items, and it shall not be a charge slip that only reflects the total amount charged. The Controller/City Treasurer shall determine the appropriate documentation regarding parking, automobile expenses, lodging, and meals.

- b. The federal approved maximums for reimbursement of meal expenses shall be used as a guideline. Employees must submit their receipts to the Financial Services Division for authorization of reimbursement. An exception to the above limits would be a meal that is included as part of a meeting or seminar. The total amount of the meal will be paid in that case. If a meal is included in the price of a meeting or seminar and the employee chooses to purchase a meal elsewhere, the employee shall be responsible for the expense of that meal unless medical reasons require that the employee separately purchase a meal.
- c. Pre-billed expenses, such as airfare, lodging and registrations will be prepaid to the vendor if advance payment is requested by the employee and the City is billed by the vendor. Mileage will be reimbursed, when appropriate, at the current Federal rate for mileage reimbursement.
- d. If airfare would be more economical than driving a vehicle, but the employee chooses to drive their personal vehicle, the employee may be reimbursed the expense of the airfare with approval of the Department Director.
- e. The employee shall submit to the Department Director within 30 days bona fide original receipts for all travel and education expenses, including meals. Photocopies of receipts will not be allowed, unless approved by Controller/City Treasurer. The employee shall not be reimbursed by the City for any expense not documented by receipt, unless an exception report is signed by the employee, the supervisor, and the Controller/City Treasurer. The form can be provided for by the Financial Services division.
- f. The Department Director and Controller/City Treasurer shall

be responsible for determining cash receipts' authenticity and eligibility for reimbursement. An adjustment to the meal expense may be made at this time upon the approval of the Controller/City Treasurer.

- g. State regulations prohibit reimbursement for liquor expenses associated with meals.
 - h. If determined by the Department of Finance & Business Operations that a per diem system for travel finances is a more cost effective approach, it will be implemented by Finance & Business Operations and departments will be notified. If implemented, the per diem system will be administered in accordance with IRS regulations.
- 2) Employees traveling on City business and driving a City vehicle may appropriately use the City vehicle for incidental purposes while not on City business when traveling out-of-town.
 - 3) Travel expenses of a spouse, or other dependent, will not be paid or reimbursed and are the employee's personal responsibility. Further, non-City employees and the employee's spouse or other dependent, are not authorized to drive or be a passenger in City vehicles without the prior approval of the Department Director. Immediate family members may be allowed to travel with an employee in a City vehicle provided a waiver of liability form (available from the Legal Services Division) is signed and with the approval of the Department Director.

17.02 REIMBURSEMENT PROCEDURE:

All employees are urged to use discretion and to seek economic and convenient lodging, transportation and meals. Employees are required to complete a Travel and Expense report for each conference and/or training session. Any expense not listed in this section shall be excluded from reimbursement.

1. A Travel and Expense form is to be filed with the Financial Services Division within 30 days after returning. The Financial Services Division will audit all Travel and Expense reports within 48 hours of receipt.
2. The Travel and Expense form shall have valid original receipts attached for all reimbursable expenses.
3. The Travel and Expense form should contain the following information (see

sample form):

- a. Name of person incurring expense.
- b. Job position title of person incurring expense.
- c. Department.
- d. Address to which reimbursement, if due, is to be mailed.
- e. Purpose of travel, i.e. name of conference or training course and location of conference or training session.
- f. Dates of conference, training session.
- g. Amount of expense, by date and type of expense.
- h. Total amount of each type of expense (include total number of miles, if mileage reimbursement is requested).
- i. Total amount of expense by date.
- j. Grand total of expenses.
- k. Amounts of prepaid expenses.
- l. Total of prepaid expenses.
- m. Amount due employee as reimbursement; or amount due City.
- n. Classification of claimant.
- o. Signature of claimant.
- p. Department Head signature.

17.03 EMPLOYEE REIMBURSEMENT REPORT:

This form ([see sample form](#)) is to be used by City employees, elected officials and appointed officials who, on a regular basis, use their personal vehicle to conduct City business and do not have access to a city vehicle. This form is not to be used to report mileage, which would more properly be recorded, on a Travel and Expense report. This form may also be used to report miscellaneous reimbursable expenses not associated with a conference or travel. The form instructions are as follows:

1. For mileage, each trip should be recorded by date.
 2. The report is to be forwarded to the Financial Services Division for processing and payment in accordance with section 7 of this manual.
 3. Other expenses should be recorded by date and a description of the expense should be noted.
 4. The miles and expense columns should be totaled.
 5. The account number that the expenses should be charged to should be recorded on the reimbursement form.
 6. Mileage shall be reimbursed at the maximum allowable rate under federal internal revenue service rules per mile.
7. The form should be signed by the claimant and the claimant's supervisor.



City of Cedar Falls - Request for Travel and Statement of Expenses

This form is to be used for in-state and out-of-state travel with regards to employee conferences, continuing education, seminars, etc. Complete Part I before expenses are incurred; obtaining required approval. Part II is to be completed following your return to work; obtaining the required approval. Attach all itemized receipts; City paid, Personal and employee incurred. Employees should use City vehicles when practical. Use of private automobile requires prior approval by your Department Director.

PART I - ESTIMATED EXPENSES (To bill filed out and approved prior to travel)

Employee Name: _____ Request Date: _____
 Recommended by: _____ (Employee's Supervisor Signature) Department/Division: _____
 Authored by: _____ (Department Director Signature) Sponsoring Organization: _____
 Declination: _____
 Purpose of Trip: _____
 Date Departing: _____ Date Returning: _____
 (If general for receipt or out of state travel)

PRE-REGISTRATION

Pre-registration payable to _____ Train: _____ Hotel: _____ Meals: _____ Misc: _____
 Additional Expenses: _____
 Total Estimated City Expenses (including transportation): _____

PART II - ACTUAL EXPENSE (To be filled out after your return, including sign off's below)

Date	Day	Lodging	Transportation			Meals / Drink / Snacks / Parking			Total Expenses	Misc. Expenses (Items Below)	Daily Total
			Air	Rail	Car Rental	Breakfast	Lunch	Dinner			
	Mon										
	Tue										
	Wed										
	Thu										
	Fri										
	Sat										
	Sun										
	Sum										
Total		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

The above is a true and accurate account of expenses incurred in connection with service performed for the City of Cedar Falls, Iowa.

Employee Signature: _____ Employee's Manager/Supervisor: _____ Department Director: _____

Written Statement for Missing Meal Receipt/Invoice

I acknowledge that I have not provided a receipt in accordance with City Policy 402 (Meal Reimbursement) and/or City Policy 403(Travel). I understand that the City uses receipts to document the type of expense, the appropriateness of the expense, and the reasonableness of the expense. In lieu of the required receipt, I will attest with my signature below that the item(s) purchased or service provided was a City business expense and that there were no prohibited purchases, including alcohol, included in the purchase.

Restaurant/Establishment: _____

Description of Purchase (detailed): _____

Date of Purchase: _____ Amount of Purchase: \$ _____

Signature of Employee: _____

Printed Name of Employee: _____

Supervisor Approval: _____

Controller/City Treasurer Approval: _____

Date: _____

SECTION 18

EQUIPMENT PURCHASE, VEHICLE MAINTENANCE,
AND DATA PROCESSING18.01 SPECIFICATIONS:

For any vehicle with a value of \$5,000.00 or greater which is to receive a capital asset tag number, the Manager of the Public Works/Parks Division or his/her designee shall be responsible for the development and codification of specifications.

1. Specifications are to be developed within the defined goals of the Vehicle Maintenance Section.
2. It is anticipated that there will be a high degree of involvement of the appropriate using department head.
3. The Director of Finance & Business Operations shall be involved in final approval of specifications.
4. Specifications shall be approved and signed by the Manager of the Public Works/Parks Division, the using Department Director, and the Director of Finance & Business Operations, with the option for City Administrator approval if deemed necessary due to conflict between the above individuals.

18.02 REQUISITION FOR PURCHASE:

1. The Manager of the Public Works/Parks Division shall initiate a Requisition for Purchase and forward to the Financial Services Division, along with the specifications. If the Requisition for Purchase is initiated by the using Department Director or the Financial Services Division, it must be submitted to the Manager of the Public Works/Parks Division for approval before further action can be taken.
2. Budget approval shall be performed by the Financial Services Division. Variations from budget shall be referred to the Director of Finance & Business Operations for final approval with Budget Amendment Form, if required.

18.03 SOLICITATION OF BIDS AND/OR QUOTATIONS:

1. Formal bids and/or informal quotations shall be solicited by the Vehicle Maintenance Section in accordance with purchasing procedures.

2. Bids and/or quotations shall be reviewed by the Director of Finance & Business Operations in consultation with the Manager of the Public Works/Parks Division and the using department head to secure the appropriate equipment at the most favorable cost. Life Cycle Cost Analysis shall be used if appropriate.
3. If consensus cannot be reached by the Manager of the Public Works/Parks Division, the using department head, and the Director of Finance & Business Operations, final approval shall be required from the City Administrator.

18.04 PURCHASE:

1. After all required criteria have been met, the Vehicle Maintenance Section shall be responsible for placing the order with the selected vendor.
2. The Vehicle Maintenance Section shall be responsible for monitoring the delivery schedule. There shall be established a system whereby a weekly contact is made based upon agreed delivery.
3. Upon receipt and acceptance of the vehicle, the Manager of the Public Works/Parks Division will sign the receiving copy of the Requisition and forward to Financial Services for payment procedures.

18.05 ASSET STATUS OF EQUIPMENT:

Newly purchased equipment will be an asset of the using department.

1. Capital asset tags shall be assigned to every piece of equipment with a value of \$5,000 or greater and a life expectancy of greater than one year. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500 - \$4,999 or as needed by the department.
2. It is the responsibility of the using departments to attach the capital asset tag to the equipment, complete an Input Data Collection Form and return the form to the Financial Services Division for entry into the Capital Asset program.
3. Collection of "Depreciation" for Replacement of Vehicles.
 - a. Replacement funds will be collected by the Vehicle Maintenance Section for the replacement of equipment during a later budget year. The intent of this process is to accumulate replacement funds for a given piece of equipment over the anticipated life of that equipment.
 - b. Each department will be charged an annual fee that will be paid to the Vehicle Maintenance Fund for maintenance on and replacement of

vehicles.

18.06 COMPUTER HARDWARE AND SOFTWARE:

For any computer item, which is to receive a capital asset tag number, the Information Systems Manager, or his/her designee, shall be responsible for the development and codification of specifications.

1. Specifications are to be developed within the defined goals of the Information Systems Division.
2. It is anticipated that there will be a high degree of involvement of appropriate using department head.
3. Specifications shall be approved and signed by the using Department Director, the Information Systems Manager, and the Director of Finance & Business Operations.

18.07 REQUISITION FOR PURCHASE:

1. The Information Systems Manager shall initiate a Requisition for Purchase and forward to the Financial Services Division along with the specifications. If the Requisition for Purchase is initiated by the using Department Director or the Financial Services Division, it must be submitted to the Information Systems Manager for approval before further action can be taken.
2. Budget approval shall be performed by the Financial Services Division. Variations from budget shall be referred to the Director of Finance & Business Operations for final approval with the Budget Amendment form, if required.

18.08 SOLICITATION OF BIDS AND/OR QUOTATIONS:

1. Formal bids and/or informal quotations shall be solicited by the Information Systems Division in accordance with purchasing procedures.
2. Bids and/or quotations shall be reviewed by the Director of Finance & Business Operations to secure the appropriate equipment at the most favorable cost. Life Cycle Cost Analysis shall be used if appropriate.

18.09 PURCHASE:

1. After all required criteria have been met, the Information Systems Division shall be responsible for placing the order with the selected vendor.
2. The Information Systems Division shall be responsible for monitoring the

delivery schedule. There shall be established a system whereby a weekly contact is made based upon agreed delivery.

3. Upon receipt and acceptance of the computer equipment, the Information Systems Manager will sign the receiving copy of the Requisition and forward to Financial Services for payment procedures.
4. Collection of "Depreciation" for Replacement of Computer Equipment.
 - a. Replacement funds will be collected by the Information Systems Division for the replacement of computer equipment during a later budget year. The intent of this process is to accumulate replacement funds for a given piece of equipment over the anticipated life of that equipment.
 - b. Each department will be charged an annual fee that will be paid to the Data Processing Fund for maintenance on and replacement of computers.
 - c. The Information Systems Division will be responsible for assigning Capital asset tag numbers for all computer equipment with a dollar value of \$5,000 or greater owned by the City, completing the Depreciation Record, and entering the information in the computer. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500-\$4,999, or as needed by the department.
 - d. Maintenance on all computer equipment must be coordinated with the Information Systems Division.

18.10 CAPITAL ASSET PURCHASE - CAPITAL ASSETS:

1. Each department is responsible for the purchase of capital purchases other than vehicles and computer software and hardware for their department.
2. A capital purchase is defined as equipment with a value of \$5,000 or greater or a purchase of land, land improvements, buildings or infrastructure with a value of \$5,000 or greater and an expected life of greater than one year.
3. Each piece of equipment purchased with a value of \$5,000 or greater or land, land improvements, building or infrastructure with a value of \$5,000 or greater and an expected life greater than one year requires a capital asset tag. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500-\$4,999 for equipment and \$1,000-\$4,999 for land, land improvements, building or infrastructure.
4. It is the responsibility of the purchasing department to attach the capital asset tag to the equipment, complete an Input Data Collection Form and

return the form to the Financial Services Division for entry into the Capital Asset program.

a. Input Data Collection Form:

- 1) Item Tag: The item tag is the two-character plus five-digit number preprinted on aluminum tags. You must enter the leading zeros in the number. Example, AS00001, not AS1; PW00025, not PW25.

CAUTION: Once an item tag is entered into the system, IT CANNOT be changed. It can only be deleted and a new entry made.

- 2) Item Description: The item description is a brief description of the capital asset. Be consistent. (29 characters)
- 3) Item Class: The item class must be chosen from the following list of choices:

A/V	Audio/visual Equipment
ARTWRK	Artwork
BOOKS	Books
BRIDGE	Bridges
BUILD	Buildings
COMPUT	Computers and related
FURN	Office furniture
IMPROV	Land improvements
INFRAS	Infrastructure
LAND	Land
MACHIN	Office machines
MECHAN	Mechanical equipment
PUBSAF	Public Safety
ROADEQ	Road maintenance equipment
SHOPEQ	Shop equipment
SIGNAL	Traffic Signal
STORM	Storm Water
STREET	Streets
TRAIL	Trail
VEHICL	Cars and road vehicles

- 4) Item Type: The item type must be selected from the following list:

FA – Capital Asset- of \$5,000 or more
 IN – Inventory item
 IS – Infrastructure - Sewer

- 5) Department: Enter the identification for the department (department name prior to 2014 Reorganization) that owns this item, taken from the following list:

AS	Administrative Services
DS	Developmental Services
HL	Human and Leisure Services
LI	Library
PS	Public Safety
PW	Public Works
VM	Vehicle Maintenance

- 6) Serial Number: Enter the item's serial number, if one exists. (20 characters)
- 7) Manufacturer/Make: Enter the name of the manufacturer, or the item's make, if applicable. (14 characters)
- 8) Model: Enter the item's model, if applicable. (14 characters)
- 9) Model Year: Enter the item's model year, if applicable. (4 digits)
- 10) Condition Code: Enter the code that best describes the item's condition, taken from the following list:

1	New (up to one year old)
2	Good
3	Fair
4	Poor
5	Unusable Junk
6	Mixed
7	Not applicable
8	Undeveloped Land
9	Developed Land

- 11) Owning Fund: Enter the number identifying the fund that owns this item:

01	General Fund
06	Street
09	Data Processing
15	Hospital

- 17 – Section-8
- 23 – Block Grant
- 51 – Refuse
- 52 – Sewer
- 54 – Cable
- 55 – Storm Water
- 58 – Parking
- 61 – Visitor & Tourism
- 62 – Community Center
- 85 – Vehicle Maintenance

12) Site: The Division that owns or is responsible for the asset:

ADM	Administration
CC	Community Center
CEM	Cemetery
CHE	City Hall Expansion
COM	Community Development
CTV	Cable TV
DP	Data Processing
ED	Economic Development
ENG	Engineering
FIRE	Fire
GOLF	Golf
HRST	Hearst Center
II	Infrastructure – Sewer
INS	Inspections
LIB	Library
PB	Public Building
PM	Parking Fund
POL	Police
PRK	Parks
PRNT	Print Shop
REC	Recreation
REF	Refuse
STR	Street
STW	Storm Water
SW	Sewer
TO	Traffic
V&T	Visitor & Tourism
VM	Vehicle Maintenance
WR	Water Reclamation

13) Insurance: This code identifies the type of insurance coverage the City has for this item, taken from the following list:

BLNK	Blanket insurance coverage - All Assets
ITEM	Itemized insurance coverage
SLFI	Self-insured

- 14) Type: This code identifies the fund and type of property. Financial Services will complete this field.

EQDP	Data Processing
EQEN	Engineering
EQGB	General building
EQGF	General equipment
EQGL	General land
EQLI	Library
EQRF	Refuse
EQSB	S.R. building
EQSI	Sewer infrastructure
EQSR	Sewer rental
EQST	Street infrastructure
EQTR	Trails
EQVH	Vehicle maintenance

- 15) Optional Code C: This code identifies the cost range that the item falls into, taken from the following table:

A	\$25,001 and over cost
B	\$10,001 -\$25,000 cost
C	\$ 1,001 -\$10,000 cost
D	\$ 501 -\$ 1,000 cost

- 16) Base Cost: Enter the base cost of the item. (10 digits, including 2 decimals)
- 17) Freight Cost: Enter the freight cost if there was one. (10 digits, including 2 decimals)
- 18) Accessory Cost: Enter accessory costs, if any. (10 digits, including 2 decimals)
- 19) Other Cost: Enter any other costs involved in the acquisition. You may want to enter the amount of a trade-in here as a negative number. (10 digits, including 2 decimals)
- 20) Unit of Measure: Enter the unit of measure for this item from the following list:

ACRE
EACH
FEET
SOFT
OTHR
Acres of land
Each separate item
Linear feet
Square footage
Other

21) Acquisition Type: Enter the type of acquisition, taken from the following list:

CONF	Confiscation
CONS	Constructed
EDOM	Eminent domain
FORC	Foreclosure
GIFT	Gift
INST	Installment purchase
LEAS	Leased
LPUR	Lease-purchase
OTHR	Other
PURC	Outright purchase
TAXF	Tax forfeiture
TRAP	Trade
UNKN	Unknown

22) Acquisition Date: Enter the date the item was acquired.

23) Total Cost: Total cost of asset including freight, accessories, installation and any other costs.

24) Quantity: Enter the quantity acquired. This will usually be a quantity of one. (5 digits)

25) Source of Funds: Enter the four-digit number for the source of funds for the purchase, taken from the following list:

3000	3070
3010	3080
3020	Charges for services
3030	Property taxes
3040	Block grant
3050	Section 8 housing
3060	Federal revenue sharing

State grant	Gift
Endowment	Tax Levy

- 26) Vendor Name: Enter the name of the vendor that the item was acquired from. (24 characters)
- 27) Invoice Number: Number from the invoice.
- 28) PO Number: Purchase order number, if used.
- 29) Check and Date: Enter the number of the check that paid for the item, and the check date, if known.
- 30) Purchase Account: Enter the general ledger account number that the item was paid from, in the format xxx-xxxx-xxx-xx.xx.
- 31) Fund of Purchase: Enter the number of the fund from which the purchase was made. (2 digits; same list as used for #11)

b. Disposal Record: A disposal record must be added for each asset as it is disposed of. A given asset may have up to nine disposal records. The dollar fields on the disposal record are for record and reporting purposes only and do not enter into any calculations. The sample screen on the following page shows all the fields to be completed for each disposal.

- 1) Item Tag: The item tag is re-displayed from the master record.
- 2) Item Class: The item tag is re-displayed from the master record.
- 3) Quantity: The quantity field in the disposal screen is pre-supplied with a quantity of one. This number may be changed to any appropriate amount. If a partial disposal or multiple disposals exist for a single asset, it may be appropriate to indicate a zero quantity on a disposal record. (6 digits)
- 4) Disposal Date: Enter the date of the disposal. This is a mandatory field. (4 digits)
- 5) Disposal Type: Enter the four-character code for the type of disposal, taken from the following list:

DISC	RETN
GIFT	SOLD
LOSS	TRAD
OTHR	Discarded or junked

Given as a gift	Returned to owner
Theft, Vandalism,	Sold
Lost	Traded in
Other	

6) Disposal Reason: Enter the four-character code for the reason for the disposal, taken from the following list:

COST	No longer cost effective
END	End of lease
LOSS	Casualty loss
LOST	Misplaced
OBSO	Obsolete
OTHR	Other reason
THEF	Theft or vandalism
WORN	Worn out

7) Disposed To: Enter the name of the vendor, person, or agency the asset was disposed to. (14 characters)

8) Traded For: If the item was traded, enter a description of what exactly it was traded for.

9) G/L Account For Disposal: Enter the general ledger account number that is affected by the disposal, in the format xx-xxx-xxxx.

10) Receipt: Enter the receipt number, if cash was received. (6 digits)

11) Amount Of Proceeds: Enter the amount of cash received. (10 digits, including 2 decimals)

18.11 DEPRECIATION:

Depreciation on capital assets will be computed using the straight-line method over the useful lives of the assets. The estimated useful lives for categories of assets will be as follows:

Computer Equipment	Traffic Signals
Equipment	Streets
Office Equipment	Buildings
Vehicles	Land Improvements
Parking Lots	Storm Water
Furniture	Bridges
Large Vehicles	Lift Stations

Sewer	20 years
Historic Buildings	30 years
5 years	40 years
10-30 years	40 years
10-30 years	40 years
10-20 years	45 years
15 years	50 years
20 years	50 years
20-40 years	100 years

CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Administrative Services

Item Tag: _____ Division: _____

Item Description: _____

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND

(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL AV

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: AS

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 09-DP 54-Cable 58-Parking 85-Veh Mnt

Site: ADM - Administration PER - Personnel CTV - Cable TV

PR - Public Record/Fin. DP - Data Processing PM - Parking Fund

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQGL - Land

EQDP - Data Processing EQVH - Vehicle

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000

D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____, _____, _____, _____ Freight Cost: _____, _____, _____, _____

Accessory Cost: _____, _____, _____, _____ Other Cost: _____, _____, _____, _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: _____ - _____ - _____

Total Cost: _____, _____, _____, _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____ - _____ - _____

Purchase Account: _____ - _____ - _____

Fund of Purchase: 01-General 06-Street 09-DP 54-Cable 58-Parking 85-Veh Mnt

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CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Developmental Services

Item Tag: _____

Division: _____

Item Description: _____

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND
(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: DS

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 20-Sect 8 23-Blk.Grant 51-Refuse 52-Sewer 85-Veh Mnt

Site: ADM - Administration ENG - Engineering INS - Inspections PL - Planning

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQEN - Engineering
EQRF - Refuse Fund EQSR - Sewer Fund EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____ Freight Cost: _____

Accessory Cost: _____ Other Cost: _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: _____

Total Cost: _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____

Purchase Account: _____

Fund of Purchase: 01-General 06-Street 20-Sect 8 23-Blk.Grant 51-Refuse 52-Sewer 85-Veh Mnt

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CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Fire Department

Item Tag: _____ Division: Fire

Item Description: _____

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND

(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)

IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: PS

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A

8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01 - General 85 - Vehicle Maintenance

Site: FIRE - Fire

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000

D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____ Freight Cost: _____

Accessory Cost: _____ Other Cost: _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: _____

Total Cost: _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____

Purchase Account: _____

Fund of Purchase: 01 - General 85 - Vehicle Maintenance

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CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Human & Leisure Services

Item Tag: _____ Division: _____

Item Description: _____

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND
(Circle One) MACHIN MECHAN ROADEQ SHOPEQ TRAIL VEHICL BOOKS

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: HL

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 61-Visitor 62-Com Ctr 85-Veh Mnt.

Site: ADM-Admin CEM-Cemetery COM-Com.Ctr. GOLF-Golf HRST-Hearst LIB-Library
PRK - Parks LIB-Library PRNT-Print Shop REC-Recreation V&T-Visitor & Tourism

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQVH - Vehicle Maint.
EQGL - Library EQTR - Trails

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____ Freight Cost: _____

Accessory Cost: _____ Other Cost: _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: _____

Total Cost: _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____

Purchase Account: _____

Fund of Purchase: 01-General 61-Visitor 62-Com Ctr 85-Veh Mnt.

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CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Police Department

Item Tag: _____

Division: Police

Item Description: _____

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND
(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: PS

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01 - General 58 - Parking 85 - Vehicle Maintenance

Site: POL - Police PM - Parking Meter

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____ Freight Cost: _____

Accessory Cost: _____ Other Cost: _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Dale: _____

Total Cost: _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____

Purchase Account: _____

Fund of Purchase: 01 - General 58 - Parking 85 - Vehicle Maintenance

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CITY OF CEDAR FALLS
CAPITAL ASSETS
INPUT DATA COLLECTION FORM

Master Record

Department: Public Works

Item Tag: _____

Division: _____

Item Description: _____

Item Class: BRIDGE BUILD COMPUT FURN IMPROV INFRAS LAND
(Circle One) MACHIN MECHAN ROADEQ SHOPEQ SIGNAL STORM VEHICL

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: AS

Serial Number: _____

Manufacture/Make: _____

Model: _____ Model Year: _____

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 51-Refuse 52-Sewer 85-Veh Maint.

Site: II - Infrast. Sewer PB - Pub.Bldg. REF - Refuse STR - Street
SW - Sewer TO - Traffic VM - Veh. Maint. WR - Water Rec.

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB-Building EQGF-Equipment EQRF-Refuse EQSB-Sewer Bldg
EQSI-Sew. Infras. EQSR-Sew. Equip. EQST-Street Infras. EQVH-Veh. Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: _____ Freight Cost: _____

Accessory Cost: _____ Other Cost: _____

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: _____

Total Cost: _____ Quantity: _____

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: _____

Invoice Number: _____ PO Number: _____

Check Number: _____ Check Date: _____

Purchase Account: _____

Fund of Purchase: 01-General 06-Street 51-Refuse 52-Sewer 85-Veh Maint.

CITY OF CEDAR FALLS
FIXED ASSETS
INPUT DATA COLLECTION FORM

DISPOSAL RECORD

Date _____
By _____

Item Tag _____
Item Class _____

Split Count _____
Quantity _____

Disposal Date _____
Disposal Type _____
Disposal Reason _____

Disposed To _____
Traded For _____

G/L Account _____

Receipt _____
Amount of Proceeds _____
Gain or Loss (Finance will calculate) _____

**Bid/Quotation Selection Summary Form
Equipment Purchases, Vehicle Maintenance
And Data Processing**

Department/Division: _____

Purchase Description: _____

Formal Bid or informal quotation received from the following vendors.

(Per Accounting and Purchasing Manual Section 18: For any equipment purchase, vehicle maintenance, or data processing purchase with a value of \$2,500 or greater formal bids and/or informal quotations shall be solicited by the department/division. Please read Section 18 for full guidelines for each type of purchase. Review may be done by Financial Services Division of bid documents. Bid Documents will be retained in file at department/division making the >\$2,500 purchase for ten years.)

Vendor	Price	Vendor Selected

Is this the lowest bid? Yes No

If not, why: _____

Employee Name: _____

Signature _____ Date _____

Rec'd by Finance Division : _____

Signature _____ Date _____

SECTION 19
CONFLICT OF INTEREST

19.01 POLICY:

It is the policy of the City of Cedar Falls to prohibit its elected and appointed officials and all employees ~~(except seasonal)~~ from engaging in any activity, practice, or act that unlawfully conflicts with, or appears to conflict with, the interests of the City. To comply with State law, the City of Cedar Falls requires all full-time, permanent part-time and certain special purpose employees and elected and appointed City officials to sign an annual declaration of compliance with this Conflicts of Interest Policy. Since it is impossible to describe all of the situations that may cause or give the appearance of an unlawful conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples. (See also ***Outside Employment Policy and Conflicts of Interests Policy in the City of Cedar Falls Personnel Manual, and Iowa Code Chapter 68B***)

19.02 COMPLIANCE:

1. Employees and City officials are expected to represent the City in a positive and ethical manner. Thus, employees and City officials have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Employees and City officials are required to sign a form containing a special statement acknowledging their understanding of and adherence to this policy on an annual basis. This form must be returned to the Financial Services Division by January 1st of every year. Employees failing to return the form in a timely manner shall be subject to disciplinary action.
2. Employees are not to engage in, directly or indirectly either on or off the job, any conduct that is disloyal, disruptive, or damaging to the City. Such prohibited activity also includes any illegal acts in restraint of trade.
3. Employees, other than off-duty police officers and public safety officers, are not to accept any employment relationship with any organization that does business with the City. This prohibition on employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of the City. (See also ***Outside Employment Policy and Conflicts of Interest Policy in the City of Cedar Falls Personnel Manual, and Iowa Code Chapter 68B***) Employees must discuss any outside employment and potential conflicts of interest with their Department Director and City Attorney for a determination of appropriateness of the outside activity or employment prior to the employee

engaging in the activity.

4. Employees and City officials must disclose any financial interest they or their immediate family have in any firm, business or organization that does business with the City. The City may require divestiture of such interest if it deems the interest to be in conflict with its best interests.
5. Iowa Code 362.5 states, "A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of Section 11 is void. The provisions of this section do not apply to contracts not otherwise permitted by this section for the purchase of goods or services by a city having a population of more than two thousand five hundred, which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of six thousand dollars in a fiscal year." It is the policy of the City of Cedar Falls that, when the \$6,000 threshold is reached in any fiscal year (July 1 through June 30), any further potential purchases or contracts must be as a result of competitively bidding.

Finance and Business Operations will review vendor payments for potential conflict of interest and if the \$6,000 threshold is met during a fiscal year, it shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:

- a. The employee or City official or ~~their any member of the employee's~~ immediate family has a financial interest pertaining to such procurement.
 - b. A business organization in which the employee or City official, or any member of ~~their the employee's~~ immediate family has a financial interest pertaining to such procurement.
 - c. Any other person, business, or organization with which the employee or City official or any member of ~~the employee's~~ ~~their~~ immediate family is negotiating or has an arrangement concerning prospective employment is involved in such procurement.
6. Employees and City officials and their immediate family are not to accept gifts or services, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the City. The meaning of gifts for purposes of this policy includes the acceptance of entertainment, free long-distance travel and lodging, and objects or produce with a value of \$3.00 or higher.
 7. Employees and City officials are not to give, offer, or promise, directly or indirectly, anything of value to any citizen, representative of a customer, of a potential customer, business entity, organization, or of a financial institution

in connection with any transaction or business that the City may have with such citizen, customer, potential customer, business entity, organization or financial institution.

8. Employees and City officials may learn or become aware of information about the City that, if known to the public, might affect the decision of a reasonable investor to buy, sell, or hold securities issued by the City. Employees and City officials are prohibited from misusing such material inside information prior to public disclosure by purchasing or selling the City's securities for their own account or for accounts of members of their immediate family. In addition, employees and City officials are not to disclose inside information to anyone, either inside or outside the organization, who does not have a lawful right to know it.
9. Any conflict or potential conflict of interest must be disclosed in writing to the City. Failure to do so will result in discipline, up to and including termination.

SECTION 20

UNIFORMS

20.01 DEFINITION:

Certain employees may be required to wear certain uniforms for safety and identification purposes. In addition, an employee may be required to wear specified safety gear, including but not limited to, safety shoes, boots and safety glasses.

20.02 UNIFORMS:

1. If an employee is required to wear a specific uniform, the uniforms will be paid for by the City according to union contract or departmental policy. This excludes employees covered under the Police Union Contract.
2. All uniforms that are purchased by the City for an employee shall be worn during all work hours by the employee.
3. Uniforms will be purchased by blanket contracts per Section 9 of this manual.
4. For employees covered under the Police Union Contract, a uniform allowance will be provided in accordance with their uniform policy.

20.03 SAFETY EQUIPMENT:

1. All safety equipment purchased will be in accordance with union contracts or departmental policy and in accordance with Section 8 of this manual.
2. All safety equipment purchased by the City will be worn at all times by the employee while performing his/her job duties.

SECTION 21
CELL PHONE ALLOWANCES

21.01 PURPOSE:

To establish a policy for the management and use of cellular telephones for City employees.

21.02 CELL PHONES:

1. The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Directors will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Director to justify and budget for the cellular phone allowance.
2. The City will supply a City-owned cellular telephone to some designated areas including, public works shift supervisor personnel and certain other shift employees. Other than these defined areas, the City will not provide a City-owned cellular telephone to the employees designated by the Department Directors but rather will provide the employee a monthly allowance in their paycheck to offset the expense of a personal cellular telephone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense. The employee at his or her own expense, may add extra services or equipment features as desired.
3. For the Mayor, all Department Directors, all Division Managers, and all Supervisors that have been designated by the Director as required to carry a cellular telephone, the monthly allowance shall be \$45. This includes a \$5 monthly equipment allowance as described below. These management employees must be on call 24 hours, 7 days a week unless on authorized vacation. If a management employee who is provided a cell phone allowance chooses to turn the phone off on off-duty hours or chooses to not answer the phone, they may lose their allowance and discipline may occur.
4. Specified positions, other than management employees that have been designated by the Department Director, that are required to carry a cellular telephone due to the fact that they are heavy daily user of cellular phones, will also receive the allowance. This allowance may range from \$15 to \$45, depending on the employee's job requirements. This will also include the \$5 monthly equipment allowance as described below. These positions will be required to have the phone on at all times for City business while at work and "if" on call 24 hours, 7 days a week. If they do not have the phone on or

choose to not answer the phone, they may lose their allowance and discipline may occur.

5. Neither in the case of the management employees, or non-management employees, shall the allowance amount exceed the actual cost the employee is paying for their cellular telephone service. If the amount is not over \$40, the employee will only be reimbursed up to the actual amount paid.
6. The equipment allowance for each employee will be \$5 a month. This equipment allowance can be used by the employee for the cost of the phone or the cost of accessories (charges, belts, clips, etc.).
7. Employees will be allowed to make and receive personal calls on the cellular phone since it is the employee's personal property. However, these personal calls shall not interfere with work as already provided by city policy.
8. A cellular telephone authorization form shall be completed by the employee and reviewed and signed by Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.
9. The allowance shall continue until the Controller/City Treasurer is notified in writing by Department Director to discontinue the allowance or at a time that the employee terminates employment with the City.
10. The employee must notify his or her own department and the Controller/City Treasurer each time the cellular phone number or cellular phone provider is changed.
11. Initially, the employee will be required to submit documentation verifying the cellular telephone number and the cost of the plan to ensure that the allowance does not exceed the allowance amount. . If an employee changes their number, they shall be required to notify Financial Services immediately and provide the appropriate documentation.
12. The \$45 allowance has been determined to cover the cost of a basic plan. On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is a reasonable and fair allowance. The allowance will be added to the second payroll of each month.

Cellular Telephone Authorization Request/Change Form

New Application/Enrollment Change in Enrollment

Employee Name	
Job Title	
Department/Division	
Work Phone	
Cell Phone Number	
Cell Phone Provider	

Certification & Approvals

I certify that the above allowance will be used toward expenses I incur for cellular phone usage and that I am responsible for the payment of any cost that exceeds the approved City allowance. I also understand that I am responsible for keeping my cellular phone service operational as long as I receive this allowance. I confirm that I will utilize the City Cellular Phone Allowance Request/Change Form to notify City departments of changes to my cellular phone number or provider. I understand and intend to comply with the City's Cellular Phone Policy and Procedures. I understand that that contract provisions of any communication service plan entered into user this program are my personal responsibility.

Employee Signature: _____ Date: _____

Requested by: _____ Date: _____
 Dept./Div. Manager/Supervisor

Approved by: _____ Date: _____
 Department Director

For Administration Use:	
Begin Date:	Amount:
Date Processed:	By:

CITY OF CEDAR FALLS

CELLULAR TELEPHONE JUSTIFICATION (page-2)

Below are justifications for the required cellular telephone. Please answer all areas that apply to you:

1. Are you required to be on call 24 hours a day, 7 days a week? If yes, please explain.

2. Does your position require you to spend a significant amount of time during your workday outside your office or work area? If yes, please explain.

3. Does your position require you to travel frequently outside of the Cedar Falls area? If yes, please explain.

4. Does your position require you to supervise or oversee several different work sites at various locations? If yes, please explain.

5. Does your position require you to be contacted frequently for critical decisions? If yes, please explain.

SECTION 22

PROCUREMENT CARD PROGRAM

22.01 PURPOSE:

It is the intent of the procurement card program to provide users with an effective and efficient way to simplify and expedite the process of paying numerous vendors for approved purchases while insuring compliance with purchasing policies and the policies and procedures of other internal service providers.

1. The program is intended to provide documentation of purchases at the department level.
2. The program is intended to eliminate record keeping for vendors and expedite payment for purchases.
3. The program is intended to eliminate numerous credit application forms and related records required to set up and maintain charge accounts with infrequently used vendors.
4. The use of procurement cards shall be in compliance with all other city policies. It is the responsibility of each cardholder to comply with these policies.

22.02 ROLES AND RESPONSIBILITIES:

1. The conduct of all City employees must meet the highest ethical standards, and that standard is a part of the City's procurement card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.
2. Financial Services:
 - a. It is the responsibility of Financial Services to handle issues with the card provider and cardholders regarding compliance with program policies.
 - b. It is the responsibility of Financial Services to provide policy and procedure revisions to each Department Administrative Assistant.
 - c. It is the responsibility of Financial Services to recommend appropriate action in the event of unauthorized use of a card.
 - d. It is the responsibility of Financial Services to coordinate the card application process and keep a record of all cardholders.
 - e. It is the responsibility of Financial Services to coordinate training sessions and keep a record of those who have completed training.
 - f. It is the responsibility of Financial Services to handle issues with the card provider and cardholder regarding changes in cardholder status.

- g. It is the responsibility of Financial Services to handle questions concerning payment procedures and transaction reports.
 - h. It is the responsibility of Financial Services to process payments in accordance with the program policies and the contract between the City and the card provider, once the payment has been entered by the department.
3. Department Administrative Assistant: Each work area including a cardholder shall have a purchasing card Department Administrative Assistant appointed by the Department Director.
- a. The Department Administrative Assistant is the primary contact person for Financial Services, and the card provider for all accounts in the department/division that he or she represents.
 - b. It is the responsibility of the Department Administrative Assistant to ensure that the cardholders review their statement and submit their receipts.
 - c. It is the responsibility of the Department Administrative Assistant to ensure that all costs are allocated and documentation is returned to Financial Services as soon as possible after the cycle cutoff.
 - d. The Department Administrative Assistant will work with cardholders within their departments to ensure the resolution of disputes in accounts within his or her department/division.
 - e. It is the responsibility of the Department Administrative Assistant to report any discrepancies including disputes between the transaction report and transaction receipts, including disputed items to Financial Services within three business days after receipt of the report.
 - f. It is the responsibility of the Department Administrative Assistant to notify Financial Services when a cardholder in his or her department/division is no longer eligible for the program or will no longer be participating in the program.
 - g. It is the responsibility of the Department Administrative Assistant to report any variances from program policies to Financial Services.
4. Cardholder:
- a. It is the responsibility of each cardholder to know and to comply with Procurement Card program policies and procedures, as well as ensure purchases are made in accordance with the City's Purchasing policies, including bidding requirements.
 - b. It is the responsibility of each cardholder to ensure that funds have been properly budgeted and are available to pay for the items and/or services being purchased.

- c. It is the responsibility of each cardholder to keep informed about policy and procedure revision information.
- d. It is the responsibility of each cardholder to verify that the quantity and quality of the items and/or services purchased are in compliance with the agreement, whether verbal or written, with the vendor.
- e. It is the responsibility of each Cardholder to ensure that all disputes are resolved in accordance with the program guidelines.
- f. It is the responsibility of each cardholder to notify the vendor, when applicable, that the purchase is tax exempt and to ensure that such taxes are not added to the prices of items and/or services purchased.
- g. It is the responsibility of each cardholder to instruct the vendor to include the required information on the shipping document.
- h. It is the responsibility of each cardholder to work with the Department Administrative Assistant and resolve any discrepancies between the transaction report and transaction receipts within three business working days after receipt of the report.
- i. It is the responsibility of each cardholder to report any variances from program policies to Financial Services.

22.03 APPLICATION AND CARD ISSUANCE PROCESS:

1. Specific Full or Part time regular City employees may be designated by their Division Manager or Department Director to be issued a procurement card by submitting a completed application for procurement card to Financial Services. Where special circumstances warrant, a temporary/seasonal employee may be granted a procurement card following the special request of a Department Director.
 - a. City employees will relinquish current city issued credit cards for the city issued procurement cards.
 - b. Application must be approved by employee's supervisor, Department Director, and the Controller/City Treasurer.
 - c. If the applicant is a Department Director, the Controller/City Treasurer must approve the application.
2. The applicant will attend the next Procurement Card training session.
3. Applicants shall attend a training session prior to issuance of a card. Each card applicant will be provided with a copy of the policies at the mandatory training session.
4. After completion of training and submission of the agreement form, the card will be given to the employee.
5. Seasonal employees that return are required to attend the training session biennially.

22.04 SECURITY:

1. Procurement cards are the property of the City of Cedar Falls.
2. It is the responsibility of the cardholder to keep the card in a safe location.
3. Carrying cards permanently with personal cards is discouraged because of the possibility of its use in place of a personal credit card.
4. Cards are to be used only by the employees assigned to the card. The authorized cardholder can make a purchase for another employee, but should not "loan" his or her card to anyone.
5. Lost or stolen cards shall be immediately reported to Financial Services and the credit card company.
6. Cardholders shall return cards to the Department Administrative Assistant or Financial Services when employment with the City is terminated.
7. Cardholders will refrain from any use of the procurement card upon providing notice of separation of employment, unless authorized by Department Director.

22.05 TRANSACTION DOLLAR LIMITS AND EXCLUDED ITEMS:

1. Purchases are limited to the pre-determined dollar amount established by the City's Policy at the time of application. Limits will include single card transaction limit, per day limit, and per billing cycle limits.
 - a. Circumventing the transactions limit is not allowed. This means a cardholder cannot have a merchant split a transaction into two or more transactions that are less than single card transaction limit in order for the purchases to be made with a procurement card. In the event that a purchase cannot be processed through the normal disbursement process, where a check is issued through accounts payable, there is an option available that complies with the City's purchasing policy. A cardholder may request that the single card transaction limit is waived for a specific purchase. For this limit to be waived the cardholder must complete a Procurement Card Program Application/Enrollment and Account Change Form, clearly mark "Procurement Card Limit Increase" and the reason for the increase in the Comment Section of the form. The Application/Change form is required to have approval from the Department Director and Controller/City Treasurer. Once all of the required approvals are obtained, the Application/Change form should be sent to Financial Services and they will contact the credit card company to have the single transaction limit increased to an appropriate dollar amount for a short time period to allow the purchase to be processed. After the purchase has been made Financial Services will contact the credit card company and change the single transaction limit back to the original limit. A cardholder that chooses to use this method for a purchase **must have the completed**

Application/Change form to Financial Services one week before the purchase is made, in order to allow time for the changes to be made with the credit card company.

2. The procurement card shall not be used for the following:
 - a. Cash Advance.
 - b. Purchase of alcoholic beverages.
 - c. Travel-related expenses related to spouses or other non-covered persons.
 - d. Items for personal use that would not be reimbursable by the City of Cedar Falls.
 - e. Video rentals, "On Your Honor" bar purchases provided in hotel rooms.
 - f. Rental or lease of land or buildings.
 - g. Entertainment
3. The procurement card may be used on a limited basis for the purchase of gift cards/gift certificates for prizes for wellness committee, fire prevention week, library programs/events and visitor & tourism events.
4. The City procurement card shall not be used for personal identification or as personal credit references.
5. Procurement cards should not be used at business where discounts are offered on in house charge accounts.
6. Hardware, software, and services related to the City's computer systems or telephone systems should not be purchased with a procurement card except by the Information Systems Division.

22.06 USE OF CARD AND TRANSACTION RECORDS:

1. Receipts & Invoices: An original receipt or invoice from the vendor must support each purchase transaction. Photocopies of receipts are not allowed.
 - a. If the vendor sends receipts/invoices separately from the goods being purchased, the invoice/receipt should be sent directly to the cardholder's department.
 - b. If for some reason the cardholder does not have documentation of a transaction, he or she shall attach an explanation that includes the required information along with a statement of missing receipt/invoice form.
2. Each receipt shall include the following information:
 - a. Vendor name.
 - b. Date of transaction.
 - c. Amount of transaction.
 - d. Itemized descriptions of the items and services purchased.

- 1) If the procurement card receipt only includes the total purchase amount, the cardholder shall attach a detailed invoice, packing slip, or other vendor document with detailed information.
- 2) If an itemized receipt is not available, the cardholder shall attach a written statement of missing receipt/invoice form for the items and services purchased.
3. Bids and Quotes: For purchases requiring bids or quotes from vendors that are made with procurement cards, cardholders must attach this documentation to their receipts and corresponding statement. See Section 11 of this manual for bid and quote requirements.
4. Internet Transactions: Cardholders shall confirm the security of proposed Internet order sites prior to placement of orders.
 - a. Cardholders shall obtain a confirmation receipt and/or detailed documentation of each Internet transaction.
 - b. Cardholders shall furnish receipts and records of Internet transactions with transaction reports.
5. Conference, Training, and Travel Transactions: Cardholders shall confirm budget approval prior to using cards for conference, training, or travel purposes as specified in Section 17 of this manual. Prior to submitting any p-card travel transactions, travelers must be authorized by the cardholder's Department Director and the Controller/City Treasurer. Upon approval a travel card profile may be established.
6. Telephone or Fax Orders: Cardholders shall confirm the security of proposed telephone or fax orders prior to placement of orders.
 - a. Cardholders shall obtain a receipt and/or a detailed documentation of each telephone or fax transaction. (i.e. packing slip from product shipment, ask for receipt to mailed after order is placed, original registration documentation)
 - b. Cardholders shall furnish receipts and records of telephone or fax transactions with transaction reports.
7. Pickup/In-Person Orders: Cardholders may use cards in accordance with these policies at places of business accepting the cards.
 - a. Cardholders shall obtain a receipt and/or a detailed documentation of each transaction.
 - b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
8. Food Items: Cardholders may use cards for food items in accordance with purchasing policies and the policies of this program.
 - a. Cardholders shall obtain a detailed receipt or documentation of each transaction. If a detailed receipt is not available, the cardholder must

complete a "No Detailed Meal Receipt" form in lieu of the receipt and obtain the necessary approvals.

- b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
- c. Transaction reports for food items must indicate the purpose for which the food was purchased.
- d. The name and affiliation of any non-employees or officers must be documented unless the food is purchased for an official reception or similar event where more than twenty people are expected to be in attendance.
- e. Incidental beverages and snacks are not an allowable expense under City policy.
- f. Cardholders shall not add more than 15% gratuity to a meal transaction.
- g. Cardholders are prohibited from purchasing alcoholic beverages with a procurement card, per state regulations.

22.07 RECONCILIATION OF CHARGES:

1. A weekly reminder will be sent to the Department Administrative Assistant, stating that the transactions are available for processing. At the end of the billing cycle, an additional reminder is sent to reconcile the remaining transactions.
2. Department Administrative Assistant will review their department transactions for the billing period. When charges are reconciled, the transactions will be allocated to the correct general ledger account, and receipts will be attached. The Department Administrative Assistant will print the approval report, and it must be signed by the cardholder and Department Director (or other authorized signer). These signatures verify receipt of the materials and/or services shown on the approval report. No one is authorized to sign in place of the cardholder, unless the employee has left employment before the end of the cycle.
3. Each Department Administrative Assistant will obtain the approval reports, receipts, and other documents from the cardholders in his or her department/division.
4. Disputed Charges: It is the responsibility of each cardholder to resolve any discrepancies between the transaction report for his or her card and transaction receipts. All discrepancies shall be reported to the cardholder's Department Administrative Assistant along with the reason for the discrepancy, who was contacted to resolve the discrepancy, when they were contacted, and the resolution. If the dispute cannot be resolved before the processing deadline, the items in dispute should be expensed to the department, and the following procedures followed:

- a. It is the cardholder's responsibility to make an attempt to correct the error with the vendor.
 - b. In the event a charge is in one month, and a credit is received in the next billing cycle, the cardholder must submit documentation for the current billing cycle.
 - c. Attach a copy of the documentation to the statement.
 - d. The cardholder is responsible to pursue the resolution with the assistance of his or her Department Administrative Assistant. If the dispute is not resolved, the cardholder shall provide Financial Services with documentation of his or her efforts to resolve the dispute. Updated reports will be filed monthly until the dispute is resolved.
 - e. Card administrators shall have the authority to resolve disputes on behalf of cardholders in their respective work areas. This is intended to ensure timely resolution of disputes.
 - f. If an item was returned to the vendor, but the credit not received during the same billing cycle as the charge, the item must be expensed to the department during the current period; the charge should be reversed when the credit appears.
5. Each Department Administrative Assistant will submit the department/division approval reports, complete the on line cost allocation, and return the approval report with authorized signatures to Financial Services for payment.
 6. Financial Services will process payments in accordance with the program policies and the contract between the City and the card provider.
 7. Sales Taxes: Purchases on the Procurement Card are tax-exempt.
 - a. If sales tax is charged in error, the cardholder should request a credit back to the card from the vendor in the amount of the sales tax.
 8. Credits and Return: All credits and returns will be credited back to the Purchasing card. NO cash is to be returned to the cardholder.

22.08 PROGRAM VIOLATIONS:

1. Types of Violations:
 - a. Unallowable purchases: Reference Section 22.05.
 - b. Unacceptable Documentation: Each transaction shall be documented by an itemized invoice or record including the required information (Reference Section 22.06.2).
 - c. Late submission of Procurement Card Reconciliation or Authorization for Payment (Reference Section 22.07): Timely completion of reconciliation documents and authorization for payment documents is critical to the success of this program. The contract between City and the card provider requires payment to be made as scheduled.

- d. Unresolved Item Disputes (Reference Section 22.07): Disputed charges are paid, and then credited if the dispute is resolved in favor of the cardholder. Failure to resolve disputed charges therefore results in excess costs to departments.
 - e. Standards of Conduct Violations: Failure to act in accordance with expected standards of conduct jeopardizes the public trust held by City employees.
 - f. Security Violations: Reference Section 22.04.
2. Consequences of Program Violations:
- a. Unallowable purchases: The cardholder will provide a written statement of explanation.
 - b. Unacceptable Documentation: The cardholder will provide required documentation upon notification by Financial Services.
 - c. Late Submission of Procurement Card Reconciliation Documents and Failure to Resolve Disputes: Late submissions and/or failure to resolve disputes may result in temporary de-activation of the card.
 - d. Standards of Conduct Violations: Conduct not complying with City standards will be reported to the City Attorney. In addition to card revocation, violations may result in disciplinary action up to and including termination of City employment.
3. Repeated program violations will be reviewed by Financial Services and the City Attorney. In addition to temporary de-activation of the card, consequences of violation may include card revocation, payroll deduction for unallowable purchases and expenses that were not reconciled, and/or disciplinary action, which may include termination.

**CITY OF CEDAR FALLS
PROCUREMENT CARD PROGRAM
CARDHOLDER AGREEMENT**

The undersigned agrees to the following terms and conditions of the City of Cedar Falls Procurement Card Program:

1. I am acting as an agent for the City of Cedar Falls and will follow all applicable federal, state, and City policies and procedures when using the procurement card.
2. I understand that this program is only for purchases for official City use.
3. I will strive to obtain the best value for the City.
4. I will coordinate purchases with the Department/Division Administrative Assistant to assure that budgetary and other fiscal requirements are met.
5. I will turn in receipts to the Department/Division Administrative Assistant for all transactions purchased with the Card. If I should return an item that was purchased with the Card, the return will be credited to the Card and I will turn in the credit receipt to the Department/Division Administrative Assistant.
6. I will notify the vendor, when applicable, that the purchase is tax exempt and will ensure that such taxes are not added to the prices of items and/or services purchased.
7. I understand and agree to follow the policies and procedures of the City of Cedar Falls Procurement Card Program.
8. I have fully reviewed and understand and agree to the terms and conditions as provided by the Card Issuer.
9. I understand that I am personally responsible for the Card issued to me. I accept full and complete responsibility for the use of this card in accordance with this Agreement. I understand that I may be held personally liable, including possible discipline, for any unauthorized use or abuse of the Card by me or by others with my permission or knowledge. See Section 22 Procurement Card Program of the Accounting Policies and Procedures and Purchasing Manual.
10. I authorize my Department/Division Administrative Assistant to act on my behalf in resolution of disputed charges.
11. I will report a missing or stolen card within 24 hours of discovery of loss, to USBank and to Financial Services.
12. I will surrender my card when requested by the Financial Services or upon separation from employment with the City.

Employee: _____
Signature Date

Printed Name

Written Statement for Missing P-Card Receipt/Invoice

I acknowledge that I have not provided a receipt/invoice in accordance with City Procurement Card Policy 22.06. I understand that the City uses receipts to document the type of expense, the appropriateness of the expense, and the reasonableness of the expense. In lieu of the required receipt, I will attest with my signature below that the item(s) purchased or service provided was a City business expense and that there were no prohibited purchases included in the purchase.

Description of Purchase (detailed): _____

Date of Purchase: _____ **Amount of Purchase: \$** _____

Signature of Employee: _____

Printed Name of Employee: _____

Supervisor Approval: _____

Controller/City Treasurer Approval: _____

Date: _____

**Violation to Procurement Card Program
Written Statement for Unallowable Purchases
Procurement Card Policy Sec 22.08.2(a)**

I acknowledge that I have purchased unallowable item(s) on my City of Cedar Falls Procurement card in violation of Procurement Card Policy 22.05 Transaction Dollar Limits & Excluded Items: "Items for personal use that would not be reimbursable by the City of Cedar Falls."
My explanation of what happened is as follows (attach additional sheet if needed):

I will attest with my signature below that the item(s) purchased or service provided was not a City business expense and that I have reimbursed the City \$ _____ for these items (copies of receipts attached). I also understand that for future, repeated violations of the policy could result in disciplinary action, which may include termination.

Date of Purchase: _____ Amount of Purchase: _____

Description of Purchase: _____

Signature of Employee: _____ Date: _____

Printed Name of Employee: _____

Supervisor Approval: _____ Date: _____

Controller/City Treasurer Approval: _____ Date: _____

SECTION 23
CASH RECEIPTS

23.01 INTRODUCTION:

All divisions of the City of Cedar Falls that receive different forms of payment for goods and/or services are required to comply with certain Internal Controls to safeguard these payments. The division may accept the following forms of payment:

- Cash
- Bank checks
- Money orders
- Cashier checks
- Credit Cards (VISA, MasterCard, American Express and Discover credit cards)

Divisions are not allowed to establish GoFundMe, PayPal or other online payment accounts to accept payments for goods and/or services. Divisions may submit a request to Finance and Business Operations and if deemed necessary the account shall be established through their office.

23.02 PROCEDURE:

1. For every payment transaction, pre-numbered receipts must be issued.

Copy 1 - Customer

Copy 2 - Division retains

Copy 3 - Sent to Financial Services Division with the cash deposit

A copy of a computer generated cash receipts list can be sent to Financial Services if your particular receipts do not have three (3) copies.

2. The employee accepting the payment must sign the receipt.
3. Divisions must balance payments daily.
4. Payments and the corresponding receipts must be deposited in Financial Services daily. If a division does not accumulate \$100 daily, they may make deposits to Financial Services following the natural cycle of that division's receipts.
5. The Financial Services employees must balance the payments with the receipts on a daily basis.
6. The Financial Services Division must deposit cash receipts in the bank daily.

7. The Financial Services Division must keep on file in numerical order their copy of the Division's receipt.
8. On a random basis, a representative from the Financial Services Division may audit the cash receipt process, count cash on hand, and balance cash to receipts for that day. Applicable inventory will also be counted.

SECTION 24
ACCOUNTS RECEIVABLE

24.01 INTRODUCTION:

The City of Cedar Falls bills individuals for the use of the transfer station, garbage dumpster pick-up, fire inspections, building inspections, engineering inspections, and other miscellaneous services provided by the City.

24.02 PROCEDURE:

1. Department Responsibilities:

a. The individual departments that charge citizens of Cedar Falls for miscellaneous services will provide Financial Services with the information needed to bill their customers.

1) The departments will provide a list of customers, customer number, date and description of services rendered, and amount due. Each list will be approved and signed by an authorized individual.

~~2) All other departments and divisions will complete the accounts receivable charge form.~~

~~3) 2) Departments will provide Financial Services with new customer information and changes to existing customers.~~

b. Financial Services Division will print aged accounts receivable listings monthly to check for outstanding bills and provide that to departments.

c. Financial Services with the coordination of the departments will collect overdue bills.

d. It is the department's responsibility to avoid duplicate billings and make sure that if a customer pays for the service with cash that a bill is not sent for the same service.

2. Finance & Business Operations responsibilities:

a. Financial Services will recompute the lists and charge forms and check for appropriate signatures.

- b. Financial Services will enter the customer and charge information in the computer.
- c. Financial Services will print the invoices monthly and mail to the customers.
- d. Financial Services will receive payments in the mail, post the cash receipts, and credit accounts receivable to remove the bill from the outstanding accounts receivable list.
- e. Financial Services will run and mail monthly statements to all customers.
- f. A late charge of 1 1/2% per month will be charged any bill that is older than 30 days.
- g. If a department determines they cannot collect an overdue bill within 120 days, Financial Services will submit the bill to a collection agency or the State of Iowa Department of Administrative Services (DAS) Income Offset Program, in accordance with Iowa Code chapter 8A.504 and 11 Iowa Administrative Code (IAC) 40.
 - 1) Financial Services will give written notice to the debtor that the City intends to submit the debt owed by the debtor to a collection agency or (DAS) Income Offset Program. The notice must:
 - i. Explain the basis for the City's claim to the debt;
 - ii. Inform the debtor that the City intends to send the debt to a collection agency or DAS Income Offset Program;
 - iii. Inform the debtor that the debtor has 30 days (after the date the City mailed the notice of the proposed action to the debtor) to contact the City Financial Services Division to contest the debt owed the City;
 - iv. Inform the debtor that failure to contact City Financial Services Division within the required time will result in the debt being turned over to the collection agency or DAS Income Offset Program.
 - 2) Once a bill has been submitted to the collection agency or DAS Income Offset Program, City employees in the affected divisions will no longer negotiate with the customer without contacting Financial Services Division.
 - 3) All questions from customers whose accounts have been submitted to the collection agency or DAS Income Offset Program must be referred to the Financial Services Division. If a customer contacts

divisions about such an account, the divisions must contact Financial Services.

- 4) The Controller/City Treasurer has the authority to void outstanding bills based on information received from the divisions.
- 5) The Controller/City Treasurer will contact the collection agency or DAS with the authorization to void outstanding bills.
- 6) State of Iowa Department of Administrative Services (DAS) Income Offset Program:
 - i. City will receive notification from DAS when a debt is identified to match a Social Security number or Federal Employer Tax Identification number payments issued by State of Iowa to debtor. Upon notification, City must send written notice to the debtor that the City intends apply the debtor's State tax refund or other State of Iowa payment against the debt;
 - ii. The notice shall consist of the following in accordance with 11 Iowa Administrative Code 40.4(4) :
 - a. Written notification by first class mail explaining the basis for the City's claim to the debt.
 - b. Inform the debtor that the City intends to apply the debtor's State tax refund or other State of Iowa payment against the debt.
 - c. Inform the debtor they have the right to contest the matter by requesting an administrative hearing with the City. That the hearing shall determine the merits of whether to withhold the debtors State tax refund or other State of Iowa payment.
 - d. If such request is made, it must be within 15 days of the date of the mailing of the notice.
 - e. Inform the debtor that failure to request an administrative hearing within the required time, or failure to appear at such hearing, shall constitute a waiver to the right to a hearing and will result in income setoff of the debt against the debtor's State tax refund or other State of Iowa payment.
 - iii. A request for an administrative hearing must be made in writing to the City Clerk or designee. The request shall be reviewed to determine whether to apply the debtors State tax refund or other State of Iowa payment towards the debt.
 - iv. Notice of Hearing after Request by Debtor in accordance with Iowa Code chapter 17A shall:
 - a) Inform the debtor of the time, date and the place for the

- hearing.
- b) Inform the debtor the hearing shall be conducted before the Director of Finance and Business Operations or designee, and shall be limited to a determination of whether to apply the debtors State tax refund or other State of Iowa payment towards the debt.
 - c) Provide the debtor with a pre-hearing contact person.
 - d) Inform the debtor that after the hearing, the City will mail to the debtor a written decision as to whether the debt is owed and the amount;
 - e) However, no such notice need be given should the debtor or a designated representative of the debtor fail to appear at such hearing.
- v. Post Hearing Procedure:
- a) Advise the debtor of the hearing decision.
 - b) Inform the debtor that if the debtor disagrees with the decision of the Director of Finance and Business Operations or designee, the debtor may file a petition for a contested case under Iowa Code chapter 17A.12(3).
 - c) Inform the debtor that the petition for a contested case must be filed within 15 days after the debtor receives a copy of the City's decision.
- vi. Notice of Petition after Request by Debtor in accordance with Iowa Code chapter 17A.12(3) shall:
- f) Inform the debtor of the time, date and the place for the petition hearing.
 - g) Inform the debtor the petition hearing shall be conducted before the Administrative Committee. The Administrative Committee will take the necessary steps to review and investigate the petition and will issue a written, final, and binding decision.
 - h) Provide the debtor with a pre-hearing contact person.
 - i) Inform the debtor that after the petition hearing, the City will mail to the debtor a written final decision as to whether the debt is owed and the amount;
 - j) However, no such notice need be given should the debtor or a designated representative of the debtor fail to appear at such hearing.
- vii. City shall notify via facsimile DAS Income Offset Program

within 45 days of receiving notification in 24.02.2g(6(i)), the amount required to satisfy the debtor's debt or to release the funds to the debtor. DAS Income Offset will make offset, if applicable, and refund any balance due to debtor.

SECTION 25

PAYROLL

25.01 INTRODUCTION:

The City of Cedar Falls collects time worked by employees and processes payroll on a bi-weekly basis.

25.02 DEPARTMENT RESPONSIBILITIES:

1. Each department is responsible for keeping track of the time worked by their employees.
2. Each pay period the employee completes a time sheet and signs it. It then is signed by the authorized supervisor for that department. The timesheet should include the time spent each day by the employee on certain payroll tasks codes as developed by their department.
3. The time sheets are entered into the payroll system by the departments and ~~copies of~~ the timesheets shall be delivered to Financial Services.
4. All new employees must complete personnel action sheets and provide the Financial Services Division with new employee information before they can be entered into the computer to receive a paycheck.

25.03 FINANCIAL SERVICES RESPONSIBILITIES:

1. A Financial Services employee scans the time sheets and checks them for compliance with City policies and procedures.
2. A Financial Services employee enters any employee changes into the computer.
3. Financial Services employees check the changes for accuracy.
4. After it is determined that the information is correct, the direct deposit transfer is done and checks are printed. The Controller/City Treasurer or designee transmits the direct deposit to the bank. The controls listed in Section 7.03 2b that exist over the regular checks also exist over paychecks.
5. Financial Services employees electronically sign the checks and stuff them into envelopes. The Financial Services employees also print the direct deposit stubs and stuff them into envelopes.

6. The envelopes with the checks and direct deposit stubs are stored in the locked vault until Friday morning of payroll when the Controller/City Treasurer or his/her designee distributes the checks to the pre-approved departmental employee who then distributes the checks to the employees.

~~7. The Controller/City Treasurer or designee transmits the direct deposit to the bank.~~

8.7. Financial Services employees complete all tax forms, write the checks or electronically transmit the funds for taxes, FICA, insurance, etc., using the Accounts Payable System described in Section 7.

SECTION 26

LOANS

26.01 ECONOMIC DEVELOPMENT LOANS:

1. The Planning & Community Services Division periodically recommends to the City Council consideration of loans to businesses in an effort to promote economic development and job creation/retention in the City of Cedar Falls.
2. The loan agreement is completed and approved by the City's legal counsel prior to presentation to the City Council for approval.
3. After the City Council approves the loan agreement, the check is processed following the procedures in Section 7.02.
4. Loan repayment schedules are prepared by Financial Services, and principal and interest payments are monitored by Financial Services.

26.02 IOWA ECONOMIC DEVELOPMENT AUTHORITY PROGRAM LOANS:

1. The Planning & Community Services Division periodically assists businesses in Cedar Falls in acquiring loans from the various programs through the Iowa Economic Development Authority .
2. The Planning & Community Services Division coordinates preparation of the loan application documents, acquires all the appropriate signatures, and presents all the documents to Council for approval.
3. After the Council approves the application documents, they are submitted to the State of Iowa. The state sends the loan to the City, the City deposits the loan in the Economic Development Fund, and then a check is written to the applicant. The check is processed following the procedures in Section 7.02.
4. Repayments of principal and interest are the responsibility of the applicant and are paid by the applicant. For applicant loan funds, loan payments are made to the City of Cedar Falls, and the City pays the State following the procedures in Section 7.02.
5. The payments made by the applicant are monitored by the Planning & Community Services Division.

SECTION 27

TAX INCREMENT FINANCING (TIF) POLICY

27.01 PURPOSE:

1. The City may create Urban Renewal Areas in accordance with Chapter 403 of the Code of Iowa.
2. When it deems appropriate, City Council may approve Tax Increment Financing (TIF) for a public or private project in accordance with the applicable adopted Urban Renewal Plan guidelines. This policy sets forth the procedures and policies to be used for TIF.

27.02 TAX INCREMENT FINANCING:

1. When an urban renewal area is legally created, all of the tax dollars on the incremental value of the district will flow to the City, excluding the debt services requirements by each taxing body.
2. These funds may be used to pay for improvements and/or land acquisitions within that urban renewal area or other allowable uses as outlined in *Iowa Code* Chapter 403 and as identified in each adopted Urban Renewal Plan.
3. Annually, the Director of Finance & Business Operations must certify to the County Auditor the amount of debt in each of the TIF areas and the amount of property tax dollars collected in that area. The Director of Finance & Business Operations must also submit to the Iowa Department of Management the required annual TIF reports.

27.03 TAX INCREMENT FINANCING INCENTIVES:

1. In an effort to provide incentives for commercial development, the City Council adopted a policy to encourage large-scale commercial/retail development.
 - a. The minimum taxable valuation of the development must be \$15,000,000.
 - b. The City can provide the developer a 45% tax rebate (incentive) for up to five years
 - c. The rebate would be used by the developer to pay infrastructure or other eligible costs associated with the project.
 - d. The tax rebate will not exceed the actual cost of the infrastructure.
2. For industrial and office development, a tax abatement or rebate incentive may be provided if approved by the Council.
 - a. The abatement or rebate schedule would generally be in the amount of 75% the first year, 60% the second year, 45% the third year, 30% the fourth year, and 15% the fifth year.

- b. After the fifth year of abatement/rebate, zero tax dollars would be abated/rebated.
3. As special development projects are proposed to the City, the City Council may decide to provide increased incentives, subject to the terms of an approved Developmental Agreement.

27.04 INCENTIVE NEGOTIATIONS:

1. If a developer is interested in pursuing a project in the City of Cedar Falls, the initial contact is with the Planning & Community Services Division.
2. The Departments of Community Development and Finance & Business Operations will then negotiate with the developer on the amount of incentives the City may be willing to provide, subject to City Council approval.
3. Once a tentative agreement is made between the City staff, including the City Administrator, and the developer, a development agreement is prepared by the City's legal counsel.
4. This agreement is then approved by the City Council following applicable legal proceedings.

SECTION 28
OUTSIDE AGENCY FUNDING

28.01 PURPOSE:

1. On annual basis outside agencies may apply to the City of Cedar Falls for funding.
2. The funding amount will be presented to the City Council for approval through the annual budget process.
3. Funding for outside agencies will not be provided for under the General Fund, unless determined to be associated with a City operation funded in the General Fund.

28.02 APPLICATION PROCEDURE:

1. The agency applying for funding should contact Finance & Business Operations to determine which avenue they should pursue to request funding.
2. The Director of Finance & Business Operations and Controller/City Treasurer along with other applicable staff from other departments will determine whether the agency should apply under the Tourism & Visitors Fund, the Health Trust Fund, Economic Development Fund, Community Betterment Fund, Community Block Grant Fund, or any other special fund.
3. Under special circumstances funding for large community capital projects may occur under the City's Capital Projects Fund or other unique funding sources.
4. Project requests associated with the University of Northern Iowa (UNI) should be directed to Finance & Business Operations from the University's Office of the Vice President of Administration and Finance or the Special Assistant to the President for Board and Governmental Relations.

28.03 FUNDING SOURCES:

1. Health Trust Funding – Applications are submitted to the Health Trust Fund Board in October of each year. The Board uses a formula based on the interest income derived off of trust assets to determine the amount of funding available to be distributed. They present their recommended funding model in February to the City Council as part of the annual budget process.
2. Economic Development Funding – Applications are submitted to the Economic Development Committee in November of each year. The Committee uses a formula based on hotel/motel tax revenue to determine the amount of funding available each year. They present their recommended funding model in February to the City Council as part of the annual budget process.

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3. Community Betterment Funding – Applications are submitted to the Visitors & Tourism Board in November of each year. The Board uses a formula based on hotel/motel tax revenue to determine the amount of funding available each year. They present their recommended funding model in February to the City Council as part of the annual budget process.
4. Community Block Grant Funding – Applications are received by the Planning & Community Services Division each year. The amount of funding is determined by the annual federal appropriation through the Block Grant program. This funding is then presented to the City Council as part of the annual budget process.

SECTION 29
DEBT MANAGEMENT

29.01 PURPOSE:

The City of Cedar Falls continues to have capital outlay needs across the organization. In order to finance those capital outlays, the City of Cedar Falls may issue long-term obligations. The purpose of this policy is to assist in managing those debt issuance needs and to ensure proper procedures are followed throughout the debt issuance process and thereafter in regards to spend down of proceeds and compliance reporting.

29.02 DEFINITIONS:

"Advisors" means the City's bond counsel, financial advisor, paying agent, and/or rebate analyst.

"Code" means Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended.

"Credit Ratings" are independent ratings of the City's financial capacity and insight into City's organizational strengths and weaknesses as they pertain to providing municipal services. Moody's currently rate City of Cedar Falls debt.

"General Obligation Debt" typically referred to as G.O. debt is backed by the full-faith and credit of the City which requires that sufficient tax revenue is generated each year to pay all debt service on such debt. There is no statutory limit on the amount of annual taxes that can be raised for payment of municipal debt service.

"Revenue Debt" means debt issued for purpose of City Enterprise Funds such as Sanitary Sewer, Stormwater, and Refuse. Revenue debt is secured by the annual revenues of the individual Enterprise Fund and therefore carries a riskier credit rating and higher interest rates than the City's General Obligation debt. Reserve funds and proof of excess annual payment capacity (debt service coverage) are required when issuing Revenue Debt.

"Rules" means Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

29.03 DEBT PLANNING GUIDELINES:

1. Capital Financing Strategy - The City will seek to use current revenues (cash) for capital outlays if the useful life of the improvement/equipment is less than five

years. Traditional debt will be utilized for capital improvements that are expected to retain value and efficient functionality beyond five-ten years. This approach will achieve a fair allocation of costs upon the current and future beneficiaries/users of the capital investments.

If the financial environment stabilizes and alternative revenue sources become available, the length of debt can be shortened and more capital outlays can shift to current revenue resources to reduce interest costs.

Whenever possible, the City will leverage grant opportunities without straying from pursuing the most essential capital projects.

The City will use Revenue Debt to fund Enterprise capital outlays if the associated credit rating is strong and interest costs are only marginally higher than a G.O. borrowing. See credit discussion below.

2. Credit Rating Strategy - The City seeks to maintain the highest possible credit rating for its long-term General Obligation and Revenue debt that can be reasonably achieved without compromising the delivery of basic City services.

The City's current ratings are as follows.

Type of Debt	Moody's Rating
General Obligation	Aa1Aaa
Sanitary Sewer	Aa2

The City recognizes that access to the broad municipal debt markets is essential to maintaining affordable interest costs for capital outlays. As municipal bond market and credit agency requirements and expectations change, so too will the City's policies and procedures associated with debt issuances and administrative compliance. The City will keep this program and council-directed policies updated.

3. Debt Limit Calculation - Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit can be further restricted if a municipality so chooses.

29.04 DEBT ADMINISTRATION POLICIES:

1. Responsible Parties:

a. The Director of Finance and Business Operations shall be the party primarily responsible for ensuring that the City of Cedar Falls successfully carries out its tax compliance requirements under applicable provisions of the Rules with regard to all obligations associated with debt issuance. The Director of Finance and Business Operations shall be assisted by the Controller/City Treasurer and other staff and officials when appropriate and at the Director's discretion. Advisors may be engaged during the time the bonds are outstanding for assistance in carrying out post-issuance tax compliance requirements.

b. The Director of Finance and Business Operations shall be responsible for assigning post-issuance tax compliance responsibilities to other staff and to the Advisors. The Director of Finance and Business Operations shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance tax compliance requirements of the City of Cedar Falls. The Director of Finance and Business Operations shall provide training and educational resources to staff responsible for ensuring compliance with any portion of the tax compliance requirements of this policy.

2. Tax Exempt Debt Compliance

The City of Cedar Falls tax-exempt governmental bonds must comply with federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. As an issuer of such bonds, the Governing Body of the City of Cedar Falls is required by the terms of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder, to take certain actions subsequent to the issuance of the bonds to ensure the continuing tax-exempt status of such bonds. Further, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements on the City of Cedar Falls with respect to its tax-exempt governmental bonds. This policy is designed to ensure that the City of Cedar Falls complies with its tax compliance obligations under applicable provisions of the Rules.

a. Expenditure of Bond Proceeds Process: The Director of Finance and Business Operations shall review the resolution authorizing issuance for each tax-exempt obligation, and shall:

- i. obtain a computation of the yield on such issue from the City's financial advisor;
- ii. create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) into which the proceeds of issue shall be deposited;
- iii. review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;
- iv. determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
- v. maintain records of the payment requests and corresponding cancelled checks showing payment;
- vi. consult with the Advisors to ensure that such expenditures are within the sixty (60) day period prior to the date in which the City of Cedar Falls made a "declaration of intent" to reimburse such costs or are preliminary expenditures under the Code, in the event the City of Cedar Falls seeks to utilize bond proceeds for costs that were incurred prior to the issuance of the bonds;
- vii. maintain records showing the earnings on, and investment of, the Project Fund;
- viii. ensure that investments acquired with proceeds are purchased at fair market value; and
- ix. identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

b. Rate of Expenditure: The Director of Finance and Business Operations shall ensure that the expenditure of bond proceeds will be monitored against the expenditure expectations represented in the tax compliance certificate for such bond issue to ensure that:

- i. Five percent (5%) of the net sale proceeds were spent or committed within six (6) months of the issue date;
- ii. Eighty-five percent (85%) of the net sale proceeds were spent within three (3) years of the issue date; and
- iii. The City of Cedar Falls proceeded with due diligence to complete the project and fully spend the net sale proceeds.

Failure to meet the expected expenditure expectations represented in the tax compliance certificate for such bond issue shall be documented and retained by the City Clerk in the records for the bond issue.

c. Arbitrage Rules and Rebate Requirements: The Director of Finance and Business Operations shall review the tax compliance certificate for each tax-exempt obligation, and the expenditure records, and shall:

- i. monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in such certificate;
- ii. if the "small issuer" exception does not apply, monitor and ensure that the proceeds are spent in accordance with one or more of the applicable exceptions to rebate as set forth in such certificate;
- iii. not less than sixty (60) days prior to a required expenditure date confer with bond counsel if it appears expenditures will fail to meet the applicable temporary period or rebate exception expenditure requirements of the Tax-Exemption Certificate;
- iv. in the event of failure to meet a temporary period or rebate exception:
 - a. procure a timely computation of any rebate liability and, if rebate is due, file a Form 8038-T and arrange for payment of such rebate liability;
 - b. arrange for timely computation and payment of "yield reduction payments" (as such term is defined in the Code and Treasury Regulations), if applicable;
- v. ensure that the investment of bond proceeds is made only in permitted investments of the City of Cedar Falls as outlined in Iowa Code chapters 12B and 12C, and in the City's administrative policies,

- vi. consult with the Advisors to ensure that the investment of bond proceeds is performed in compliance with the arbitrage rules and rebate requirements;
- vii. consult with the Advisors to identify bond proceeds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;
- viii. contact the Rebate Analyst (and, if appropriate, bond counsel) prior to the fifth anniversary of the date of issuance of each issue of bonds of the City of Cedar Falls and each fifth anniversary thereafter to arrange for calculations and reports of the rebate requirements with respect to such bonds; and
- ix. if a rebate payment is required to be paid by the City of Cedar Falls, the Director of Finance and Business Operations shall prepare or cause to be prepared the appropriate form to be filed with the IRS (Form 8038-T).

d. Filings with Internal Revenue Service: The Director of Finance and Business Operations, with assistance from bond counsel, shall ensure that each issuance of bonds is properly reported with the Internal Revenue Service (IRS) as required by Section 149(e) of the Code. On the issue date of each series of bonds, the Director of Finance and Business Operations shall consult with the Advisors to identify the deadline to file the requisite IRS form for such issue.

e. Reporting the Issuance of Tax-Exempt Bonds

The original issuance of a tax-exempt bond issue with an issue price of one hundred thousand dollars (\$100,000) or greater shall be reported on Form 8038-G. The original issuance of a tax-exempt bond issue with an issue price less than one hundred thousand dollars (\$100,000) shall be reported on Form 8038-GC.

- Forms 8038-G and 8038-GC shall be filed by the City Clerk or bond counsel no later than the 15th day of the 2nd calendar month following the quarter in which the bonds were issued.
- The City Clerk shall consult with the Advisors to ensure the Form 8038-G is accurately filled out.

f. Rebate Reporting Requirements

The Director of Finance and Business Operations shall contact the rebate analyst prior to the 5th anniversary of the issue date on each series of bonds and each

5th anniversary thereafter to arrange for calculations of the rebate requirements with respect to such bonds. If a rebate payment is required to be paid, the Director of Finance and Business Operations shall prepare or cause to be prepared a Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment.

If the City of Cedar Falls is authorized to recover a rebate payment previously paid, the Director of Finance and Business Operations shall prepare or cause to be prepared a Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

g. Use of Bond-Financed Property

The Director of Finance and Business Operations shall monitor the use of all bond-financed facilities in order to determine whether private business uses of bond-financed facilities have exceeded the limits set forth in Section 141(b) of the Code (generally 10% of bond proceeds) as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements that provide special legal entitlements to nongovernmental persons.

To this end, the Director of Finance and Business Operations shall:

- i. maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of proceeds (including investment earnings) spent on each of the bond financed assets;
- ii. with respect to each bond financed asset, the Director of Finance and Business Operations will monitor and confer with bond counsel with respect to all proposed:
 - a. management contract
 - b. service agreements,
 - c. research contracts,
 - d. naming rights contracts,
 - e. leases or sub-leases,
 - f. joint venture, limited liability or partnership arrangements,
 - g. sale of property,
 - h. any other change in use of such asset, or
 - i. output contracts (including retail and wholesale requirements contracts
- iii. maintain a copy of the proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to the proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of

bond financed assets, or obligations issued to refund those obligations;

- iv. provide training and educational resources to any staff member that has the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use and on the private security or payments with respect to bond-financed facilities;
- v. ensure that no item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a "remedial action" under the applicable Treasury Regulations and the Director of Finance and Business Operations shall consult with bond counsel prior to the sale or transfer of any bond-financed property; and
- vi. In the event of an action with respect to a bond financed asset, which may cause the private business tests or private loan financing test to be met, the Director of Finance and Business Operations shall contact bond counsel for advice and ensure timely remedial action under IRS Regulation Sections 1.141-12.

h. Advance Refundings

The Director of Finance and Business Operations shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:

- i. Identify and select bonds to be advance refunded with advice from internal financial personnel, the City's financial advisor and bond counsel.
- ii. The Director of Finance and Business Operations shall identify, with advice from the City's financial advisor and bond counsel, any possible federal tax compliance issues prior to structuring any advance refunding.
- iii. The Director of Finance and Business Operations shall review the structure with the input of the City's financial advisor and bond counsel, of advance refunding issues prior to the issuance to ensure (i) that the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issue; (ii) that the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds; (iii) that the proposed issuance complies with federal income tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance

refunding bonds to become "arbitrage bonds"; and (iv) that the proposed issuance will not result in the issuer's exploitation of the difference between tax exempt and taxable interest rates to obtain a financial advantage nor overburden the tax exempt market in a way that might be considered an abusive transaction for federal tax purposes.

- iv. The Director of Finance and Business Operations shall collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Director of Finance and Business Operations shall engage the City's rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
- v. The Director of Finance and Business Operations shall, whenever possible, purchase SLGS to size each advance refunding escrow. The City's financial advisor and rebate consultant shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Director of Finance and Business Operations shall, in consultation with bond counsel, comply with IRS regulations.
- vi. To the extent the City of Cedar Falls elects to purchase a guaranteed investment contract, the Director of Finance and Business Operations shall ensure, after input from bond counsel, compliance with any bidding requirements set forth by the IRS regulations.
- vii. In determining the issue price for any advance refunding issuance, the Director of Finance and Business Operations shall rely on the issue price certification by the purchasing underwriter at closing.
- viii. After the issuance of an advance refunding issue, the Director of Finance and Business Operations shall ensure timely identification of violations of any federal tax requirements and engage bond counsel in attempt to remediate same in accordance with IRS regulations.

3. Record Retention

Management and retention of records related to bond issues shall be supervised by the City Clerk. Records and documents pertaining to cancellation, transfer, redemption or replacement of City of Cedar Falls bonds shall be preserved by the City of Cedar Falls or its agent for a period of not less than eleven (11) years, as set forth in Iowa Code Section 76.10. The transcript prepared by bond counsel and the bond financing record prepared by an independent financial

advisor shall be retained for ten (10) years beyond the final maturity or the full defeasance due to a refunding; whichever occurs first. Other records shall be retained during the period in which the bonds remain outstanding (plus any refunding bonds) plus three (3) years. Records may be in the form of documents and electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

The Director of Finance and Business Operations in conjunction with the City Clerk shall collect and retain the following records with respect to each issue of bonds of the City of Cedar Falls and with respect to the facilities financed with the proceeds of such bonds:

- audited financial statements of the City of Cedar Falls;
- appraisals, demand surveys, or feasibility studies, if any, with respect to the facilities to be financed with the proceeds of such bonds;
- publications, brochures, and newspaper articles, if any, related to the bond financing;
- trustee or paying agent statements;
- records of all investments and the gains (or losses) from such investments;
- paying agent or trustee statements regarding investments and investment earnings;
- reimbursement resolutions, if any, and expenditures reimbursed with the proceeds of such bonds;
- allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including any requisitions, expenditure/draw schedules, expenditure/draw requests, invoices, bills, and cancelled checks with respect to such expenditures);
- contracts entered into for the construction, renovation, or purchase of bond-financed facilities;
- an asset list or schedule of all bond financed depreciable property and any depreciation schedules with respect to such assets or property;
- records of the purchases and sales of bond-financed assets;
- private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; arbitrage rebate reports and records of rebate and yield reduction payments, if any; resolutions or other actions, if any, taken by the Governing Body subsequent to the date of issue with respect to such bonds;
- formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds;
- relevant correspondence relating to such bonds;

- documents related to guaranteed investment contracts or certificates of deposit, credit enhancement transactions, and financial derivatives entered into subsequent to the date of issue;
- copies of the bond financing record provided by an independent financial advisor;
- copies of any and all forms filed with the IRS for each series of bonds including, as applicable, Form 8038-G or Form 8038-GC; and
- the official transcript prepared by bond counsel with respect to each series of bonds of the City of Cedar Falls.

4. Identification of Violations and Corrections

If, during the period the bonds remain outstanding, it is determined that a violation of federal tax requirements may have occurred, the Director of Finance and Business Operations shall immediately consult with the Advisors to ensure that corrective or remedial action is taken. In consultation with bond counsel, the Director of Finance and Business Operations shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the limits under Section 141(b)(1) of the Code. In consultation with bond counsel, the Director of Finance and Business Operations shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program, described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Rules with respect to its outstanding bonds.

5. Other Post-Issuance Actions

If, in consultation with the Advisors, the Director of Finance and Business Operations determines that any additional action not identified in this policy must be taken by the Director of Finance and Business Operations to ensure the continuing tax-exempt status or "qualified" status of any issue of the City of Cedar Falls' bonds, the Director of Finance and Business Operations shall take such action if the Director of Finance and Business Operations has the authority to do so. If, after consultation with the Advisors, the Director of Finance and Business Operations determines that this policy shall be amended or supplemented to ensure the continuing tax-exempt status or "qualified" status of any issue of the City of Cedar Falls' bonds, the Director of Finance and Business Operations shall follow the appropriate City of Cedar Falls policy or procedure that this document be so amended or supplemented.

SECTION 30
CONTINUING DISCLOSURE POLICY

Section 30.01 PURPOSE:

This Continuing Disclosure Policy of the City of Cedar Falls is intended to ensure that the City efficiently carries out its continuing disclosure obligations with respect to securities it issues or guarantees pursuant to Rule 15c2-12, as amended (the "**Rule**"), promulgated under the Securities Exchange Act of 1934, as amended.

Section 30.02 BACKGROUND:

The Rule prohibits underwriters from offering bonds unless the issuer provides an official statement and contractually promises to provide specified disclosures as required in the Rule. To facilitate compliance with the Rule, each issuer must enter into a continuing disclosure agreement with the purchaser or underwriter in connection with each new issuance of obligations which fall within the Rule, thereby creating a contractual promise on behalf of the issuer to provide the market with these disclosures. The City is responsible for ensuring that all disclosure documents contain accurate information. The SEC has asserted that, under Rule 10b-5, disclosure documents used by municipal issuers, such as official statements, are subject to the prohibition against false or misleading statements of material facts, including the omission of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading."

Section 30.03 OBLIGATIONS SUBJECT TO THE RULE:

Various offerings are fully or partially exempt from the continuing disclosure provisions under the Rule. Offerings with an aggregate original principal amount of less than \$1 million ("Small Offerings"), offerings sold prior to July 3, 1995 ("Old Offerings") and offerings sold by an issuer directly to investors without using a broker, dealer, or municipal securities dealer as an underwriter or placement agent ("Direct Offerings") are fully exempt from all continuing disclosure provisions under the Rule, unless the City voluntarily agrees to provide continuing disclosures for an otherwise exempt Obligation. SRF loans are considered "Direct Offerings" and therefore are not subject to this Policy.

Section 30.04 DEFINITIONS:

In addition to the terms defined above, the following capitalized terms shall have the following meanings:

"Annual Reports" shall have the meaning set forth in Section 30.09 of this Policy.

"City" means the City of Cedar Falls, Iowa.

"Disclosure Coordinator" means the individual designated in Section 30.05 of this Policy.

"Disclosure Counsel" means legal counsel (which may be bond counsel for a series of Obligations) engaged for the purpose of assisting the City in meeting its primary and secondary market disclosure obligations.

"Financial Advisor" means a municipal advisor engaged for the purpose of assisting with the City's structuring and sale of Obligations.

"Fiscal Year" means the fiscal year of the City, beginning on July 1 and ending on the following June 30.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at <http://emma.msrb.org/>.

"Employee" means any person who, as part of his or her employment with the City, has regular responsibility for the administration of matters related to Obligations.

"Listed Event" means any of the events listed in Exhibit A of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board or any other board or entity which succeeds to the functions currently delegated to the Municipal Securities Rulemaking Board by the Rule.

"Obligations" means any securities issued by, or whose payment is guaranteed by the City, that are subject to the Rule.

"Official Statement" shall have the meaning set forth in Section 30.06 of this Policy.

"SEC" means the United States Securities and Exchange Commission.

Section 30.05 DISCLOSURE COORDINATOR:

By adoption of this Policy, the City hereby appoints the Director of Finance and Business Operations to act as the Disclosure Coordinator of the City.

Section 30.06 RESPONSIBILITIES:

The Disclosure Coordinator is responsible for the following tasks:

1. reviewing and approving all preliminary and final official statements relating to the City's securities, together with any supplements, for which a

continuing disclosure undertaking is required (each, an "Official Statement"), before such documents are released, in accordance with Article III below;

2. reviewing annually the City's status and compliance with its continuing disclosure undertakings, including filings of disclosure documents and compliance with this Policy, in accordance with policies listed below;
3. serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any disclosure document;
4. recommending changes to this Policy to the City Council as necessary or appropriate;
5. communicating with third parties, including coordination with outside consultants assisting the City, in the preparation and dissemination of disclosure documents to make sure that assigned tasks have been completed on a timely basis and making sure that the filings are made on a timely basis and are accurate;
6. in anticipation of preparing disclosure documents, soliciting "material" information (as defined for purposes of federal securities law) from identified City Employees;
7. maintaining records documenting the City's compliance with this Policy; and
8. ensuring compliance with training procedures as described below.

The responsibilities of the Disclosure Coordinator to make certain filings with the MSRB under Sections Annual Report Filings and Listed Event Filings may be delegated by contract to a dissemination agent, under terms approved by the City Council.

Section 30.07 REVIEW AND APPROVAL OF OFFICIAL STATEMENTS:

Whenever the City issues Obligations, an Official Statement may be prepared. Each of these Official Statements contains information relating to the City's finances. The Disclosure Coordinator, along with any retained Disclosure Counsel and/or Financial Advisor, shall have primary responsibility for ensuring that all such information is accurate and not misleading in any material aspect. The Official Statement may also include a certification that the information contained in the Official Statement regarding the City, as of the date of each official statement, does not contain any untrue statement of material fact or omit to state any material fact necessary to make the information contained in the Official Statement, in light of the circumstances under which it was

provided, not misleading. When undertaking review of a final or preliminary Official Statement, the Disclosure Coordinator shall:

1. review the Official Statement to ensure that there are no material misstatements or omissions of material information in any sections, that the information relating to the City that is included in the Official Statement is accurate, and that when necessary the information relating to the City has been reviewed by a knowledgeable Employee or other appropriate person;
2. draft, or cause to be drafted, for the Official Statement descriptions of (i) any material current, pending or threatened litigation, (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement; and
3. report any significant disclosure issues and concerns to Disclosure Counsel and/or Financial Advisor.

Section 30.08 SUBMISSION OF OFFICIAL STATEMENTS TO CITY COUNCIL FOR APPROVAL:

The Disclosure Coordinator shall submit all Official Statements to the City Council for review and approval. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council's responsibilities under applicable federal and state securities laws.

Section 30.09 ANNUAL REPORT FILINGS OVERVIEW:

Under the continuing disclosure undertakings the City has entered into in connection with certain of its debt offerings, the City is required each year to file Annual Reports with the EMMA system in accordance with such undertakings. Such Annual Reports are generally required to include: (1) certain updated financial and operating information, and (2) the City's audited financial statements. The documents, reports and notices required to be submitted to the MSRB pursuant to this Policy shall be submitted through EMMA in an electronic format, and shall be accompanied by identifying information, in the manner prescribed by the MSRB, or in such other manner as is consistent with the Rule. A description of the format and information presently prescribed to be filed with EMMA is included in Exhibit B. To facilitate the City's continuing disclosure undertakings the Disclosure Coordinator shall:

1. maintain a record of all continuing disclosure obligations of the City using a chart which shall identify and docket all continuing disclosure deadlines;

2. schedule email reminders on the EMMA website for each Obligation to help ensure timely filing of financial disclosures;
3. ensure that preparation of the City's Annual Reports commences as required under each specific continuing disclosure undertaking; and
4. comply with the City's obligation to file Annual Reports by submitting or causing the required (i) annual financial information and operating data and (ii) audited financial statements to be submitted to the MSRB through EMMA.
 - (a) If the event the City does not have audited financial statements available by the filing deadline imposed by the continuing disclosure agreement, the Disclosure Coordinator shall instead submit the City's unaudited financial statements, and shall file a "failure to file notice" in accordance with the Rule. The failure to file notice shall include information describing the nature and/or cause of the failure to meet the contractual deadline and, if available, an approximate timeframe for when the complete annual financial information is expected to be submitted. Audited financial statements shall be filed as soon as available.
 - (b) All documents submitted to the MSRB through EMMA that are identified by specific reference to documents already available to the public on the MSRB's Internet website or filed with the SEC shall be clearly identified by cross reference.

Section 30.10 DISCLOSURE OF LISTED EVENTS:

Pursuant to Rule 15c2-12(b)(5)(i)(C), the City is obligated to disclose to the MSRB notice of certain specified events with respect to the City's securities (a "Listed Event"). All Employees shall be instructed to notify the Disclosure Coordinator if he or she becomes aware of any of the Listed Events listed in the City's continuing disclosure undertakings. The Disclosure Coordinator may consult with Disclosure Counsel, or the Financial Advisor, to discuss the event and to determine whether a filing is required or is otherwise desirable. If such a filing is deemed necessary, the Disclosure Coordinator shall cause a notice of the Listed Event (a "Listed Event Notice") that complies with the Rule to be prepared, and the Disclosure Coordinator shall file the Listed Event Notice as required by the Rule as follows:

1. The Disclosure Coordinator shall monitor and periodically review the Listed Events identified in Exhibit A, in connection with outstanding

obligations to determine whether any event has occurred that may require a filing with EMMA.

2. The Disclosure Coordinator shall file, in a timely manner, a notice of the occurrence of any Listed Event or Events with the MSRB via EMMA with respect to any Obligations to which the Listed Event or Events are applicable, in a timely manner not in excess of ten (10) business days after the occurrence of the Listed Event.
3. The Disclosure Coordinator shall subscribe to any available ratings agency alert service regarding the ratings of any Obligations.

Section 30.11 DOCUMENTS TO BE RETAINED:

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with this Policy. The Disclosure Coordinator shall retain an electronic or paper file ("Transcript") for each continuing disclosure Annual Report that the City completes. Each Transcript shall include final versions of documents submitted to the MSRB through EMMA. The Transcript shall be maintained for the period that the applicable Obligations are outstanding, with a minimum of three [3] years from the date the Annual Report is posted on EMMA.

Section 30.12 EDUCATION AND TRAINING:

The City shall conduct periodic training to assist the Disclosure Coordinator, all Employees and the City Council in understanding and performing their responsibilities under this Policy. Such training sessions may include a review of this Policy, the City's disclosure obligations under applicable federal and state securities laws, including the Listed Events in Exhibit A, and the disclosure responsibilities and potential liabilities of members of City staff and members of the City Council. Such training sessions may include meetings with Disclosure Counsel, teleconferences, attendance at seminars or conferences where disclosure responsibilities are discussed, and/or recorded presentations.

Section 30.13 PUBLIC STATEMENTS REGARDING FINANCIAL INFORMATION:

Whenever the City makes statements or releases information relating to its finances to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Listed Event notices, statements in the annual financial reports, and other financial reports and statements of the City), the City is obligated to ensure that such statements and information are accurate and complete in all material aspects. The Disclosure Coordinator shall assist the Mayor and City Council in ensuring that such statements and information are accurate and not misleading in any material aspect. Investment information published on the City's website may include a

cautionary statement at the request of the Disclosure Coordinator, substantially as follows:

"The only information on this website that is posted with the intention of reaching the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community, is located on the "investor information" web pages. Other than the specific information presented in the investor information web pages, no other information on the City's website is intended to be the basis of or should be relied upon in making an investment decision. Because each security issued by the City or its related entities may involve different sources of payment and security, you should refer for additional information to the official statement and continuing disclosure filings for the particular security. The information posted in the investor information web pages speaks only as of its date."

EXHIBIT A
LISTED EVENTS

The Disclosure Coordinator should periodically review this list to determine whether any event has occurred that may require a filing with EMMA.

The following material events will trigger a requirement to file on EMMA within ten (10) business days of their occurrence:

1. principal and interest payment delinquencies
2. non-payment related defaults, if material
3. unscheduled draws on debt service reserves reflecting financial difficulty
4. unscheduled draws on credit enhancements reflecting financial difficulty
5. substitution of credit or liquidity providers, or their failure to perform
6. adverse tax opinions or material events affecting the tax-exempt status of the security
7. bond calls, if material, and tender offers
8. modifications to the rights of security holders, if material
9. defeasances
10. release, substitution or sale of property securing repayments of the securities, if material
11. rating changes
12. bankruptcy, insolvency, receivership or similar event of the Issuer
13. the merger, consolidation, or acquisition, sale of all issuer assets, if material
14. appointment of a successor or additional trustee or the change of name of a trustee, if material
15. incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties

EXHIBIT B**Suggested Practices in Submitting Annual Financial Information to EMMA*****Annual Financial Information is to be submitted to EMMA as follows:**

- through the EMMA Dataport;
- in one or more electronic word-searchable portable document format files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means ("properly formatted pdf file"); and
- indexed by the submitter as "Annual Financial Information and Operating Data" – this EMMA indexing category should be used for all submissions consisting of one or both parts of an annual financial information submission. A submission should be indexed in EMMA by the submitter as "Annual Financial Information and Operating Data" if it consists of complete annual financial information (including audited financial statements and/or the CAFR).

If the audited financial statements have not been prepared in time to meet the deadline:

- file unaudited financial statements with a notice to the effect that the unaudited financial statements are being provided pending completion of audited financial statements and that the audited financial statements will be submitted to EMMA when they have been prepared.

If annual financial information is provided by reference to other submitted documents file:

- a notice that includes specific reference to a document available on the EMMA website or the SEC (such as, but not limited to, an official statement), to the extent that such document in fact includes the information required to be included in the annual financial information; and
- the submitter should confirm that such document in fact is available from the EMMA website or the SEC and should include in such notice (A) a textual description of the document that includes the required information, with sufficient detail for a reasonable person to determine the precise document being referenced, and (B) an active hyperlink to the pdf file of such document as then posted on the EMMA website or to the SEC's EDGAR system; further, if such document includes audited financial statements, the submitter should also index such submission as "Audited Financial Statements or CAFR" in addition to (but not instead of) "Annual Financial Information and Operating Data" unless the submitter submits such audited financial statements separately to EMMA.

Failure to file notices are to be submitted to EMMA as follows:

- through the EMMA Dataport;
- as an electronic word-searchable and properly formatted pdf file; and
- indexed by the submitter as "Failure to Provide Annual Financial Information."

* Procedures subject to change

SECTION 31

APPRAISAL OF PROPERTY AND THE ESTABLISHMENT OF JUST
COMPENSATION31.01 PURPOSE:

Section 6B.54(2) of the Iowa Code provides that an acquiring agency may prescribe a procedure to waive the requirement for an appraisal "in cases involving the acquisition of property with a low fair market value." This policy prescribes those procedures.

31.02 APPRAISALS OR COMPENSATION ESTIMATES TO BE UTILIZED TO
DETERMINE THE VALUE OF PROPERTY OR PROPERTY INTERESTS
BEING INVOLUNTARILY ACQUIRED FOR CITY PROJECTS:

1. When the City of Cedar Falls intends to acquire private property or an interest in private property by purchase or condemnation, and when the total anticipated compensation for said property or property interest, as determined by the Department of Community Development, is estimated to be in excess of \$10,000, the valuation of such property or property interest shall be determined through the preparation of an appraisal.
2. When the City of Cedar Falls intends to acquire private property or an interest in private property by purchase or condemnation, and when the total anticipated compensation for said property or property interest, as determined by the Department of Community Development, is estimated to be \$10,000 or less, the valuation of such property or property interest may, in the discretion of the Director of Community Development, be determined through either the preparation of an Appraisal or of a Compensation Estimate.
3. For purposes of this policy, the following terms shall have the following definitions:

Appraisal means a written report, prepared by an appraiser in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), indicating the fair market value to be paid for the acquisition or taking of private property, and/or of the damages to be paid for the acquisition or taking of an interest in private property or of a part of such property.

Compensation Estimate means a valuation, prepared by an acquisition agent and reported on the appropriate form, indicating the fair market value to be paid for the acquisition or taking of private property, and/or of the damages to be paid for the acquisition or taking of an interest in private

property or of a part of such property. A compensation estimate shall include a breakdown of the valuation and/or damages. A compensation estimate is not an appraisal.

31.03 ESTABLISHMENT OF FAIR MARKET VALUE FOR PROPERTY OR PROPERTY INTERESTS BEING INVOLUNTARILY ACQUIRED FOR CITY PROJECTS:

1. City Council to Establish Fair Market Value for the Acquisition of Property or Property Interests in Excess of \$10,000 in Value.

In those instances in which the compensation to be paid for a property or property interest, as determined by appraisal, is in excess of \$10,000, the Department of Community Development shall prepare for Council consideration a resolution establishing the fair market value of the property or property interest at its appraised value. The City Council may in its discretion, as to a particular property, delegate to the Director of Community Development the authority to establish the fair market value of such property in excess of \$10,000 pursuant to appraisal.

2. Director of Community Development to Establish Fair Market Value for the Acquisition of Property or Property Interests up to \$10,000 in Value.

In those instances in which the compensation to be paid for a property or property interest, as determined by compensation estimate, is \$10,000 or less, the Director of Community Development shall by written memorandum directed to the City Administrator establish the fair market value of the property or property interest at the value shown in the compensation estimate. In those instances in which the fair market value was established by the Department of Community Development pursuant to a Compensation Estimate, an appraisal will not be required to support an administrative settlement in excess of \$10,000.

3. In making an offer to purchase a property or property interest, the Department of Community Development shall not offer less than the fair market value approved by the City Council or Director of Community Development.
4. This policy does not apply to final purchase offers made immediately prior to the condemnation of property. Final offers made prior to condemnation are to be made by the attorney handling the condemnation, and are to be made with the prior concurrence of, or subject to the approval of, the City Council, and with the prior concurrence of the department with programmatic responsibility for the project for which the property is being acquired.

5. All transactions involving the City's purchase of property or property interests shall be subject to approval by the City Council, regardless whether or not the property or property interest is acquired at the fair market value established as herein provided, except as may otherwise be provided by City ordinance or council policy.

31.04 RELEASE OF APPRAISALS, COMPENSATION ESTIMATE, OR APPRAISAL INFORMATION:

1. Provision of Appraisal or Compensation Estimate to Property Owner Prior to Commencement of Negotiations to Acquire the Property or Property Interest.

Section 6B.45 of the Iowa Code now requires that the acquiring agency mail "a copy of the appraisal in its entirety"... "to the person, corporation, or entity whose property or interest in the property is to be taken....at least ten days prior to the date" of contact with the property owner.

The purchase offer for a property or property interest, together with the appraisal or compensation estimate prepared by or on behalf of the City in connection with the City's proposed acquisition of that property or property interest, shall be mailed to the person(s), corporation(s), or entity(ies) who own or have an interest in the property by ordinary mail at their last known addresses not less than 10 days before the City's acquisition agent contacts the property owner or other interest holders to commence negotiations for the purchase of that property or property interest. The offer shall be accompanied by a cover letter to the property owners and interest holders, in which the Department of Community Development shall advise the property owners or interest holders of the pendency of the 10 day waiting period before the City's acquisition agent may contact them to begin negotiations, and shall advise them of their right to waive the 10 day waiting period.

2. Release of Appraisal or Appraisal Information Under Chapter 22 of the Iowa Code, Open Records Law.

Chapter 22 of the Iowa Code, the Open Records Law, provides that "every person shall have the right to examine and copy public records." Section 22.7 of the Code outlines 36 exemptions to this requirement, identifying documents which are to be kept confidential unless otherwise ordered by the court or by the custodian of the records. Section 22.7 makes appraisals or appraisal information confidential in the following described circumstance:

Appraisals or appraisal information concerning the sale or purchase of real or personal property for public purposes, prior to the sale or the execution of any contracts for such sale or the submission of the appraisal to the property owner or other interest holders as provided in Iowa Code Section 6B.45.

The City will not provide copies of appraisals, compensation estimates, or appraisal information to other parties for examination or copying prior to the execution of any contract for such sale or the submission of the appraisal to the property owner or other interest holders. City staff shall consult with the City Attorney to ensure compliance with Chapter 22 of the Iowa Code.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: July 20, 2022
SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV3)
 Service Agency Contract- Operation Threshold Second Amendment

In April 2020, the CARES Act was passed in response to COVID-19. The Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to the pandemic. On September 11, 2020, the City was notified that Cedar Falls would receive \$157,775.00 from the Round 3 funds. HUD prioritized Round 3 funds for households struggling to meet their rental or mortgage obligations, allowing temporary assistance.

On February 1, 2021, the City Council approved the contract with Operation Threshold for \$135,000 to provide financial assistance for qualifying households for rent or mortgage for six months. The remaining funds are used for administrative costs of City Staff and INRCOG. January 3, 2022, City Council approved a first amendment extending the contract until June 30, 2022. At that time, The Operation Threshold has \$20,000 remaining of their allotted \$135,000. As of July 1, 2022, Operation Threshold had \$7,600 remaining.

July 7, 2022, Operation Threshold asked for a second extension. The extension would allow them a chance to assist additional clients, while completing their monitoring visit with INRCOG and closing all the program's administrative files.

The City Attorney has reviewed the contract amendment. Staff recommends approving the contract amendment with Operation Threshold.

Please contact staff with any questions. Thank you.

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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment to Agreement for Professional Services is made and entered into this ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Operation Threshold** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a certain Agreement for Professional Services dated February 1, 2021, which established the terms and conditions for Agency to administer rent and mortgage assistance to income-qualified tenants and property owners that are in danger of becoming homeless as a result of COVID-19, (hereinafter the "Agreement"); and

WHEREAS, the Agreement has a term that commenced on January 1st, 2021, and is to expire on December 31, 2021; and

WHEREAS, the Agreement was amended on January 3, 2022 and expired on June 30, 2022; and

WHEREAS, the Agency has requested additional time within which the balance of the maximum allowable sum under the Agreement may be expended; and

WHEREAS, while the Agency has provided significant assistance to qualified participants in conformance with the Agreement, not all of the maximum allowable sum under the Agreement has been expended; and

WHEREAS, the Agency has requested additional time within which the balance of the maximum allowable sum under the Agreement may be expended; and

WHEREAS, the City has determined that the need for the additional funds still exists and that the public interest will be served by an extension of the expiration date for a period of six months; and

WHEREAS, pursuant to its terms, changes in the Agreement may be made by written amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Unnumbered but intended to be designated as Section 4 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

4. COMPLETION DATE

The aforementioned services shall be accomplished beginning January 1st, 2021 and ending December 31, 2022.

2. Section 8, paragraph B of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

B. The AGENCY will submit at least quarterly progress reports providing all information requested on Exhibit C. Quarterly reports shall be due April 15, 2021; July 15, 2021; October 15, 2021; January 15, 2022; April 15, 2022; July 15, 2022, October 15, 2022; and January 15, 2023 and shall be submitted to:

Karen Howard
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

3. The City and Agency hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and

are hereby ratified and confirmed, except as otherwise expressly amended in this Second Amendment to Agreement for Professional Services.

IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

AGENCY:

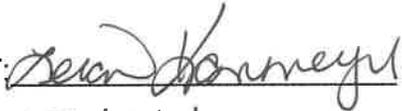
CITY:

OPERATION THRESHOLD

CITY OF CEDAR FALLS, IOWA

BY: 

BY: _____

ATTEST: 

ATTEST: _____

DATE: 07/21/2022

DATE: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
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 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: July 22, 2022
SUBJECT: Community Development Block Grant - Grant Administration and Technical Services
 Federal Fiscal Year 2022 (City FY2023)

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2022, funding for the entitlement CDBG program is \$259,801. The City has contracted with INRCOG to help with administration and technical services related to projects eligible for CDBG and HOME funds since February 2018. INRCOG's support helps the City maintain these programs, without adding staff.

The City recently adopted the Federal Fiscal Year 2022 Annual Action Plan to include the following activities:

Activity	FFY22 AAP Proposal
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$25,000
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$75,000
Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$38,970
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$112,871
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$20,000
CDBG Planning and Administration (capped at 20% of annual allocation)	\$51,960
FFY22 Total (including carryover/reallocation)	\$323,801

INRCOG's proposed services include CDBG general administration (preparing plans, reports, and monitoring service agencies), technical support for housing rehabilitation projects, as well as technical support for the Neighborhood Infrastructure Improvements (sewer lining) and the Sidewalk Replacement Project covering federal requirements for construction management and Davis-Bacon wages verification. The total cost for services outlined in the attached contract is \$55,000

The City Attorney has reviewed the contract. Staff recommends continuing services with INRCOG in FFY22 (City FY23). Attached is the proposed agreement with all required attachments.

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.

Please contact me with any questions. Thank you.

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

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENT

Community Development Block Grant (CDBG) Funding Project Delivery under Federal Fiscal
 Year 2022 in Cedar Falls, Iowa

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$55,000 for projects delivery costs for CDBG funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 None

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Director of Development

Address: 220 Clay St. Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@inrcog.org

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

INRCOG: Kevin Blanshan, Executive Director of INRCOG _____

By: Kim Blanshan

Its: _____

Date: 7-25-22

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A

Community Development Block Grant (CDBG) Funding: Project Delivery Federal Fiscal Year 2022 Projects in Cedar Falls, Iowa

SCOPE OF WORK CDBG GRANT PROJECT DELIVERY FOR FFY 2022 CDBG PROJECTS CITY OF CEDAR FALLS, IOWA

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the requirements related to the Community Development Block Grant (CDBG) under which the City of Cedar Falls plans to utilize funds to support service agencies; repair and rehabilitate housing units, both owner occupied and renter occupied; as well as complete infrastructure and/or public access projects.

Qualifications

Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging;

Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we perform all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development (bschoon@inrcog.org);
- o Cindy Knox, Housing Planner II (cknox@inrcog.org);
- o Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

Rose Phillips has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet CDBG requirements to expend the annual allocation of FFY 2022 funds.

INRCOG will present any necessary approvals or reports to City staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
 - INRCOG: \$3,000 (Program Administrative Cost-PAC)
- **Agency Awards Program (to City-Determined Agencies)**
 - Approximately Six (6) Agencies (Includes Administration Procurement, Monitoring, and Award expenses)
 - INRCOG Expense: \$7,500 (Activity Delivery Cost-ADC)
- **Single-Family Rehabilitation and Repair**
 - General and Technical Services
 - INRCOG Expense: \$11,000 (ADC)

- **Rental Rehabilitation and Repair**
 - General and Technical Services
 - *INRCOG Expense: \$11,000 (ADC)*
- **Neighborhood Access (Sidewalks)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - *INRCOG Expense: \$15,000 (ADC)*
- **Reports and Plans**
 - 2022 Action Plan; CAPER; Davis-Bacon; Section 3
 - *INRCOG Expense: \$7,500 (PAC)*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30th, 2023. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2023 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future year(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Delivery for Federal Fiscal Year 2022 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS**ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
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 City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

ATTACHMENT D: REQUIRED FEDERAL 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.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- 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).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

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. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"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: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the 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

Clean Air and Water Acts:

- 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. *Providing administration of the Clean Air and Water Acts*

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

Federal Labor Standards

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.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
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 City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: July 22, 2022
SUBJECT: HOME Investment Partnership Program - Technical Services

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. Through a consortium agreement with the City of Waterloo, Cedar Falls receives HOME Investment Partnership Program funds. Our agreement in July 2019 provided that Cedar Falls would receive approximately \$90,000 per year, depending on the HUD annual award. While Waterloo handles the general administrative requirements for the HOME Program (submitting annual plans and reports), in the past Cedar Falls has contracted with INRCOG for technical services related to the projects HOME funding supports.

INRCOG's proposed services include technical support for housing rehabilitation projects as well as environmental review preparation and processing for projects. The total cost for INRCOG's services as outlined in the attached contract is \$20,000.

The City Attorney has reviewed the contract. Staff recommends entering into an agreement with INRCOG for this needed support. Attached is the proposed agreement with all required attachments.

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.

Please contact me with any questions. Thank you.

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

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENT

Home Investment Partnerships Program (HOME) Funding Project Delivery for FFY 2022
 Projects in Cedar Falls, Iowa

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$20,000 for projects delivery costs for HOME funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 None.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Director of Development

Address: 220 Clay St, Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@inrcog.org

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

INRCOG; Kevin Blanshan, Executive Director of INRCOG

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A

Home Investment Partnership (HOME) Program Funding: Project Delivery for Projects in Cedar Falls, Iowa

SCOPE OF WORK **HOME GRANT PROJECT DELIVERY FOR FFY 2022 PROJECTS** **CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the State of Iowa's requirements related to the Home Investment Partnership (HOME) Program allocation of \$20,000.00 under which the City of Cedar Falls plans to utilize funds to support housing rehabilitation and repair work.

Qualifications

Housing Rehabilitation Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- Brian Schoon, Director of Development (bschoon@inrcog.org);
- Cindy Knox, Housing Planner II (cknox@inrcog.org);
- Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as

other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

Rose Phillips has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet the HOME Program requirements to expend funds allocated to the City.

INRCOG will provide general and technical administrative services, as well as expense and monitoring services associated with the contracted programs.

INRCOG will present any necessary approvals or reports to City staff. Further, as the HOME subrecipient, the City will be responsible for obtaining reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HOME reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration of INRCOG HOME Projects (2 units)**
 - *INRCOG: \$11,000*
- **Environmental Record Review for Iowa Heartland Habitat for Humanity HOME Projects (As outlined in the City of Cedar Fall's Community Housing Development Organization (CHDO) Contract with the City of Waterloo and Iowa Heartland Habitat for Humanity (2 units)**
 - *INRCOG Expense: \$9,000*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

HOME Program Services
Cedar Falls, Iowa

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30, 2023. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2023, during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Delivery for Federal Fiscal Year 2022 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit <i>(if applicable)</i>	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
-----------------	-------------

ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT **(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
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 City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

ATTACHMENT D: REQUIRED FEDERAL 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.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- 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).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

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. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"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: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the 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

Clean Air and Water Acts:

- 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. *Providing administration of the Clean Air and Water Acts*

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

Federal Labor Standards

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.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Janet Dufel, CPCU, CIC, CRM, CPIW PHONE (A/C, No, Ext): 319-234-8888 FAX (A/C, No): 319-234-7702 E-MAIL ADDRESS: jdufel@pdc.com														
INSURED Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Ins. Companies</td> <td></td> </tr> <tr> <td>INSURER B : IMWCA</td> <td></td> </tr> <tr> <td>INSURER C : XL Insurance</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Ins. Companies		INSURER B : IMWCA		INSURER C : XL Insurance		INSURER D :		INSURER E :		INSURER F :	
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INSURER C : XL Insurance															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 1228833549 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PHPK2432896	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2432896	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB821353	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&C/EPL			PHPK2432896 POL0950362	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.
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 City of Cedar Falls, Iowa 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 City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
 Luke Andreasen, PE, Principal Engineer
DATE: July 22, 2022
SUBJECT: HWY-1 Site Plan for Veridian Credit Union

REQUEST: HWY-1 Site plan approval for construction of a new Veridian Credit Union.(Case # SP22-007)
PETITIONER: Veridian Credit Union, Owner; Olsson, Inc., Engineer; Primus Companies, Architect
LOCATION: 1000 Brandilynn Boulevard

PROPOSAL

The applicant proposes to construct 3,666 square foot financial institution, Veridian Credit Union, on 1000 Brandilynn Boulevard. The proposal includes site work, landscaping, private access way, parking area, drive-thru area, signage, and a new building for the Veridian Credit Union. The proposed layout of the building sits on about 1.21 acres of land located on south-west corner of the round-about at Brandilynn Boulevard and Prairie Parkway. This project will include two access points from the shared private drive established with Pinnacle Prairie Commercial South-Phase V, a replat of Lot 2 Final Plat.

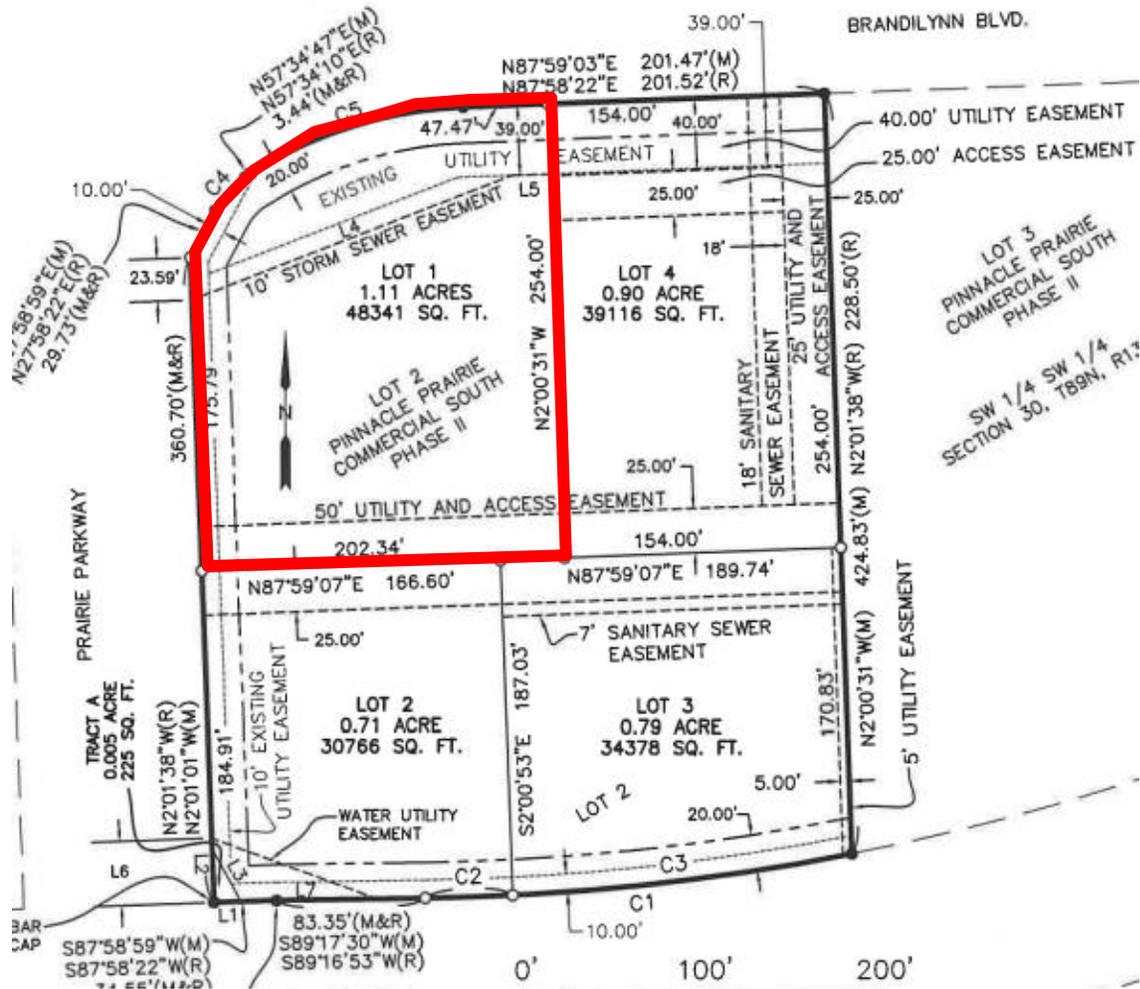


Location Map

BACKGROUND

The subject parcel (Lot 1) was created by Pinnacle Prairie Commercial South-Phase V, a replat of Lot 2 Final Plat to Cedar Falls, Iowa in 2021. The property is in the HWY-1, Highway Commercial Zoning District.

This proposal is to develop the Lot 1 (see highlighted red boundary in image below), of the subdivision to include a new Veridian Credit Union with a drive-through. The subdivision "Pinnacle Prairie Commercial South-Phase V, a replat of Lot 2 Final Plat (see image below) is comprised of four developable lots and includes L-shaped shared private drive connecting to Prairie Parkway on the west and to Brandilynn Blvd. to the north. As of today, Lot 2 has been built out with Unity Point Express Clinic and the rest of the three lots are undeveloped. All infrastructure necessary for development of this lot, has been installed, except for the public sidewalk along Brandilynn Boulevard, which will be extended as a part of this project to the private drive located along the eastern boundary of the subdivision, which will provide bicycle and pedestrian access to the new bank building from Brandilynn Blvd.



Pinnacle Prairie Commercial South-Phase V, a replat of Lot 2 Final Plat

ANALYSIS

The proposed site plan development is in the HWY-1 Highway Commercial Zoning District. The HWY-1 District is intended to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. The purpose of these regulations is to encourage high standards of building architecture, and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure. The ordinance requires a detailed site plan review before approval 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: A financial institution serving traveling public or a regional customer base is a permitted use in the HWY-1 District. **Use is allowed.**
- 2) Building Location and Access: The proposed building will be placed close to the south-west intersection of Prairie Parkway and Brandilynn Blvd. and the drive-thru lane will be located east of the building. Proposed location of building is at least 70 feet setback from north, west and south property line. As per code, a 20-foot setback consisting of landscape material shall be established around the perimeter of the district. This 20-foot setback should be free of any structure or parking areas. The proposed site plan follows the required 20 feet setback along the south, west, and north property line by the provision of required landscaping.

The building will have two main public ingress/egress areas along the south and west wall of the building and will have a door on each façade to provide staff access. In addition, a 5-foot sidewalk will be added southward from the existing public sidewalk along Brandilynn Blvd. to the proposed building to provide pedestrian access.

There will be two vehicular access points from the shared private drive: one that crosses Lot 4 from the east and one access drive from the south. There will be no direct access of the building from Brandilynn Boulevard or Prairie Parkway.

Building setbacks and building and site access are satisfied.

- 3) Parking: The parking requirement for the new building is 14 parking stalls (1 stall per 300 square feet of gross floor area). The provided site plan shows 32 parking stalls, which includes 2 ADA stalls. Parking is provided around the periphery of the building. The parking lot dimension meets the zoning standards with 9' x 19' stalls and 24' wide aisles. **The parking requirements are met.**
- 4) Open Space Requirements: This property is located within the HWY-1 Highway Commercial Zoning District. This zoning district requires that open space/landscaping requirements be provided at the rate of 10% of the total

development site area excluding the perimeter setback area. Following is a summary of the landscape plan that details how this provision is met.

New Development Site	43,464 SF	
Required Open/Green Space	4,346 SF	10%
Provided Open/Green Space	8,316 SF	19%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, and along the streets within required setbacks. **The open green space exceeds the minimum requirement and is well distributed.**

- 5) Landscaping: The HWY-1 Highway Commercial Zoning District requires minimum landscaping at the rate of 0.02 points per sq. ft. of total development site area. This can be achieved with the planting a combination of trees and shrubbery. A minimum of 0.75 points per linear foot of street frontage shall be planted with Street tree plantings. In addition, parking lot landscaping requirements must be met, including peripheral landscape screening and parking lot trees according to City Code Section 26-220(i).

Peripheral landscaping requirements for parking lots include placement of continuous landscaped strip not less than 5 feet in width and at least three feet in height, and one tree for every 50 lineal feet of landscaping barrier to screen the parking areas from the public streets and abutting lots. And Internal landscaping requirement includes placement of one overstory tree for every 21 parking stalls to shade the internal parking areas.

Overall, the total required landscaping points is 1,184 points which include 869 site area points and 315 street frontage points. In response, the applicant proposes landscaping points summing to 1,320 Points (960 site points & 360 street frontage points). Planting point details can be seen in the attached landscaping plan for review.

Also, 3 parking lot trees and 4 peripheral landscaping trees are required as per calculation, in response applicant proposes 3 parking lot trees and 4 peripheral landscaping trees. Shrubs are shown around the periphery of the parking lot to meet the screening requirement. Overall, landscaping on the site is well distributed on all four sides of the building including parking lot screening with shrubs and trees, landscaping islands with trees and ground cover in remaining areas. **Landscaping requirements are met.**

- 6) Design Review: As per HWY-1 Highway Commercial Zoning district, all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. The review must also focus on building materials, exterior materials on all sides, coloration, roof-line, size, and location of windows and doors, facades, and signage. **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 scale and proportion of the proposed new building will be similar to other nearby establishments. It is 1-story with variable wall heights ranging from 18 feet to 24 feet. The neighboring buildings to south 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 proposed new building will likewise utilize a flat roof with metal coping around the edge. Also, the new proposed building will include enhanced entrance features like adding more mass and heights than the rest of the building. The proposed entrance area within the building will enhance the building façade. Staff finds that the proposed design matches the existing roofing styles of the neighboring building.

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 will be constructed of an aluminum curtain wall system on west and south facade, aluminum storefront windows, glass and doors on all the façades of the building. The building design shows a good balance of solids and openings throughout the building. Placements of all the openings are well distributed throughout the building. Overall, the building pattern meets 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.

In addition to the fenestration (windows and doors), brick masonry, stone masonry, aluminum composite panels, and two contrasting tones of fiber cement exterior cladding are the exterior materials proposed for the new building. The stone masonry is mostly laid out throughout the perimeter of the building in the lower area of the facades, while the upper area of the façade is a mix of fiber cement panels, brick and aluminum composite materials. All the building walls

are topped with metal coping and the openings are equipped with aluminum sunshade. In total, approximately 60% of the building will be made up of brick and stone masonry, 25% mixture of aluminum composite panels and fiber cement panels, and 15% glass. The proposed materials and texture choices demonstrate a high quality of design and will enhance the overall appearance of the building and the neighborhood.

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 new building will primarily include a mix of grey, brown and ivory tones. The façade will also include two contrasting tones of metal coping that will enhance the architectural elements of the building.

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 on new buildings or alterations.

The design of the building is contemporary in nature, with a good balance between opening sizes and solid masses of the building. Architectural features of the new building include flat roof with metal coping, double-heightened entrance area of the building located in the south-west corner of building. The building will mostly utilize a flat roof except for the entrance area. The color choice also stands out while the materials are generally consistent with the neighbors.

- 7) Trash Dumpster Site: The dumpster enclosure is located in the south-east corner of the site, behind the building. Trash enclosure is about 7 feet in height and will have similar exterior materials as the main building, including stone masonry in the lower area and brick masonry on the upper areas of the enclosure separated by stone band. Dumpster enclosure will have painted steel doors as openings. **The placement of the dumpster and its design meet City standards.**

- 8) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. The applicant has proposed both wall mount lights to highlight the building on all four sides and pole lights at three different locations of the site. The lights will be LED luminaires with a single head that light the parking lot on the site. All the lights are downcast and fully shielded to prevent spillover light on to adjacent properties. A photometric plan has been attached to the packet for review. **Lighting is acceptable.**

D-Series Size 1
LED Area Luminaire

Buy American

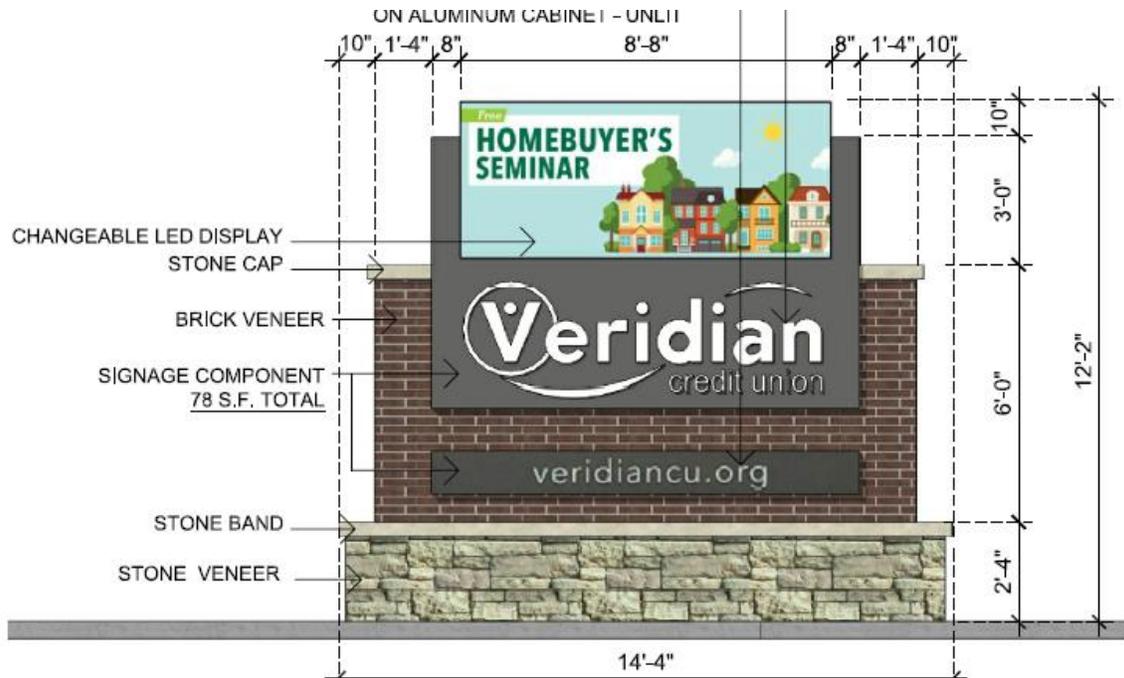
Specifications

EPA:	1.01 ft ² (0.09 m ²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height H1:	7-1/2" (19.0 cm)
Height H2:	3-1/2"
Weight (max):	27 lbs (12.2 kg)

Technical diagrams showing top view (L, W), side view (L), and mounting view (H1, H2).

- 9) Signage: For the proposed new building, two wall signs are illustrated on the building; one facing south and another facing west. As per code, wall sign areas cannot exceed 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. Both wall sign areas meet the code requirement.

In addition, the applicant is proposing a free-standing monument sign in the south-western part of the lot. As per code, the maximum allowable square footage for all free-standing signs combined is 250 square feet and the allowable sign height is 40 feet. The proposed freestanding monument sign is about 12 feet in height and 78 square feet in area, meeting the code requirements (see image below). **Proposed Signage is acceptable.**



- 10) Sidewalks: There is a 5-foot-wide PCC sidewalk proposed in the site plan which will extend the existing sidewalk along Brandilynn Blvd. eastward up to the private drive entrance. In addition, the proposal also includes adding a 5-foot-wide sidewalk extension southward from the sidewalk along Brandilynn Blvd. to provide a pedestrian access to the site.

Storm Water Management: The Veridian Credit Union development will include 0.85 impervious acres. All runoff will be collected by a private storm sewer that ties into the public storm sewer along Prairie Parkway and Brandilynn Boulevard. This public storm sewer flows to the regional detention pond approximately 1,000 feet east of the project site. No on-site detention will be required since the Veridian Credit Union development falls within the area the regional detention facility was originally designed to accommodate.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Hwy 1 Site Plan for the proposed Veridian Credit Union. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available from the north side of Brandilynn Blvd and the west side of Prairie Parkway. Natural gas is available from the east side of Prairie Parkway and the south side of Brandilynn Blvd. There is an 8" water service stub into the property. If it is not used, it is required to be abandoned at the water main per the CFU water service policy. Cedar Falls Utilities will install and own the gas service. Coordinate gas meter location and building load with CFU Gas & Water Department. The site plan and the landscaping plan shows paving and trees in the utility easements. Any future repair or replacement of concrete or special surfaces of the parking, driveway, and other landscaping features due to utility work is the responsibility of the property owner and will be done at the property owner's expense.

Major technical comments from the City's Technical Review Committee have been addressed by the applicant.

A courtesy notice to surrounding property owners was mailed on July 1, 2022.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted HWY-1 Site Plan for Veridian Credit Union at their regular meeting on 13th July 2022 with a vote of 7 ayes, and 0 nays. The Community Development Department also recommends approval of the proposed site plan for Veridian Credit Union with the following stipulation:

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

PLANNING & ZONING COMMISSION

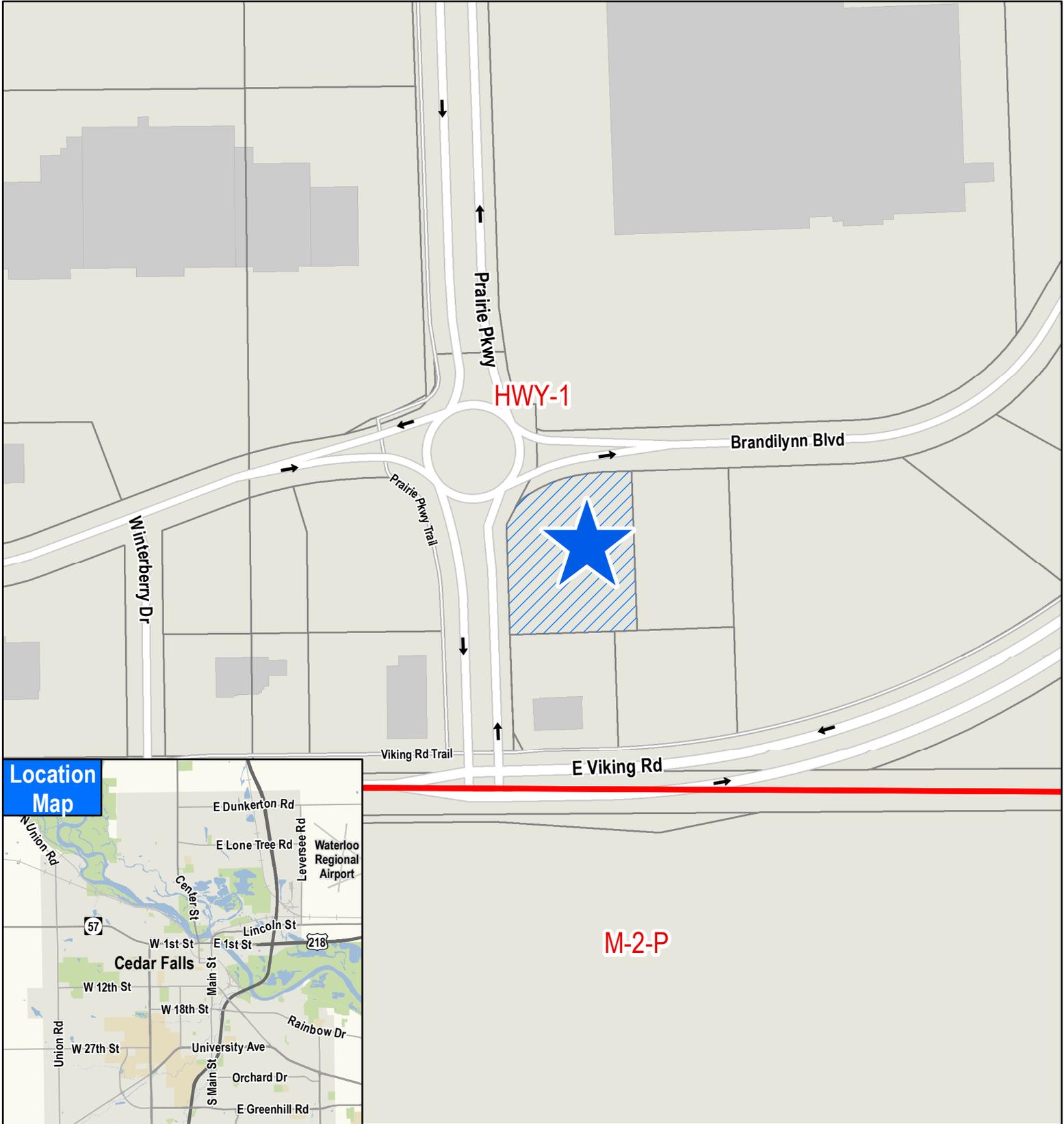
Introduction & Vote 7/13/2022	Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the site is located at 1000 Brandilynn Boulevard and it is proposed to build a 3,666 square foot Veridian Credit Union building with a drive thru area on 1.21 acres of land. Public sidewalk along Brandilynn Blvd. would be extended east to the shared private drive of the subdivision by the developer to provide pedestrian connectivity and access to the building. Mr. Atodaria discussed site lighting, landscaping, monument sign and dumpster enclosure and design review of the proposed site plan. He noted the applicant submitted a request for changes in the landscaping plan the day before the meeting and staff has not had a chance to review them for compliance. He spoke about stormwater management and how runoff will be collected. Staff recommends approval subject to any comments or direction by the Commission and conformance to all city staff recommendations and technical requirements, including review of the revised landscaping plan for compliance with City Code.
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Mr. Holst commented that if large changes have been made to the landscaping plan he would like to see staff bring it back to the Commission.

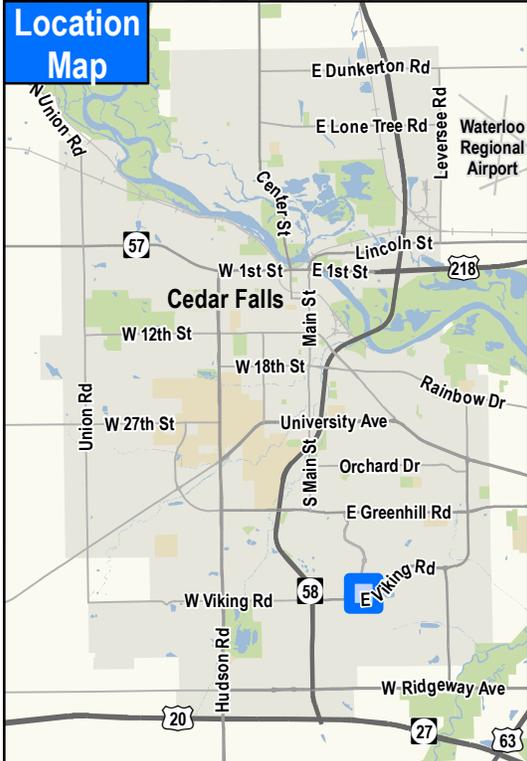
Mr. Larson made a motion to approve the plan subject to satisfying details for landscaping plan. Ms. Lynch seconded the motion. The motion was approved unanimously with 7 ayes (Crisman, Hartley, Holst, Larson, Leeper, Lynch and Moser), and 0 nays.

Cedar Falls Planning and Zoning Commission July 13, 2022

Item 15.

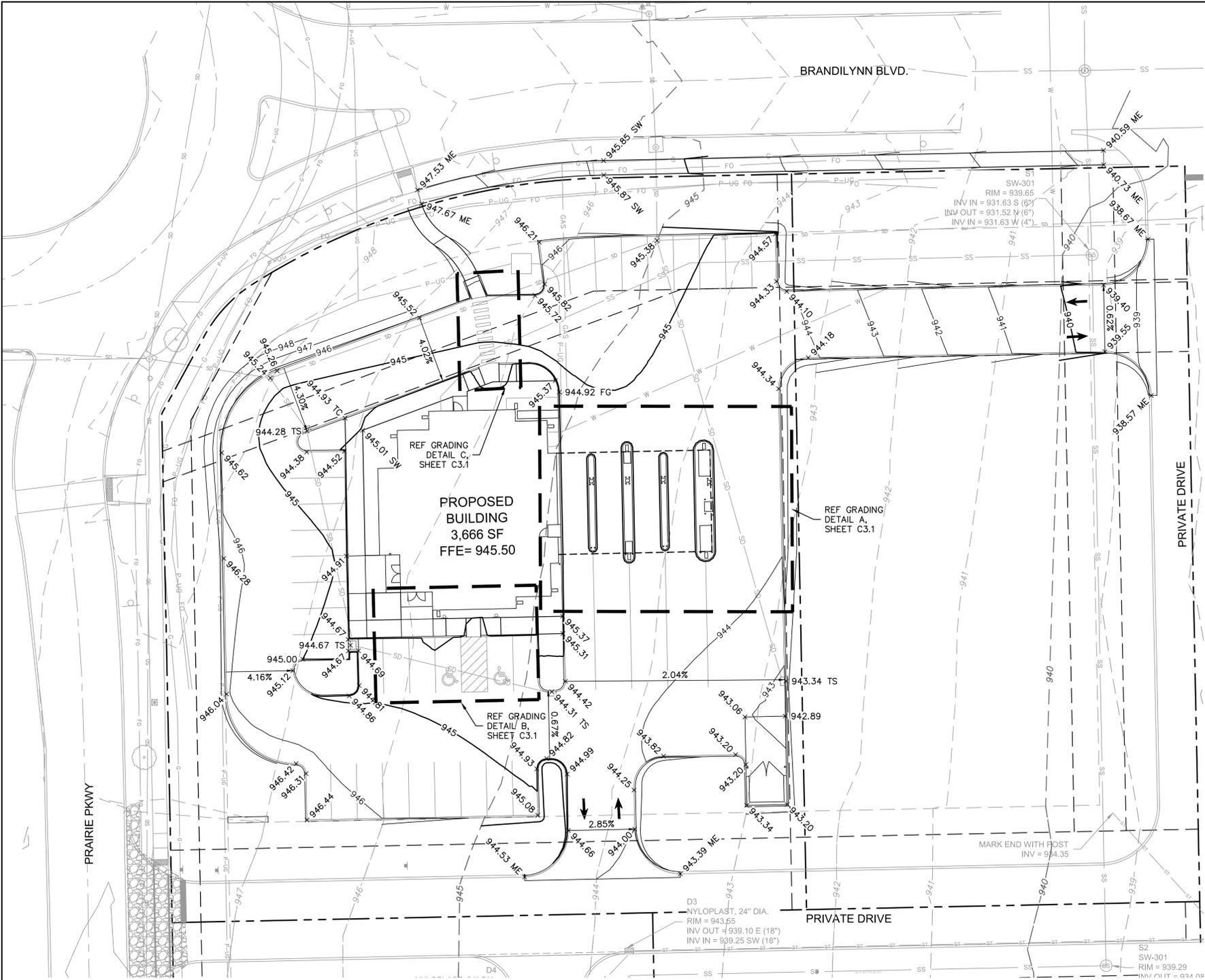


Location Map



**HWY-1 Site Plan for
Veridian Credit Union (SP22-007)
1000 Brandilynn Blvd.**

DWG: F:\2021\05501-06000\021-05599-A\40-Design\AutoCAD\Preliminary Plans\Sheets\NCVAC_CFD01_A2105599.dwg USER: bfreeman
 DATE: Jul 25, 2022 1:17pm XREFS: C:\BASK_A2105599 C:\BASE_A2105599 PRIVATE ROAD DESIGN



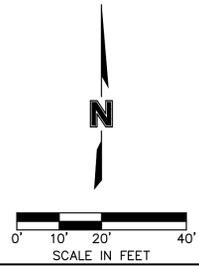
GRADING NOTES:

- PRIOR TO ANY GRADING OPERATIONS, ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE ADEQUATELY IN PLACE. REFER TO THE EROSION AND SEDIMENT CONTROL PLAN FOR REQUIREMENTS.
- THE CONTOUR LINES, SPOT ELEVATIONS AND BUILDING FLOOR ELEVATIONS SHOWN ARE TO FINISH GRADE FOR SURFACE OF PAVEMENT, TOP OF SIDEWALKS, TOP OF FLOOR SLABS, ETC. REFER TO TYPICAL SECTIONS FOR MULCH, SOD, PAVING, SLAB AND AGGREGATE BASE THICKNESS TO DEDUCT FOR SUBGRADE ELEVATIONS.
- ALL TOP OF CURB AND SIDEWALK ELEVATIONS SHALL BE 6" ABOVE GUTTER ELEVATIONS UNLESS OTHERWISE NOTED. IN AREAS WITH SIDEWALK ABUTTING BACK OF CURB, TOP OF CURB ELEVATIONS SHALL BE EQUAL TO SIDEWALK ELEVATIONS.
- THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN THREE FEET HORIZONTAL.
- CONTRACTOR SHALL GRADE LANDSCAPED AREAS TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND SIDEWALKS WHEN FINISH LANDSCAPE MATERIALS ARE IN PLACE. SLOPE SHALL BE A 2% MINIMUM.
- UNLESS OTHERWISE IDENTIFIED IN THE CONTRACT DOCUMENTS, SITE AND BUILDING PAD PREPARATION, GRADING AND EXCAVATION PROCEDURES SHALL CONFORM TO THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT (PROVIDED BY OWNER).
- IN CASE OF ANY DISCREPANCIES REGARDING EARTHWORK BETWEEN THE GEOTECHNICAL REPORT (PROVIDED BY OWNER) AND THE SPECIFICATIONS SHOWN IN THESE PLANS, NOTIFY THE ENGINEER IMMEDIATELY.
- A MINIMUM OF 8" OF TOPSOIL IS TO BE PLACED ON ALL NON-PAVED SURFACES WITHIN THE LIMITS OF CONSTRUCTION EXISTING TOPSOIL MAY BE STOCKPILED FOR REUSE. CONTRACTOR SHALL BE RESPONSIBLE TO IMPORT ADDITIONAL SUITABLE TOPSOIL AS REQUIRED. REFER TO SPECIFICATIONS, 2020 SUDAS SPECIFICATION 2010 AND THE IOWA DNR GENERAL PERMIT #2
- ALL EXISTING PAVEMENT, UTILITIES, BURIED DEBRIS, RUBBLE, AND/OR STRUCTURES/FOUNDATIONS ENCOUNTERED WITHIN AREAS OF DISTURBANCE SHALL BE COMPLETELY REMOVED PRIOR TO OR DURING EARTHWORK OPERATIONS. WASTED MATERIAL SHALL NOT BE BURIED ONSITE WITHOUT THE PRIOR APPROVAL OF THE OWNER.
- THE UPPER 24" OF ALL UTILITY TRENCHES IN UNPAVED AREAS SHALL BE BACKFILLED WITH COMPACTED COHESIVE SOILS. SEE GEOTECHNICAL REPORT FOR COMPACTION AND MOISTURE RECOMMENDATIONS.
- FINAL PAVEMENT SUBGRADES SHALL BE PROOFROLLED IMMEDIATELY PRIOR TO THE PLACEMENT OF THE PAVEMENT TO DETECT LOCALIZED AREAS OF INSTABILITY WHICH WILL BE REMOVED AND REPLACE.
- SUITABLE FILL MATERIALS SHALL BE PLACED IN THIN LIFTS OF 4 TO 8 INCHES LOOSE MEASUREMENT, UNLESS OTHERWISE ALLOWED IN THE GEOTECHNICAL REPORT.
- IF REQUIRED, THE CONTRACTOR SHALL OBTAIN ALL LOCAL AND STATE PERMITS AND AUTHORIZATION TO DISCHARGE FROM DEWATERING ACTIVITIES.
- THE CONTRACTOR SHALL DEWATER ALL EXCAVATIONS AND TRENCHES NEEDED FOR THE CONSTRUCTION OF THE PROJECT USING MEANS/METHODS OF HIS CHOICE. ALL DEWATERING ACTIVITIES SHALL MEET THE GENERAL PERMIT #2 REQUIREMENTS. REFER TO THE GEOTECHNICAL REPORT FOR ANTICIPATED LEVELS OF GROUNDWATER AND DEWATERING.
- ALL EXCAVATIONS AND TRENCHES SHALL BE SLOPED/SHORED/BRACED FOR PROTECTION OF PERSONNEL IN ACCORDANCE WITH OSHA REGULATIONS AND AT THE CONTRACTORS FULL DISCRETION BASED ON THE SITE CONDITIONS. OPEN EXCAVATIONS SHALL BE ADEQUATELY PROTECTED AND/OR FENCED AS NECESSARY AND FOR THE SAFETY OF THE PUBLIC.

- ALL FLOOR SLABS SHALL BEAR ON CONTROLLED FILL.
- CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
- THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE LIMITS OF DISTURBANCE.
- IF THERE ARE TREES ON SITE THAT DO NOT SHOW UP ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE OR ENGINEER FOR REMOVAL OR RELOCATION, IF REQUIRED.
- CONTRACTOR SHALL GRADE ALL LOW SPOTS TO DRAIN. THE CONTRACTOR SHALL INFORM THE APPROPRIATE GOVERNING AGENCY, OWNER AND/OR OWNING REPRESENTATIVE PRIOR TO BEGINNING OF PROOFROLLING.
- ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER.
- GRADING TOLERANCES: BUILDING PAD: -0.0' TO +0.1'; PAVED AREAS -0.0' TO +0.2'; ALL OTHER AREAS: -0.1' TO +0.1'.
- SEE SITE LAYOUT PLAN FOR ADA ACCESSIBLE ROUTES AND PAVING REQUIREMENTS. ALL ADA ACCESSIBLE STALLS/ROUTES SHALL BE CONSTRUCTED PER ADA STANDARDS.
- ALL ELEVATIONS ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED. TO GET TOP OF CURB ELEVATIONS ADD 6" TO THE ELEVATION SHOWN.
- THE OWNER SHALL MAINTAIN DETENTION FACILITIES UPON COMPLETION OF THE PROJECT.
- BACKFILL TO TOP OF CURB AND BACK OF WALK.
- CONTRACTOR SHALL READ AND FOLLOW THE GEOTECHNICAL SOILS REPORT PROVIDED BY OWNER.
- PROOFROLL THE EXPOSED SUBGRADE AND REPLACE WITH COMPACTED FILL TO BOTTOM OF CONCRETE DRIVES, CURBS, WALKS AND BUILDING FLOOR ELEVATION.
- NATIVE SOILS, AS APPROVED BY GEOTECHNICAL ENGINEER, MAY BE REUSED FOR COMMON FILL AFTER THEY ARE SORTED TO REMOVE ALL DELETERIOUS MATERIALS SUCH AS CONCRETE, BRICKS AND OTHER RUBBLE. DELETERIOUS MATERIALS SHALL BE REMOVED FROM PROJECT SITE. ALL EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
- THE UPPER 9-INCHES OF PAVEMENT SUBGRADE FILL SHOULD BE COMPACTED TO A MINIMUM OF 98% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY. FILL PLACED BELOW THIS LEVEL SHOULD BE COMPACTED TO A MINIMUM OF 95% LOW-PLASTICITY, COHESIVE FILL SHALL BE COMPACTED AND MAINTAINED AT A WATER CONTENT BETWEEN OPTIMUM AND +4% OF OPTIMUM.
- POST-CONSTRUCTION VOLUME OF THE DETENTION BASIN WILL NEED TO BE VERIFIED AND PROVIDED TO THE CITY OF WATERLOO BEFORE A FINAL CERTIFICATE OF OCCUPANCY (CO) CA BE ISSUED.

GRADING PLAN LEGEND:

---	PROPERTY LINE
---	PROPOSED MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	ADA ROUTE
ME	MATCH EXISTING
TC	TOP OF CURB
FG	FINISHED GRADE
TS	TOP OF STRUCTURE
SW	SIDEWALK
LP	LOW POINT
HP	HIGH POINT



GRADING PLAN
 SITE PLAN
 VERDIAN CREDIT UNION
 BRANDILYNN BLVD
 CEDAR FALLS, IA

REV. NO.	DATE	REVISIONS DESCRIPTION

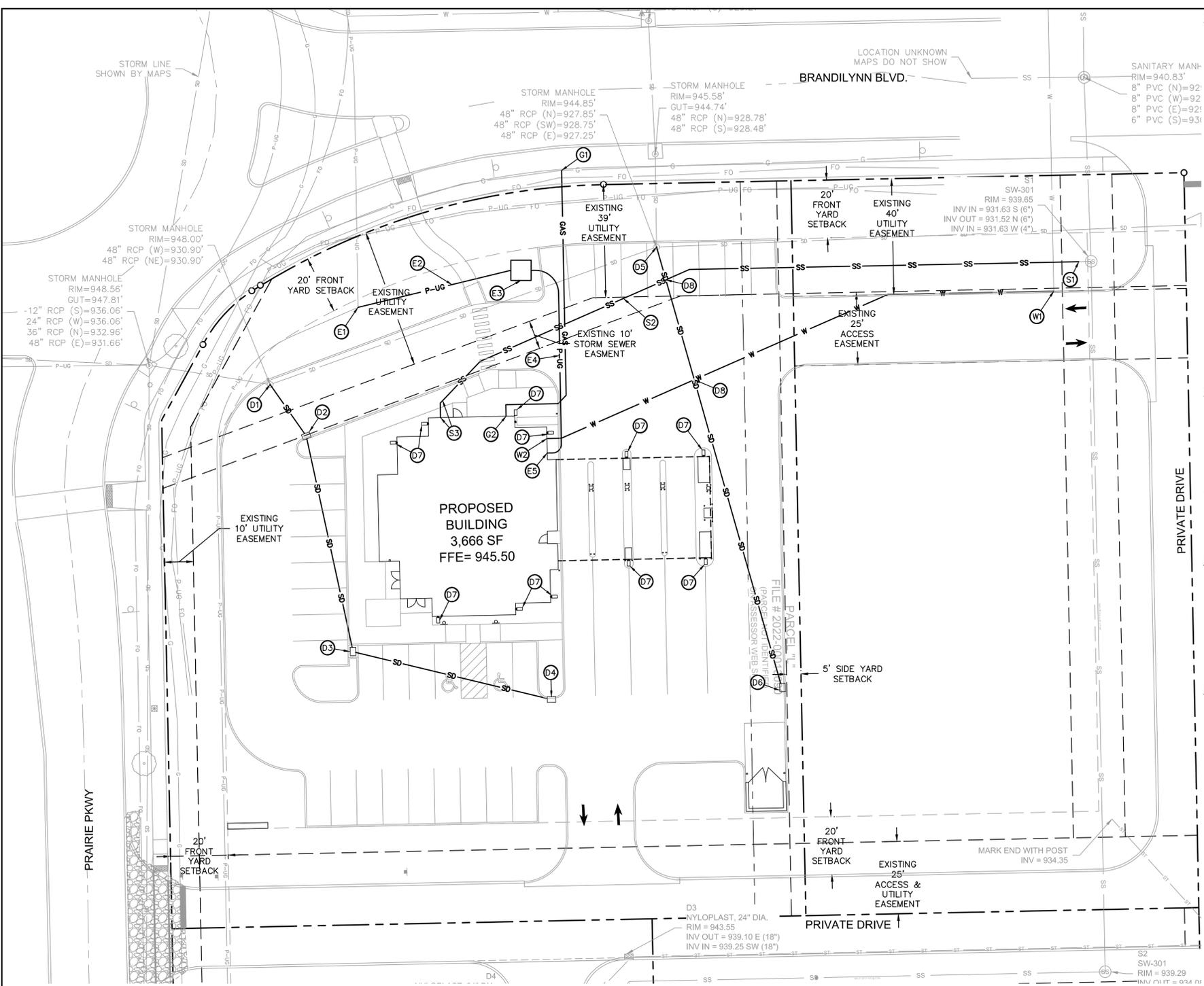
2022

SHEET
 C3.0

1717 Ingersoll Ave
 Suite 111
 Des Moines, IA 50309
 TEL 515.331.6517
 www.olsson.co



DWG: F:\2021\05501-06000\021-05599-A\40-Design\AutoCAD\Pre\Utility Plans\Sheets\NCVAC_UTL01_A2105599.dwg USER: bframpton
 DATE: Jul 25, 2022 1:17pm XREFS: C:\PTBK_A2105599 C:\BASE_A2105599 C:\BASE_A2105599 PRIVATE ROAD DESIGN



STORM SEWER KEYNOTES

- D1 CONNECT TO EXISTING STORM STRUCTURE AND MODIFY RIM PER CITY OF CEDAR FALLS STANDARDS AND SPECIFICATIONS. EX. RIM=948.00. PR. RIM=945.24. EX. W INV IN (48" RCP)= 930.90. EX. NE INV OUT (48" RCP)= 930.90. PR. SE INV IN (12" HDPE)= 936.00.
- D2 INSTALL 21 LF OF 12" HDPE @ 2.00% AND INSTALL 24" NYLOPLAST DRAIN BASIN WITH 2'X3' HIGH FLOW CURB INLET TOP. PR. RIM= 944.80. PR. NW INV OUT (12" HDPE)= 936.42. PR. SE INV IN (12" HDPE)= 936.52.
- D3 INSTALL 76 LF OF 12" HDPE @ 2.00% AND INSTALL 24" NYLOPLAST DRAIN BASIN WITH 2'X3' HIGH FLOW CURB INLET TOP. PR. RIM= 944.80. PR. NW INV OUT (12" HDPE)= 938.04. PR. SE INV IN (8" HDPE)= 938.14.
- D4 INSTALL 69 LF OF 8" HDPE @ 2.00% AND INSTALL 24" NYLOPLAST DRAIN BASIN WITH 2'X3' HIGH FLOW CURB INLET TOP. PR. RIM= 944.65. PR. W INV OUT= 939.52.
- D5 CONNECT TO EXISTING STORM STRUCTURE AND MODIFY RIM PER CITY OF CEDAR FALLS STANDARDS AND SPECIFICATIONS. EX. RIM= 944.85. PR. RIM= 945.38. EX. SW INV IN (48" RCP)= 928.75. EX. N INV IN (48" RCP)= 927.85. EX. E INV OUT (48" RCP)= 927.25. PR. SE INV IN (12" HDPE)= 935.38.
- D6 INSTALL 158 LF OF 12" HDPE @ 2.00% AND INSTALL 24" NYLOPLAST DRAIN BASIN WITH 2'X3' HIGH FLOW CURB INLET TOP. PR. RIM= 943.32. PR. NW INV OUT= 938.54.
- D7 INSTALL 12" X 24" SPLASH BLOCK AND ROUTE ROOF DRAIN SO DRAINAGE DISCHARGES AWAY FROM BUILDING.
- D9 MAINTAIN MIN. 1.5' VERTICAL SEPARATION BETWEEN INTERSECTING UTILITIES.

SANITARY SEWER KEYNOTES

- S1 CONNECT TO EXISTING SANITARY SEWER STUB PER CITY OF CEDAR FALLS STANDARDS AND SPECIFICATIONS. CONTRACTOR TO VERIFY EXISTING SANITARY STUB INVERT AND NOTIFY ENGINEER OF ANY DISCREPANCIES. INV ELEVATION= 931.63.
- S2 INSTALL 214 LF OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE @ 1.00%.
- S3 INSTALL 23 LF OF 4" SCHEDULE 40 PVC PRIVATE SANITARY SEWER LINE @ 5.00% & CONNECT TO BUILDING. REFERENCE MEP PLANS FOR CONTINUATION. INV ELEVATION = 939.50.

WATER KEYNOTES

- W1 CONNECT TO EXISTING 8" WATER SERVICE STUB. CONTRACTOR TO FIELD VERIFY AND NOTIFY ENGINEER OF EXISTING VALVE INVERT AND SERVICE STUB SIZE.
- W2 INSTALL 8"x4" & 4"x2" REDUCERS AND INSTALL 186 LF OF 2" PRIVATE WATER LINE & ASSOCIATED BENDS. MAINTAIN MINIMUM OF 6' COVER. CONNECT TO BUILDING AND REFERENCE MEP PLANS FOR CONTINUATION.

ELECTRICAL KEYNOTES

- E1 CONNECT TO EXISTING POWER SOURCE, COORDINATE WITH UTILITY PROVIDER.
- E2 INSTALL 55 LF OF 4" PVC CONDUIT FOR PRIMARY ELECTRICAL SERVICE PER UTILITY COMPANY STANDARDS & SPECIFICATIONS. COORDINATE WITH UTILITY COMPANY BEFORE INSTALLING.
- E3 INSTALL ELECTRICAL TRANSFORMER. REFERENCE ELECTRICAL PLANS.
- E4 INSTALL 73 LF OF 4" PVC CONDUIT FOR PRIMARY ELECTRICAL SERVICE PER UTILITY COMPANY STANDARDS & SPECIFICATIONS. REFERENCE ELECTRICAL PLANS.
- E5 CONNECT TO BUILDING AND REFERENCE ELECTRICAL PLANS FOR CONTINUATION.

NATURAL GAS KEYNOTES

- G1 CONNECT TO EXISTING NATURAL GAS SOURCE AND INSTALL 104 LF OF 1-1/4" PRIVATE GAS LINE AND ASSOCIATED BENDS. COORDINATE WITH UTILITY PROVIDER FOR TIE-IN LOCATION.
- G2 CONNECT TO BUILDING. REFERENCE MEP PLANS FOR CONTINUATION. COORDINATE GAS METER LOCATION AND BUILDING LOAD WITH UTILITY PROVIDER.

SANITARY SEWER PLAN NOTES

1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH CITY OF CEDAR FALLS, IA.
2. ALL PIPE LENGTHS ARE CALCULATED LINEARLY FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
3. COORDINATES ARE PROVIDED AT THE CENTER OF STRUCTURE. ADDITIONAL COORDINATES PROVIDED ARE PER LOCAL CODES AND ORDINANCES OR AS AN AID WHEN ORIENTING THE LID DURING INSTALLATION.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF SANITARY SEWER.
5. SANITARY SEWER TRENCHES SHALL BE CONSTRUCTED SUCH THAT UNDISTURBED EXISTING SOIL OR FILL COMPACTED TO 95% PROCTOR DENSITY IS AT A DEPTH THAT IS 18" ABOVE TOP OF PROPOSED PIPE.
6. MANHOLE INVERT CHANNELS SHALL BE SMOOTH, CIRCULAR, AND CONFORMING TO 1/2 THE ADJACENT PIPE SECTION (INVERT TO CENTER). CHANGES IN DIRECTION OF FLOW SHALL BE MADE WITH A SMOOTH CURVE AND MAINTAIN SHAPE THROUGHOUT. CHANGES IN GRADE OF ADJACENT PIPES SHALL BE TRANSITIONED SMOOTHLY AND EVENLY THROUGH THE MANHOLE.
7. PIPE PENETRATIONS SHALL BE USE GASKETS TO ENSURE WATERTIGHT SEALS.
8. TRACING TAPE SHALL BE INSTALLED ALONG ALL NON-METALLIC SURFACES OR AS DIRECTED BY LOCAL CODES AND ORDINANCES.
9. SEWER LINE INSPECTIONS AND TESTING MUST BE SCHEDULED A MINIMUM OF TWO FULL BUSINESS DAYS IN ADVANCE. CONTRACTOR SHALL FURNISH ALL TESTING EQUIPMENT. TESTING SHALL INCLUDE
 - A. MANDREL TEST OF ALL GRAVITY SEWERS. IF THE MANDREL TEST FAILS ON ANY SECTION OF PIPE, THAT SECTION SHALL BE UNCOVERED AND REPLACED.
 - B. AIR PRESSURE TEST OF ALL GRAVITY SEWERS.
 - C. VACUUM TEST OF ALL MANHOLES.
10. GRAVITY SANITARY SEWER AND WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 10' HORIZONTALLY WHEN PARALLEL AND 2' VERTICALLY WHEN CROSSING. WATER LINES SHALL CROSS ABOVE SANITARY SEWERS.

UTILITY PLAN LEGEND:

PROPERTY LINE

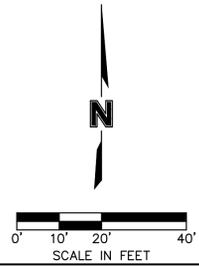
WATER PLAN NOTES

1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH UTILITY OWNER.
2. ALL PIPE LENGTHS ARE CALCULATED LINEARLY FROM CENTER OF FITTING OR WALL OF VAULT.
3. COORDINATES ARE PROVIDED ALONG PIPE CENTERLINE. ADDITIONAL COORDINATES PROVIDED ARE PER LOCAL CODES AND ORDINANCES OR AS AN AID WHEN ORIENTING INSTALLATIONS.
4. THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICT AND POINTS OF CONNECTION PRIOR TO ANY CONSTRUCTION OF WATER.
5. WATER PIPE TRENCHES SHALL BE CONSTRUCTED SUCH THAT UNDISTURBED EXISTING SOIL OR FILL COMPACTED TO 95% PROCTOR DENSITY IS AT A DEPTH THAT IS 18" ABOVE TOP OF PROPOSED PIPE.
6. ALL PRIVATE WATER LINES SHALL BE A MINIMUM OF 48 INCHES AND MAXIMUM OF 60 INCHES BELOW THE FINISHED GRADE ELEVATIONS SHOWN HEREIN UNLESS OTHERWISE NOTED.
7. IF AN AS-BUILT OF A WATER LINE IS REQUIRED OR EXPECTED THE CONTRACTOR SHALL NOT BACKFILL THE TRENCH UNTIL AN AS-BUILT SURVEY IS CONDUCTED.

8. DISINFECTION AND PRESSURE TESTING OF WATER LINES SHALL BE PERFORMED AND PAID FOR BY THE CONTRACTOR AND AS REQUIRED BY THE UTILITY OWNER.
9. ALL EXISTING FIRE HYDRANTS ON SITE OR IN THE RIGHT-OF-WAY BETWEEN PROPERTY AND ROADWAY SHALL BE REPAINTED PER LOCAL CODES AND ORDINANCES.
10. TRACING TAPE SHALL BE INSTALLED ALONG ALL NON-METALLIC SURFACES OR AS DIRECTED BY LOCAL CODES AND ORDINANCES.

DRY UTILITY PLAN NOTES

1. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL NOTIFY AND COORDINATE CONSTRUCTION WITH UTILITY OWNER.
2. ALL ON-SITE WIRING AND CABLES SHALL BE PLACED UNDERGROUND AND WITHIN CONDUIT UNLESS OTHERWISE SPECIFIED IN THESE PLANS. IF NOT SPECIFIED, ALL CONDUIT SHALL BE IN CONFORMANCE WITH UTILITY OWNER STANDARDS AND SPECIFICATIONS.
3. TELEPHONE AND COMMUNICATION SERVICE ROUTING AND CONDUITS, IF SHOWN AT ALL, ARE SUGGESTED ALIGNMENTS ONLY. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AS REQUIRED BY MEP AND RELATED PLANS AS WELL AS SERVICE PROVIDER PRIOR TO PAVEMENT INSTALLATION.
4. ALL CONDUIT SHALL BE SCHEDULE 40 PVC PIPE AND SIZED PER MEP PLANS OR AS NOTED. CONDUIT SHALL BE SUFFICIENTLY FLEXIBLE TO ALLOW IT TO CONFORM TO MINOR CHANGES IN TRENCH DIRECTION OR ELEVATION. ALL OTHER BENDS SHALL BE MADE USING PRE-FORMED SWEEPS.



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UTILITY PLAN
SITE PLAN

VERDIAN CREDIT UNION
BRANDILYNN BLVD

2022

REVISIONS DESCRIPTION

DATE

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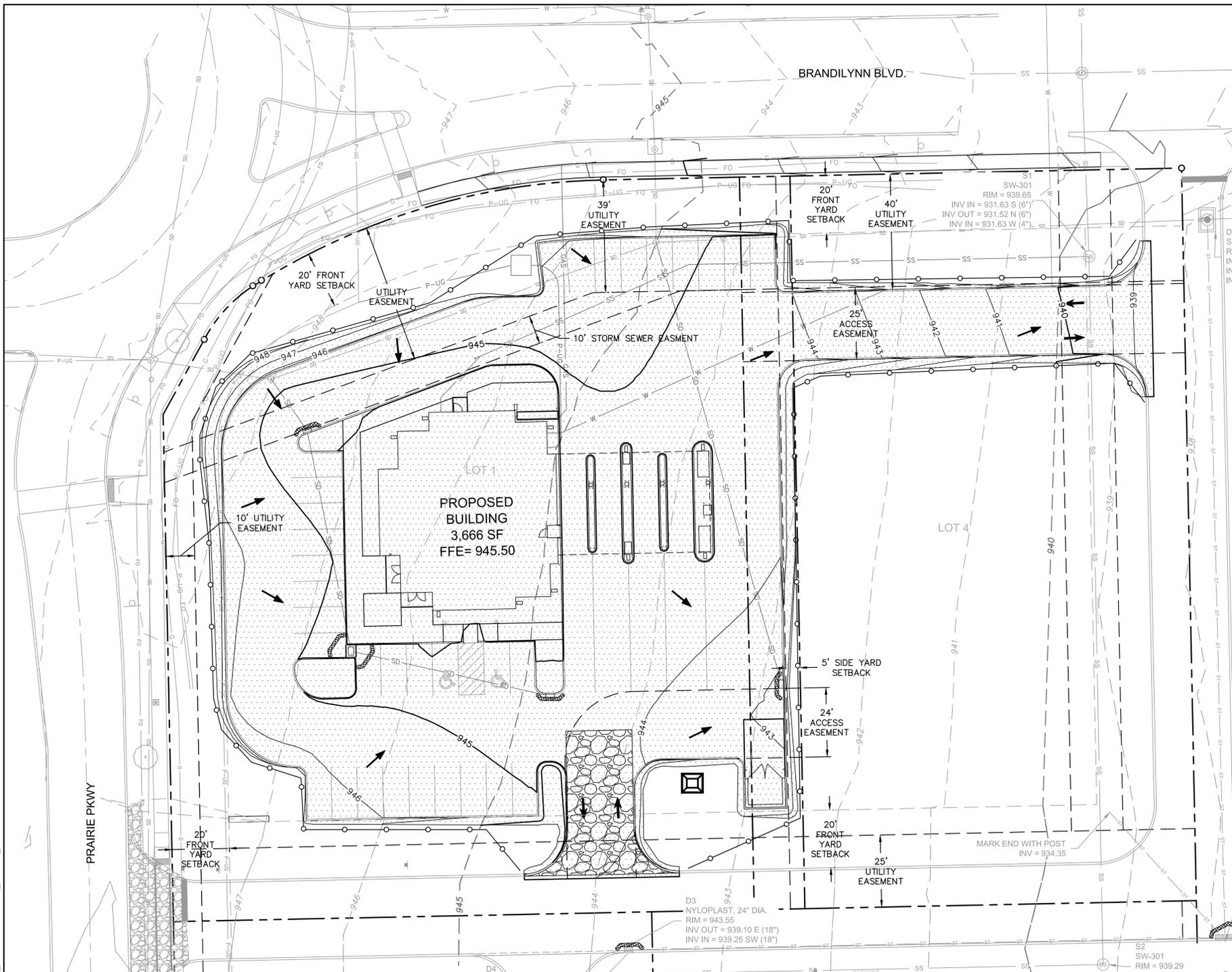
REVISIONS

300

drawn by: RMG
checked by: BAF
approved by: BAF
QA/QC by: BAF
project no.: 0210-05599
drawing no.: C_UTL01_A2105599
date: 06.10.2022

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EROSION & SEDIMENT CONTROL NOTES

1. THIS PROJECT DOES REQUIRE AN NPDES GENERAL PERMIT NO. 2 FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS, ACCESS ROUTES, AND WATERWAYS IN THE VICINITY OF THE JOB SITE CLEAN AND FREE OF ROCKS, SOIL AND DEBRIS.
3. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL "BEST MANAGEMENT PRACTICES" (BMPs) PRIOR TO ANY SITE PREPARATION WORK (E.G., CLEARING, GRUBBING, DEMOLITION, OR EXCAVATION).
4. THE PLACEMENT OF EROSION AND SEDIMENT BMPs SHALL BE IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL PLAN PREPARED FOR THE PROJECT. CONTRACTOR TO ADJUST QUANTITY, LOCATION, AND TYPE OF EROSION AND SEDIMENT CONTROL BMPs AS NECESSARY FOR THE VARIOUS PHASES OF THE WORK AND AS ACTUAL CONDITIONS WARRANT. CONTRACTOR SHALL CONTINUOUSLY MODIFY THE EROSION AND SEDIMENT CONTROL PLAN WITH CURRENT BMPs IN ACCORDANCE WITH THE CONSTRUCTION STORMWATER PERMIT REQUIREMENTS. ADDITIONAL EROSION AND SEDIMENT CONTROL BMPs EMPLOYED BY THE CONTRACTOR AT HIS DISCRETION WILL NOT BE MEASURED OR PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
5. APPROVED EROSION AND SEDIMENT CONTROL BMPs SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT, UNLESS OTHERWISE REQUIRED BY THE STATE'S CONSTRUCTION STORMWATER PERMIT, AT A MINIMUM THE CONTRACTOR SHALL INSPECT ALL BMPs EVERY 7 DAYS, AND AFTER ALL SIGNIFICANT PRECIPITATION EVENTS I.E. RAINFALL, SNOWMELT. ALL NECESSARY MAINTENANCE AND REPAIR ACTIVITIES SHALL BE COMPLETED WITHIN TWENTY-FOUR (24) HOURS AFTER DIRECTION BY THE INSPECTOR. ACCUMULATED SEDIMENT AND CONSTRUCTION DEBRIS SHALL BE REMOVED WEEKLY FROM ALL BMPs, OR AT ANY TIME THAT SEDIMENT OR CONSTRUCTION DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMPs.
6. TOPSOIL AND SUITABLE EARTHEN MATERIALS SHALL BE SEGREGATED AND STOCKPILED WITHIN THE LIMITS OF CONSTRUCTION FOR USE ON AREAS TO BE FILLED AND RE-VEGETATED. ANY AND ALL STOCKPILES SHALL BE PLACED IN AN APPROVED LOCATION AND PROTECTED FROM EROSION ELEMENTS USING MEASURES SPECIFIED IN THE EROSION/SEDIMENT CONTROL PLAN AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
7. STABILIZATION IS REQUIRED IMMEDIATELY FOR STOCKPILES THAT WILL BE INACTIVE FOR MORE THAN 14 DAYS.
8. ANY SETTLEMENT OR SOIL ACCUMULATIONS BEYOND THE LIMITS OF CONSTRUCTION DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, PROPERTIES, ETC. RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
9. A WATER SOURCE MUST BE AVAILABLE ON SITE DURING EARTHWORK OPERATIONS AND UTILIZED AS REQUIRED TO MINIMIZE DUST FROM EARTHWORK EQUIPMENT AND FOR MEETING COMPACTION REQUIREMENTS.
10. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING SEDIMENT, CONSTRUCTION DEBRIS, AND TRENCH BACKFILL MATERIALS FROM ENTERING THE STORM SEWER SYSTEM.
11. ALL SPILLS INCLUDING, BUT NOT LIMITED TO, PETROLEUM PRODUCTS, SOLVENTS, AND CEMENT SHALL BE CLEANED UP IMMEDIATELY. THE LOCAL CITY/COUNTY AND STATE'S GOVERNING AUTHORITY SHALL BE NOTIFIED IMMEDIATELY.
12. THE CONTRACTOR SHALL ENSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THE SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF-WAY. ALL MATERIAL EXPORTED FROM THE SITE SHALL BE DISPOSED OF AT A SITE PERMITTED TO ACCEPT SUCH MATERIAL.
13. THE USE OF REBAR, STEEL STAKES OR STEEL FENCE POSTS FOR STAKING DOWN STRAW OR HAY BALES IS PROHIBITED. STEEL FENCE POSTS ARE REQUIRED TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE.
14. THE CLEANING OF CONCRETE DELIVERY TRUCK CHUTES IS RESTRICTED TO APPROVED LOCATIONS ON THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. ALL CONCRETE WASTE SHALL BE PROPERLY CLEANED UP AND DISPOSED OF AT AN APPROPRIATE LOCATION.
15. THE CONTRACTOR SHALL CLEAN OUT ALL EXISTING AND PROPOSED INLETS, PIPES AND MANHOLES OF DEBRIS AND SEDIMENTATION AT COMPLETION OF SITEWORK. THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE OWNER AND LOCAL AUTHORITIES. ANY CONSTRUCTION DEBRIS OR MUD DROPPED INTO MANHOLES, INLETS, PIPES OR TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.
16. STABILIZATION IS REQUIRED IMMEDIATELY FOR ANY AREAS THAT WILL BE INACTIVE FOR MORE THAN 14 DAYS.
17. TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT ON SEASONAL WEATHER CHANGES.
18. DO NOT DISTURB AN AREA UNTIL NECESSARY FOR CONSTRUCTION TO PROCEED.
19. MATTING, SOD, OR AN EQUIVALENT EROSION CONTROL MEASURE APPROVED BY THE CITY ENGINEER IS REQUIRED BY CITY ORDINANCE ON SLOPES 3:1 OR GREATER.
20. CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.
21. NO HAZARDOUS WASTE MAY BE DISPOSED OF IN SANITARY LANDFILLS.
22. DO NOT DISPOSE OF RUBBLE IN WETLANDS, FLOODPLAINS, OR DRAINAGE WAYS WITHOUT IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) OR JURISDICTION APPROVAL.
23. TREAT OR DISPOSE OF SANITARY WASTES GENERATED ON-SITE IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
24. DUMPSTERS SHALL BE COVERED TO PREVENT STORM WATE CONTAMINATION
25. ALL MATERIALS HAULED OFF-SITE SHALL BE SECURED TO PREVENT LITTERING
26. A UNIFORM TOPSOIL DEPTH OF 6" MUST BE RETURNED POST-CONSTRUCTION

CONSTRUCTION AND EROSION CONTROL SCHEDULE

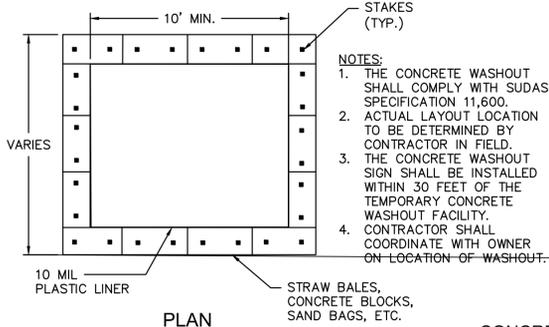
1. SILT FENCE SHALL BE INSTALLED IN THE PROPOSED LOCATIONS FOR PERIMETER CONTROL. INSTALL UPSTREAM DIVERSIONS, DOWN SLOPE AND SIDE SLOPE PERIMETER CONTROLS.
2. INSTALLATION OF INFILTRATION CONTROLS SHOULD BE AFTER UPSTREAM AREAS ARE STABILIZED.
3. CONTACT CITY ENGINEER FOR PRE-CONSTRUCTION INSPECTION
4. DEMO, CLEARING AND GRUBBING SHALL BE COMPLETED AND FINAL STABILIZATION APPROVAL BY CITY.
5. SITE GRADING SHALL BE COMPLETED AND FOLLOWED UP BY UTILITY AND PAVING CONSTRUCTION ALONG WITH REDISTRIBUTION OF STRIPPINGS.
6. CONTACT CITY ENGINEER FOR TOPSOIL CONSTRUCTION INSPECTION BEFORE FINAL STABILIZATION.
7. EROSION CONTROL SHALL BE INSPECTED AND MAINTAINED UNTIL FINAL GRADING, LANDSCAPING AND STABILIZATION IS ACHIEVED AND APPROVED BY CITY. ONCE FINAL STABILIZATION HAS BEEN ACHIEVED AND APPROVED, SEDIMENT CONTROLS SHALL BE REMOVED.
8. CONTACT CITY ENGINEERING FOR POST-CONSTRUCTION INSPECTION AFTER 70% VEGETATIVE COVER HAS BEEN REACHED.
9. SEND COPY OF NOTICE OF DISCONTINUATION TO CITY ENGINEER.

LEGEND

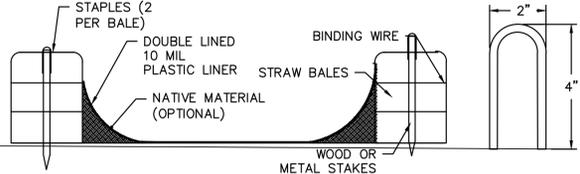
- - - - - 1345 - - - - - EXISTING MAJOR CONTOUR
- - - - - 1346 - - - - - EXISTING MINOR CONTOUR
- - - - - 1345 - - - - - PROPOSED MAJOR CONTOUR
- - - - - 1346 - - - - - PROPOSED MINOR CONTOUR
- - - - - PROPERTY LINE
- - - - - PROPERTY BOUNDARY
- - - - - RIGHT OF WAY LINE
- - - - - SECTION LINE

EROSION CONTROL PLAN LEGEND:

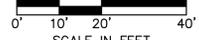
- CONCRETE WASHOUT AREA, SEE DETAIL THIS SHEET
- STABILIZED CONSTRUCTION ENTRANCE PER SUDAS DETAIL 9040.120
- SILT FENCE PER SUDAS DETAIL 9040.119
- FILTER SOCK PER SUDAS DETAIL 9040.102
- FLOW ARROW
- TOTAL DISTURBED AREA (0.94 AC.)



CONCRETE WASHOUT
NOT TO SCALE



SECTION



1717 Ingersoll Ave
Suite 111
Des Moines, IA 50309
TEL 515.331.6517
www.olson.co

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EROSION CONTROL PLAN
SITE PLAN

VERIDIAN CREDIT UNION

REVISIONS

REV. NO.	REVISIONS DESCRIPTION	DATE

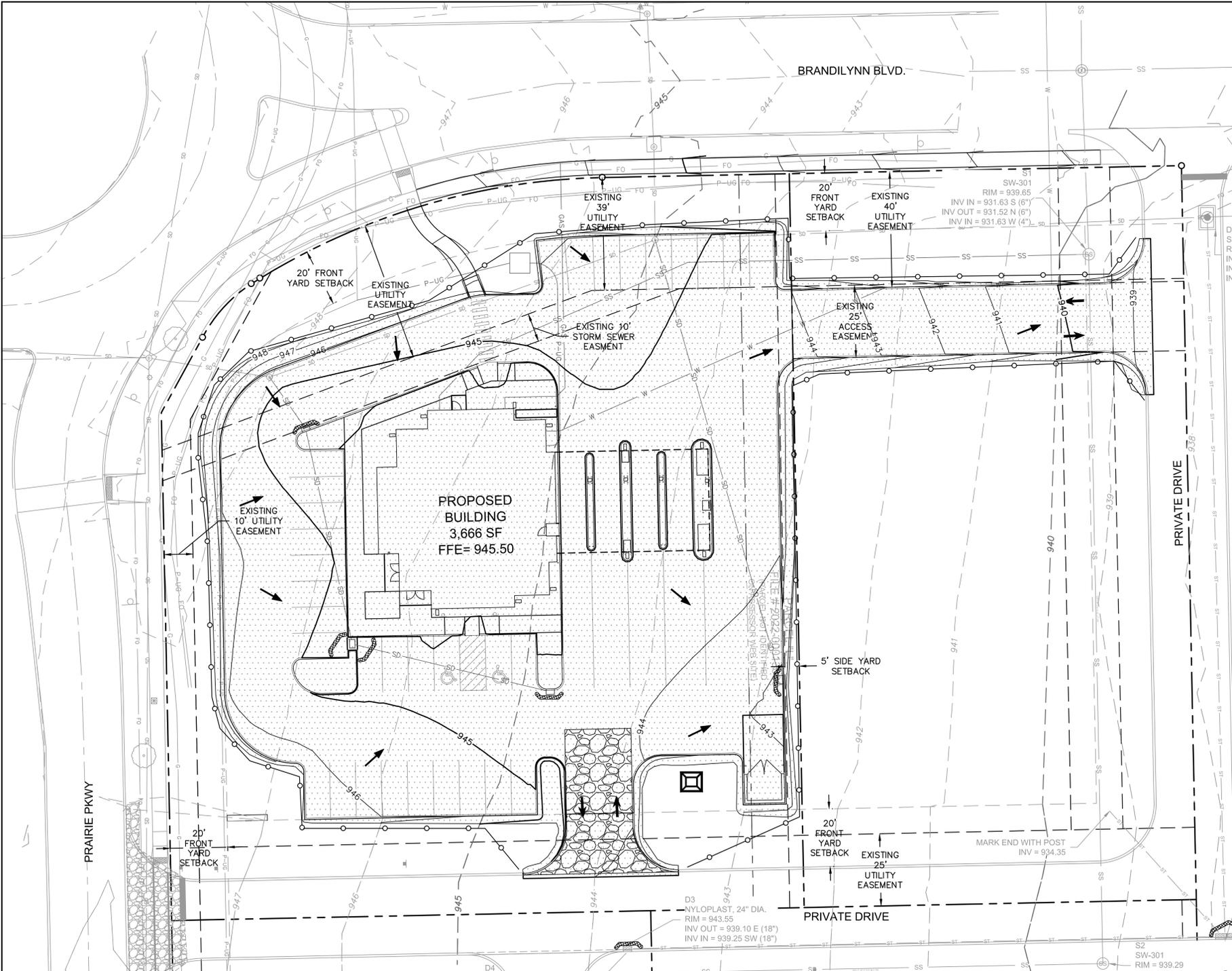
drawn by: RMG
checked by: _____
approved by: _____
QA/QC by: _____
project no.: 0210-05599
drawing no.: C_ERC01_A2105599
date: 4.29.2022

2022

CEDAR FALLS, IA

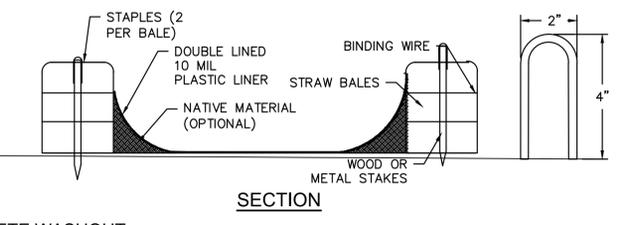
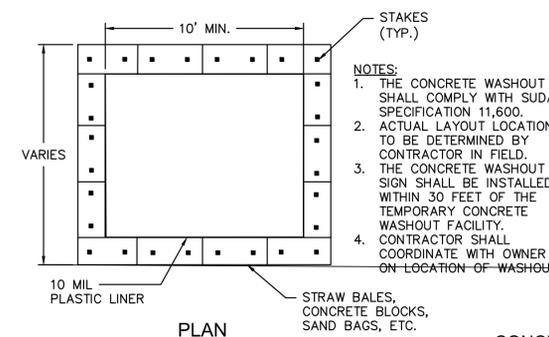
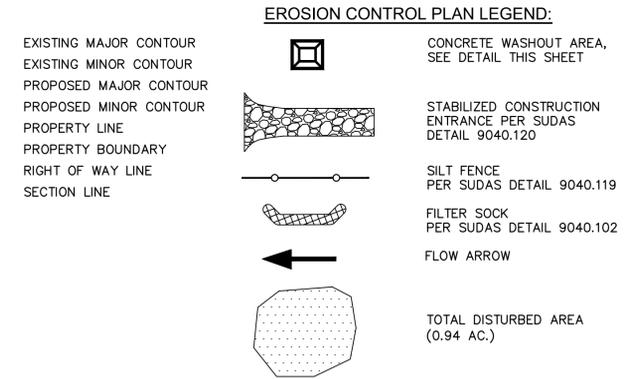
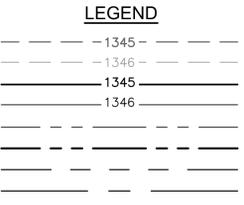
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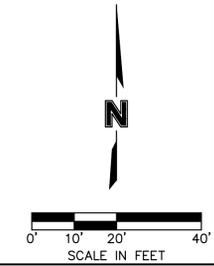


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CONCRETE WASHOUT
NOT TO SCALE



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EROSION CONTROL PLAN
SITE PLAN

VERDIAN CREDIT UNION
BRANDILYNN BLVD

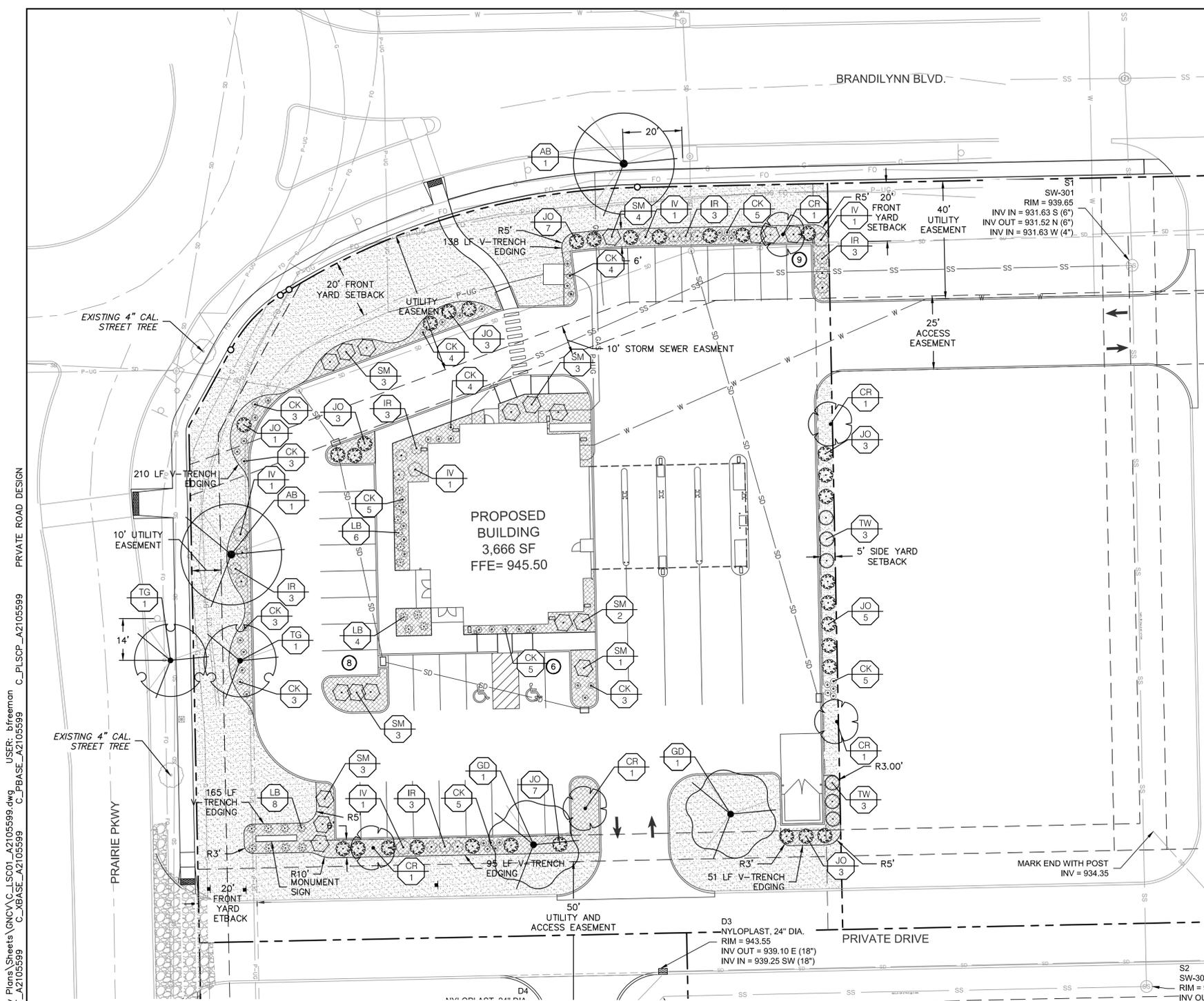
CEDAR FALLS, IA

REV. NO.	DATE	REVISIONS DESCRIPTION

2022

drawn by: RMG
checked by: BAF
approved by: BAF
QA/QC by: BAF
project no.: 0210-05599
drawing no.: C_ERC01_A2105599
date: 06.10.2022

SHEET
C6.0



PLANT SCHEDULE

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	OPEN SPACE POINTS	STREET TREE POINTS
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE		
SHADE TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE		
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE		
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE		
					TOTAL	960

ALL PLANT MATERIAL NOT IN POINTS CALCULATION IS USED FOR CONTINUOUS PARKING LOT SCREEN

NOTES:

1. ALL TREES SHALL BE 2.5" TO 4" CALIPER WITH NO MORE THAN 50% OF THE TREES IN ANY ONE CALIPER SIZE.
2. ALL DISTURBED AREA NOT OTHERWISE SPECIFIED WITH GROUND COVER SHALL BE PLANTED WITH TURF SEED - DROUGHT TOLERANT DWARF FESCUE BLEND.
3. PLANTING BEDS AND TREE PLANTING AREAS SHALL RECEIVE BROWN HARDWOOD MULCH AT A DEPTH OF 3" WITH SHOVEL-CUT EDGE OR STEEL EDGING AS CALLED OUT ON PLAN.
4. COMPLETE COVERAGE IRRIGATION SHALL BE PROVIDED BY CONTRACTOR FOR ALL TURF AND MULCHED PLANTING AREAS, REFER TO HATCHING IN SCHEDULE. IRRIGATION PLANS SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO INSTALLATION.
5. AREAS OF TURF SEED PLANTED ON SLOPES EXCEEDING 4:1 (SEE GRADING PLANS) SHALL BE INSTALLED WITH AN EROSION CONTROL MEASURES PER MANUFACTURER'S SPECIFICATIONS.
6. QUANTITIES LISTED IN THE PLANT LIST SCHEDULE ARE FOR ESTIMATES ONLY. TREES, SHRUBS, AND GROUND COVER OF CONTRACT QUANTITIES SHALL BE THE NUMBER OF ITEMS SHOWN ON THE DRAWINGS.
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DIFFERENCE IN QUANTITIES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
8. CONTRACTOR SHALL REFER TO ENGINEERING DRAWINGS FOR ANY AND ALL EXISTING AND/OR PROPOSED UTILITIES. IF THERE ARE ANY DISCREPANCIES, CONFLICTS AND/OR DEVIATIONS BETWEEN THE LANDSCAPE DRAWINGS AND THE EXISTING OR PROPOSED CONDITIONS, THE CONTRACTOR IS TO CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.
9. ALL UNDERGROUND UTILITIES ARE TO BE FIELD-VERIFIED PRIOR TO COMMENCEMENT OF WORK.
10. LANDSCAPE CONTRACTOR SHALL SUBMIT SPECIFICATIONS OF SEED, SOIL, AND MULCH, AND REPRESENTATIVE PHOTOS OF TREES AND SHRUBS, TO LANDSCAPE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO COMMENCEMENT OF WORK. SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT.
11. INSTALLATION OF LANDSCAPING SHALL TAKE PLACE DURING EITHER THE SPRING (MARCH 15 - JUNE 15) OR FALL (SEPTEMBER 15 - OCTOBER 15) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
12. IF UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED IN EXCAVATION FOR PLANTING OF TREES OR SHRUBS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY. NEW LOCATIONS MAY BE SELECTED BY LANDSCAPE ARCHITECT OR INSTRUCTIONS MAY BE ISSUED TO DIRECT REMOVAL OF OBSTRUCTIONS. PROCEED WITH WORK ONLY AFTER APPROVAL OF LANDSCAPE ARCHITECT.
13. LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
14. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. BACKFILL ALL PLANTING BEDS TO A MINIMUM 12-INCH DEPTH WITH PLANTING SOIL MIX. PLANTING SOIL MIX SHALL CONSIST OF ONE (1) PART PERLITE, ONE (1) PART PEAT MOSS, AND TWO (2) PARTS CLEAN LOAM TOPSOIL. THOROUGHLY MIX PLANTING SOIL COMPONENTS PRIOR TO PLACEMENT. ALL LANDSCAPE AREAS SHALL BE UNIFORMLY GRADED SO THAT FINISHED SURFACES CONFORM TO THE TYPICAL SECTIONS AND PROPOSED GRADES SHOWN. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED AND FREE FROM IRREGULAR SURFACE DRAINAGE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING THE FINISH GRADE AND SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS.
15. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING AND GENERAL HEALTH OF ALL PLANT MATERIALS UNTIL FINAL ACCEPTANCE. ANY MATERIAL WHICH DIES PRIOR TO ACCEPTANCE OF WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
16. LANDSCAPE CONTRACTOR SHALL BE FREE OF WEEDS AND VOLUNTEER PLANT MATERIAL.
17. LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY UNDER THIS GUARANTEE (AS PER DIRECTION OF OWNER).

LOT AREA EXCLUDING BUFFER (SF)	LANDSCAPE AREA (SF)	AREA LANDSCAPE % (10% MIN.)	PARKING SPACES	PERIPHERAL LANDSCAPE LENGTH (LF)	(1) LANDSCAPE STRIP BETWEEN ADJUTING PROPERTY	(2) LANDSCAPE SETBACK AROUND PERIMETER OF DISTRICT	(1) PERIPHERAL LANDSCAPE TREES	(3) PERIPHERAL LANDSCAPE SHRUBS	(4) OPEN SPACE POINTS REQUIRED	(4) OPEN SPACE POINTS PROVIDED	(5) PARKING AREA TREES	(6) STREET TREES POINTS
43,464	8,316	19.13%	32	180	REQUIRE PROVIDE	5' WIDE 5' WIDE	4	CONTINUOUS SCREEN CONTINUOUS SCREEN	43464 * 0.2 = 869	870	3 3	315 360

LANDSCAPE REQUIREMENTS DESCRIPTIONS

- (1) Peripheral landscaping shall consist of a landscaped strip not less than five feet in width. One tree for each 50 linear feet of such landscaping barrier or fractional part thereof shall be planted in landscaping strip. Sec. 26-220-4-a
- (2) For internal streets or principal accessways a 20-foot setback consisting of landscape material shall be provided adjacent to said street right-of-way. Sec. 26-186-h-2
- (3) In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least three feet in height. Sec. 26-220-4-a
- (4) A minimum of 0.02 points per square foot of total development site area shall be achieved with planting of a combination of trees and shrubbery. Sec. 26-186-h-3
- (5) One overstory tree to be established for every 15 parking stalls or 2,500 square feet of hard surfaced parking space area. Sec. 26-186-h-5
- (6) Street tree planting. A minimum of 0.75 points per linear foot of street frontage shall be required. Sec. 26-186-h-4

DWG: F:\2021\05501-06000\021-05599-A\0-Design\AutoCAD\Pre\Drawings\021-05599-01-01-01.dwg
 DATE: Jul 25, 2022 1:18pm
 USER: bframenon
 C:\BASE_A2105599
 C:\PATT_A2105599
 C:\PLSCP_A2105599
 PRIVATE ROAD DESIGN

1717 Ingersoll Ave
Suite 111
Des Moines, IA 50309
TEL 515.331.6517
www.olsson.co

REV. NO.	DATE	REVISIONS DESCRIPTION

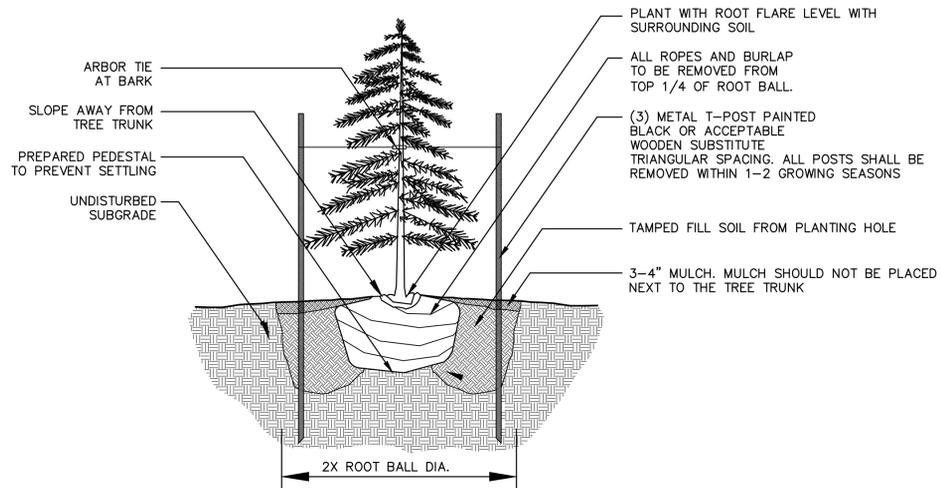
LANDSCAPE PLAN
SITE PLAN

VERDIAN CREDIT UNION
BRANDILYNN BLVD

CEDAR FALLS, IA

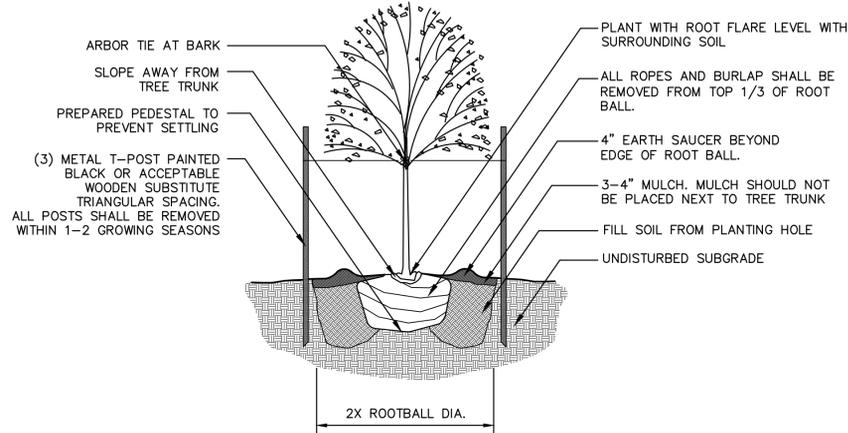
drawn by: RMG
 checked by: BAF
 approved by: BAF
 QA/QC by: BAF
 project no.: 0210-05599
 drawing no.: C_LSC01_A2105599
 date: 06.10.2022

SHEET
L1.0



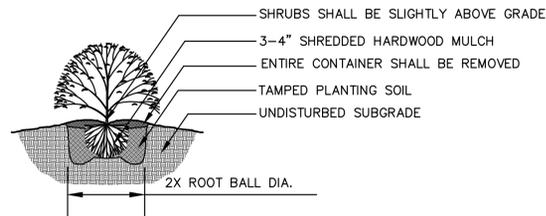
NOTES:
 1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
 2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

1 Evergreen Tree Planting Detail
 not to scale



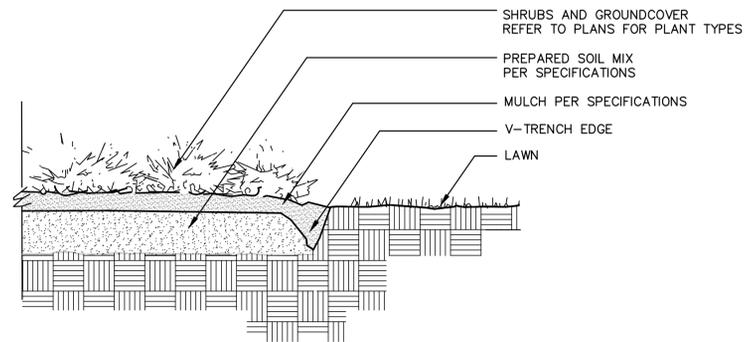
NOTES:
 1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
 2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

2 Deciduous Tree Planting Detail
 not to scale

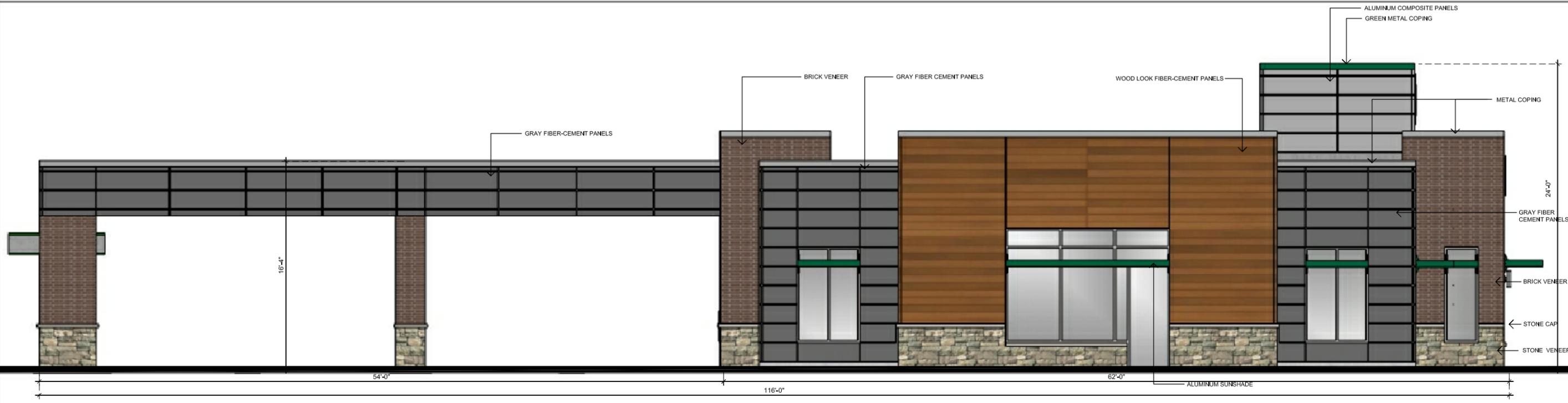


NOTES:
 1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH ANLA STANDARDS
 2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
 3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
 4. SOAK GENEROUSLY TO COMPACT AND SETTLE

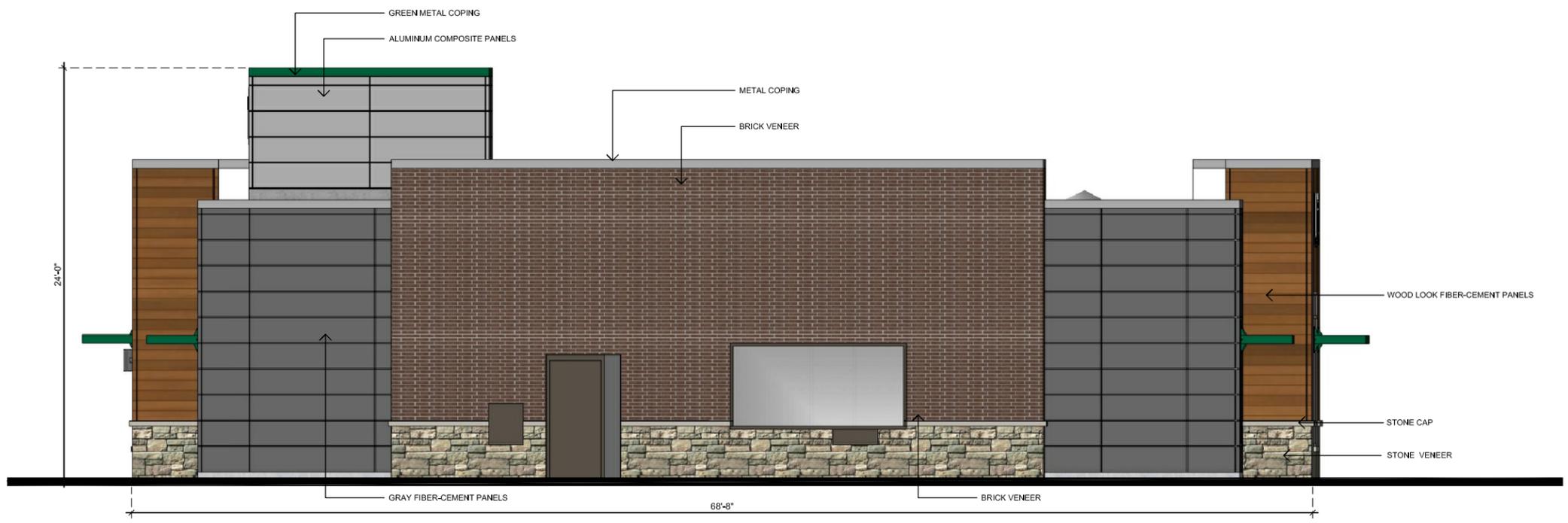
3 Shrub Planting Detail
 not to scale



4 V-Trench Edging Detail
 not to scale



1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SELECTIONS:

- STONE VENEER: ANAMOSA LIMESTONE
ROCKFACE - RANDOM BROKEN COURSED ASHLAR
- STONE BANDS/ SILLS: CUT STONE TO MATCH VENEER - SMOOTH FINISH
(CAST STONE TO MATCH VENEER AS ALTERNATE BID)
- BRICK VENEER: UNITED BRICK & TILE - SMOKED TUDOR 12" UTILITY
- GRAY FIBER CEMENT PANELS: NICHHA - ILLUMINATION SERIES AWP3030
MATCH SHERWIN-WILLIAMS SW7075 WEB GRAY
- WOOD-LOOK FIBER CEMENT PANELS: NICHHA - VINTAGE WOOD SERIES AWP3030 - CEDAR
- ALUMINUM COMPOSITE PANELS: METAL DESIGN SYSTEMS - CLEAR ANODIZED ALUMINUM
- WINDOW FRAMING / GLASS: KAWNEER - CLEAR ANODIZED ALUMINUM,
CLEAR, LOW-E INSULATED GLAZING.
- MEMBRANE ROOF : WHITE PVC OR TPO
- METAL COPING: GREEN AT ENTRANCE TOWER,
COLOR TO MATCH CLEAR ANODIZED ALUMINUM ELSEWHERE.
- SCUPPERS / COLLECTOR BOXES / DOWNSPOUTS: COLOR TO MATCH CLEAR ANODIZED ALUMINUM.
- ALUMINUM SUNSHADES: COLOR TO MATCH GREEN COPING AT ENTRANCE TOWER.
- ALUMINUM ENTRANCE CANOPY: COLOR TO MATCH GREEN COPING AT ENTRANCE TOWER.
- BOLLARDS / HOLLOW METAL DOOR AND FRAME: SHERWIN-WILLIAMS - SW7027 WELL-BRED BROWN.

Veridian Credit Union
Cedar Falls, Iowa
New Branch

20109
06.02.2022

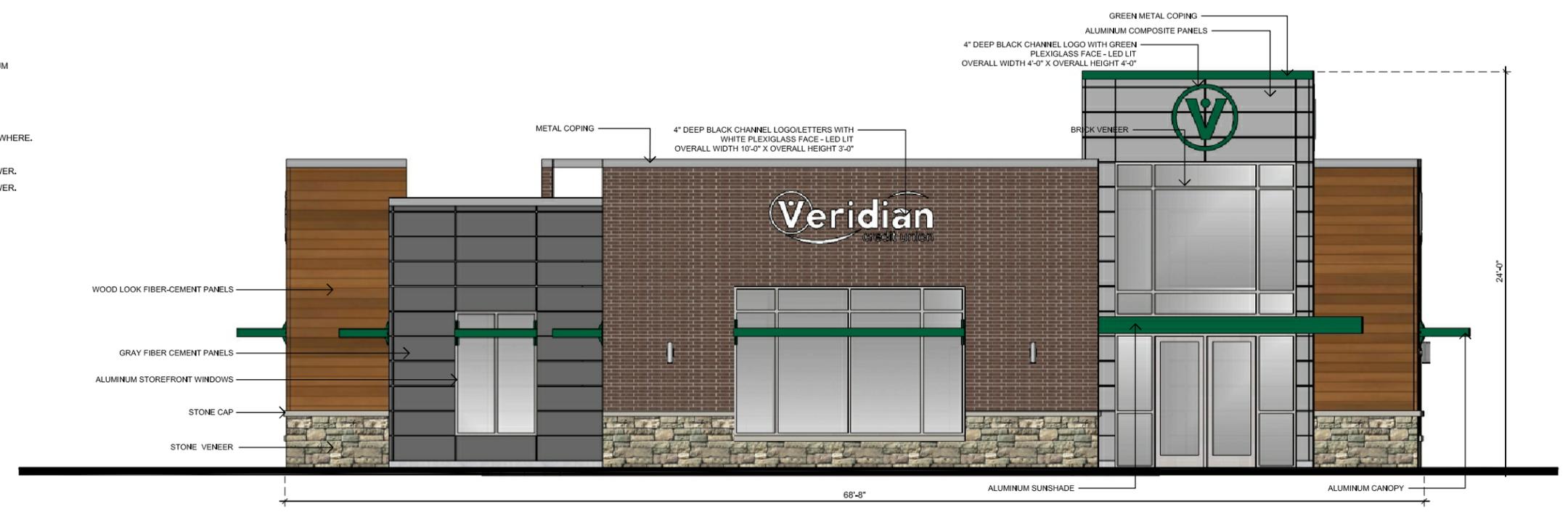
A2 309



1 SOUTH ELEVATION
 1/8" = 1'-0"

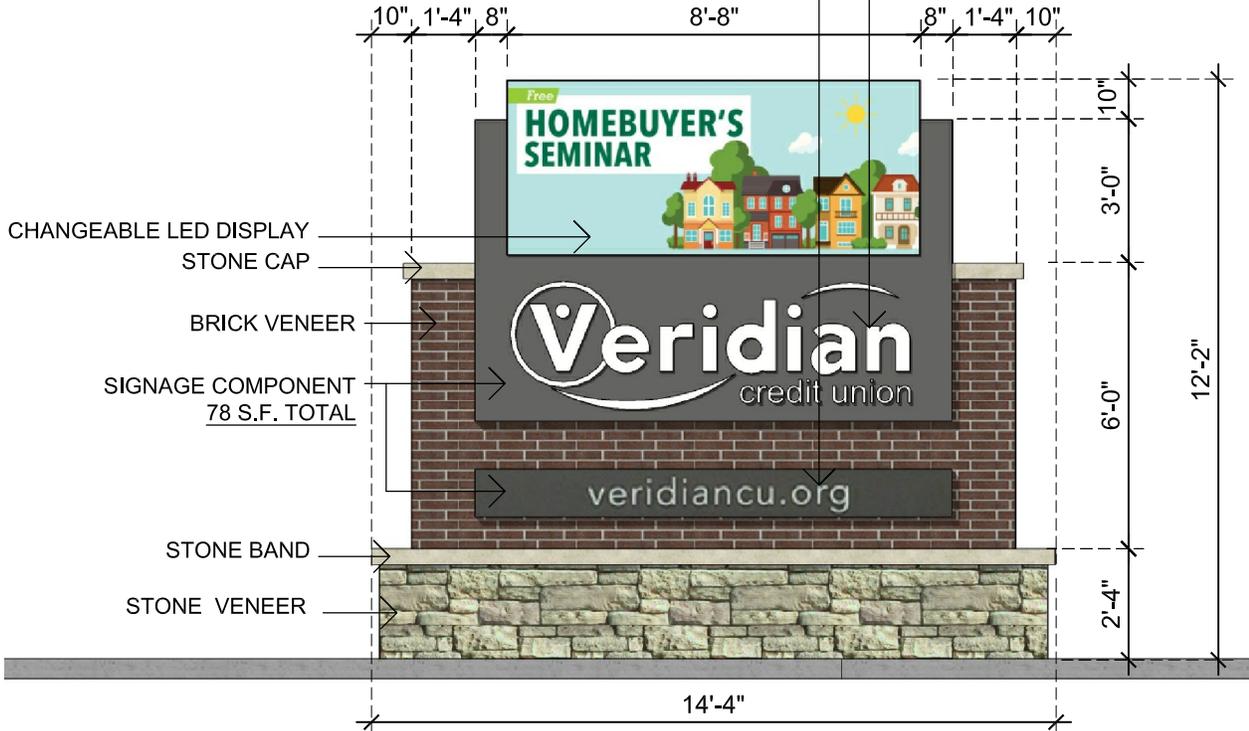
EXTERIOR FINISH SELECTIONS:

- STONE VENEER: ANAMOSA LIMESTONE
 ROCKFACE - RANDOM BROKEN COURSED ASHLAR
- STONE BANDS/ SILLS: CUT STONE TO MATCH VENEER - SMOOTH FINISH
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- ALUMINUM COMPOSITE PANELS: METAL DESIGN SYSTEMS - CLEAR ANODIZED ALUMINUM
- WINDOW FRAMING / GLASS: KAWNEER - CLEAR ANODIZED ALUMINUM,
 CLEAR, LOW-E INSULATED GLAZING.
- MEMBRANE ROOF : WHITE PVC OR TPO
- METAL COPING: GREEN AT ENTRANCE TOWER,
 COLOR TO MATCH CLEAR ANODIZED ALUMINUM ELSEWHERE.
- SCUPPERS / COLLECTOR BOXES / DOWNSPOUTS: COLOR TO MATCH CLEAR ANODIZED ALUMINUM.
- ALUMINUM SUNSHADES: COLOR TO MATCH GREEN COPING AT ENTRANCE TOWER.
- ALUMINUM ENTRANCE CANOPY: COLOR TO MATCH GREEN COPING AT ENTRANCE TOWER.
- BOLLARDS / HOLLOW METAL DOOR AND FRAME: SHERWIN-WILLIAMS - SW7027 WELL-BRED BROWN.



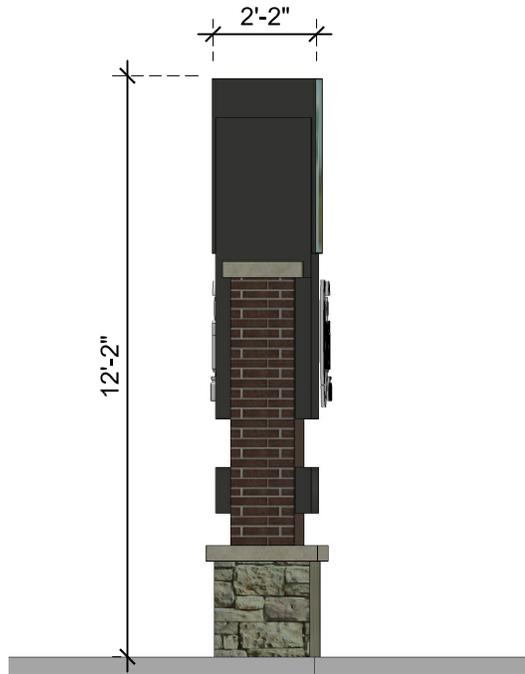
2 WEST ELEVATION
 1/8" = 1'-0"

ALUMINUM CABINET WITH SEAMLESS ALUMINUM FACE
LOGO 4" DEEP BLACK ALUMINUM WITH WHITE PLEXIGLASS FACE
LED LIT
TEXT: 3/8" THICK ALUMINUM
ON ALUMINUM CABINET - UNLIT



MONUMENT SIGN FACE

1/4"=1'-0"



MONUMENT SIGN ENDS

1/4"=1'-0"



Veridian C.U.
Cedar Falls Branch

06.02.2022

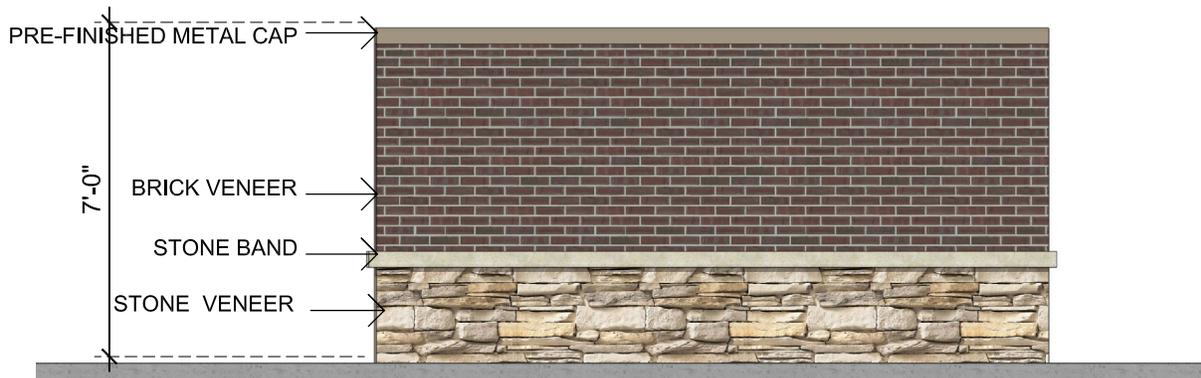
20109

A200
311



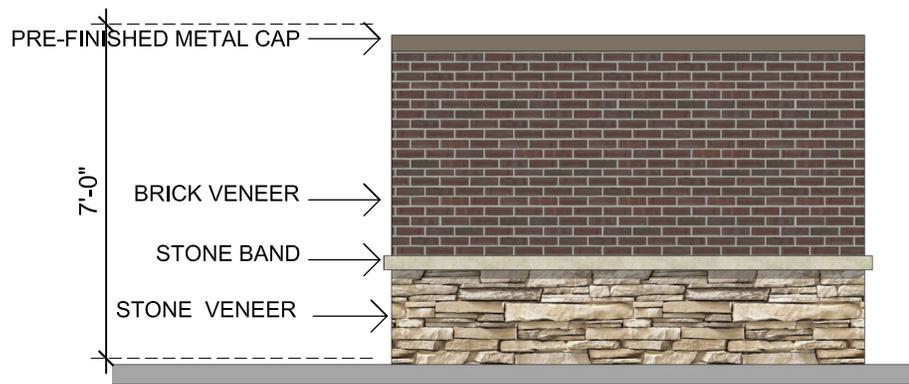
DUMPSTER ENCLOSURE - FRONT

1/4"=1'-0"



DUMPSTER ENCLOSURE - BACK

1/4"=1'-0"



DUMPSTER ENCLOSURE - SIDES

1/4"=1'-0"



1 PERSPECTIVE FROM NW
NO SCALE

Veridian Credit Union
New Branch



1 PERSPECTIVE FROM SW
NO SCALE

Veridian Credit Union
New Branch

**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: August 1, 2022

SUBJECT: 2022 University Avenue Bio Cells Project
City Project Number: ST-115-3147
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Benton Sand & Gravel, Inc. for the construction of the 2022 University Avenue Bio Cells Project.

This project consists furnishing and installing four bio-retention cells located along the University Avenue corridor, which will include placement of 6 inch diameter storm sewer sub-drains, placement of four (4) modified storm sewer intakes, sub-drain clean outs, curb and gutter replacement, engineered soil placement, and a variety of native plantings.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Benton Sand & Gravel, Inc. for the construction of the 2022 University Avenue Bio Cells Project.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and John Benton of Benton's Sand & Gravel hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2022 UNIVERSITY AVENUE BIOCELL PROJECT; PROJECT NO. ST-115-3147 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of June, 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said 2022 UNIVERSITY AVENUE BIOCELL PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert Green, Mayor City of Cedar Falls

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. S032101

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand & Gravel, Inc, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One hundred twenty nine thousand nine hundred seventy eight and 35/100ths (\$ \$129,978.35), 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 the _____ day of _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2022 University Avenue Biocell Project
Subdrain/ Storm Intakes/ Plantings
Project ST-115-3147**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. ST-115-3147

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Benton's Sand & Gravel
Contractor

Printed Name of Agent

By: _____
Signature
President
Title

Company Name

SURETY:

Company Address

Employers Mutual Casualty Company
Surety Company

City, State, Zip Code

By: _____
Signature E.A. von Harz
Attorney-in-Fact Officer

Company Telephone Number

E.A. von Harz
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave, Suite 200
Company Address

FORM APPROVED BY:

Attorney for Owner

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

E.A. von Harz

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Benton's Sand & Gravel Inc

S032101

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

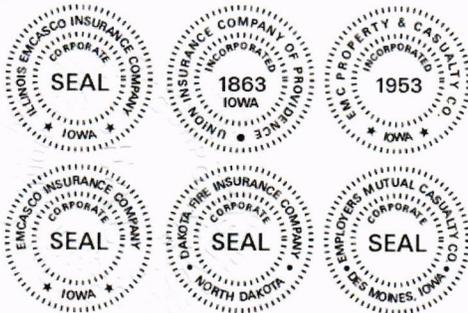
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

J. D. Clough
 Vice President

POLICY NUMBER:

COMMERCIAL AUTO
AU-102 Ed. 05/91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT —
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following provisions are added to **subparagraph****1. Who Is An Insured** under paragraph A. Coverage as found in **SECTION II - LIABILITY COVERAGE**:

- A.** Any person or organization with whom you are required under a written contract, agreement, or permit to provide insurance such as is afforded under this policy, is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This does not apply to "Bodily injury" or "property damage" occurring:

1. Prior to the date the written contract or agreement was executed and in effect;
2. After your contract or agreement with such additional insured ends; or
3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

Coverage

Limit(s) of Insurance

Page

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

- A. Subparagraph g.(2) under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

- B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A. Subparagraph j. **Damage To Property** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. **Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire 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 and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- a. 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;
- b. 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
- c. 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.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS:**

"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, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

- A. Subparagraph **b.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit 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.
- B. Subparagraph **d.** under paragraph 1. as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED:**

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** 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;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED:**

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment 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. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (a) The insurance afforded the vendor does not apply to:
 - (1) "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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless 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;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) 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.
 - (8) "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 Subparagraphs (4) or (6) above; 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.
 - (b) 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.
3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:
 - (a) Their financial control of you; or
 - (b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.
5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to
- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
- C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
1. The coverage you have agreed to provide in the written contract or agreement; or
 2. The coverage provided by this endorsement.
- D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
- E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
1. Prior to the date the written contract or agreement was executed and in effect;
 2. After your contract or agreement with such additional insured ends; or
 3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
- F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
1. Primary and non-contributory basis; or
 2. Contributory basis.

IX. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

A. With respect to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE C. MEDICAL PAYMENTS only, the following provision is added to SECTION III - LIMITS OF INSURANCE:

The General Aggregate as described in paragraph 2. under SECTION III - LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage A, or a single accident under Coverage C, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage A arising out of such "occurrence" and all medical expenses under Coverage C arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage B. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage B, regardless of the number of projects or "locations";

B. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V - DEFINITIONS:

"Locations" 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.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs a. and b. under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) 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. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in SECTION IV - COMMERCIAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a. You are required under a written contract to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

**COMMERCIAL GENERAL LIABILITY
CGD 20 33 05 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the site or location designated in the written contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. This does not apply to "Bodily injury" or "property damage" occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect;
 - b. After all work on the project (other than service, maintenance or repairs) to be performed at the site or location of the covered operations has been completed; or
 - c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. "Property damage" to:

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for, such person or organization.

3. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
- b. 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" involved the rendering of or the failure to render any professional services.

4. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.

C. With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE**:

8. The most we will pay under the insurance provided by this endorsement is:

- a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
- b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.

- D. With respect to the Insurance provided by this endorsement, Paragraph **4. Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage **A** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CGD 90 36 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED
IN WRITTEN CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required under a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed at the site or location designated in the written contract or agreement.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. The insurance afforded to such additional insured will not be broader than:
 - a. The coverage you have agreed to provide in the written contract or agreement; or
 - b. The coverage provided by this endorsement.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
1. This does not apply to "bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.
 2. "Bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services for you, for such person or organization, or for others, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings or specifications; and
 - b. 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" involved the rendering of or the failure to render any professional services.
3. Any "bodily injury" or "property damage" for which valid and collectible insurance is available under an Owners and Contractors Protective Liability policy that you have purchased.
- C.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**
8. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - b. The applicable Limit of Insurance shown in the Declarations,

whichever is less.
- D.** With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:
- 4. Other Insurance**
- This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply either on a:
- (1) Primary and non-contributory; or
 - (2) Contributory basis.
- When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

POLICY NUMBER: CPA9391109

INTERLINE
ILD 90 30 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY AS ADDITIONAL INSURED - IOWA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS LIABILITY COVERAGE PART

SCHEDULE

Mailing Address 220 Clay Street
Cedar Falls, IA 50613

Municipality: City of Cedar Falls
Department of Public Works

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Cancellation and Material Changes Provision

The following is added to the Cancellation Provisions included in the policy:

In the event of cancellation for non-payment of premium, the insurer agrees to advise the municipality at the address shown in the schedule by written notice ten days prior to the effective date of cancellation.

If the policy is, for any other reason, cancelled, not renewed, or there is a reduction in Insurance coverage and/or limits the insurer agrees to advise the municipality at the address shown in the schedule by written notice thirty days prior to the effective date of cancellation, non-renewal or change in coverage.

B. Additional Insured Provision

The municipality shown in the Schedule, including all its elected and appointed officials, all its employees and volunteer workers, all its boards, commissions and/or authorities and their boards, members, employees, and volunteer workers, are included as additional insureds but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the municipality shown in the schedule.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage is primary, contributing or excess.

C. Governmental Immunities Provision

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and may be amended from time to time.
3. **Assertion of Governmental Immunity.** The municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

- 4. Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.
- 5. No Other Change In Policy.** The insurance carrier and the municipality shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned By

WC 00 03 13
(Ed. 4-84)

FORM OF PROPOSAL
2022 UNIVERSITY AVENUE BIOCELL PROJECT
CITY OF CEDAR FALLS, IOWA
PROJECT NO. ST-115-3147

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Benton's Sand & Gravel, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2022 UNIVERSITY AVENUE BIOCELL PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Item Code	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010-D-1	TOPSOIL, ON-SITE	C.Y.	74.5	20.00	1490.00
2	2010-E	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	336	25.00	8400.00
3	6010-B	INTAKE, SW-507, MODIFIED	EACH	4	5485.00	21940.00
4	7010-E	CURB & GUTTER, 2.5", 9", P.C.C., TYPE "C" CLASS III	LF	32	138.00	4416.00
5	7010-E	CURB & GUTTER, 2.5", 10", P.C.C., TYPE "C" CLASS III	LF	32	138.00	4416.00
6	7030-B	REMOVAL OF CURB AND GUTTER	LF	64	20.00	1280.00
7	7080-D	STORAGE AGGREGATE - BASE LAYER	TONS	119	55.00	6545.00
8	7080-E	FILTER AGGREGATE - CHOKER LAYER	TONS	119	55.00	6545.00
9	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	4400.00	4400.00
10	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SY	216.5	9.90	2143.35
11	9030-B	PLANTS WITH WARRANTY, VARIOUS TYPES	EACH	987	17.70	17469.90
12		MODIFIED SOIL, PLANTING MEDIUM	C.Y.	79.5	80.00	6360.00
13		MULCH - SHREDDED HARDWOOD	C.Y.	10	110.00	1100.00
14	4040-A	SUBDRAIN, 6", HDPE	LF	282	26.00	7332.00
15	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4	925.00	3700.00
16	9040-F-1	WATTLE, (STRAW), (9")	LF	376	7.00	2632.00
17	9040-F-2	WATTLE, REMOVAL	LF	376	4.00	1504.00
18	11,020-A	MOBILIZATION	LS	1	10975.00	10975.00
19	11,050-A	CONCRETE WASHOUT	LS	1	1200.00	1200.00
20		SPECIALTY STONE	TONS	5.75	132.00	759.00
21	7080-B	ENGINEERING FABRIC	SF	556.75	.83	462.10
22	9040-T-1	INLET PROTECTION DEVICE	EACH	4	400.00	1600.00
23	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4	175.00	700.00
24	9040-E	TEMPORARY RECP, TYPE 2-A	SY	119	11.00	1309.00
25		DOME GRATE & DRAIN BASIN ASSEMBLY, 8"	EACH	4	1175.00	4700.00
26		LIGHT POLE ELECTRIC CONDUIT	LF	300	22.00	6600.00

TOTAL CONSTRUCTION BASE BID: \$ 129,978.35

**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 22, 2022

SUBJECT: 2022 Seal Coat Project
City Project Number: SC-000-3273
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Blacktop Service Company for the construction of the 2022 Seal Coat Project.

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

The Engineering Division of the Public Works Department recommends approving and executing the contract with Blacktop Service Company for the construction of the 2022 Seal Coat Project.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Blacktop Service Co. of Humboldt, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment, and construct the public improvement consisting of the: SEAL COAT - 2022 project, Project No. SC-000-3273, all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of June 2022, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SC-000-3273 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Form of Contract
- m. Non-Collusion Affidavit of Prime Bidder
- n. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor Blacktop Service Co.

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. IAC592902

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Ninety-Eight Thousand Two Hundred Forty-Two and 57/100 Dollars (\$ 198,242.57), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 Seal Coat Project Project SC-000-3273

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for 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. SC-000-3273

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Not Required

Blacktop Service Company

Signature of Agent

Contractor

By:

Karl Gilson
Signature

Contractor
Title

Printed Name of Agent

SURETY:

Company Name

Merchants Bonding Company (Mutual)

Surety Company

By:

Stacy Venn
Signature Attorney-in-Fact Officer/Iowa Resident Agent

Company Address

City, State, Zip Code

Stacy Venn

Printed Name of Attorney-in-Fact Officer/Iowa Resident Agent

Company Telephone Number

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

FORM APPROVED BY:

Waukee, IA 50263

City, State, Zip Code

Attorney for Owner

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June, 2022.

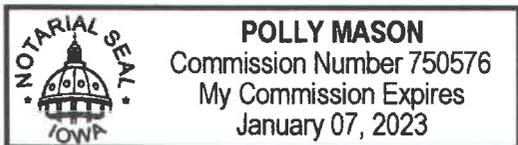


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

Item 17.
DATE (MM/YY)
07/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

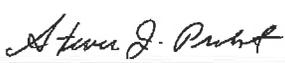
PRODUCER 1-800-247-7756 Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Blacktop Service Company P.O. Box 632 Humboldt, IA 50548	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>ZURICH AMER INS CO</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>SCOTTSDALE INS CO</td> <td>41297</td> </tr> <tr> <td>INSURER C:</td> <td>TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	ZURICH AMER INS CO	16535	INSURER B:	SCOTTSDALE INS CO	41297	INSURER C:	TRAVELERS PROP CAS CO OF AMER	25674	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER: 66130901** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO3538182	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP3538183	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0125384	07/01/22	07/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3538181	07/01/22	07/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			QT6305T029401TIL22	07/01/22	07/01/23	Limit 150,000
C	Contractors Equipment			QT6305T029401TIL22	07/01/22	07/01/23	Owned Equipment Per Schedule
C	Excess Liability			EX5T73587822NF	07/01/22	07/01/23	Each Occurrence 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project #SC-000-3273 2022 Seal Coat Project
 City of Cedar Falls is included as an Additional Insured on the General Liability when required by written contract or agreement, per policy terms & conditions.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2783 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 24 14 11 85

WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

AMENDMENT

City of Cedar Falls
ADDITIONAL INSURED ENDORSEMENT

The **City of Cedar Falls** including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

City of Cedar Falls
GOVERNMENTAL IMMUNITIES ENDORSEMENT REQUIRED IN PROJECTS SPECS

Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the **City of Cedar Falls** as an Additional Insured does not waive any of the defenses of governmental immunity available to the **City of Cedar Falls** under code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

1. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity. **City of Cedar Falls** 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 **City of Cedar Falls**.

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 **City of Cedar Falls** 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 asserts by the **City of Cedar Falls**.

No Other Change in Policy. The insurance carrier and the **City of Cedar Falls** agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy

City of Cedar Falls
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten(10) days written notice of non-payment of premium shall be sent to:

City of Cedar Falls

This endorsement supersedes the standard cancellation statement on the Certificate of Insurance for the **City of Cedar Falls**.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3538182-00

Effective Date: 07/01/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),
 such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:
 - (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
 which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

 - (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured. 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),
 such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

POLICY NUMBER: GLO 3538182-00

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS, HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 3538182-00	07/01/2022	07/01/2023		09803000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Form of Proposal
Seal Coat - 2022
Project No. SC-000-3273
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Mark Steffes of BlackTop Service ^{Company} have personally and carefully examined the Specifications, General Conditions, and Form of Contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the SEAL COAT - 2022 project in accordance with the Plans and Specifications on file in the office of the City Clerk, the published Notice to Bidders, and the Form of Contract, herewith, complying with all the laws of the State of Iowa; and the Rules, Regulations, and Ordinances of the City of Cedar Falls; and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	35,430.00	0.45	15,943.50
2	Seal Coat	S.Y.	51,040.00	3.06	156,182.40
4	Pavement Markings, Painted	STA.	11.79	77.75	916.67
5	Pavement Markings, Handicapped Symbols	EA.	2.00	100.00	200.00
6	Mobilization	L.S.	1.00	15,000.00	15,000.00
7	Traffic Control	L.S.	1.00	10,000.00	10,000.00
				Total Bid	# 198,242.57

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru seven (7). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Proposal of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the Bid opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to the Contractor for signature; and start work within ten (10) calendar days after the date as set forth in the written "Notice to Proceed", as issued.

Bid Security in the sum of 10 percent of Total Bid in the form of Bid Bond is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No.	<u>NONE</u>	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of Bidder:

Black Top Service Company

By: Mark J. Steffer

Official Address: 100 Industrial Ave., P.O. Box #632
Humboldt, Iowa 50548

Title: Authorized Agent

Bidder Status Form

To be completed by all bidders **Part A**

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders **Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

- Dates: ___ / ___ / 1999 to 9 / 19 / 2020 Address: 16 N. Taft Ave., P.O. Box #632
City, State, Zip: Humboldt, Iowa 50548
- Dates: 9 / 19 / 2020 to present Address: 100 Industrial Ave., P.O. Box #632
City, State, Zip: Humboldt, IA 50548
- Dates: ___ / ___ / 2012 to present Address: 4216 Daing Drive
City, State, Zip: Cedar Falls, IA 50613

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders **Part C**

- Name of home state or foreign country reported to the Iowa Secretary of State: _____
- Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders **Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Black Top Service Company

Signature: Mark J. Steffen Date: June 24, 2022

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.

309-6201 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Project No. SC-000-3273

STATE OF Iowa
COUNTY OF Black Hawk ^{SS}

Mark J. Steffes, being first duly sworn, deposes and says that:

(1) We are Authorized Agent of Black Top
(owner, partner, officer, representative, or agent)
Service Company, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.



Mark J. Steffes
Signed Authorized Agent
Title

Subscribed and sworn to before me

this 23 day of July, 2022

[Signature]

NOTARY, KAREN STEFFES
Title

My Commission expires 02-01-2024.


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 22, 2022

SUBJECT: Olive Street Box Culvert Replacement Project
 City Project Number: BR-106-3215
 Bid Opening

On Friday, July 22, 2022 at 2:00 p.m. bids were received and opened for the Olive Street Box Culvert Replacement Project. One (1) bid was received, with Peterson Contractors, Inc. the only bidder:

	<i>Base Bid</i>
Engineering Estimate	\$2,205,932.61
Peterson Contractors, Inc.	\$2,699,537.74

The Engineer's Estimate for this project was \$2,205,932.61. Peterson Contractors, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$2,699,537.74. Attached is the bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the one bid from Peterson Contractors, Inc. in the amount of \$2,699,537.74. On August 15, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

Olive Street Box Culvert Replacement Project (#8111280)

Owner: Cedar Falls IA, City of
07/22/2022 02:00 PM CDT

Line Item	Item Code	Item Description	UoFM	Quantity	Engineer Estimate		Peterson Contractors Inc	
					Unit Price	Extension	Unit Price	Extension
1	2010	CLEARING AND GRUBBING	UNITS	170	\$ 60.00	\$ 10,200.00	\$ 125.00	\$ 21,250.00
2	DOT 2104	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$ 25.00	\$ 4,285.00	\$ 32.50	\$ 5,570.50
3	2010	EXCAVATION, CLASS 10, ROADWAY	CY	195	\$ 18.50	\$ 3,607.50	\$ 35.00	\$ 6,825.00
4	2010	EXCAVATION, CLASS 20	CY	2494.1	\$ 35.00	\$ 87,293.50	\$ 0.01	\$ 24.94
5	2010	REMOVALS, STRUCTURAL BASES	EACH	3	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00
6	2010	SUBBASE, GRANULAR	SY	520	\$ 25.00	\$ 13,000.00	\$ 17.50	\$ 9,100.00
7	DOT 2115	SUBBASE, MODIFIED	CY	37.8	\$ 23.00	\$ 869.40	\$ 90.00	\$ 3,402.00
8	2010	SUBGRADE PREPARATION, 12 IN.	SY	520	\$ 2.50	\$ 1,300.00	\$ 2.50	\$ 1,300.00
9	2010	SUBGRADE TREATMENT, GEOGRID	SY	100	\$ 8.00	\$ 800.00	\$ 2.50	\$ 250.00
10	2010	TOPSOIL, ONSITE	CY	150	\$ 14.00	\$ 2,100.00	\$ 25.00	\$ 3,750.00
11	2010	TOPSOIL, OFFSITE	CY	50	\$ 26.00	\$ 1,300.00	\$ 42.50	\$ 2,125.00
12	DOT 2107	SPECIAL BACKFILL	CY	1182.1	\$ 35.00	\$ 41,373.50	\$ 70.00	\$ 82,747.00
13	DOT 2210	MACADAM STONE BASE	TON	515	\$ 25.00	\$ 12,875.00	\$ 42.50	\$ 21,887.50
14	DOT 2401	REMOVAL OF EXISTING STRUCTURES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 90,000.00	\$ 90,000.00
15	DOT 2402	EXCAVATION, CLASS 20	CY	2494.1	\$ 25.00	\$ 62,352.50	\$ 30.00	\$ 74,823.00
16	DOT 2402	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50	\$ 35.00	\$ 1,750.00	\$ 30.00	\$ 1,500.00
17	DOT 2402	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	TON	625.9	\$ 32.00	\$ 20,028.80	\$ 35.00	\$ 21,906.50
18	DOT 2402	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$ 6.00	\$ 7,092.60	\$ 7.50	\$ 8,865.75
19	DOT 2403	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$ 1,500.00	\$ 63,750.00	\$ 1,275.00	\$ 54,187.50
20	DOT 2403	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$ 600.00	\$ 36,420.00	\$ 1,400.00	\$ 84,980.00
21	DOT 2404	REINFORCING STEEL	LB	15079	\$ 1.50	\$ 22,618.50	\$ 2.15	\$ 32,419.85
22	DOT 2414	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88	\$ 260.00	\$ 22,880.00	\$ 600.00	\$ 52,800.00
23	DOT 2415	PRECAST CONCRETE BOX CULVERT, TWIN 14 FT X 6 FT	LF	228	\$ 2,800.00	\$ 638,400.00	\$ 3,700.00	\$ 843,600.00
24	DOT 2415	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, TWIN 14 FT X 6 FT	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 34,500.00	\$ 34,500.00
25	DOT 2415	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14FT. X 6FT.	EACH	1	\$ 12,000.00	\$ 12,000.00	\$ 38,500.00	\$ 38,500.00
26	DOT 2506	FLOWABLE MORTAR	CY	429.2	\$ 200.00	\$ 85,840.00	\$ 178.00	\$ 76,397.60
27	DOT 2507	ENGINEERING FABRIC	SY	416	\$ 3.50	\$ 1,456.00	\$ 2.50	\$ 1,040.00
28	DOT 2518	SAFETY CLOSURE	EACH	4	\$ 200.00	\$ 800.00	\$ 100.00	\$ 400.00
29	DOT 2518	SAFETY FENCING	LF	800	\$ 8.00	\$ 6,400.00	\$ 23.50	\$ 18,800.00
30	DOT 2523	ELECTRICAL CIRCUITS	LF	320	\$ 20.00	\$ 6,400.00	\$ 13.00	\$ 4,160.00
31	DOT 2523	LIGHT POLE REMOVAL	EACH	1	\$ 700.00	\$ 700.00	\$ 650.00	\$ 650.00
32	DOT 2523	TYPE 1 LIGHTING POLES	EACH	6	\$ 6,000.00	\$ 36,000.00	\$ 8,500.00	\$ 51,000.00
33	DOT 2524	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.00
34	DOT 2524	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00
35	11020	MOBILIZATION	LS	1	\$ 140,000.00	\$ 140,000.00	\$ 263,500.00	\$ 263,500.00
36	DOT 2602	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 10.00	\$ 40.00	\$ 150.00	\$ 600.00
37	DOT 2602	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00	\$ 20.00	\$ 80.00
38	DOT 2602	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4	\$ 20.00	\$ 80.00	\$ 20.00	\$ 80.00
39	DOT 2602	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 20.00	\$ 20.00	\$ 350.00	\$ 350.00
40	DOT 2602	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00
41	DOT 2602	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00
42	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250	\$ 2.00	\$ 500.00	\$ 2.25	\$ 562.50
43	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250	\$ 1.75	\$ 437.50	\$ 3.00	\$ 750.00
44	DOT 2602	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500	\$ 0.60	\$ 300.00	\$ 0.75	\$ 375.00
45	DOT 2602	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62	\$ 12.00	\$ 744.00	\$ 15.00	\$ 930.00
46	3010	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$ 57.00	\$ 2,850.00	\$ 50.00	\$ 2,500.00
47	4020	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50	\$ 12.00	\$ 600.00	\$ 40.00	\$ 2,000.00
48	4020	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246	\$ 20.00	\$ 4,920.00	\$ 25.00	\$ 6,150.00
49	4020	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99	\$ 12.00	\$ 1,188.00	\$ 40.00	\$ 3,960.00
50	4020	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10	\$ 85.00	\$ 850.00	\$ 230.00	\$ 2,300.00
51	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	58	\$ 75.00	\$ 4,350.00	\$ 110.00	\$ 6,380.00
52	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76	\$ 80.00	\$ 6,080.00	\$ 115.00	\$ 8,740.00
53	4020	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34	\$ 16.00	\$ 544.00	\$ 75.00	\$ 2,550.00
54	4040	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4	\$ 350.00	\$ 1,400.00	\$ 650.00	\$ 2,600.00
55	4040	SUBDRAIN OUTLETS AND CONNECTIONS, PER PLAN, 6 IN.	EACH	6	\$ 200.00	\$ 1,200.00	\$ 650.00	\$ 3,900.00
56	4040	SUBDRAIN, TYPE S, 6 IN.	LF	1217	\$ 16.00	\$ 19,472.00	\$ 16.00	\$ 19,472.00
57	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2	\$ 600.00	\$ 1,200.00	\$ 1,000.00	\$ 2,000.00
58	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
59	5010	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
60	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40	\$ 115.00	\$ 4,600.00	\$ 125.00	\$ 5,000.00
61	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110	\$ 120.00	\$ 13,200.00	\$ 90.00	\$ 9,900.00
62	5010	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$ 110.00	\$ 6,567.00	\$ 65.00	\$ 3,880.50
63	5020	VALVE, GATE, DIP, 8 IN	EACH	2	\$ 3,500.00	\$ 7,000.00	\$ 3,250.00	\$ 6,500.00
64	6010	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 5,250.00	\$ 5,250.00
65	6010	INTAKE, SW-507	EACH	3	\$ 5,200.00	\$ 15,600.00	\$ 8,750.00	\$ 26,250.00
66	6010	INTAKE, SW-513 (36"X36")	EACH	2	\$ 8,400.00	\$ 16,800.00	\$ 9,600.00	\$ 19,200.00
67	6010	MANHOLE, SW-401, 48 IN.	EACH	1	\$ 5,200.00	\$ 5,200.00	\$ 7,000.00	\$ 7,000.00
68	6010	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 5,750.00	\$ 5,750.00
69	6010	REMOVALS, MANHOLE OR INTAKE	EACH	1	\$ 550.00	\$ 550.00	\$ 1,250.00	\$ 1,250.00
70	6010	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1	\$ 4,100.00	\$ 4,100.00	\$ 7,000.00	\$ 7,000.00
71	7010	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN	SY	416.8	\$ 60.00	\$ 25,008.00	\$ 95.00	\$ 39,596.00
72	7010	CURB AND GUTTER	LF	36	\$ 58.00	\$ 2,088.00	\$ 70.00	\$ 2,520.00
73	7030	DETECTABLE WARNINGS, CAST IRON	SF	10	\$ 52.00	\$ 520.00	\$ 52.00	\$ 520.00
74	7030	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$ 45.00	\$ 4,707.00	\$ 75.00	\$ 7,845.00
75	7030	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$ 40.00	\$ 7,184.00	\$ 60.00	\$ 10,776.00
76	7030	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$ 50.00	\$ 190.00	\$ 300.00	\$ 1,140.00
77	7030	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914	\$ 9.00	\$ 8,226.00	\$ 7.50	\$ 6,855.00
78	7040	REMOVAL OF CURB AND GUTTER	LF	36	\$ 10.00	\$ 360.00	\$ 7.50	\$ 270.00
79	7040	REMOVAL OF PAVEMENT	SY	421.4	\$ 7.50	\$ 3,160.50	\$ 7.50	\$ 3,160.50
80	7040	SAWCUT FOR REMOVALS	LF	123.8	\$ 8.00	\$ 990.40	\$ 12.00	\$ 1,485.60
81	8010	HANDHOLES AND JUNCTION BOXES	EACH	1	\$ 900.00	\$ 900.00	\$ 750.00	\$ 750.00
82	8030	TRAFFIC CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,600.00	\$ 3,600.00
83	9010	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	0.2	\$ 6,000.00	\$ 1,200.00	\$ 5,000.00	\$ 1,000.00
84	9010	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	0.2	\$ 6,000.00	\$ 1,200.00	\$ 3,500.00	\$ 700.00
85	9010	WATERING	M GAL	100	\$ 160.00	\$ 16,000.00	\$ 50.00	\$ 5,000.00
86	DOT 2507	REVTMENT, CLASS E	TON	317	\$ 60.00	\$ 19,020.00	\$ 42.50	\$ 13,472.50
87	9080	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18	\$ 60.00	\$ 1,080.00	\$ 115.00	\$ 2,070.00
88	9080	REMOVAL OF HANDRAILING	LF	155	\$ 35.00	\$ 5,425.00	\$ 35.00	\$ 5,425.00
89	9060	VINYL FENCE, 72 IN.	LF	185	\$ 80.00	\$ 14,800.00	\$ 95.00	\$ 17,575.00
90	9060	VINYL GATE, 72 IN.	EACH	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00
91	11010	DEMOLITION, HOUSE	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00
92	11050	CONCRETE WASHOUT	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 750.00	\$ 750.00
93	DOT 2501	TEMPORARY SHORING	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 240,000.00	\$ 240,000.00
94	7030	LANDSCAPING	LS	1	\$ 84,000.00	\$ 84,000.00	\$ 100,000.00	\$ 100,000.00
95	9030	LANDSCAPE PAVERS	SF	7860	\$ 30.00	\$ 235,800.00	\$ 15.00	\$ 117,900.00
96	7030	LANDSCAPE PAVERS REMOVE AND REPLACE	LS	50	\$ 30.00	\$ 1,500.00	\$ 20.00	\$ 1,000.00
97	DOT 2304	TEMPORARY PAVEMENT, 6 IN.	SF	225	\$ 68.00	\$ 15,300.00	\$ 55.00	\$ 12,375.00
					Engineers Estimate After Addendum No. 1 & Addendum No. 2:		\$ 2,063,563.70	
					Original Engineers Estimate (Including 5% Contingency):		\$ 2,205,932.61	



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: August 1, 2022

SUBJECT: Professional Services Agreement, Foth Infrastructure & Environment
 Center Street Corridor Streetscape Project
 City Project Number: MC-000-3206
 Supplemental Agreement No. 1

Submitted within for City Council approval is the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Foth Infrastructure & Environment, L.L.C. for the Center Street Corridor Streetscape Project. This Supplemental Agreement provides for additional design services, right-of-way, lighting, additional landscaping, and for construction related adjustments to the project. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$38,800.00.

The City of Cedar Falls entered into a Professional Services Agreement with Foth Infrastructure & Environment, L.L.C. for the Center Street Corridor Streetscape Project on September 16, 2019. The project will be funded by Emergency Reserve, Storm Water Fund, Cedar Falls Utilities, and Private Contribution

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 1 with Foth Infrastructure & Environment, L.L.C. for the Center Street Corridor Streetscape Project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

SUPPLEMENTAL AGREEMENT NO. 1

**Center Street Corridor Streetscape Project
Cedar Falls, Iowa
City Project Number: MC-000-3206**

WHEREAS, a Professional Services Agreement was entered into by Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, Iowa 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT", dated September 16, 2019 for professional engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include engineering services to complete the project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

Additional design services:

- Add shoulder gravel areas (design, quantities/cost estimating, plan sheet development)
- Lighting alternatives development
- Additional landscaping design
- Re-design efforts: pedestrian pads, geometrics/driveways, avoiding temporary easements

II. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of thirty-eight thousand eight hundred dollars (\$38,800.00). The compensation for this supplemental agreement will be added to the original agreement amount.

III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated September 16, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Aaron Moniza

Printed Name: _____

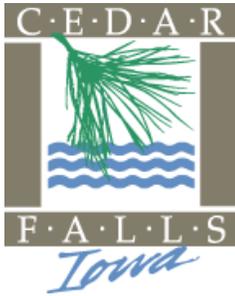
Printed Name: Aaron Moniza

Title: Mayor of Cedar Falls

Title: Senior Client Manager

Date: _____

Date: 7/25/22



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: August 1, 2022

SUBJECT: Main Street Reconstruction (6th St. to University)
 City Project Number: RC-000-3283
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to reconstruct Main Street from 6th Street to University Avenue from a 4 lane roadway to a 3 lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18th Street, 12th Street, and potentially 6th Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project will require the acquisition of temporary easements from one-hundred twenty-nine (129) properties to complete construction. The owners of the following thirty (30) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
53	Permanent Planning, Inc.	1702 Main Street	Temporary Easement
73	Joshua & Danielle Priebe	1422 Main Street	Temporary Easement
75	Michael Bond Shymansky & Maureen J. Turk; and Brock James & Julie Ann S. Shymansky; and James Andrew & Teresa G. Shymansky	1405 Main Street	Temporary Easement
116	First Presbyterian Church	902 Main Street	Temporary Easement
122	Michael Bond Shymansky & Maureen J. Turk; and Brock James & Julie Ann S. Shymansky; and James Andrew & Teresa G. Shymansky	824 Main Street	Temporary Easement
123	Michael Bond Shymansky & Maureen J. Turk; and Brock James & Julie Ann S. Shymansky; and James Andrew & Teresa G. Shymansky	816 Main Street	Temporary Easement
130	DEV Properties, L.L.C.	720 Main Street	Temporary Easement
132A	Wyth Flats, L.L.C.	706 & 710 Main Street	Temporary Easement
132B	James C. & Christina B. Bauch	708 & 712 Main Street	Temporary Easement
157	Nelson Funeral Home, Inc.	613 Main Street	Temporary Easement

167	Kasey J. & Theresa D. Schmitt	801 Main Street	Temporary Easement
169	M.J. Knox, L.L.C.	811 Main Street	Temporary Easement
202	Donald R. & Kathleen D. Rasmusson	1204 Washington Street	Temporary Easement
203	Estate of Patricia M. Rasmusson and Jack P. Rasmusson Family Trust	114 W. 12 th Street	Temporary Easement
212	Nancy L. Ascherl	1303 Main Street	Temporary Easement
215	Bianca Pontious	1321 Main Street	Temporary Easement
231	David Henry Stiner & Emily M. Stiner	1503 Main Street	Temporary Easement
234	Mitchel & Karen Bloomquist	1523 Main Street	Temporary Easement
243	MAKA Properties, L.L.C.	1603 Main Street	Temporary Easement
254	Freed Rentals, L.L.C.	1715 Main Street	Temporary Easement
260	Thomas J. & Leann M. Vetter	1901 Main Street	Temporary Easement
261	Daryl R. & Georgia M. Slinker	1907 Main Street	Temporary Easement
263	Matthew T. & Jennifer A. Reisetter	1925 Main Street	Temporary Easement
264	Jeremy & Jennifer Clayton	1929 Main Street	Temporary Easement
265	Richard L. Robert	1931 Main Street	Temporary Easement
266	Kenneth A. & Patricia L. Budke	1935 Main Street	Temporary Easement
272	James B. & Penny J. Nuss	2009 Main Street	Temporary Easement
279	Sandra L. & Thomas J. Benak (Owners); Brad Jacobson (Tenant)	2103 Main Street	Temporary Easement
283	Kent N. & Michelle L. Purdy	2125 Main Street	Temporary Easement
290	Jeffrey A. & Mary L. Schwake	2215 & 2217 Main Street	Temporary Easement

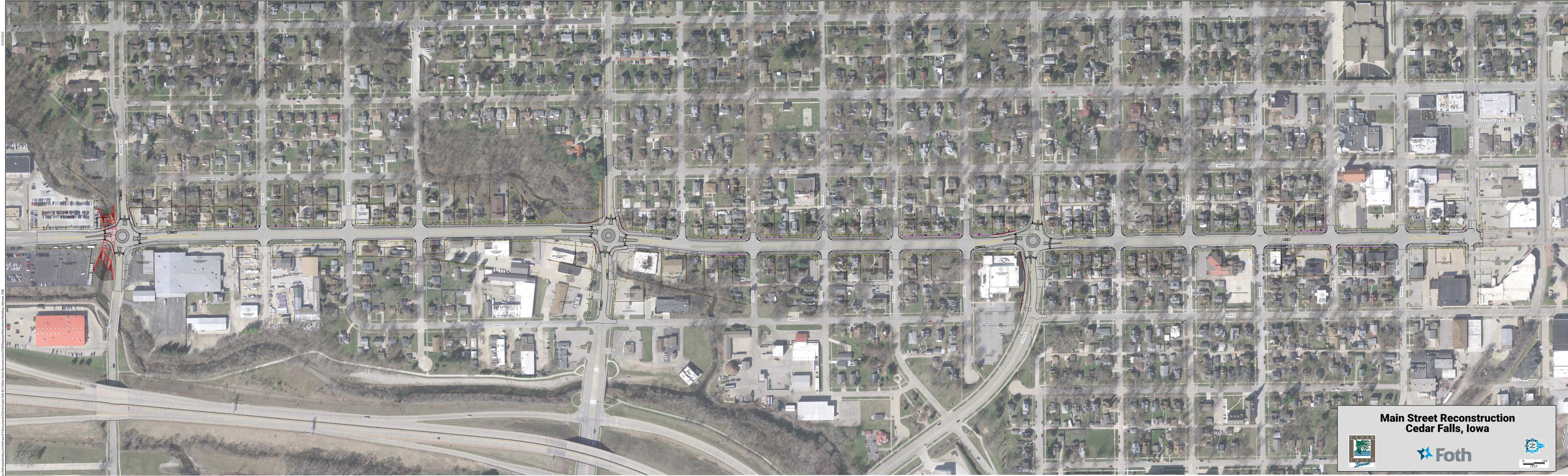
Attached is a strip map of the entire project where these properties can be identified by parcel number.

The City will use a combination of General Obligation and Street Construction Funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Foth Infrastructure and Environmental, LLC, of Cedar Rapids, Iowa on July 19, 2021 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 - FY27 under item number 118. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Main Street Reconstruction Project.

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

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



**Main Street Reconstruction
Cedar Falls, Iowa**





**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1702 Main St.
Parcel Number: 53
Project Number: RC-000-3283**

**County Tax Parcel No: 891413251005
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Permanent Planning, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,540.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,540.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,164</u> sq. ft.	<u>\$1,540.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Permanent Planning, Inc


3-21-22
X

Date Date

By: Tony Clave By:

Title: Treasurer - Permanent Planning Title:

State of Iowa IAC

County of Black Hawk



This record was acknowledged before me on the 21 day of March, 2022, by Tony Clave as Treasurer of Permanent Planning Inc.

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 53-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1702 MAIN STREET
 PARCEL 53

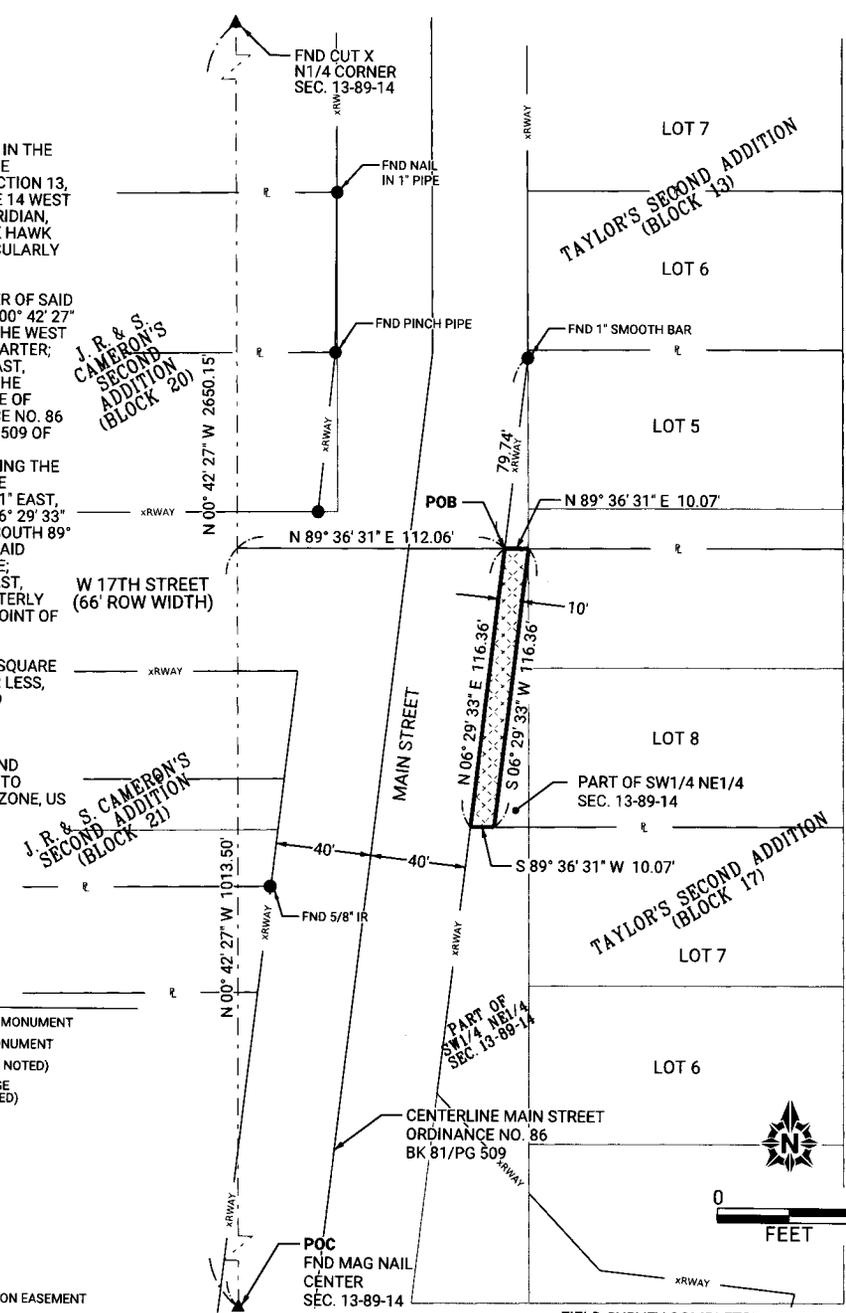
PROPERTY OWNER:
 PERMANENT PLANNING, INC
 P.O. BOX 1290
 WATERLOO, IA 50704
 BOOK 571, PAGES 664-665

LEGAL DESCRIPTION:
 A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

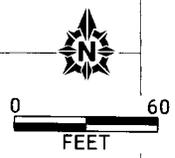
COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 1013.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 36' 31" EAST, 112.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 36' 31" EAST, 10.07 FEET; THENCE SOUTH 06° 29' 33" WEST, 116.36 FEET; THENCE SOUTH 89° 36' 31" WEST, 10.07 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE, THENCE NORTH 06° 29' 33" EAST, 116.36 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,164 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2" PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 • Phone: 319-365-9565 •

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Permanent Planning, Inc. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Permanent Planning, Inc.

X *Tony Clasen* 3-21-22 X _____
 Date Date
 By: *Tony Clasen* By: _____
 Title: *Treasurer Permanent Planning Inc.* Title: _____

State of *Iowa*)

County of *Black Hawk*)



This record was acknowledged before me on the 21 day of March,
 2022, by Tony Clasen, as Treasurer of
Permanent Planning Inc.

Brianna Keeney
 Signature of notarial officer

Stamp

[*Iowa notary*]
 Title of Office

[My commission expires: *June 2023*]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 53-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1702 MAIN STREET
 PARCEL 53

PROPERTY OWNER:

PERMANENT PLANNING, INC
 P.O. BOX 1290
 WATERLOO, IA 50704
 BOOK 571, PAGES 664-665

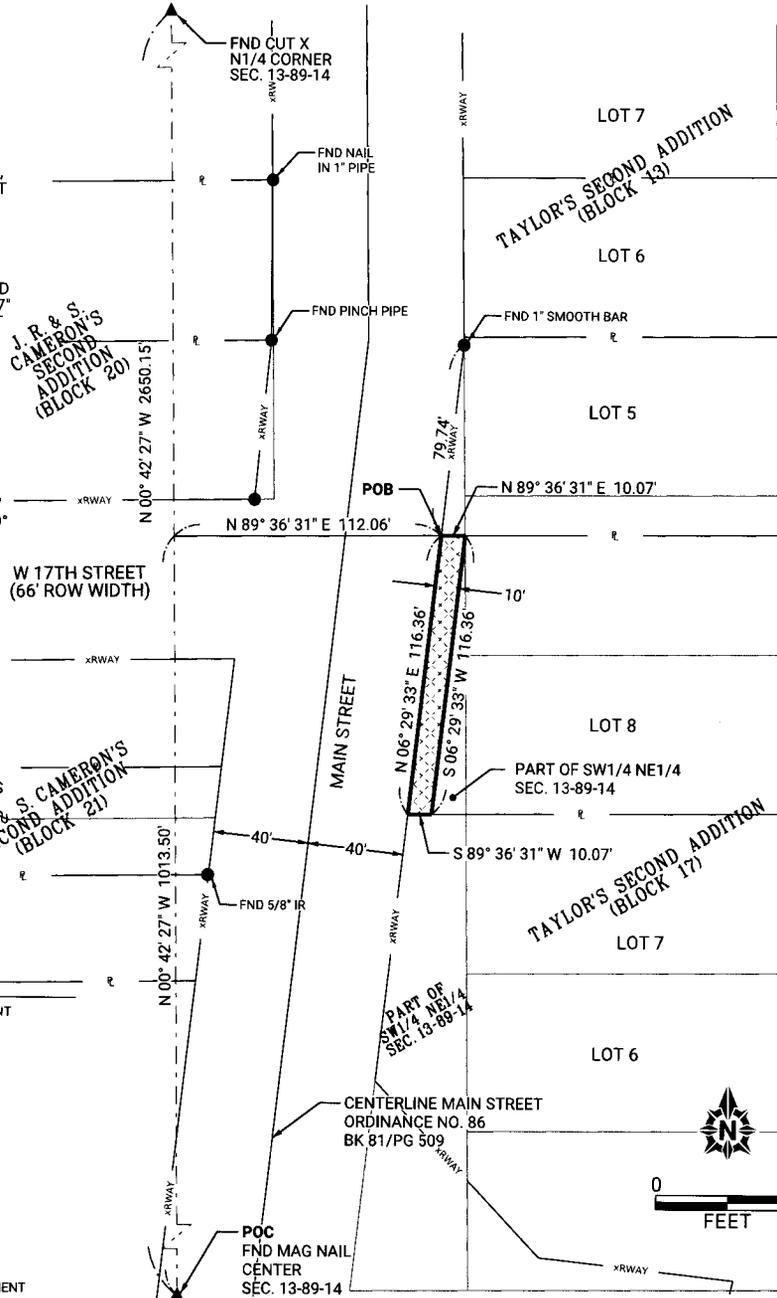
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 00° 42' 27" WEST, 1013.50 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 36' 31" EAST, 112.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 36' 31" EAST, 10.07 FEET; THENCE SOUTH 06° 29' 33" WEST, 116.36 FEET; THENCE SOUTH 89° 36' 31" WEST, 10.07 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 06° 29' 33" EAST, 116.36 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

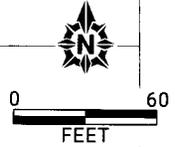
SAID TRACT CONTAINS 1,164 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1422 Main St.
Parcel Number: 73
Project Number: RC-000-3283**

**County Tax Parcel No: 891413207003
Project Name: Main Street Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Joshua Priebe and Danielle Priebe, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,405.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,405.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1,064</u>	sq. ft.	_____	\$ <u>1,405.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Joshua Priebe* 2/9/22
 Joshua Priebe Date

X *Danielle Priebe* 2-9-22
 Danielle Priebe Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 9 day of February, 2022, by Joshua Priebe, Danielle Priebe

Brian Keene
 Signature of notarial officer

June 1, 2023
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 73-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1422 MAIN STREET
 PARCEL 73

PROPERTY OWNER:

PRIEBE, JOSHUA
 PRIEBE, DANIELLE
 3719 APOLLO STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2020-00014723

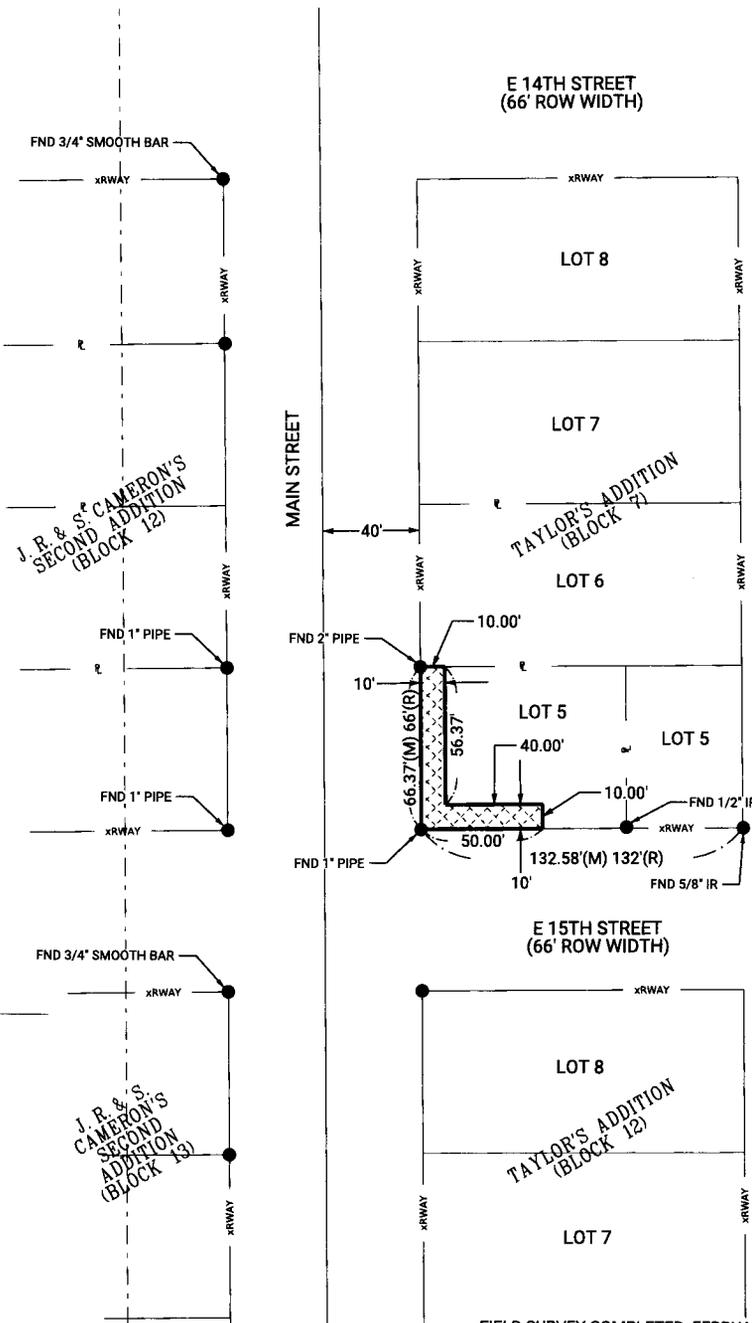
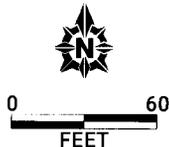
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 7 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 5, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,064 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- e - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Joshua Priebe and Danielle Priebe, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

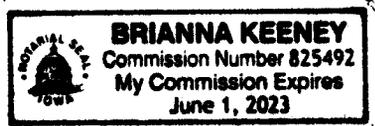
Joshua Priebe
Joshua Priebe

Danielle Priebe
Danielle Priebe

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 9 day of February,
2022, by Joshua Priebe, Danielle Priebe, Grantors.



Brianna Keeney
Signature of notarial officer

Stamp

Iowa notary
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 73-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1422 MAIN STREET
 PARCEL 73

PROPERTY OWNER:

PRIEBE, JOSHUA
 PRIEBE, DANIELLE
 3719 APOLLO STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2020-00014723

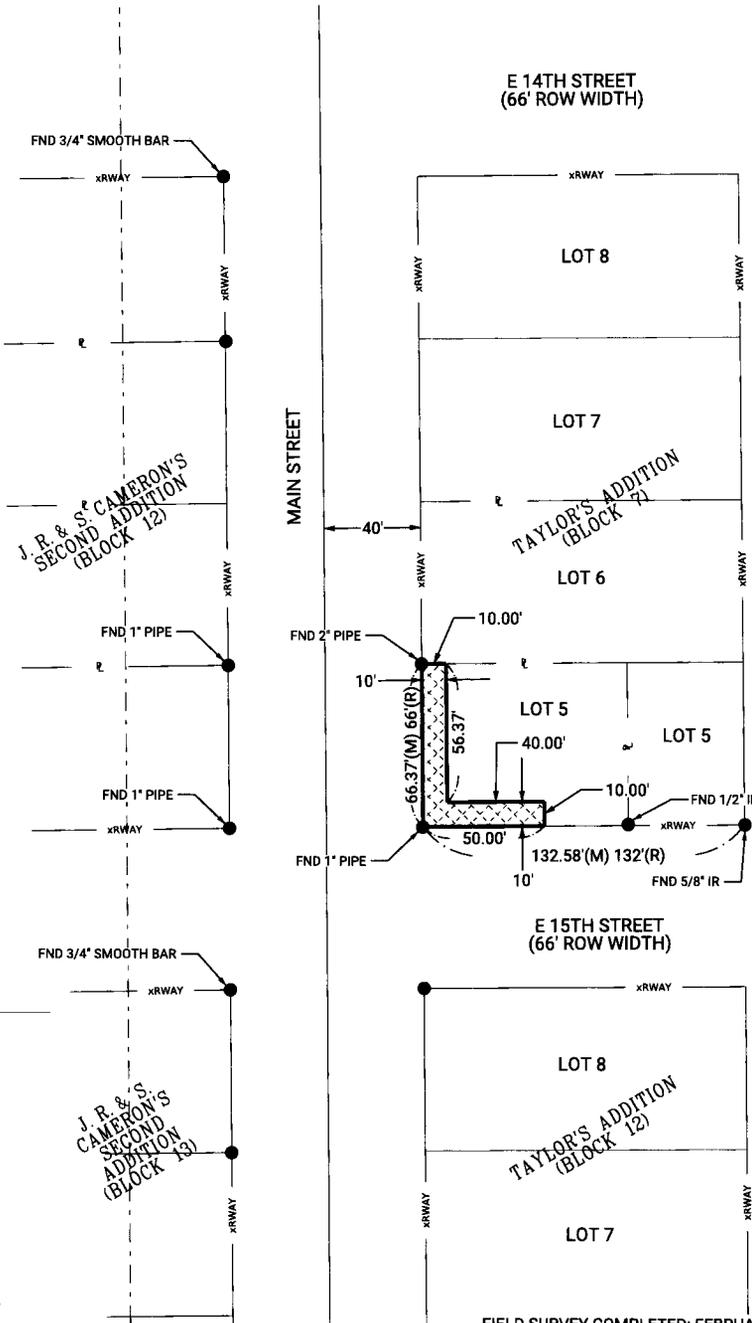
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 7 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 5, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,064 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1404 Main St.
Parcel Number: 75
Project Number: RC-000-3283**

**County Tax Parcel No: 891413207000
Project Name: Main Street Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife, Sellers, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,280.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,280.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,724</u> sq. ft.	<u>\$2,280.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Michael Bond Shymansky 3-2-22 Date X Maureen J. Turk 3-31-2022 Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 31 day of March, 2022, by Michael Bond Shymansky, Maureen J. Turk

Brianna Keeney
 Signature of notarial officer

June 1, 2023
 Commission Expires

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Brock James Shymansky 3/14/22
Brock James Shymansky Date

X Julie Ann S. Shymansky 3/16/22
Julie Ann S. Shymansky Date

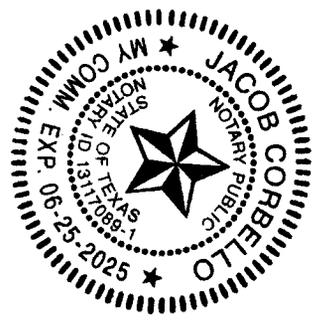
State of Texas

County of Baylor

This record was acknowledged before me on the 16 day of March, 2022, by Brock James Shymansky AND Julie Ann S. Shymansky.

J. m. c.
Signature of notarial officer

06/25/2025
Commission Expires



SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X James Andrew Shymansky
James Andrew Shymansky Date 3-11-2022

X Teresa G. Shymansky 3/11/22
Teresa G. Shymansky Date

State of Iowa

County of Johnson

This record was acknowledged before me on the 11th day of March, 2022, by

~~Bridgette Gruenberg~~ James and Teresa Shymansky

Bridgette Gruenberg
Signature of notarial officer

12/22/23
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 75-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 75

PROPERTY OWNER:

SHYMANSKY, MICHAEL BOND
 SHYMANSKY, BROCK JAMES
 SHYMANSKY, JAMES ANDREW
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-00001905

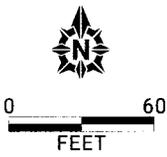
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, BLOCK 7 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOTS 7 & 8 AND THE NORTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 8, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

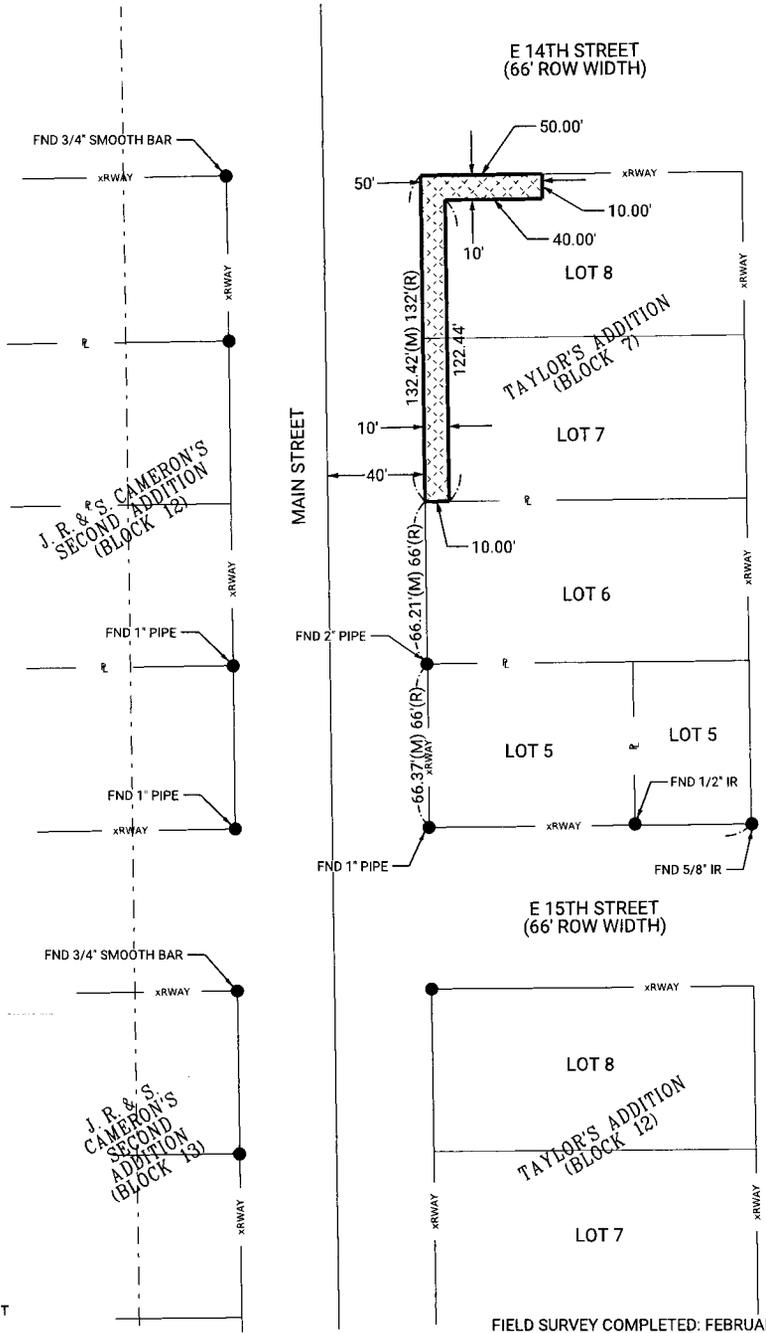
SAID TRACT CONTAINS 1,724 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

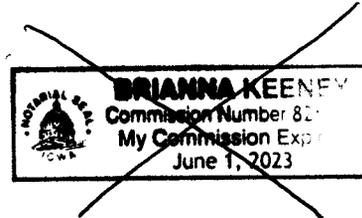
GRANTORS:

[Signature]
Michael Bond Shymansky

[Signature]
Maureen J. Turk

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 31 day of March, 2022, by Michael Bond Shymansky, Maureen J. Turk, Grantors.



[Signature]
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June 1, 2023]

GRANTORS:

[Signature]
Brock James Shymansky

[Signature]
Julie Ann S. Shymansky

State of Texas)

County of Beta)

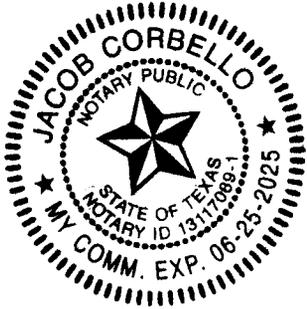
This record was acknowledged before me on the 16 day of March, 2022, by Brock James Shymansky AND Julie Ann S. Shymansky Grantors.

[Signature]
Signature of notarial officer

Stamp

[Notary Public]
Title of Office

[My commission expires: 06-25-2025]



GRANTORS:

X James Andrew Shymansky 3-11-2022
James Andrew Shymansky

X Teresa G. Shymansky 3/11/22
Teresa G. Shymansky

State of Iowa)

County of Johnson)

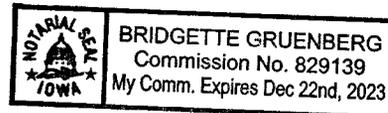
This record was acknowledged before me on the 11th day of March,
2022 by Bridgette Gruenberg, James and Teresa Shymansky Grantors.

Bridgette Gruenberg
Signature of notarial officer

Stamp

[Client Consultant]
Title of Office

[My commission expires: 12/22/23]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 75-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 75

PROPERTY OWNER:

SHYMANSKY, MICHAEL BOND
 SHYMANSKY, BROCK JAMES
 SHYMANSKY, JAMES ANDREW
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-00001905

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, BLOCK 7 OF TAYLOR'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 2 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOTS 7 & 8 AND THE NORTH 10.00 FEET OF THE WEST 50.00 FEET OF LOT 8, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

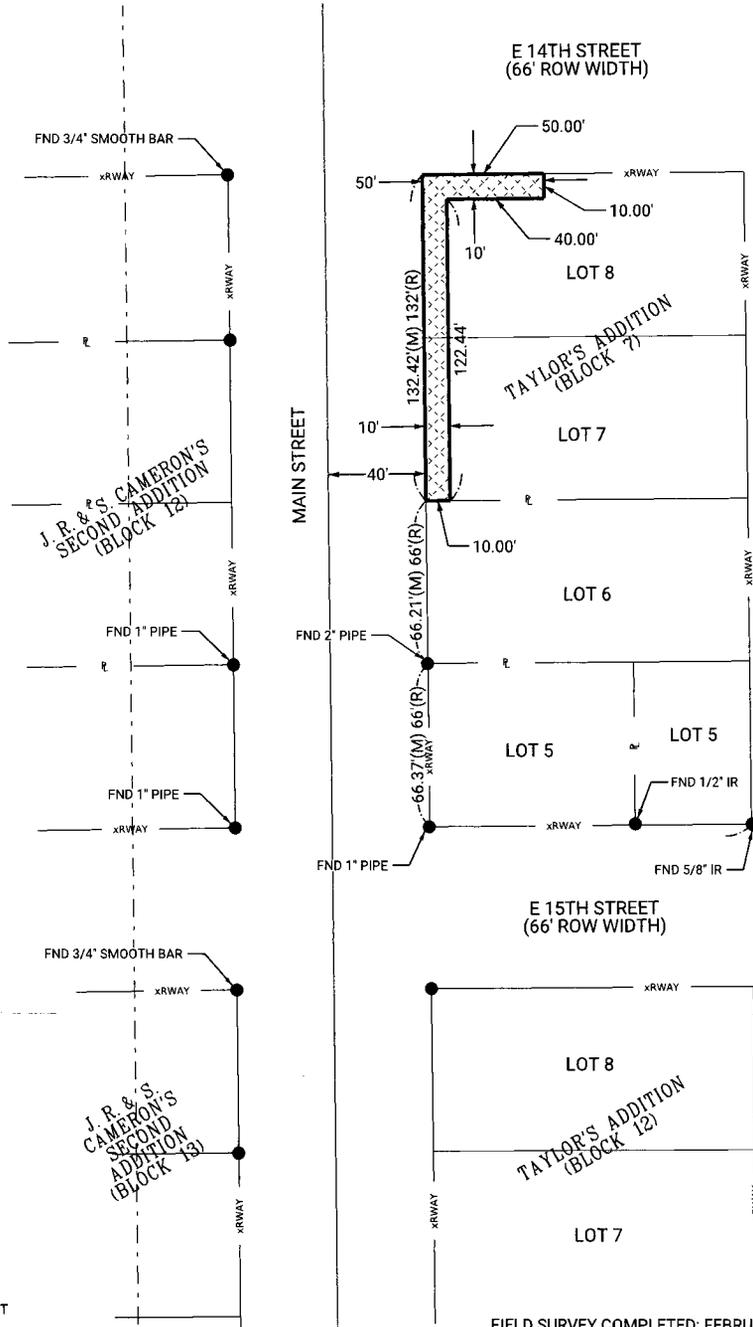
SAID TRACT CONTAINS 1,724 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" FERROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 902 Main St.
Parcel Number: 116
Project Number: RC-000-3283**

**County Tax Parcel No: 891412452009
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between First Presbyterian Church of Cedar Falls, Iowa, Seller, and the City of Cedar Falls, Iowa,
Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,510.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,510.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	<u>3,442</u>	sq. ft.		<u>\$5,510.00</u>
Permanent Easement	_____	sq. ft.		\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

First Presbyterian Church of Cedar Falls, Iowa

x Neil Leeper 2/3/22
Date

X _____
Date

By: _____

By: _____

Title: PRESIDENT

Title: _____

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 3rd day of February, 2022, by Neil Leeper as president of First Presbyterian Church of Cedar Falls

Brianna Keeny
Signature of notarial officer

June 1, 2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 116-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 116

PROPERTY OWNER:

FIRST PRESBYTERIAN CHURCH
902 MAIN STREET
CEDAR FALLS, IA 50613

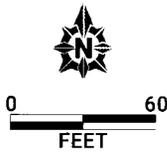
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN BLOCK 14 OF E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE NORTH 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF BLOCK 14 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

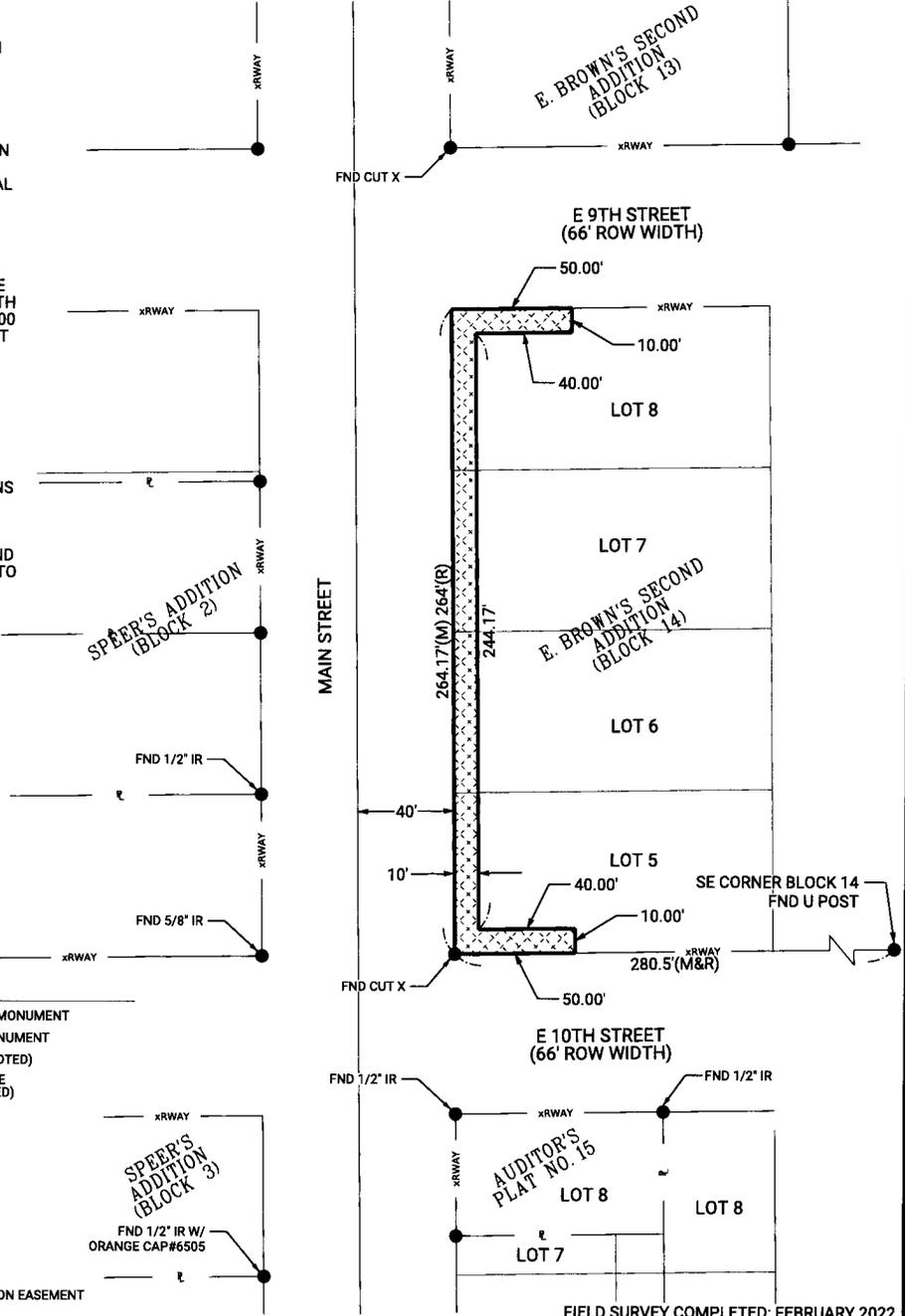
SAID TRACT CONTAINS 3.442 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20 __, by First Presbyterian Church of Cedar Falls, Iowa ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

First Presbyterian Church of Cedar Falls, Iowa

X R. Neal Leeper 2/3/22
Date

X _____
Date

By: _____

By: _____

Title: PRESIDENT

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 3rd day of February,
2022, by Neal Leeper, as president of
First Presbyterian Church of Cedar Falls.



Brianna Keeney
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 116-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 116

PROPERTY OWNER:

FIRST PRESBYTERIAN CHURCH
 902 MAIN STREET
 CEDAR FALLS, IA 50613

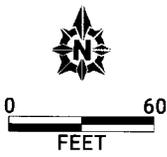
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN BLOCK 14 OF E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE NORTH 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF BLOCK 14 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

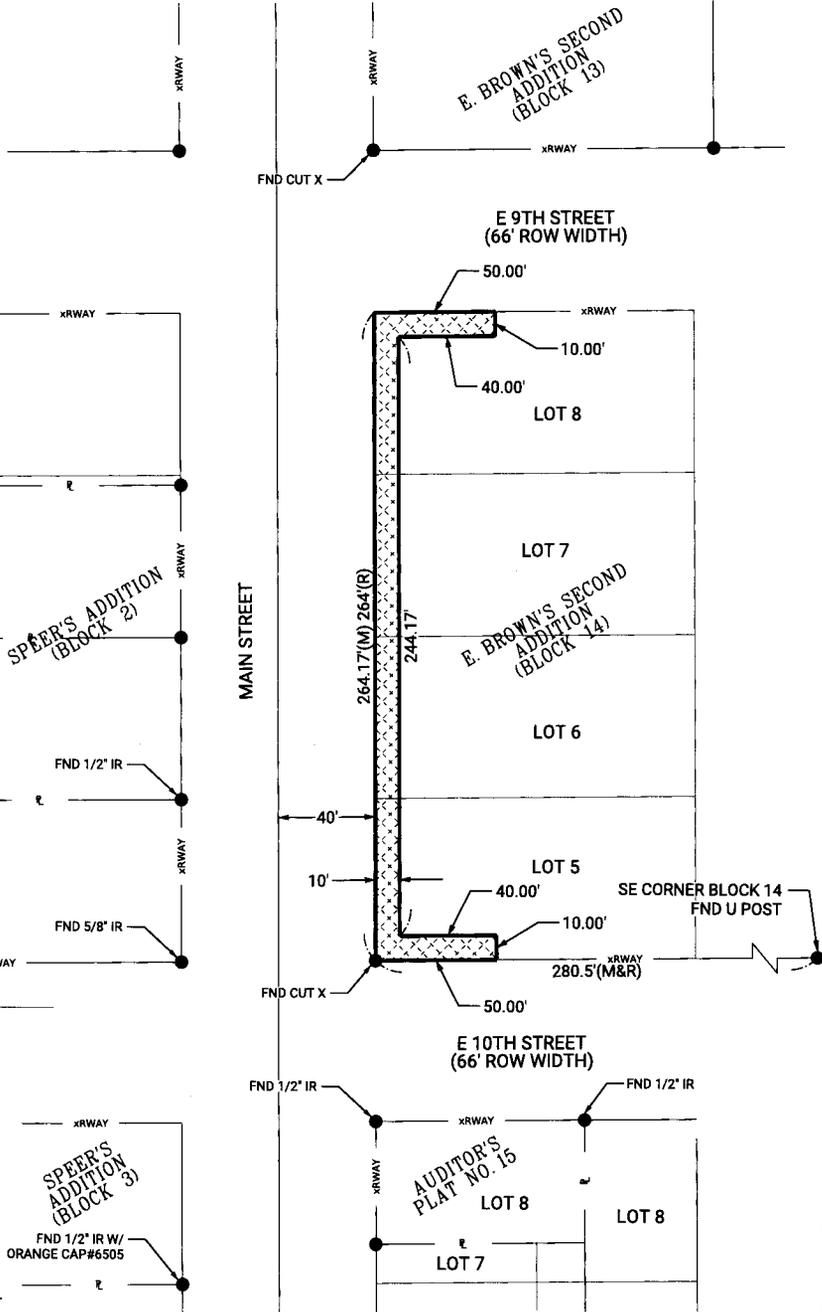
SAID TRACT CONTAINS 3,442 SQUARE FEET OR 0.08 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 824 Main St.
Parcel Number: 122
Project Number: RC-000-3283

County Tax Parcel No: 891412451008
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,405.00	on possession and conveyance	60 days after Buyer approval
\$ 1,405.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	1,063	sq. ft.	\$1,405.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *[Signature]* 3-2-22
 Michael Bond Shymansky Date

X *[Signature]* 3-31-2022
 Maureen J. Turk Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 31 day of March, 2022, by
Michael Bond Shymansky, Maureen J. Turk

[Signature]
 Signature of notarial officer

June 1, 2023
 Commission Expires

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X	<u><i>Brock James Shymansky</i></u>	<u>3/16/22</u>	X	<u><i>Julie Ann S. Shymansky</i></u>	<u>3/16/22</u>
	Brock James Shymansky	Date		Julie Ann S. Shymansky	Date

State of *Texas*
 County of *Bexar*

This record was acknowledged before me on the *16* day of *March*, 202*2*, by
Brock James Shymansky AND Julie Ann S. Shymansky

J. Corbello
 Signature of notarial officer

06-25-2025
 Commission Expires



SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

~~x James Andrew Shymansky~~ 3/11/22 ~~x Teresa G. Shymansky~~ 3/11/22
James Andrew Shymansky Date Teresa G. Shymansky Date

State of Iowa

County of Johnson

This record was acknowledged before me on the 11th day of March, 2022 by

~~Bridgette Gruenberg James and Teresa Shymansky~~

Bridgette Gruenberg
Signature of notarial officer

12/22/23
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsens, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 122-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 824 MAIN STREET
 PARCEL 122

PROPERTY OWNER:

SHYMANSKY, MICHAEL B.
 SHYMANSKY, BROCK J.
 SHYMANSKY, JAMES A.
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-00002006

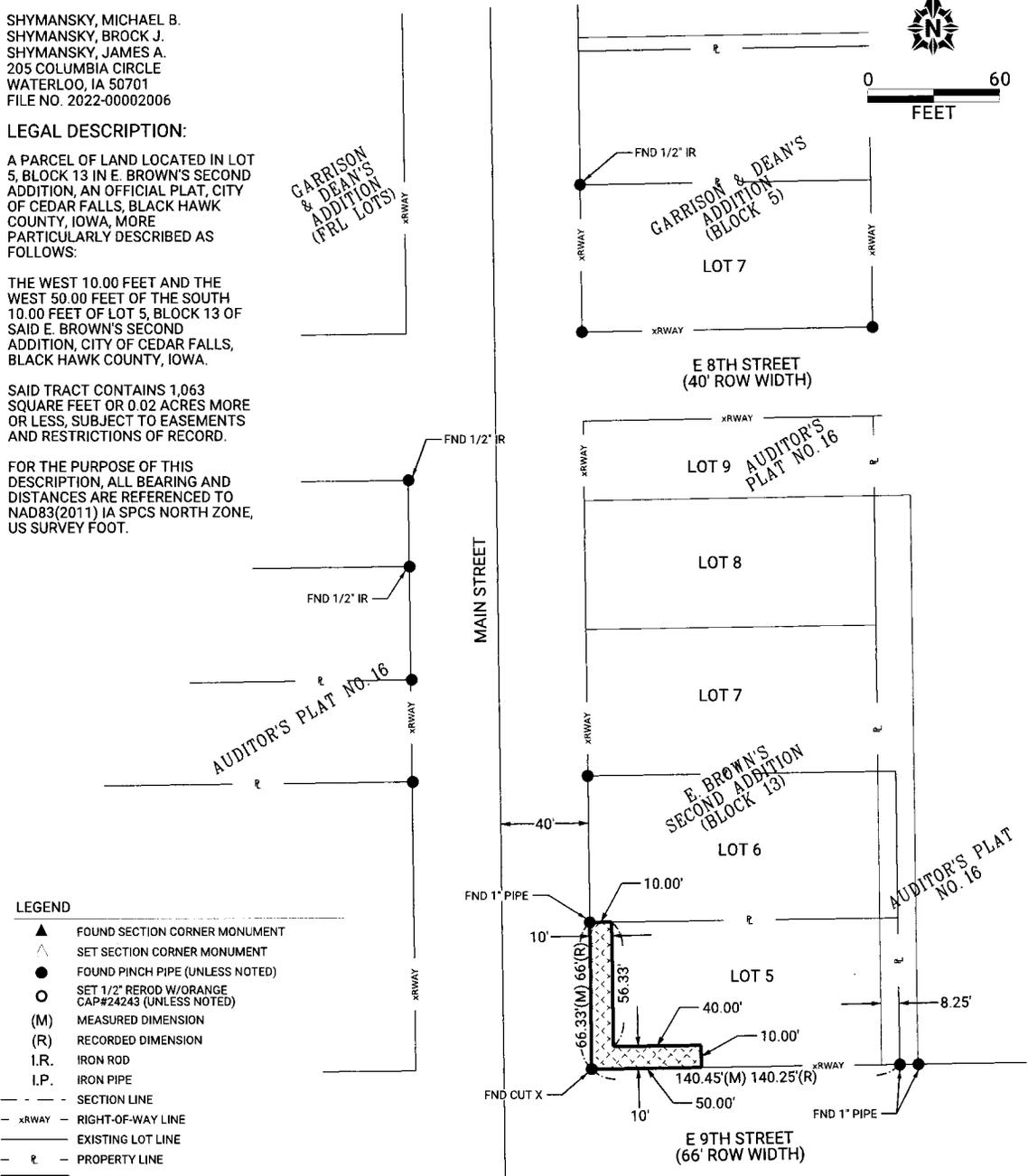
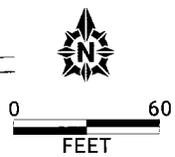
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 13 IN E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5, BLOCK 13 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,063 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND PINCH PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - e - PROPERTY LINE
 - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20____, by Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X *[Signature]*
Michael Bond Shymansky

X *[Signature]*
Maureen J. Turk

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 31 day of March,
2022, by Michael Bond Shymansky, Maureen J. Turk, Grantors.

[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]

Grantor:

X Brock James Shymansky 3/16/22
Brock James Shymansky Date

X Julie Ann S. Shymansky 3/16/22
Julie Ann S. Shymansky Date

State of Texas)

County of Baker)

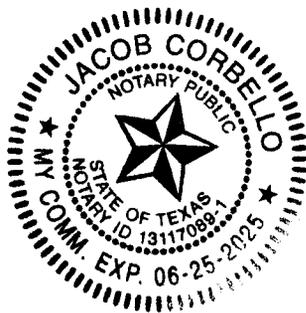
This record was acknowledged before me on the 16 day of March,
2022, by Brock James Shymansky AND Julie Ann S. Shymansky

J. Webb
Signature of notarial officer

Stamp

[Notary Public]
Title of Office

[My commission expires: 06-25-2025]



GRANTORS:

James Andrew Shymansky 3-11-2022 Teresa G. Shymansky 3/11/22
James Andrew Shymansky Teresa G. Shymansky

State of Iowa)

County of Johnson)

This record was acknowledged before me on the 11th day of March,
2022 by Bridgette Gruenberg, James and Teresa Shymansky grantors.

Bridgette Gruenberg
Signature of Notarial officer

Stamp

[Client Consultant]
Title of Office

[My commission expires: 12/22/23]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 122-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 824 MAIN STREET
 PARCEL 122

PROPERTY OWNER:

SHYMANSKY, MICHAEL B.
 SHYMANSKY, BROCK J.
 SHYMANSKY, JAMES A.
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-00002006

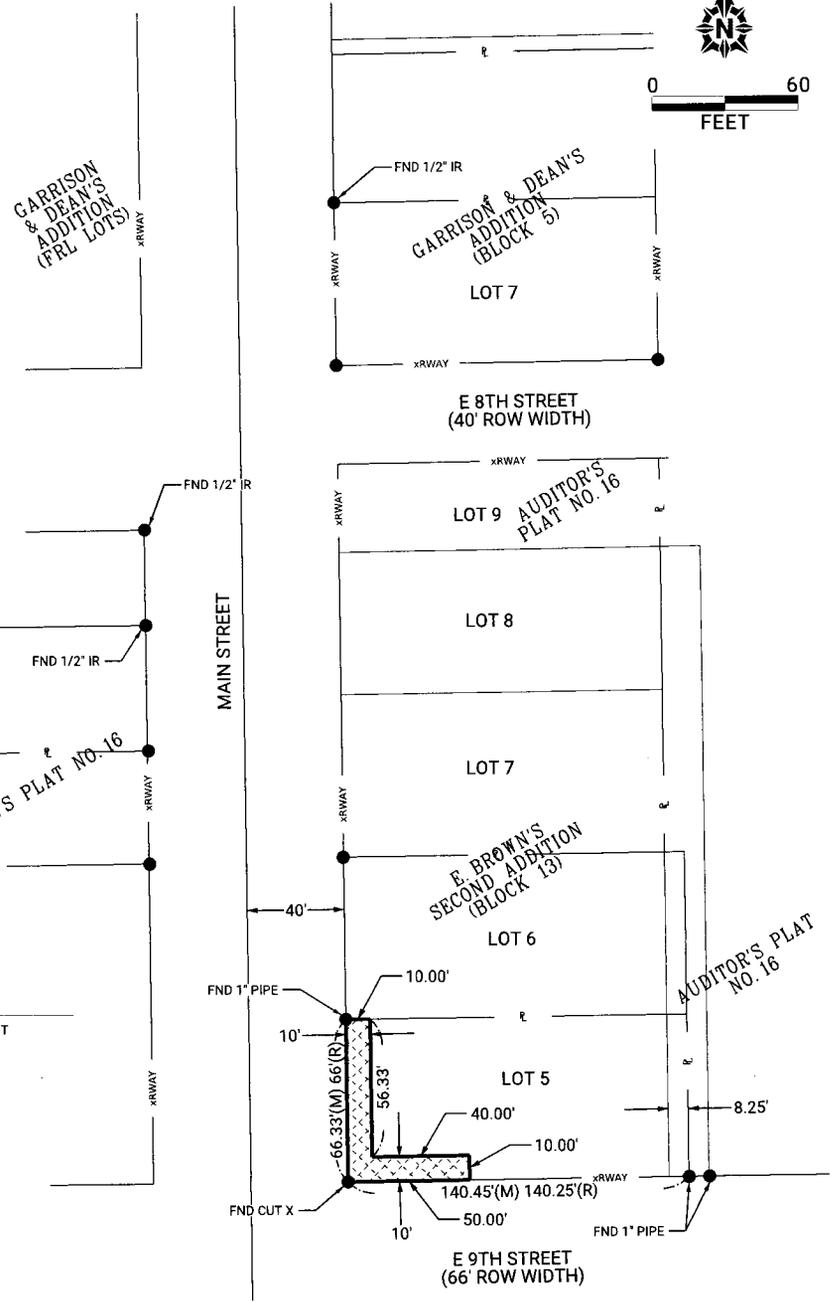
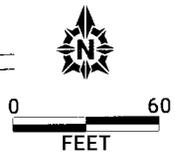
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5, BLOCK 13 IN E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5, BLOCK 13 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,063 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



SHEET
 1 OF 1

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 816 Main St.
Parcel Number: 123
Project Number: RC-000-3283

County Tax Parcel No: 891412451009
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,750.00	on possession and conveyance	60 days after Buyer approval
\$ 1,750.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1323 sq. ft.	\$1,750.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

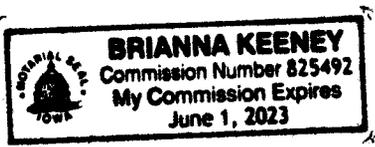
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *[Signature]* 3/2/22
 Michael Bond Shymansky Date

X *[Signature]* 3-31-2022
 Maureen J. Turk Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 31 day of March, 2022, by
Michael Bond Shymansky, Maureen J. Turk

[Signature]
 Signature of notarial officer

June 1, 2023
 Commission Expires

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *[Signature]* 3/14/22
Brock James Shymansky Date

X *[Signature]* 3/16/22
Julie Ann S. Shymansky Date

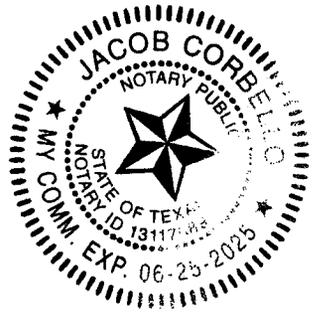
State of Texas

County of Brewer

This record was acknowledged before me on the 16 day of March, 2022 by Brock James Shymansky AND Julie ANN S. Shymansky

[Signature]
Signature of notarial officer

06-25-2025
Commission Expires



SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X James Andrew Shymansky 3-11-2022
James Andrew Shymansky Date

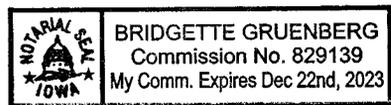
X Teresa G. Shymansky 3/11/22
Teresa G. Shymansky Date

State of Iowa
County of Johnson

This record was acknowledged before me on the 11th day of March, 2022, by Bridgette Gruenberg, James and Teresa Shymansky.

Bridgette Gruenberg
Signature of notarial officer

12-22-23
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 123-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 816 MAIN STREET
 PARCEL 123

PROPERTY OWNER:

SHYMANSKY, MICHAEL B.
 SHYMANSKY, BROCK J.
 SHYMANSKY, JAMES A.
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-0002012

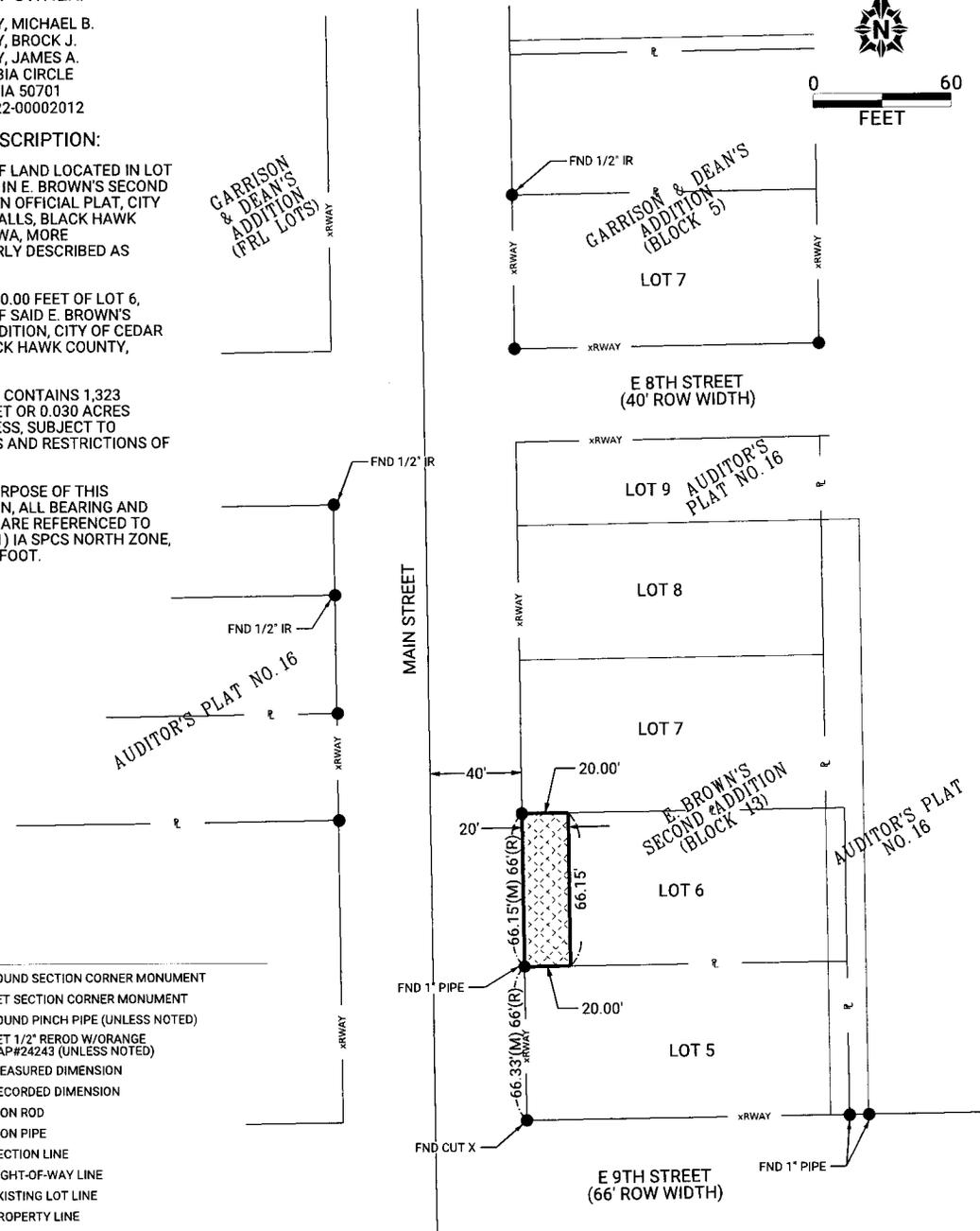
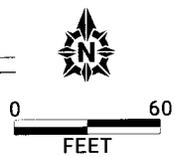
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 13 IN E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET OF LOT 6, BLOCK 13 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,323 SQUARE FEET OR 0.030 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of _____, 20___, by Michael Bond Shymansky and Maureen J. Turk, his wife, Brock James Shymansky and Julie Ann S. Shymansky, his wife, and James Andrew Shymansky and Teresa G. Shymansky, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

X [Signature] 3-2-22
Michael Bond Shymansky Date

X [Signature] 3-31-2022
Maureen J. Turk Date

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 31 day of March,
2022, by Michael Bond Shymansky, Maureen J. Turk

[Signature]
Signature of notarial officer



Stamp
Iowa Notary
Title of Office

[My commission expires: June 2023]

GRANTORS:

X *Brock Shymansky*
Brock James Shymansky

X *Julie Ann S. Shymansky*
Julie Ann S. Shymansky

State of *Texas*)

County of *Betar*)

This record was acknowledged before me on the *16* day of *March*,
202*4* by *Brock James Shymansky AND Julie Ann S. Shymansky*, Grantors.

J. M.
Signature of notarial officer

Stamp

[*Notary Public*]
Title of Office

[My commission expires: *06-25-2025*]



Grantor:

X James Andrew Shymansky 3-11-2022
James Andrew Shymansky Date

X Teresa G. Shymansky 3/11/22
Teresa G. Shymansky Date

State of Iowa)

County of Johnson)

This record was acknowledged before me on the 11th day of March
2022, by Bridgette Gruenberg, James and Teresa Shymansky

Bridgette Gruenberg
Signature of Notarial officer

Stamp

[Client Consultant]
Title of Office

[My commission expires: 12/22/23]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 123-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 816 MAIN STREET
 PARCEL 123

PROPERTY OWNER:

SHYMANSKY, MICHAEL B.
 SHYMANSKY, BROCK J.
 SHYMANSKY, JAMES A.
 205 COLUMBIA CIRCLE
 WATERLOO, IA 50701
 FILE NO. 2022-00002012

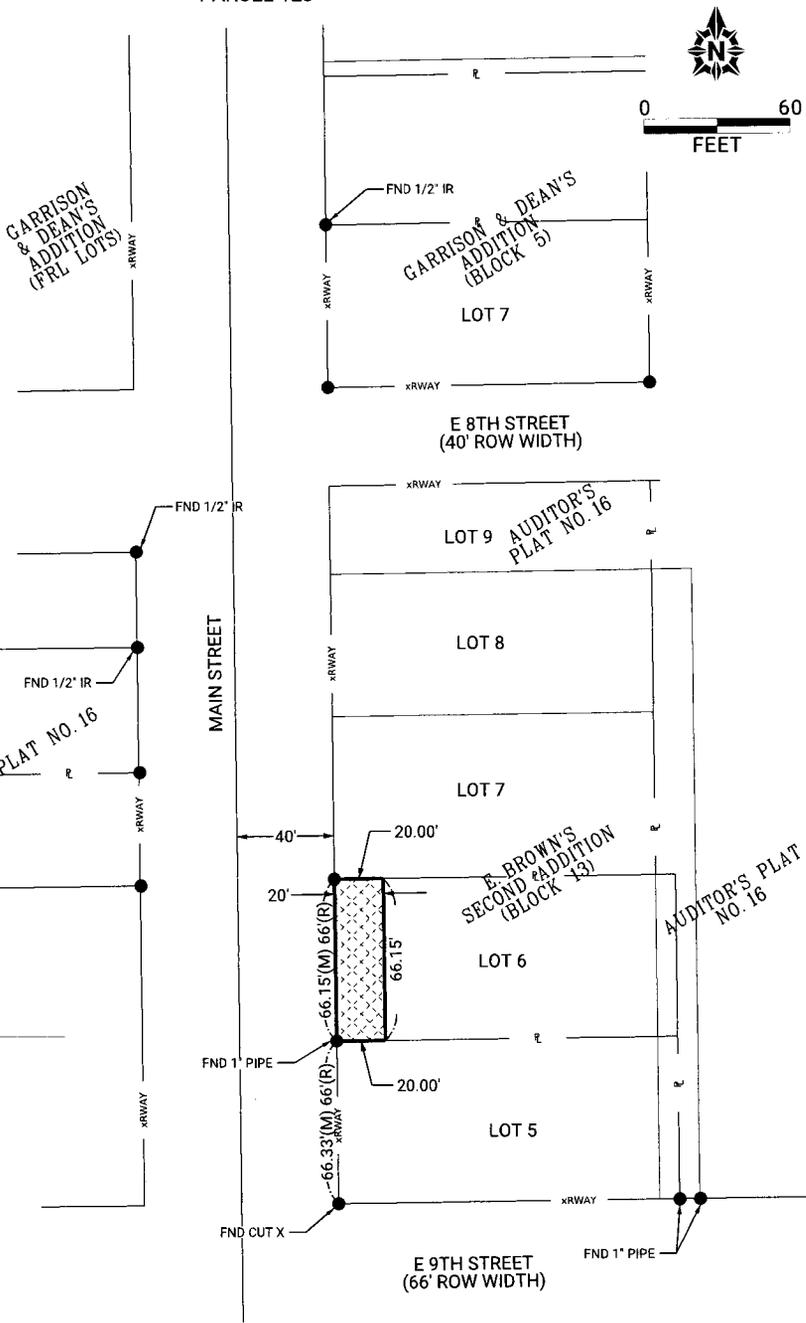
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 13 IN E. BROWN'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET OF LOT 6, BLOCK 13 OF SAID E. BROWN'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,323 SQUARE FEET OR 0.030 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 720 Main St.
Parcel Number: 130
Project Number: RC-000-3283**

**County Tax Parcel No: 891412409016
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__,
by and between DEV Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Fee Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,710.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,710.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>43</u> sq. ft.	<u>\$360.00</u>
Underlying Fee Title	_____ sq. ft.	<u>\$</u>
Temporary Easement	<u>1,019</u> sq. ft.	<u>\$1,350.00</u>
Permanent Easement	_____ sq. ft.	<u>\$</u>
Buildings		<u>\$</u>
Other		<u>\$</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

DEV Properties, LLC

X *[Signature]* 3/15/22 Date

By: Eashaan Vajpeyi

Title: Manager

State of Iowa

County of Black Hawk

X _____ Date

By: _____

Title: _____



This record was acknowledged before me on the 15 day of March, 2022, by Eashaan vajpeyi as Manager of DEV Properties LLC.

[Signature]
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 130-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 720 MAIN STREET
 PARCEL 130

PROPERTY OWNER:

DEV PROPERTIES, LLC
 3831 CONVAIR LANE
 CEDAR FALLS, IA 50613
 FILE NO. 2014-00014594

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED LOT 7, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 5, THENCE NORTH 89° 09' 00" EAST, 10.00 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 00° 33' 54" EAST, 56.19 FEET; THENCE NORTH 89° 09' 00" EAST, 40.00 FEET; THENCE SOUTH 00° 51' 00" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 8TH STREET; THENCE SOUTH 89° 09' 00" WEST, 35.37 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 68° 52' 57" WEST, 15.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 33' 54" WEST, 60.28 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,019 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

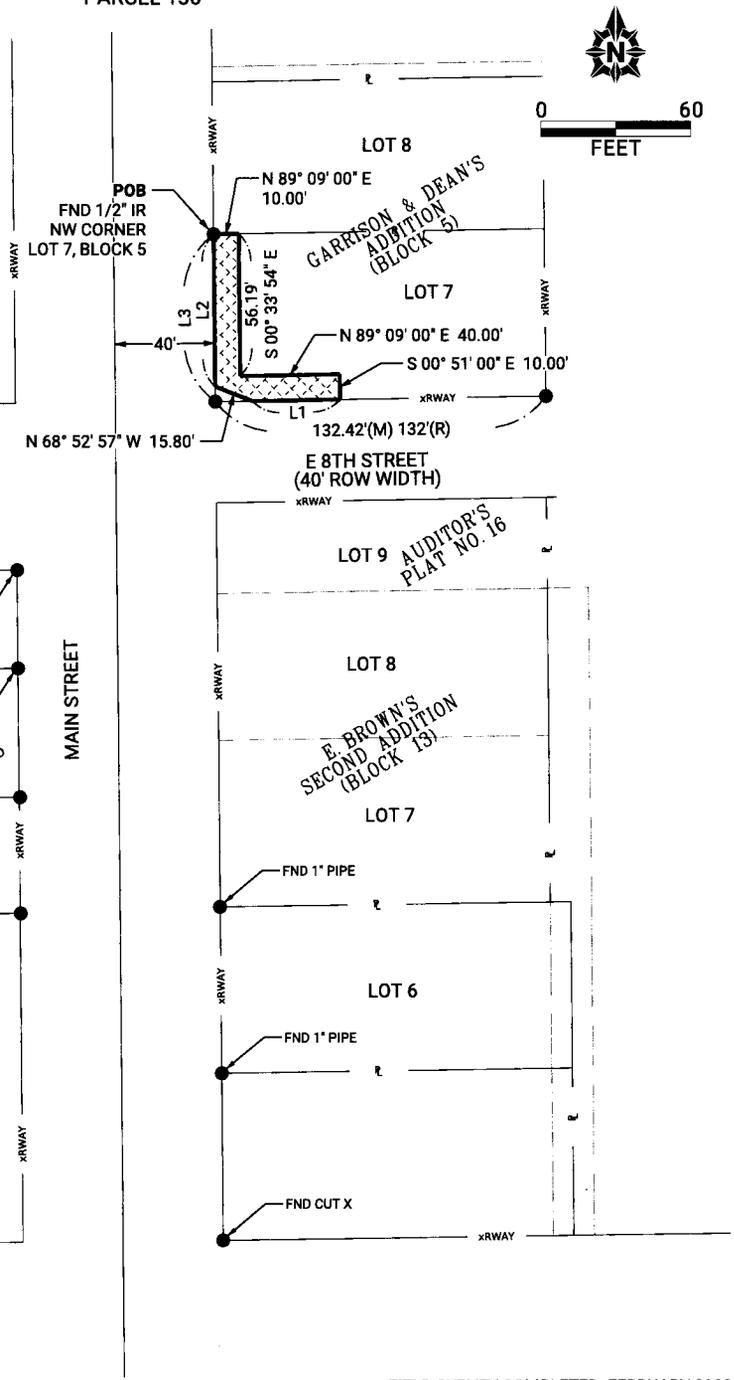
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

AUDITOR'S PLAT NO. 16

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.37'	S89°09'00"W
L2	60.28'	N00°33'54"W
L3(M)	66.19'	N00°33'54"W
L3(R)	66'	-

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by DEV Properties, LLC (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

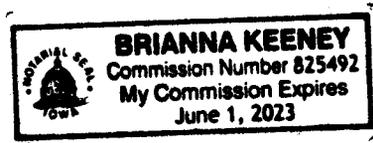
Grantor:

DEV Properties, LLC

[Signature] 3/15/22
Date
By: Eashaan Vaipayi
Title: Manager

X _____
Date
By: _____
Title: _____

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 15 day of March,
2022, by Eashaan Vaipayi, as Manager of
DEV Properties LLC.

[Signature]
Signature of notarial officer

Stamp

Iowa Notary
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 130-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 720 MAIN STREET
 PARCEL 130

PROPERTY OWNER:

DEV PROPERTIES, LLC
 3831 CONVAIR LANE
 CEDAR FALLS, IA 50613
 FILE NO. 2014-00014594

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED LOT 7, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 5, THENCE NORTH 89° 09' 00" EAST, 10.00 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 00° 33' 54" EAST, 56.19 FEET; THENCE NORTH 89° 09' 00" EAST, 40.00 FEET; THENCE SOUTH 00° 51' 00" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 8TH STREET; THENCE SOUTH 89° 09' 00" WEST, 35.37 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 68° 52' 57" WEST, 15.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 33' 54" WEST, 60.28 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

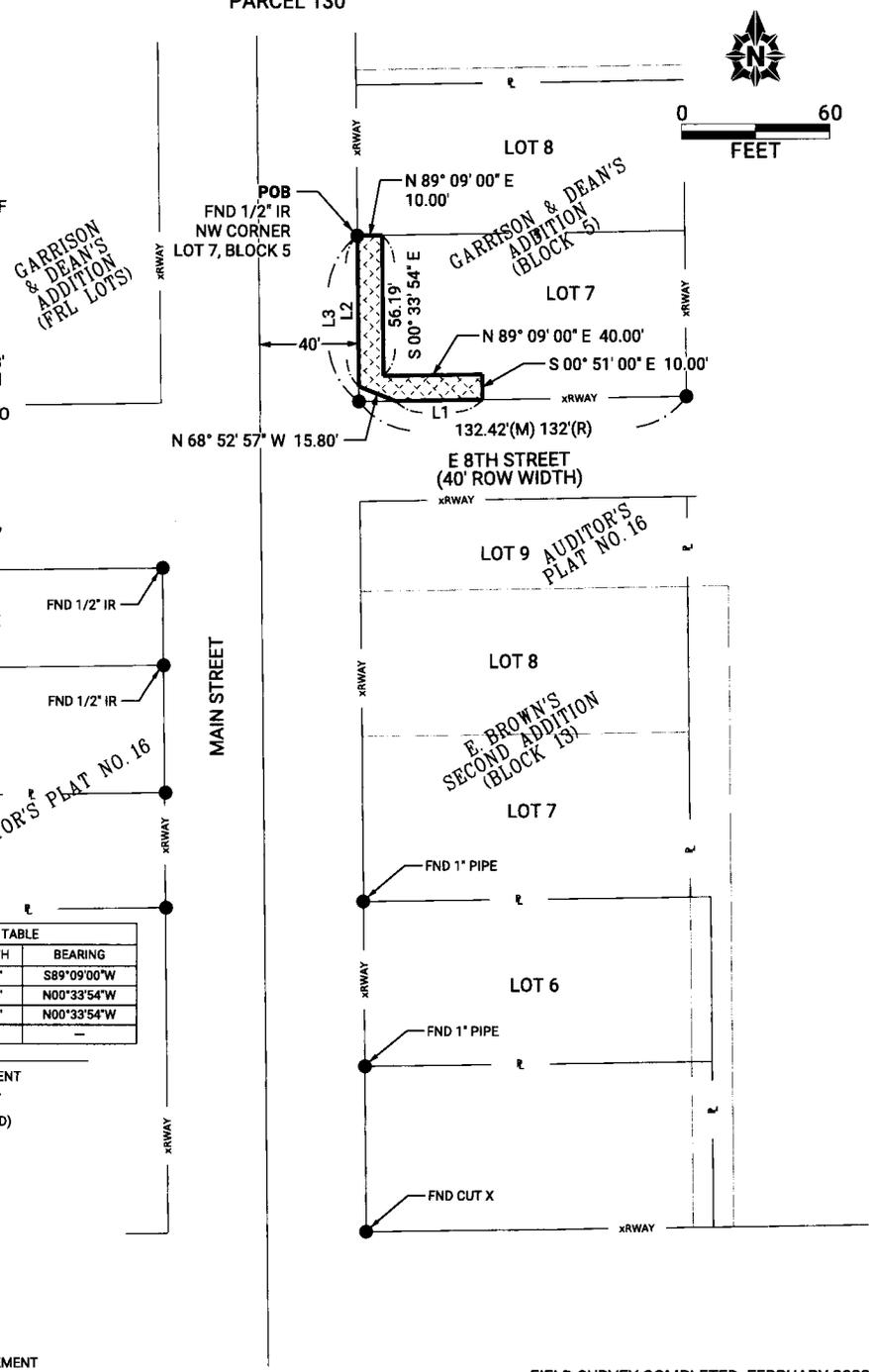
SAID TRACT CONTAINS 1,019 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.37'	S89°09'00"W
L2	60.28'	N00°33'54"W
L3(M)	66.19'	N00°33'54"W
L3(R)	66'	-

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 706 and 710 Main St. **County Tax Parcel No:** 891412409013 & 891412409015
Parcel Number: 132 A **Project Name:** Main Street Reconstruction
Project Number: RC-000-3283

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Wyth Flats, LLC, a limited liability company organized and existing under the laws of Iowa, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>530.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>530.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>401</u> sq. ft.	<u>\$530.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

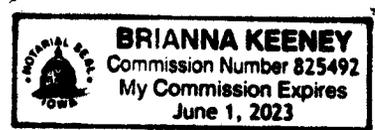
SELLER:

Wyth Flats, LLC

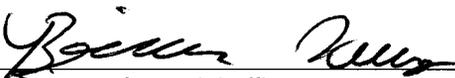
X  3/9/22
 By: Brian Wingert Date
 Title: member

X _____
 By: _____ Date
 Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert as member of Wyth Flats LLC.


 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 132-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 706, 708, 710, 712 MAIN STREET
 PARCEL 132

PROPERTY OWNER:

WYTH FLATS, LLC
 201 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2022-00014591
 FILE NO. 2022-00014591

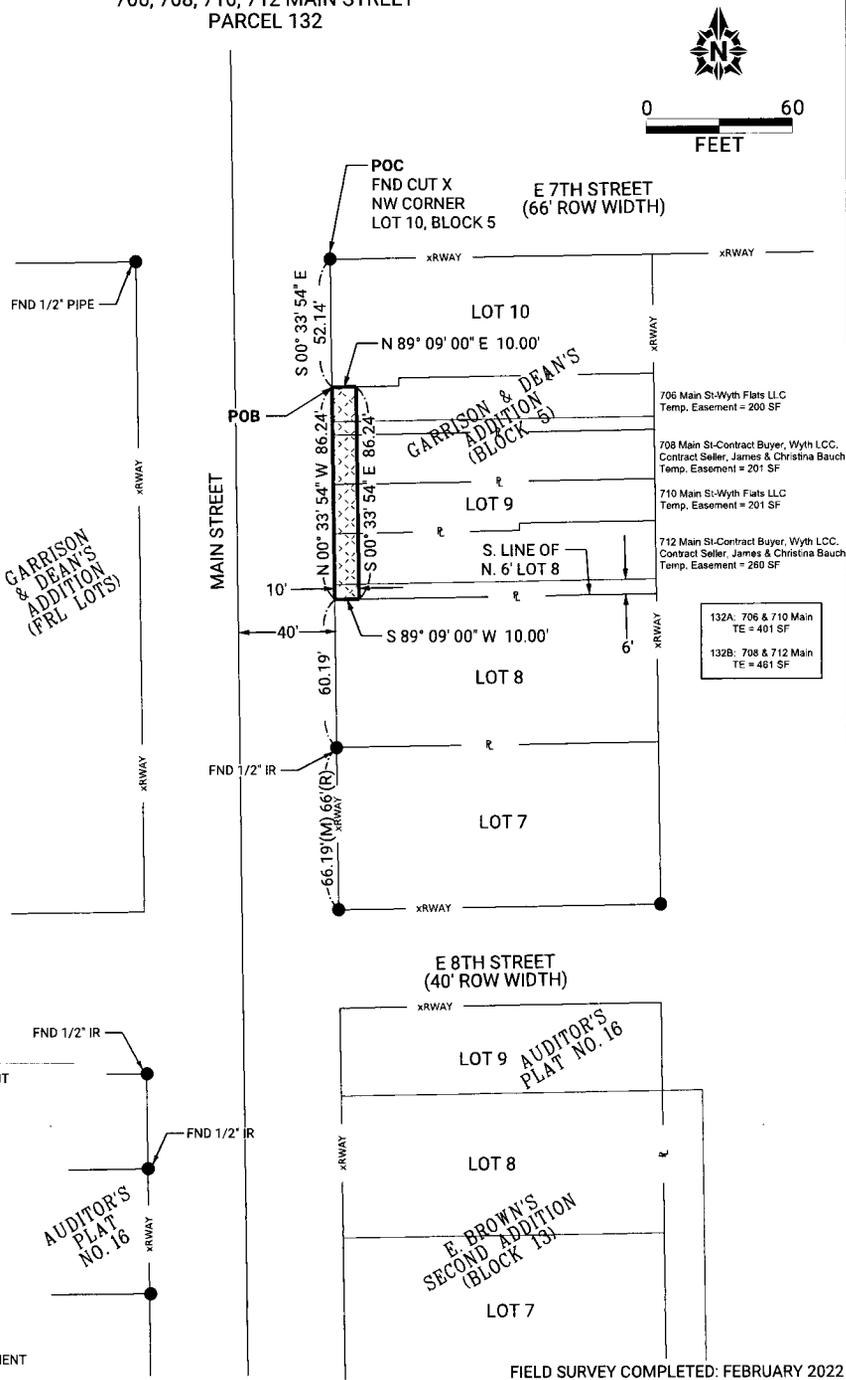
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 8, 9 & 10, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE SOUTH 00° 33' 54" EAST, 52.14 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING, THENCE NORTH 89° 09' 00" EAST, 10.00 FEET; THENCE SOUTH 00° 33' 54" EAST, 86.24 FEET TO THE SOUTH LINE OF THE NORTH 6.00 FEET OF SAID LOT 8; THENCE SOUTH 89° 09' 00" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 33' 54" WEST, 86.24 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 862 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- r- PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT

132A: 706 & 710 Main TE = 401 SF
 132B: 708 & 712 Main TE = 461 SF

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Wyth Flats, LLC, a limited liability company organized and existing under the laws of Iowa (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Wyth Flats, LLC

[Signature] 3/9/22
Date

By: Brian Wingert

Title: member

_____ Date

By: _____

Title: _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 9 day of March,
2022, by Brian Wingert, as member of
Wyth Flats LLC.



[Signature]
Signature of notarial officer

Stamp

[Iowa notary]
Title of Office

[My commission expires: June, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 708 and 712 Main St. County Tax Parcel No: 891412409012 & 891412409014
Parcel Number: 132 B Project Name: Main Street Reconstruction
Project Number: RC-000-3283

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between James C. Bauch and Christina B. Bauch, husband and wife, Contract Sellers, and Wyth
Flats, LLC, an Iowa limited liability company, Contract Buyer, Seller, and the City of Cedar Falls, Iowa,
Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 610.00	on possession and conveyance	60 days after Buyer approval
\$ 610.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	461 sq. ft.	\$610.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

James C. Bauch 4-7-22 Christina B. Bauch 4/7/22
 James C. Bauch, Contract Seller Date Christina B. Bauch, Contract Seller Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 7 day of April, 2022, by
James C. Bauch, Christina B. Bauch

Brianna Keeney
 Signature of notarial officer

June 1, 2023
 Commission Expires

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Wyth Flats, LLC, Contract Buyer

X [Signature] 3/4/22
Date

By: Brian Wingert

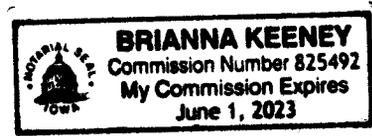
Title: member

X _____
Date

By: _____

Title: _____

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert as member of Wyth Flats LLC.

[Signature]
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 132-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 706, 708, 710, 712 MAIN STREET
 PARCEL 132

PROPERTY OWNER:

WYTH FLATS, LLC
 201 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2022-00014591
 FILE NO. 2022-00014595

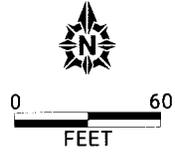
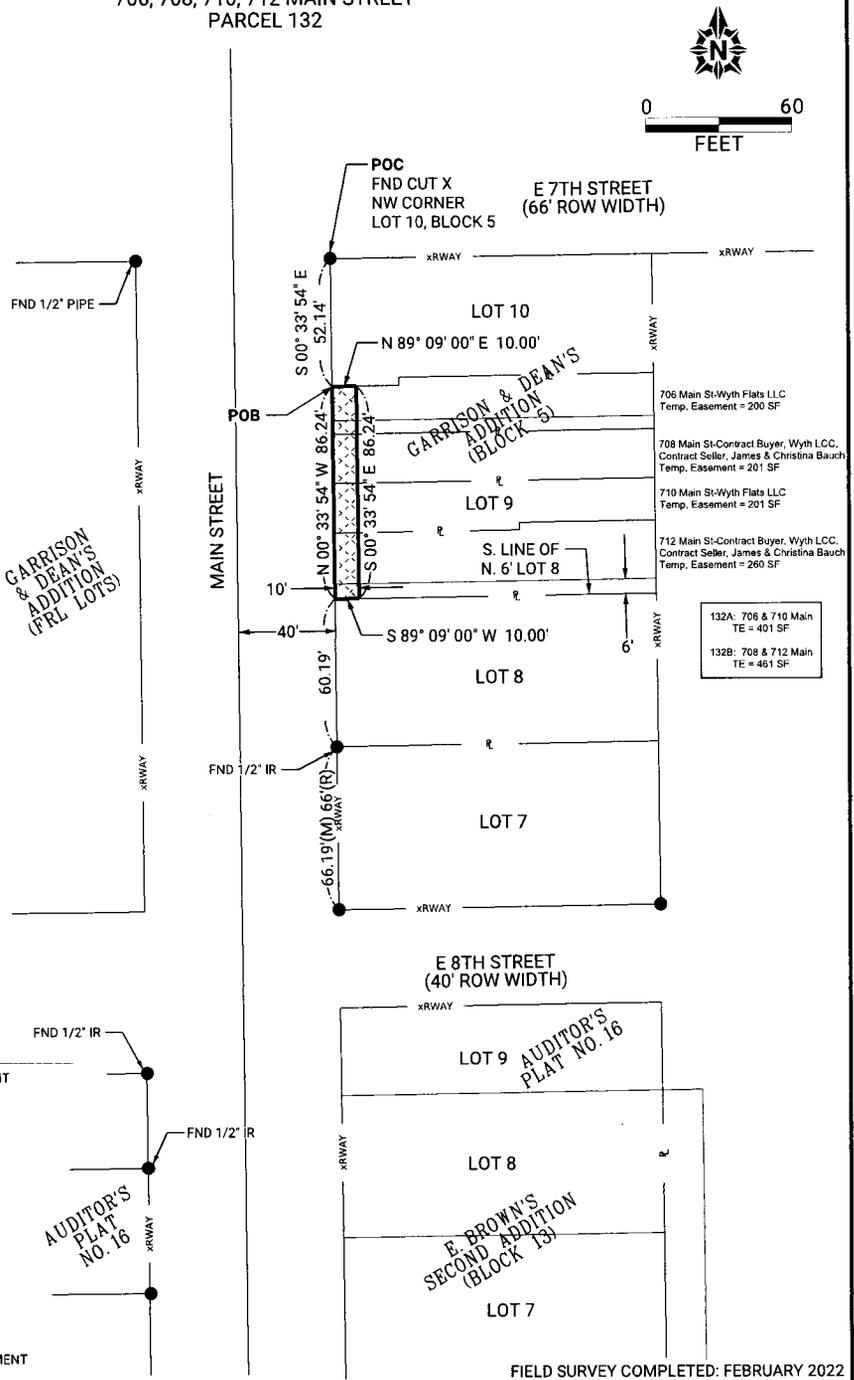
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 8, 9 & 10, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE SOUTH 00° 33' 54" EAST, 52.14 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET TO THE POINT OF BEGINNING, THENCE NORTH 89° 09' 00" EAST, 10.00 FEET; THENCE SOUTH 00° 33' 54" EAST, 86.24 FEET TO THE SOUTH LINE OF THE NORTH 6.00 FEET OF SAID LOT 8; THENCE SOUTH 89° 09' 00" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 33' 54" WEST, 86.24 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 862 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED OR W/ ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- XXXXXX TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by James C. Bauch and Christina B. Bauch, husband and wife, Contract Sellers, and Wyth Flats, LLC, an Iowa limited liability company, Contract Buyer (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being

specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantors:

James C. Bauch 4-7-22 Christina B. Bauch 4/7/22
 James C. Bauch, Contract Seller Date Christina B. Bauch, Contract Seller Date

State of Iowa)
 County of Black Hawk)



This record was acknowledged before me on the 7 day of April,
 2022, by James C. Bauch, Christina B. Bauch.

Brianna Keeney
 Signature of notarial officer

Stamp

[Iowa notary]
 Title of Office

[My commission expires: June 2023]

Grantor:

Wyth Flats, LLC, Contract Buyer

X [Signature] 3/9/22
Date

By: Brian Wingert

Title: member

X _____ Date

By: _____

Title: _____

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 9 day of March, 2022, by Brian Wingert, as member of Wyth Flats LLC.

[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 132-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 706, 708, 710, 712 MAIN STREET
 PARCEL 132

PROPERTY OWNER:

WYTH FLATS, LLC
 201 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2022-00014591
 FILE NO. 2022-00014591

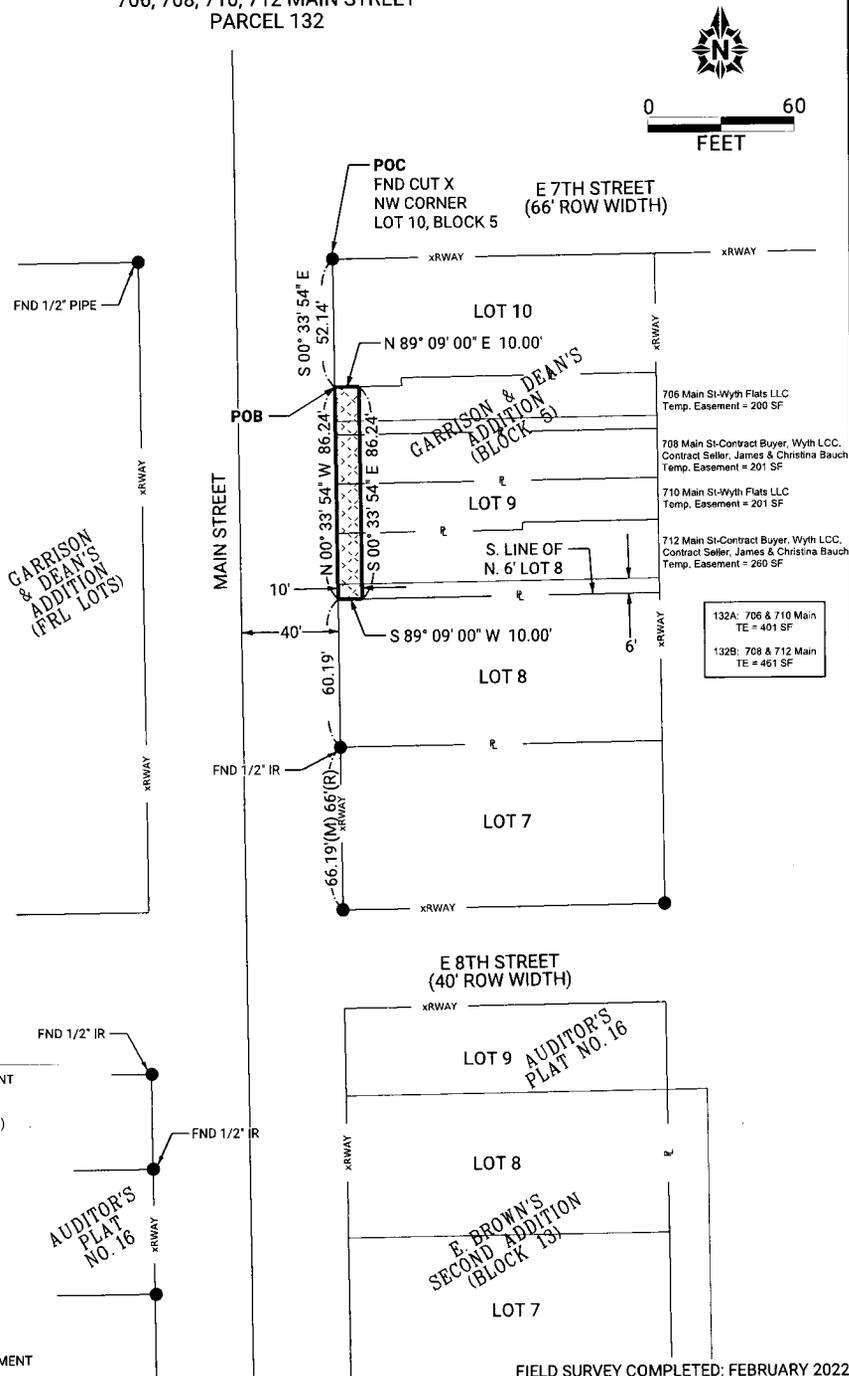
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LEGEND

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- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

132A: 706 & 710 Main
 TE = 401 SF
 132B: 708 & 712 Main
 TE = 461 SF

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 613 Main St.
Parcel Number: 157
Project Number: RC-000-3283**

**County Tax Parcel No: 891412338005
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Nelson Funeral Home, Inc., Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,150.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,150.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1,341</u>	sq. ft.	_____	<u>\$ 2,150.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Nelson Funeral Home, Inc.

X Michael J Sulentic 3/9/22
Date

By: Michael J Sulentic

Title: President

State of Iowa

County of Black Hawk

X _____ Date

By: _____

Title: _____



This record was acknowledged before me on the 9 day of March, 2022, by Michael J. Sulentic as president of Nelson Funeral Home Inc

Brianna Keeney
Signature of notarial officer

June 1, 2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 157-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 615 MAIN STREET
 PARCEL 157

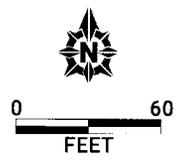
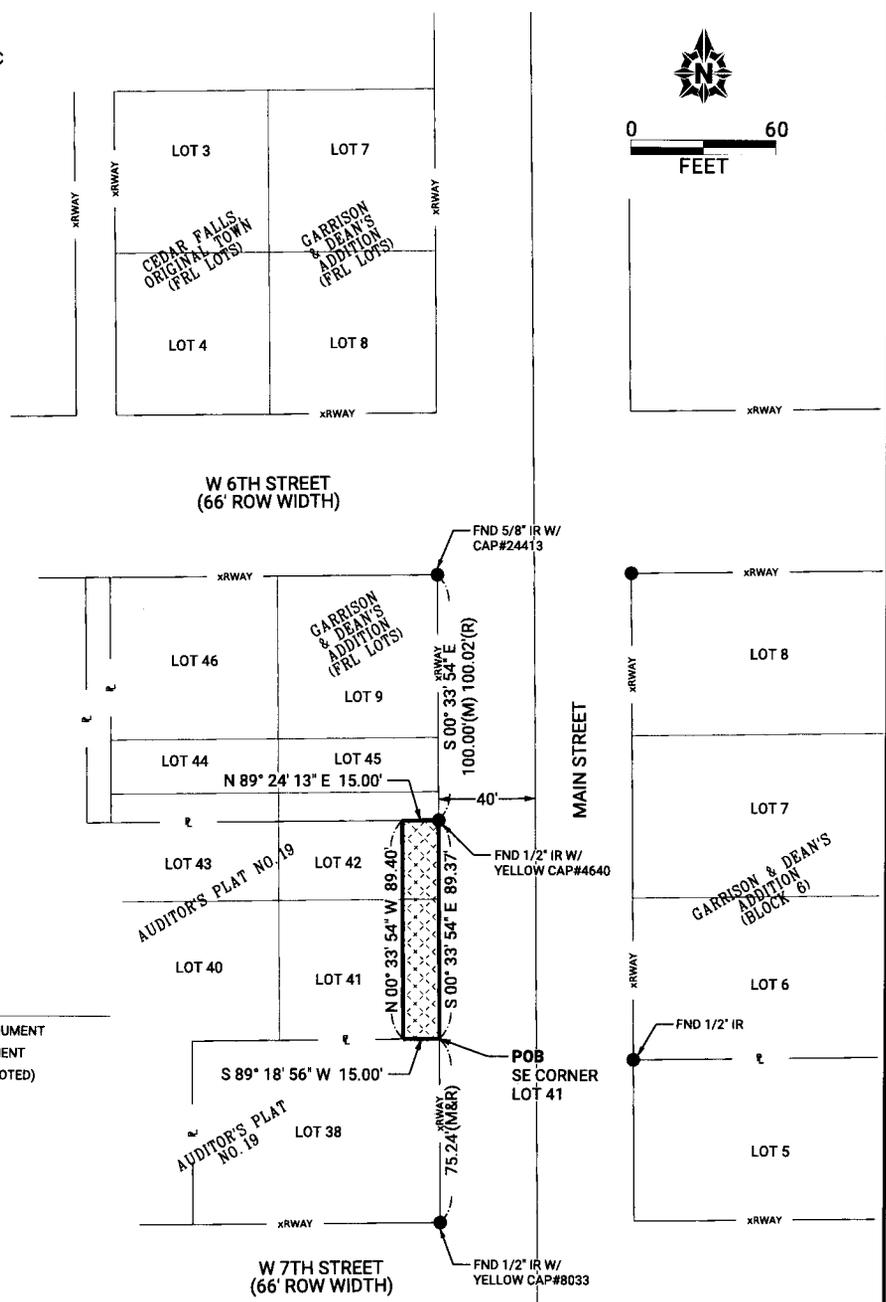
PROPERTY OWNER:
 RICHARDSON FUNERAL HOME, INC
 P.O. BOX 542
 CEDAR FALLS, IA 50613
 BOOK 516, PAGE 13

LEGAL DESCRIPTION:
 A PARCEL OF LAND LOCATED IN LOT 41 & LOT 42 OF AUDITOR'S PLAT NO. 19, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 41;
 THENCE SOUTH 89° 18' 56"
 WEST, 15.00 FEET ALONG THE SOUTH LINE OF SAID LOT 41;
 THENCE NORTH 00° 33' 54"
 WEST, 89.40 FEET; THENCE NORTH 89° 24' 13" EAST, 15.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET;
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SAID TRACT CONTAINS 1,341 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND PINCH PIPE (UNLESS NOTED)
 - SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
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 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - t- PROPERTY LINE
 - [X X X X] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Nelson Funeral Home, Inc. (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Nelson Funeral Home, Inc.

X Michael J Sulecki

X _____

By: Michael J Sulecki Date 3/9/22

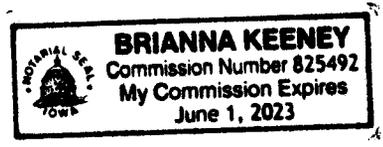
By: _____ Date _____

Title: ~~President~~
President

Title: _____

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 9 day of March, 2022, by Michael Sulecki, as president of Nelson Funeral Home Inc.

Brianna Keeney
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

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Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

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 BOOK 516, PAGE 13

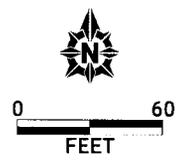
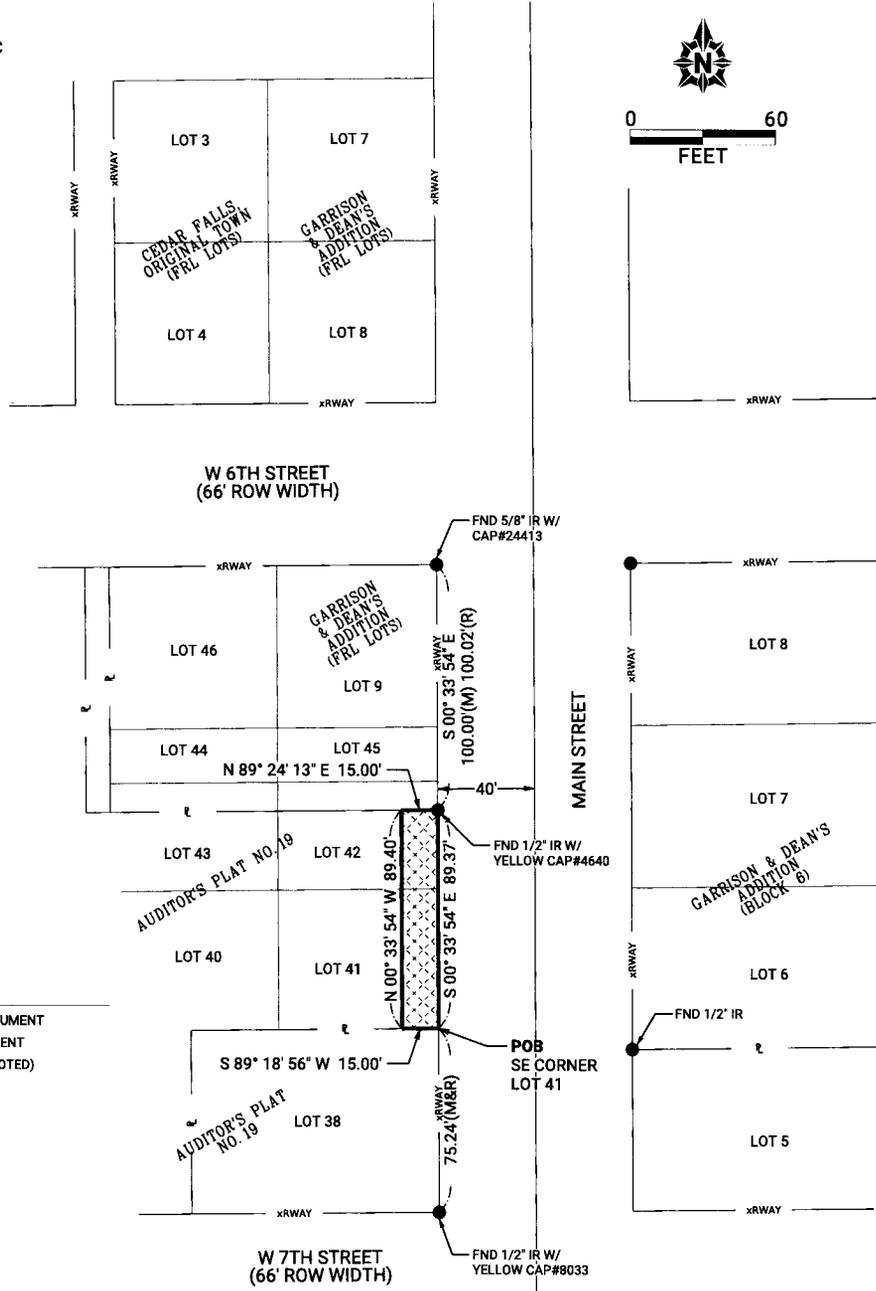
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 - EXISTING LOT LINE
 - t- PROPERTY LINE
 - [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 801 Main St.
Parcel Number: 167
Project Number: RC-000-3283

County Tax Parcel No: 891412379002
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Kasey J. Schmitt and Theresa D. Schmitt, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,765.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,765.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1336 sq. ft.	\$ 1,765.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

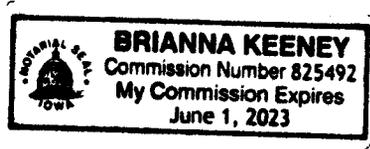
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

K. Schmitt 3/2/22
 Kasey J. Schmitt Date

Theresa D. Schmitt 3/2/22
 Theresa D. Schmitt Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 2 day of March, 2022, by Kasey J. Schmitt, Theresa D. Schmitt

Brianna Keeney
 Signature of notarial officer

June 1, 2023
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 167-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 801 MAIN STREET
 PARCEL 167

PROPERTY OWNER:

SCHMITT, KASEY J.
 SCHMITT, THERESA D.
 234 LAMBETH ROAD
 WATERLOO, IA 50701
 FILE NO. 2011-00019501

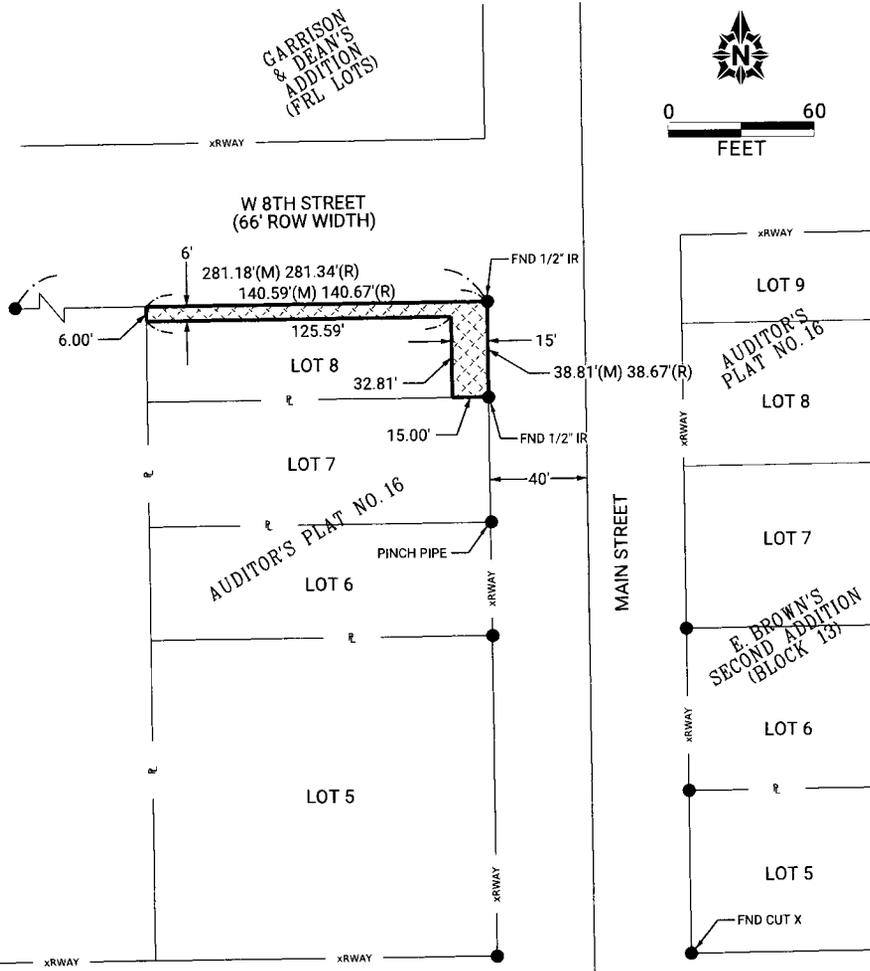
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 8 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 6.00 FEET AND THE EAST 15.00 FEET OF LOT 8 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

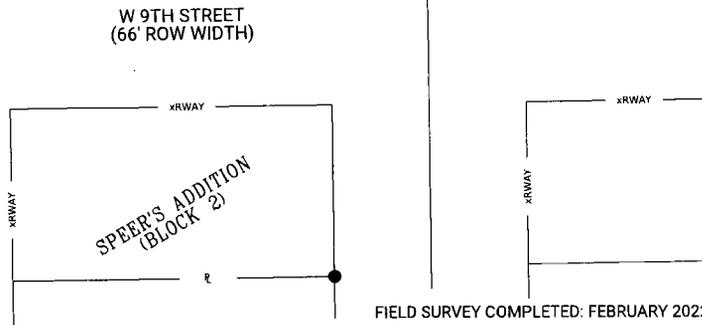
SAID TRACT CONTAINS 1,336 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Kasey J. Schmitt and Theresa D. Schmitt, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

K. J. Schmitt
Kasey J. Schmitt

Theresa D. Schmitt
Theresa D. Schmitt

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 2 day of March, 2022, by Kasey J. Schmitt, Theresa D. Schmitt, Grantors.

Brianna Keene
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:
CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)
County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 167-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 801 MAIN STREET
 PARCEL 167

PROPERTY OWNER:

SCHMITT, KASEY J.
 SCHMITT, THERESA D.
 234 LAMBETH ROAD
 WATERLOO, IA 50701
 FILE NO. 2011-00019501

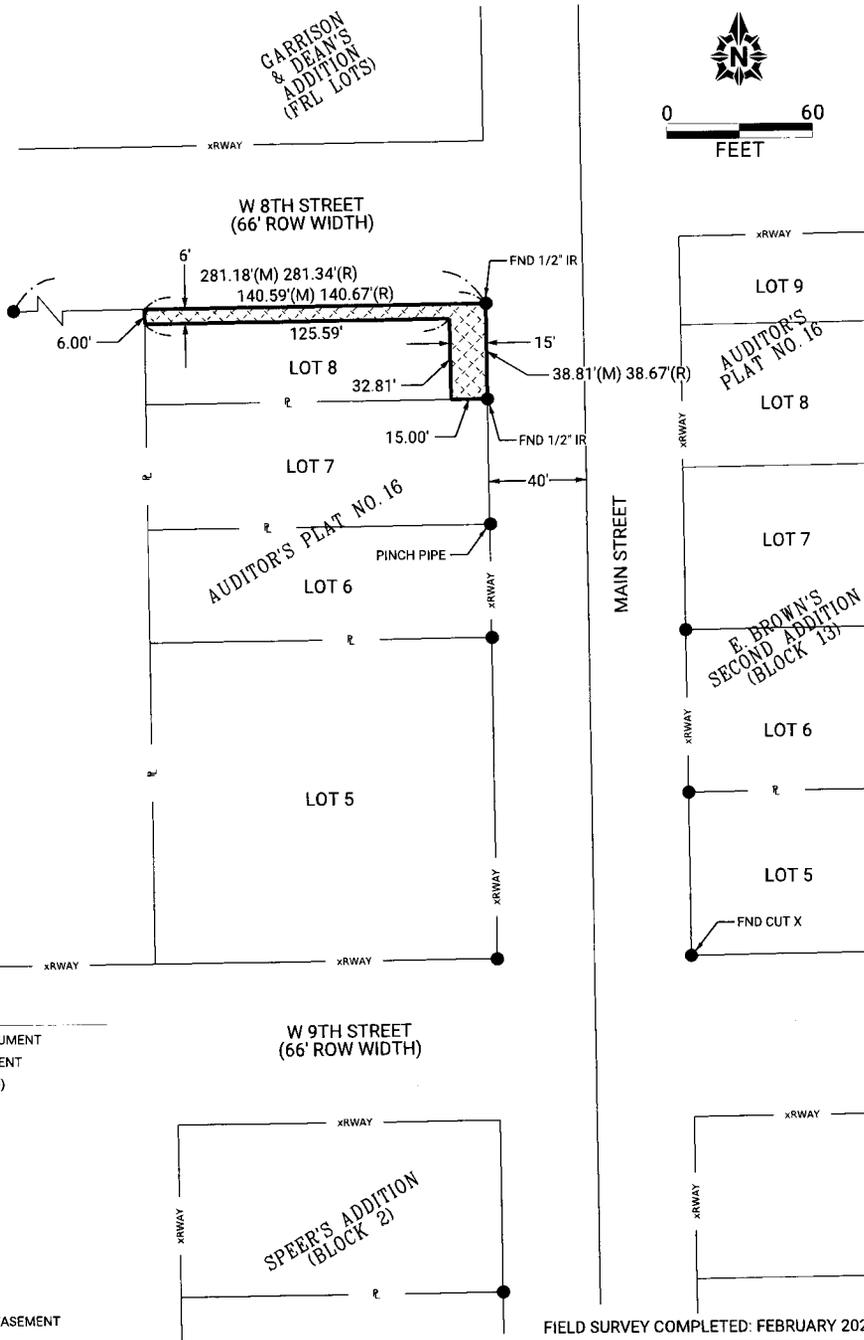
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 8 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 6.00 FEET AND THE EAST 15.00 FEET OF LOT 8 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,336 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 811 Main St.
Parcel Number: 169
Project Number: RC-000-3283

County Tax Parcel No: 891412379004
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between M.J. Knox, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 915.00	on possession and conveyance	60 days after Buyer approval
\$ 915.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	690 sq. ft.	\$ 915.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement,

immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.

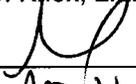
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

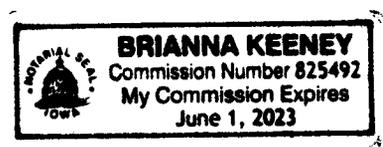
M.J. Knox, L.L.C.



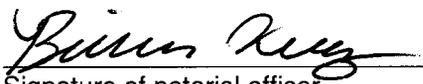
 By: Matt Knox Date 9/11/22
 Title: President

 By: _____ Date _____
 Title: _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 9 day of March, 2022, by Matt Knox as president of MJ Knox LLC.



 Signature of notarial officer

June 1, 2023

 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 169-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 811 MAIN STREET
 PARCEL 169

PROPERTY OWNER:

M.J. KNOX, LLC
 808 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00018932

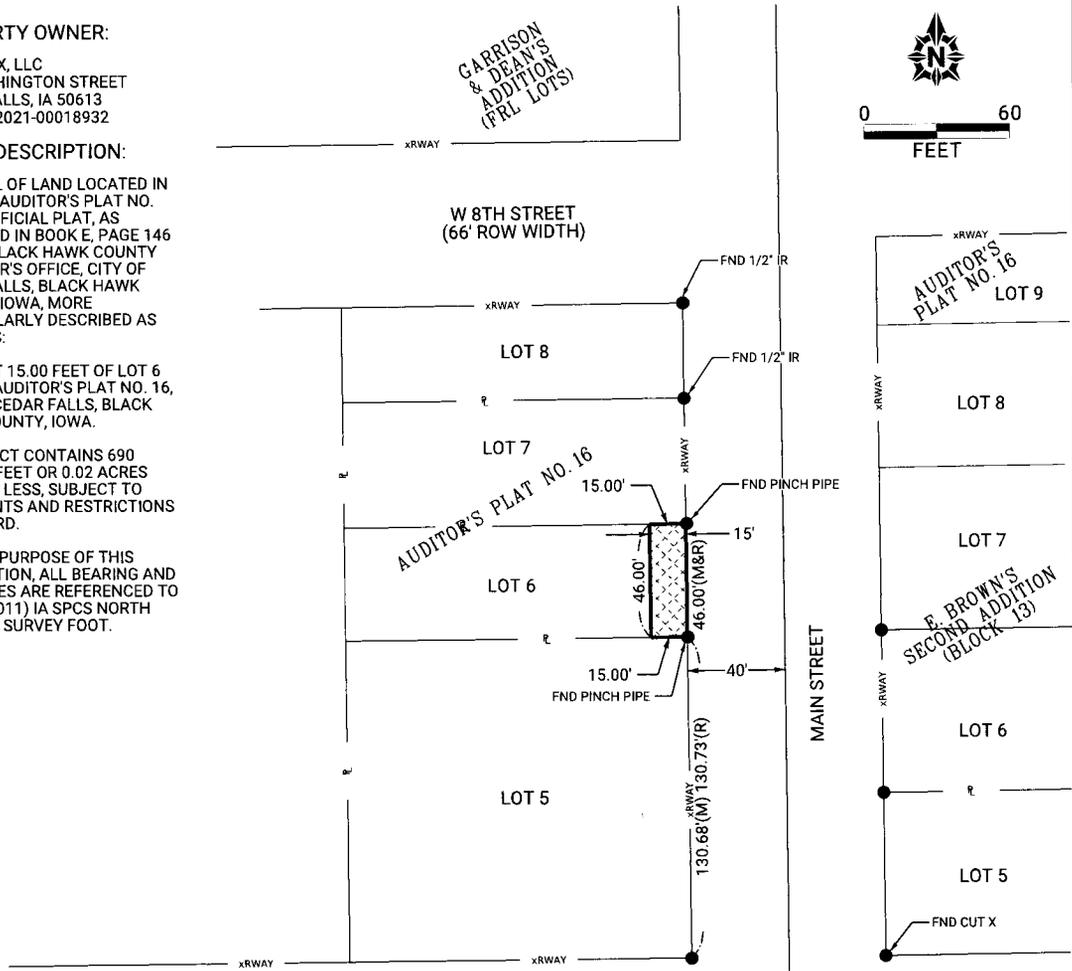
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 6 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

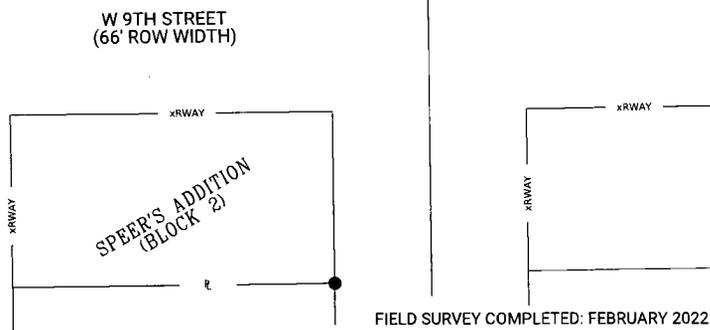
SAID TRACT CONTAINS 690 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERRED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- P - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by M.J. Knox, L.L.C. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

M.J. Knox, L.L.C.

[Signature] 09/12/22
Date

By: Matt Knox

Title: Prop

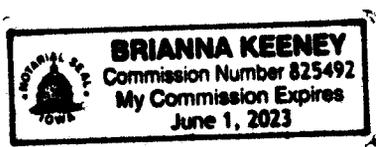
Date

By: _____

Title: _____

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 9 day of March,
2022, by Matt Knox, as president of
MJ Knox LLC.

[Signature]
Signature of notarial officer

Stamp

Iowa notary
Title of Office

[My commission expires: June 1, 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 169-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 811 MAIN STREET
 PARCEL 169

PROPERTY OWNER:

M. J. KNOX, LLC
 808 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00018932

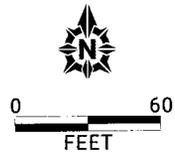
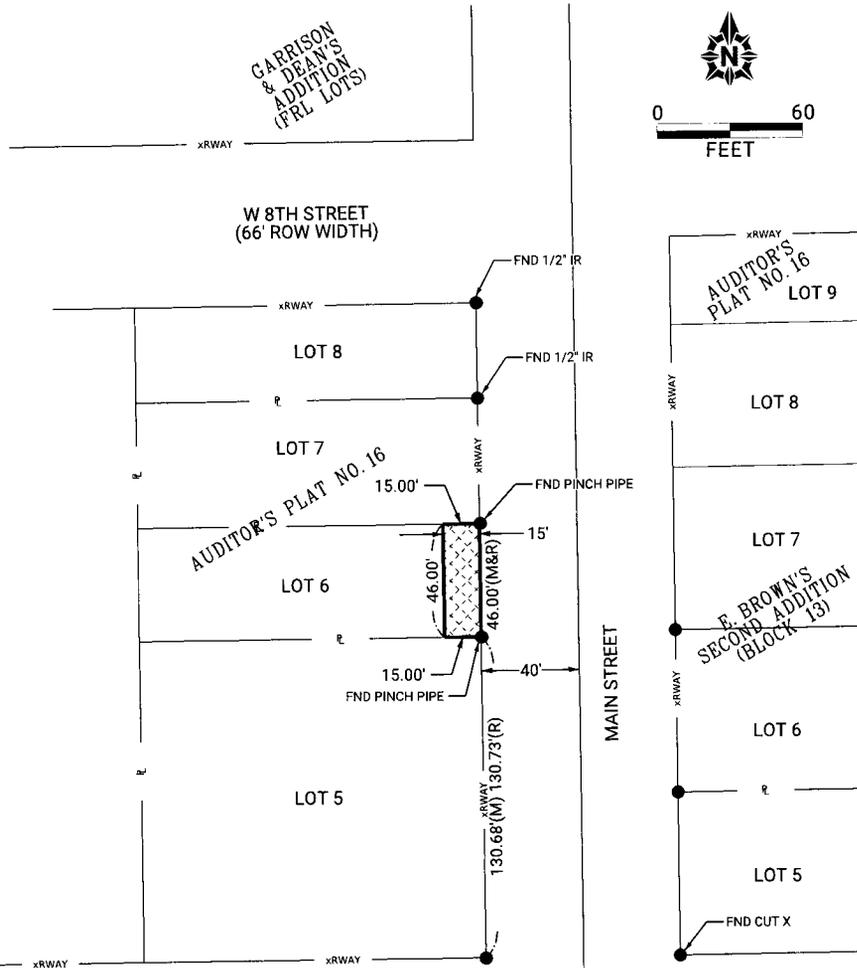
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF LOT 6 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

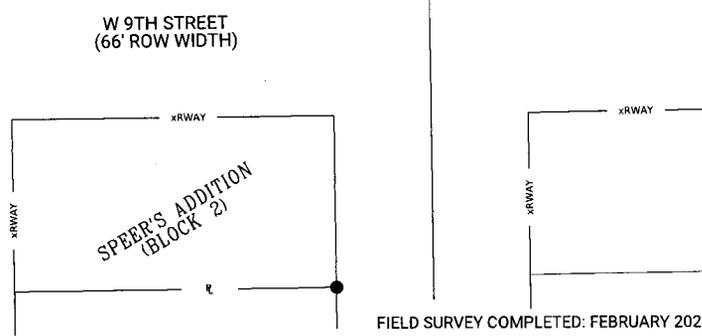
SAID TRACT CONTAINS 690 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERRED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED OD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- P - PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1204 Washington Street
Parcel Number: 202
Project Number: RC-000-3283**

**County Tax Parcel No: 891413129001
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Donald R. Rasmusson, married, and Kathleen D. Rasmusson, his wife, Seller, and the
City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,320.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,320.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>997</u> sq. ft.	<u>\$ 1,320.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

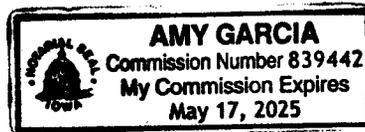
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x Donald R. Rasmussen 6/21/22
 Donald R. Rasmussen Date

x Kathleen D. Rasmussen 6-21-22
 Kathleen D. Rasmussen Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 21 day of June, 2022 by
Ronald and Kathleen Rasmussen a married couple.

Amy Garcia
 Signature of notarial officer

May 17, 2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 202-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 202

PROPERTY OWNER:

RASMUSSEN, DONALD R.
 1204 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00022178

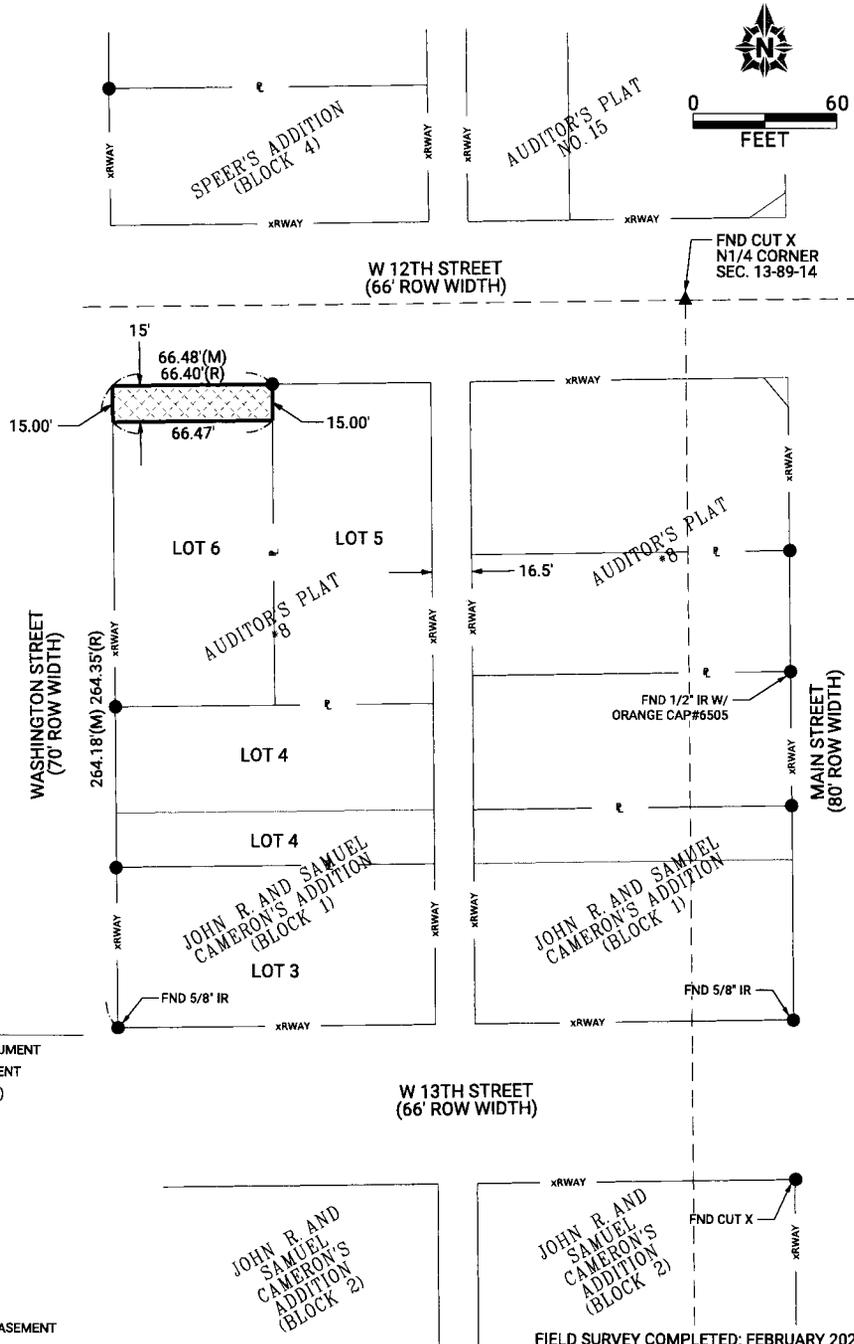
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF SAID LOT 6 OF AUDITOR'S PLAT #8, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 997 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Cross-hatch pattern] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Donald R. Rasmusson, married, and Kathleen D. Rasmusson, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

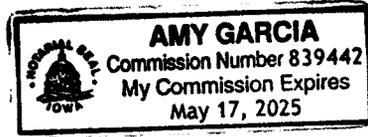
GRANTORS:

X Donald R. Rasmussen
Donald R. Rasmussen

X Kathleen D. Rasmussen
Kathleen D. Rasmussen

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 21 day of June,
2022, by Donald and Kathleen Rasmussen, a married Grantors.
couple

Amy Garcia
Signature of notarial officer

Stamp

Iowa Notary
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 202-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 202

PROPERTY OWNER:

RASMUSSEN, DONALD R.
 1204 WASHINGTON STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00022178

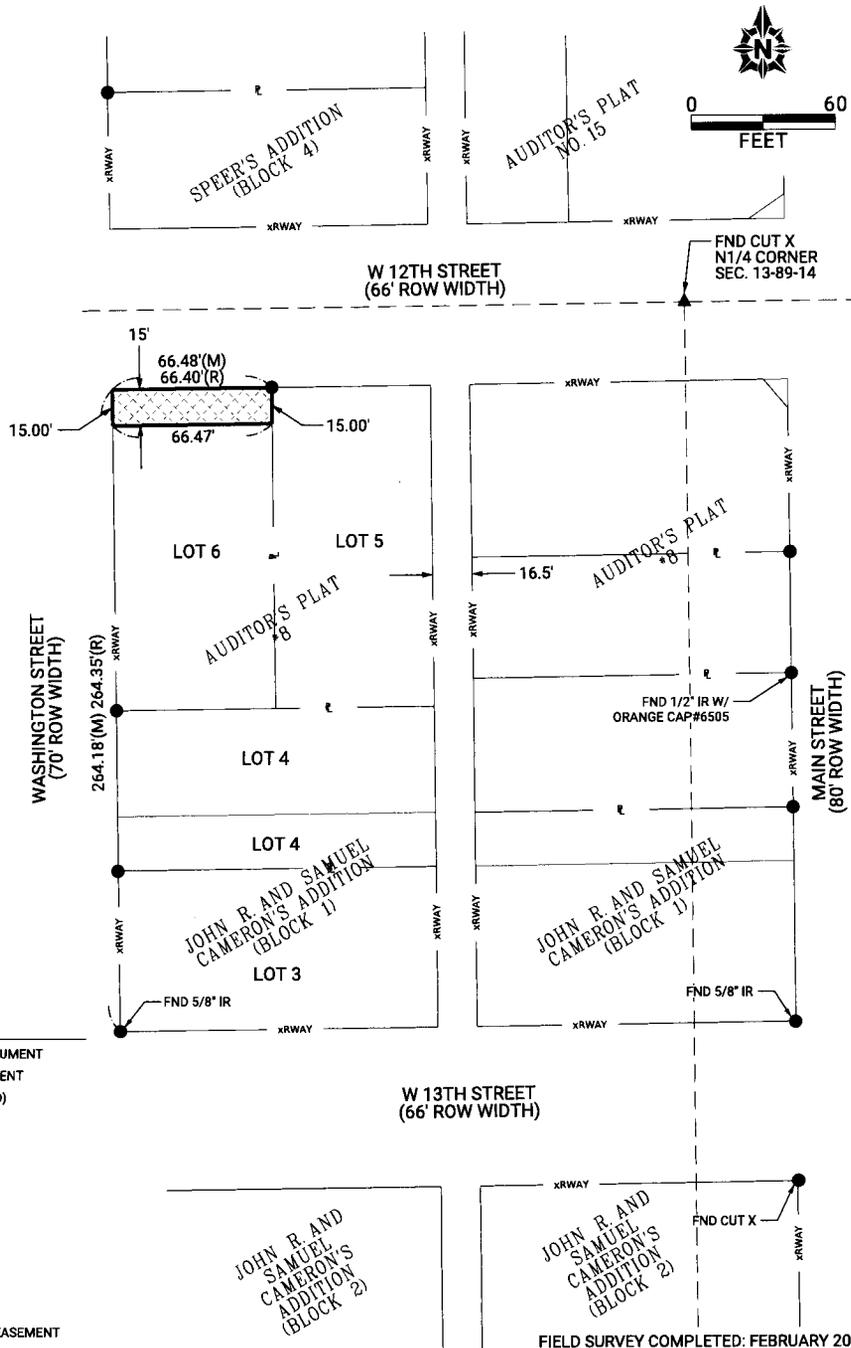
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF SAID LOT 6 OF AUDITOR'S PLAT #8, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 997 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 114 W 12th Street
Parcel Number: 203
Project Number: RC-000-3283

County Tax Parcel No: 891413129002
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__, by and between the Estate of Patricia M. Rasmusson, deceased, and David J. Rasmusson, and Donald R. Rasmusson, Trustees of the Jack P. Rasmusson Family trust created under Article VIII of the Last Will and Testament of Jack P. Rasmusson dated 11/10/89, Sellers, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,310.00	on possession and conveyance	60 days after Buyer approval
\$ 1,310.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	990	sq. ft.	_____	\$ 1,310.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the form attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

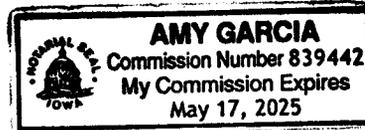
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Estate of Patricia M. Rasmusson

X Donald R. Rasmusson 6-21-22 X _____
 Donald R. Rasmusson, Executor Date Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 21 day of June, 2022, by Donald R. Rasmusson as executor of Patricia M. Rasmusson estate

[Signature]
 Signature of notarial officer

May 17, 2025
 Commission Expires

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

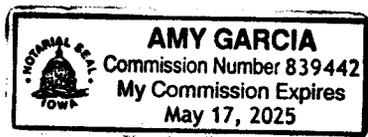
SELLER:

Jack P. Rasmusson Family Trust

Donald R. Rasmusson 6.21.22
Donald R. Rasmusson, trustee Date

David J. Rasmusson 6/21/22
David J. Rasmusson, trustee Date

State of Iowa
County of Blackhawk



This record was acknowledged before me on the 21 day of June, 2022, by Donald R. Rasmusson as trustee and David J. Rasmusson of Jack P. Rasmusson Family Trust

[Signature]
Signature of notarial officer

May 17, 2025
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 203-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 114 W 12TH STREET
 PARCEL 203

PROPERTY OWNER:

JACK P. RASMUSSEN FAMILY TRUST
 RASMUSSEN, PATRICIA M. (TRUSTEE)
 804 NEWMAN AVE
 CEDAR FALLS IA 50613

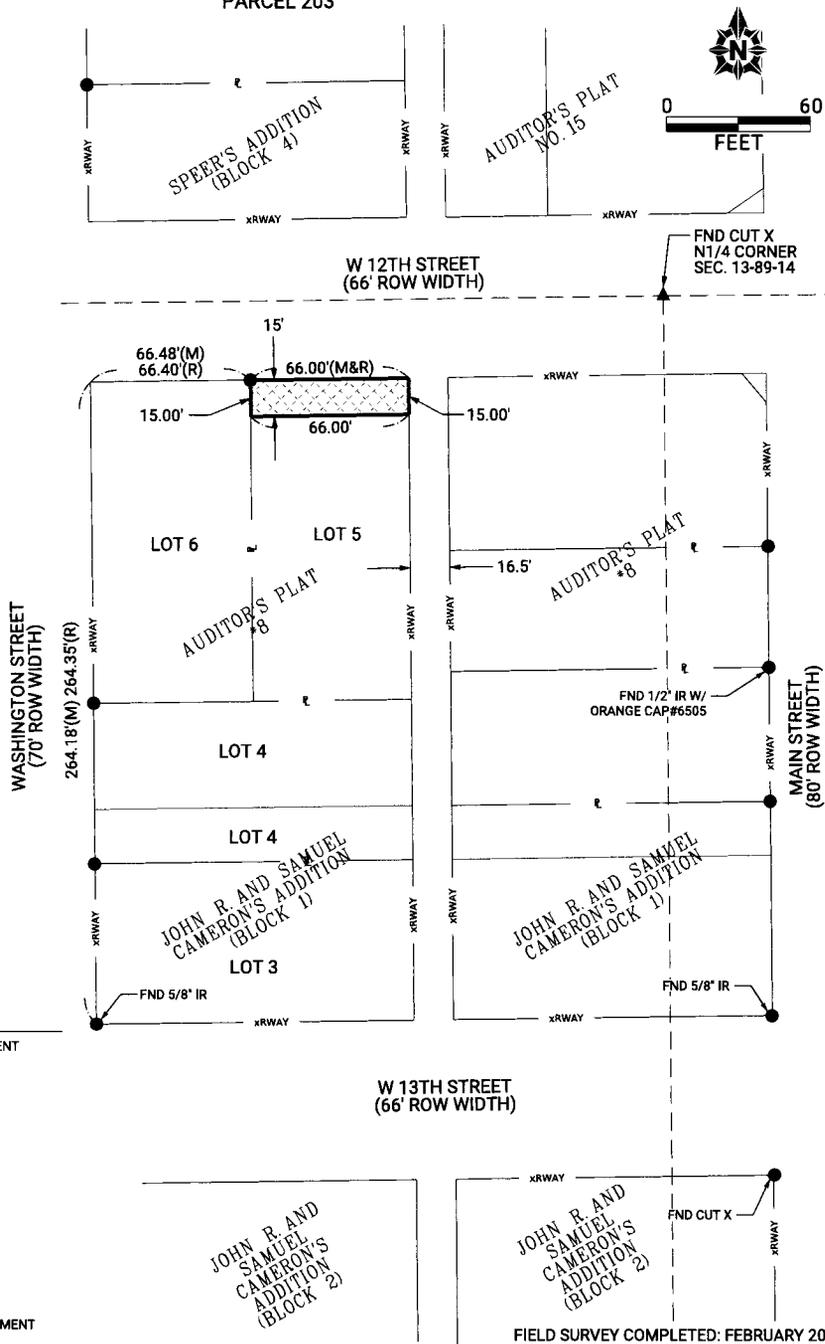
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF SAID LOT 5 OF AUDITOR'S PLAT #8, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this ____ day of _____, 20__, by the Estate of Patricia M. Rasmusson, deceased, and David J. Rasmusson, and Donald R. Rasmusson, Trustees of the Jack P. Rasmusson Family trust created under Article VIII of the Last Will and Testament of Jack P. Rasmusson dated 11/10/89 ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

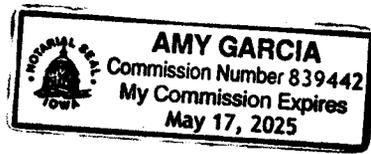
Estate of Patricia M. Rasmusson

Donald R. Rasmusson
Donald R. Rasmusson, Executor

X _____

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 21 day of June, 2022,
by Donald R. Rasmusson, as executor of Estate of Patricia Rasmusson.

[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: May 17, 2025]

GRANTORS:

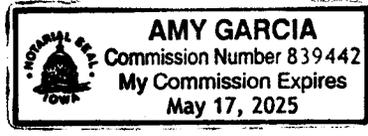
Jack P. Rasmusson Family Trust

Donald R Rasmusson
Donald R. Rasmusson, trustee

X David J. Rasmusson
David J. Rasmusson, trustee

4/30/22

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 21 day of June,
2022 by Donald R Rasmusson and David J Rasmusson as trustees
of Jack P. Rasmusson Family Trust

Amy Garcia
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 203-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 114 W 12TH STREET
 PARCEL 203

PROPERTY OWNER:

JACK P. RASMUSSEN FAMILY TRUST
 RASMUSSEN, PATRICIA M. (TRUSTEE)
 804 NEWMAN AVE
 CEDAR FALLS IA 50613

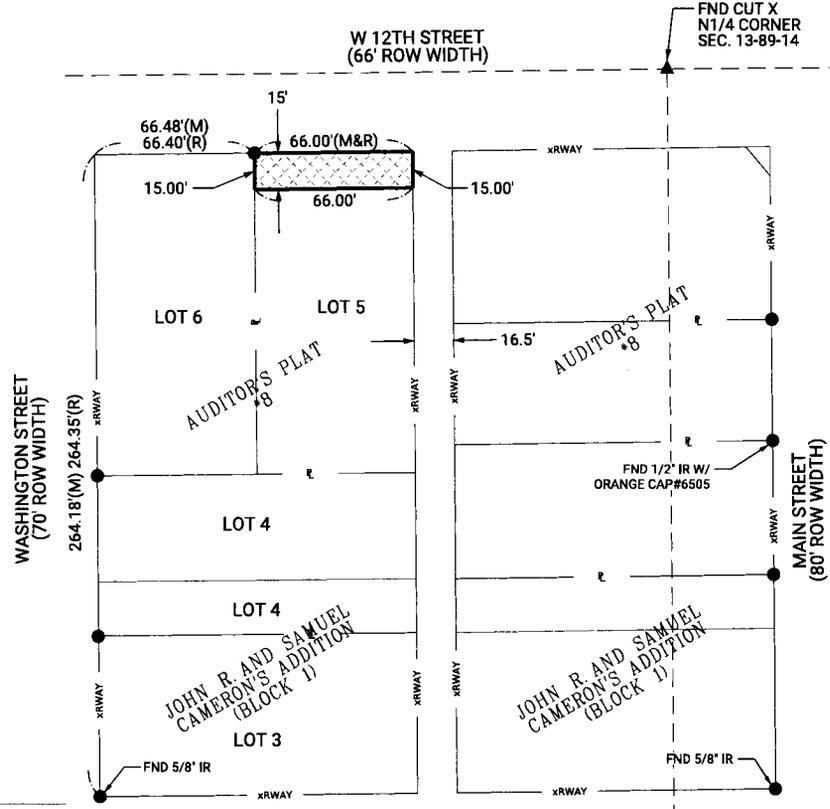
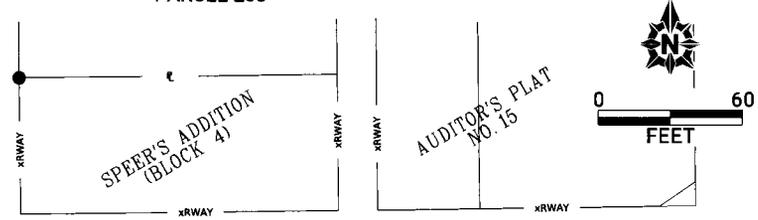
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT #8, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 120 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF SAID LOT 5 OF AUDITOR'S PLAT #8, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 990 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" FERROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022



SHEET
 1 OF 1

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 1303 Main St.
Parcel Number: 212
Project Number: RC-000-3283

County Tax Parcel No: 891413133002
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Nancy L. Ascherl, unmarried, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,500.00	on possession and conveyance	60 days after Buyer approval
\$ 3,500.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	2,649 sq. ft.	\$ 3,500.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

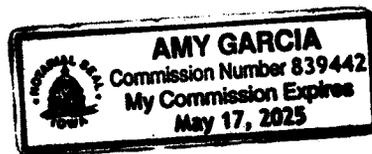
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x Nancy Ascherl 6-21-22
 Nancy L. Ascherl Date Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 21 day of June, 2022, by
Nancy Ascherl, unmarried

[Signature]
 Signature of notarial officer

AG May
June 17, 2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 212-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 212

PROPERTY OWNER:

ASCHERL, NANCY L.
1303 MAIN STREET
CEDAR FALLS, IA 50613
BOOK 667, PAGE 224

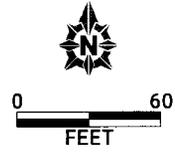
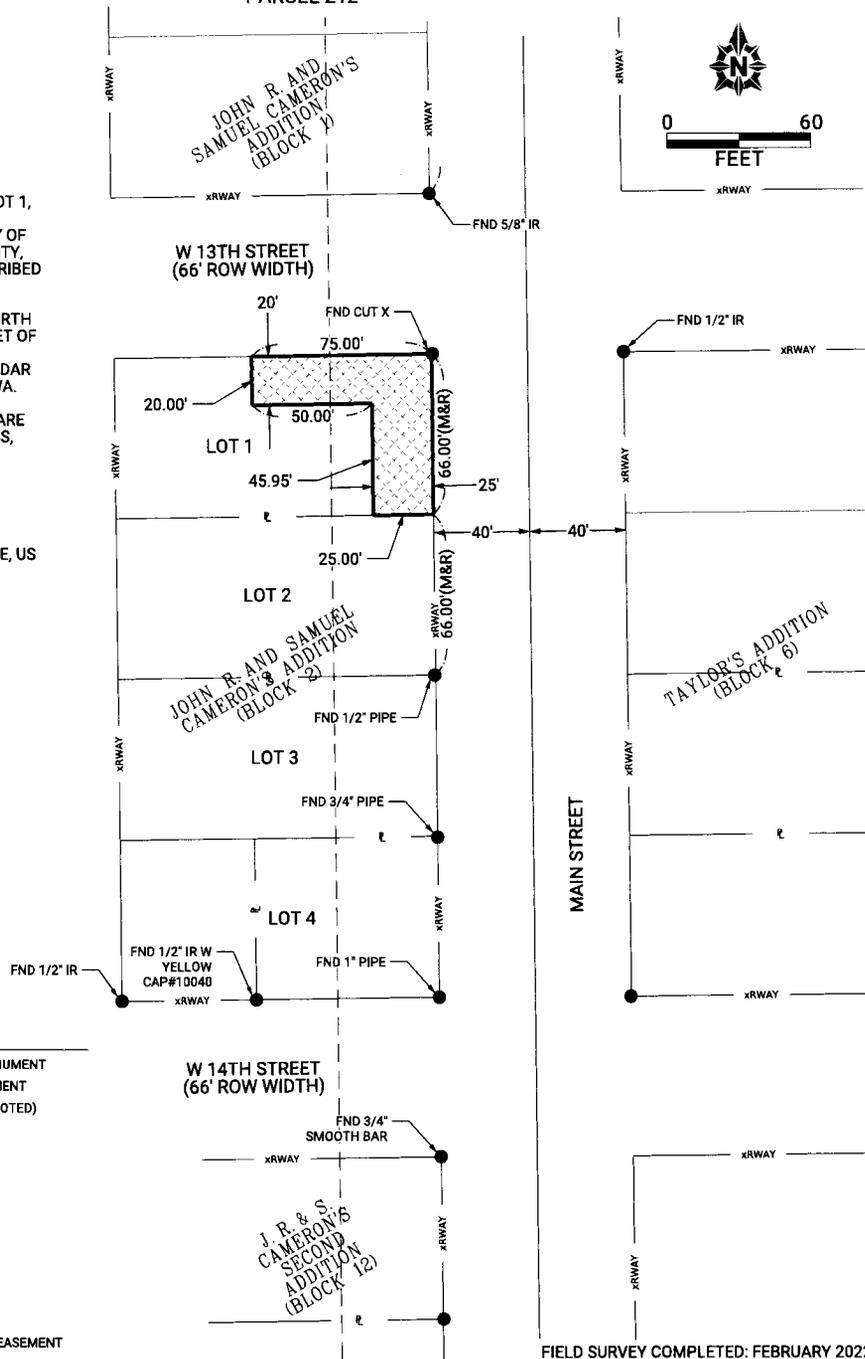
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 2 OF J. R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 25.00 FEET AND THE NORTH 20.00 FEET OF THE EAST 75.00 FEET OF LOT 1, BLOCK 2 OF SAID J.R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,649 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" RED ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20____, by Nancy L. Ascherl, unmarried ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Nancy Ascherl
Nancy L. Ascherl

X _____

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 21 day of June,
2022, by Nancy Ascherl, unmarried, Grantors.

Amy Garcia
Signature of notarial officer

Stamp

[Notary of Iowa]
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 212-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 212

PROPERTY OWNER:

ASCHERL, NANCY L.
 1303 MAIN STREET
 CEDAR FALLS, IA 50613
 BOOK 667, PAGE 224

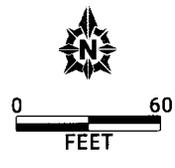
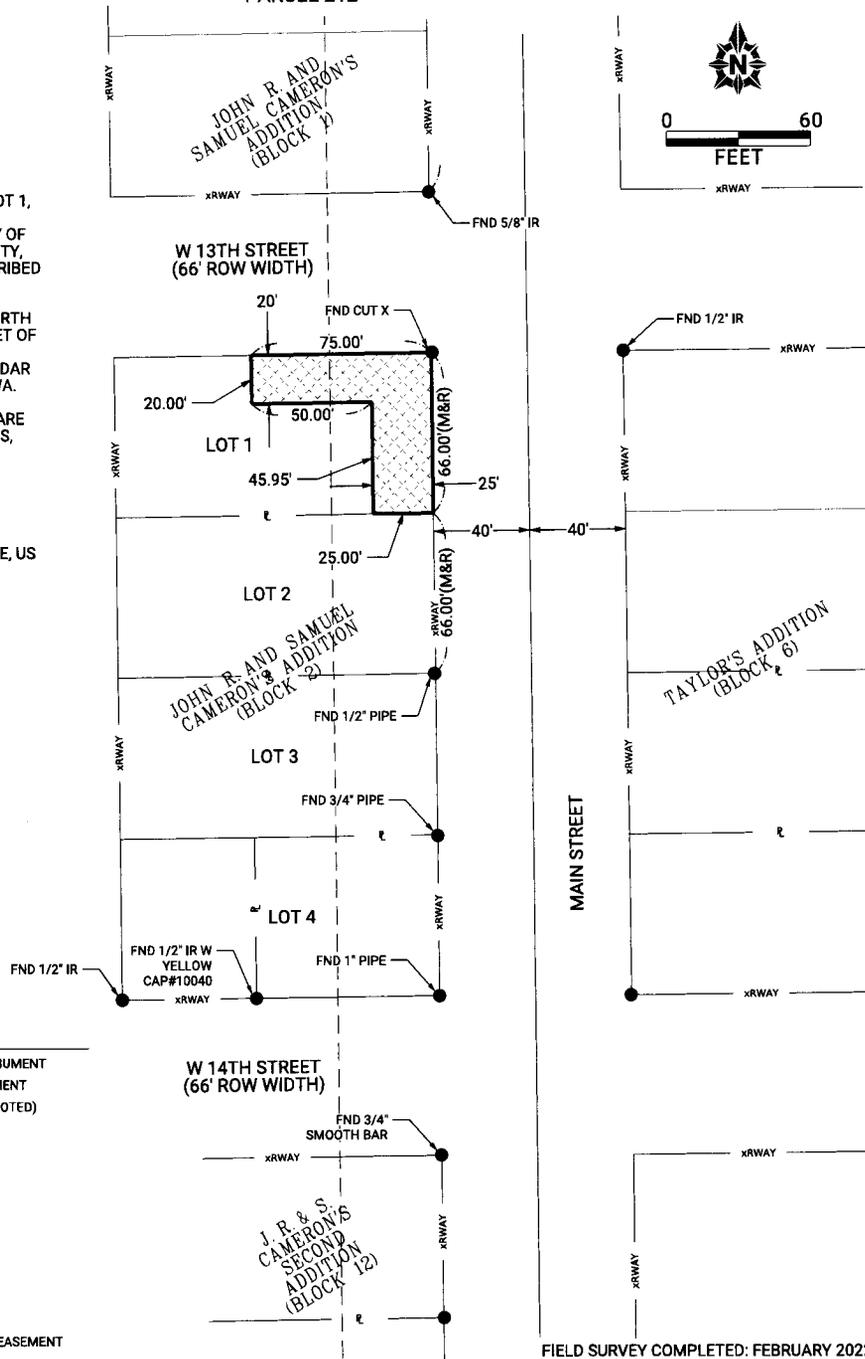
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 2 OF J. R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 25.00 FEET AND THE NORTH 20.00 FEET OF THE EAST 75.00 FEET OF LOT 1, BLOCK 2 OF SAID J. R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 2,649 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND PINCH PIPE (UNLESS NOTED)
 - SET 1/2" REDD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1321 Main St.
Parcel Number: 215
Project Number: RC-000-3283

County Tax Parcel No: 891413133005
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Bianca Pontious, single, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 2,105.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 2,105.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,592 sq. ft.	\$ 2,105.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

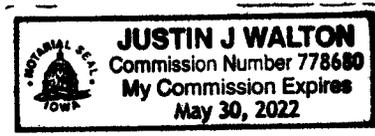
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Bianca Pontious 3-23-22
Bianca Pontious Date

X _____ Date

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 23rd day of March, 2022, by Bianca Pontious, single

[Signature]
Signature of notarial officer

5/30/2022
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 215-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 215

PROPERTY OWNER:

PONTIOUS, BIANCA
 1321 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00003384

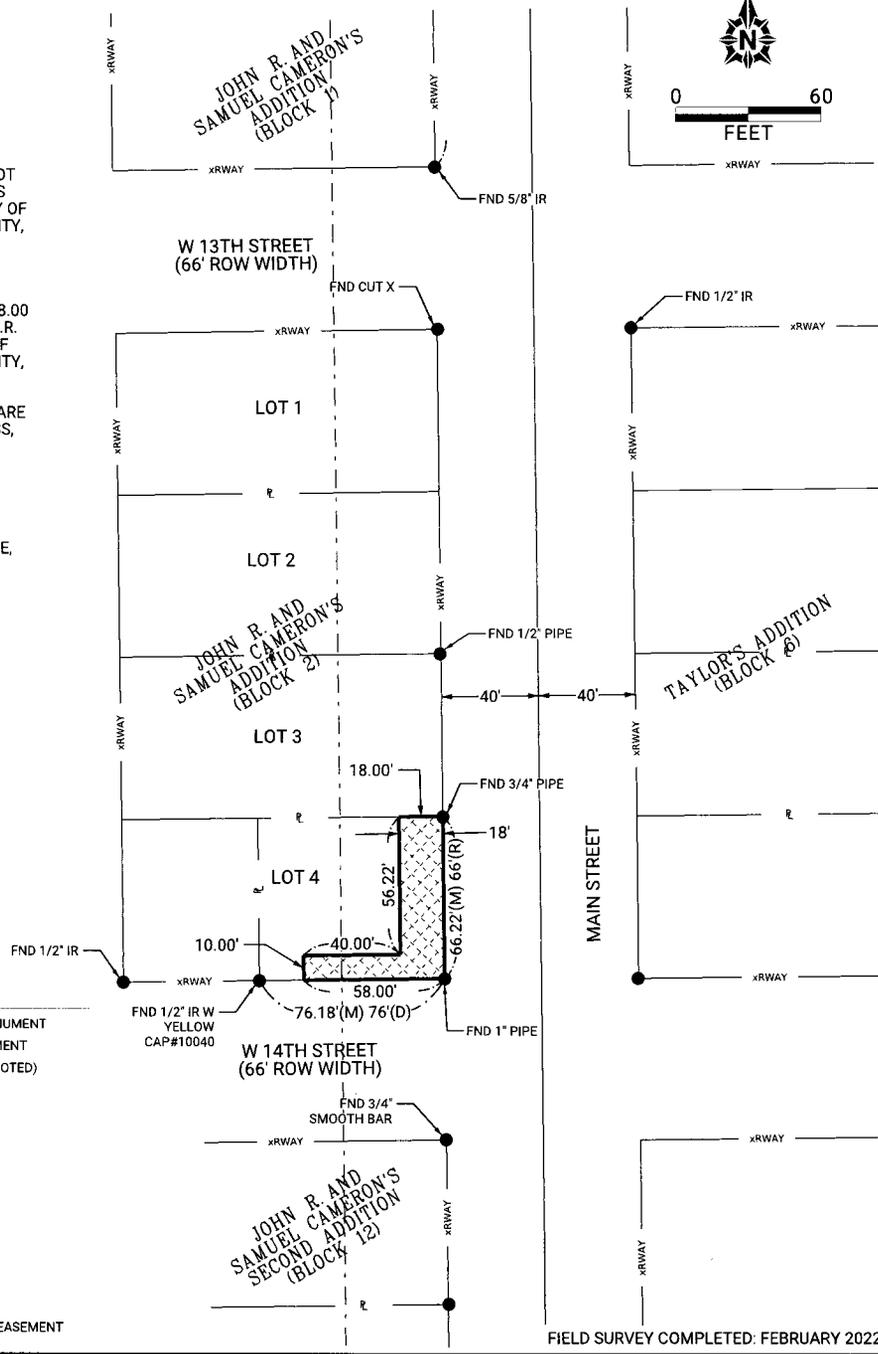
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 2 OF J.R. & S. CAMERON'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 18.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 58.00 FEET OF LOT 4, BLOCK 2 OF SAID J.R. & S. CAMERON'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,592 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- & - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/20/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Bianca Pontious, single ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

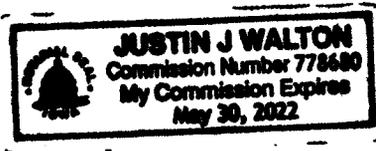
GRANTOR:

Bianca Pontious
Bianca Pontious

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 23rd day of March,
2022, by Bianca Pontious, single, Grantor.



[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1503 Main St.
Parcel Number: 231
Project Number: RC-000-3283**

**County Tax Parcel No: 891413141002
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between David Henry Stiner and Emily M. Stiner, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,450.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,450.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,097</u> sq. ft.	\$ <u>1,450.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

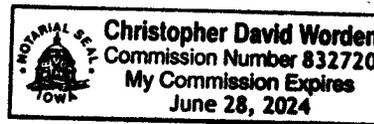
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X David Henry Stiner 02/23/2022
 Date

X Emily M. Stiner 02/23/2022
 Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 23rd day of February, 2022 by David Stiner and Emily Stiner.

[Signature]
 Signature of notarial officer

06/28/2024
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 231-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 231

PROPERTY OWNER:

STINER, DAVID HENRY
 STINER, EMILY M.
 1503 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00013411

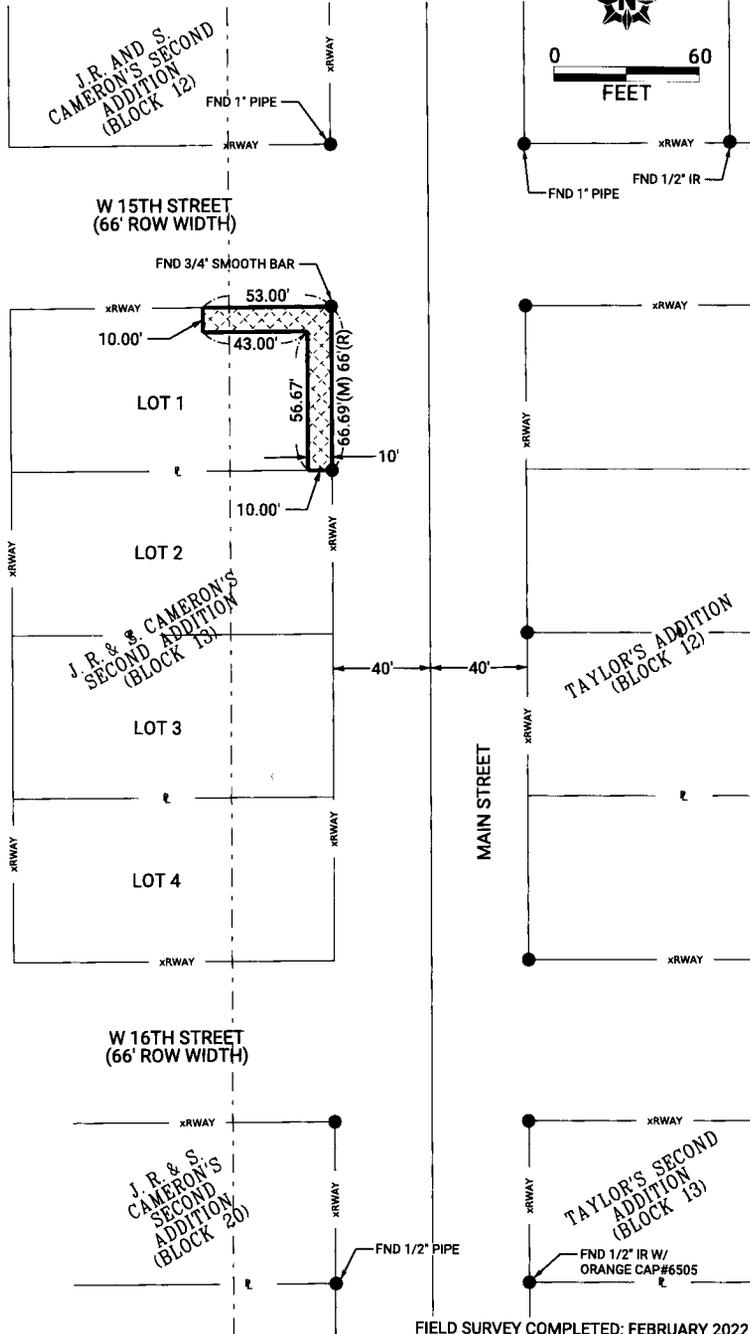
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE NORTH 10.00 FEET OF THE EAST 53.00 FEET OF LOT 1, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,097 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by David Henry Stiner and Emily M. Stiner, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

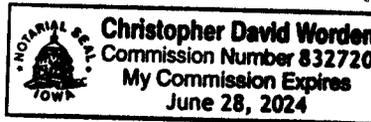
GRANTORS:

David Henry Stiner
David Henry Stiner

Emily M. Stiner
Emily M. Stiner

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 23 day of February,
2023 by David Stiner and Emily Stiner, Grantors.

[Signature]
Signature of notarial officer

Stamp

[Notary]
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 231-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 231

PROPERTY OWNER:

STINER, DAVID HENRY
 STINER, EMILY M.
 1503 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00013411

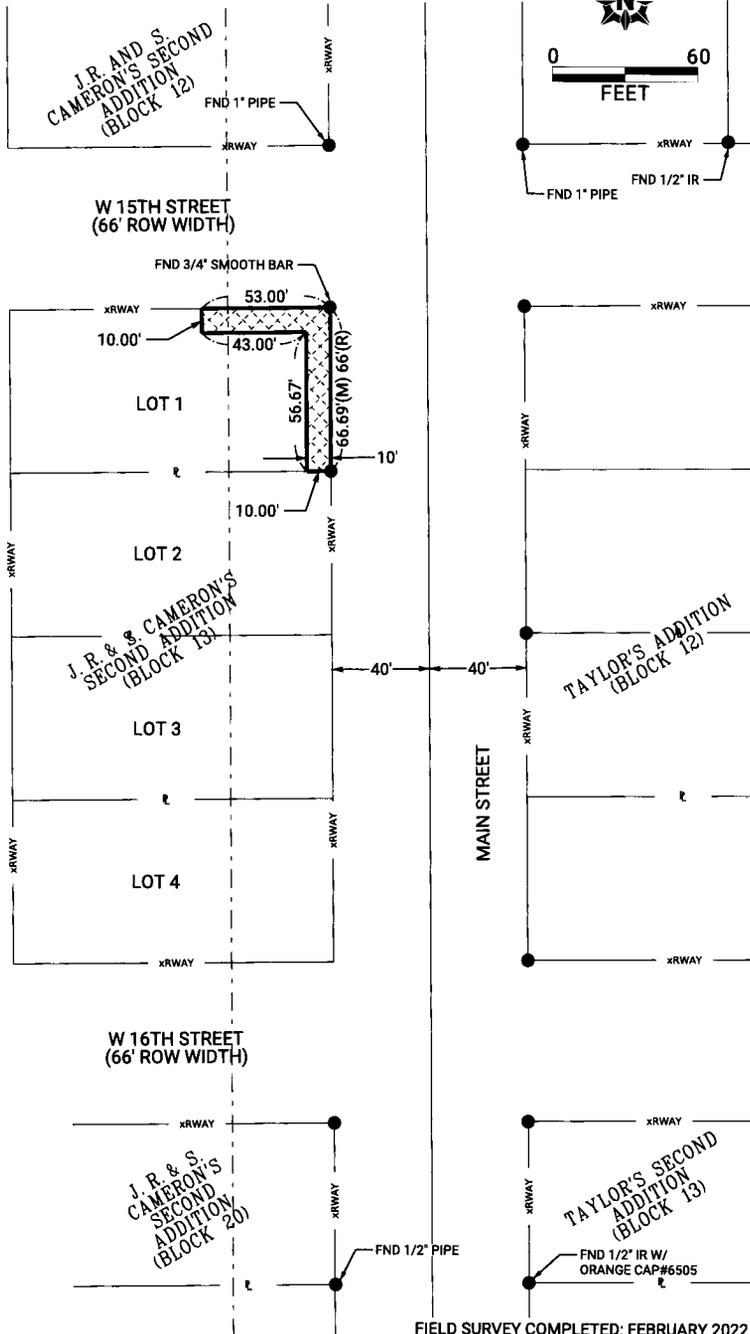
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE NORTH 10.00 FEET OF THE EAST 53.00 FEET OF LOT 1, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,097 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 1523 Main St.
Parcel Number: 234
Project Number: RC-000-3283

County Tax Parcel No: 891413141005
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Mitchel Bloomquist and Karin Bloomquist, husband and wife, Seller, and the City of
Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,785.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,785.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>1,351</u>	sq. ft.	_____	\$ <u>1,785.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

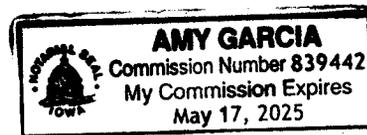
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x *[Signature]* 6/30/22
 Mitchel Bloomquist Date

x *[Signature]* 6/30/22
 Karin Bloomquist Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 30 day of June, 2022, by Mitchel and Karin Bloomquist a married couple

[Signature]
 Signature of notarial officer

May 17, 2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 234-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 234

PROPERTY OWNER:

BLOOMQUIST, MITCHEL
 BLOOMQUIST, KARIN
 1523 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2015-0000931

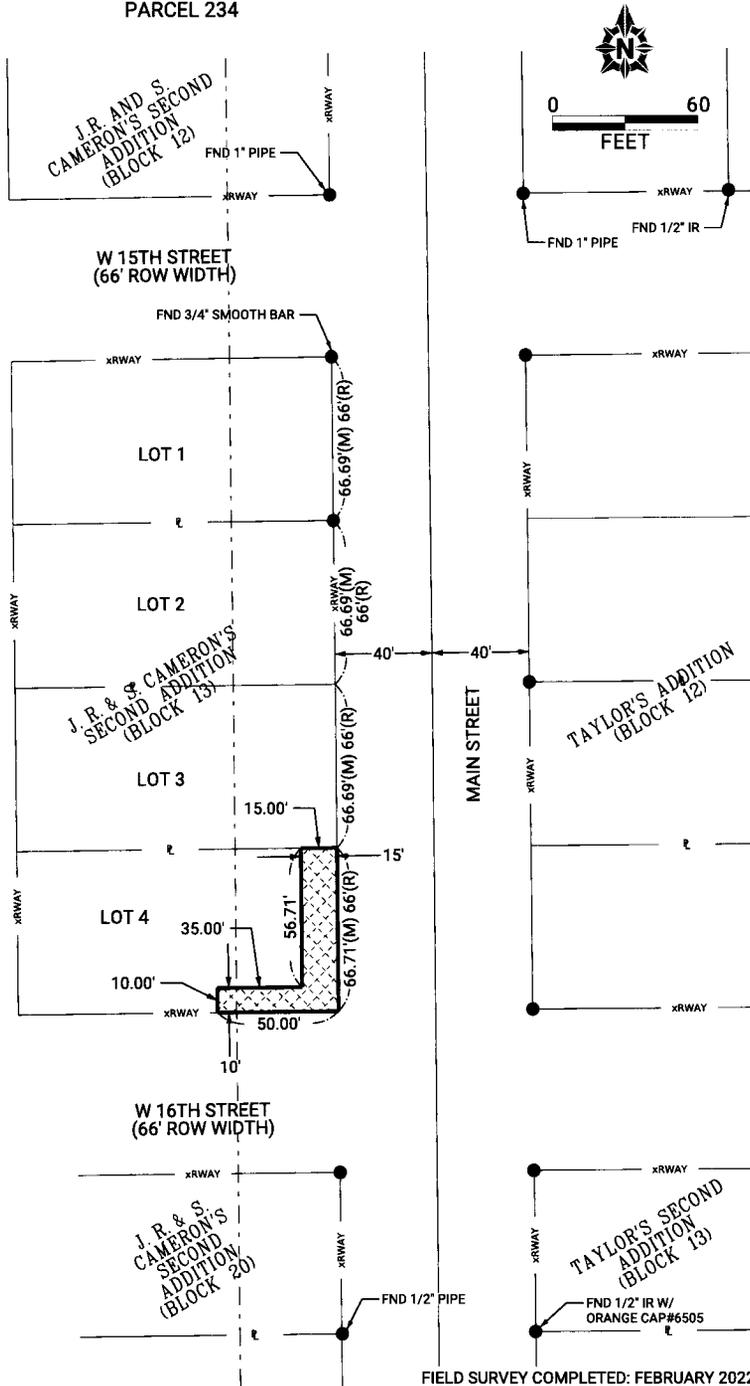
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 13 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 50.00 FEET OF LOT 4, BLOCK 13 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,351 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Mitchel Bloomquist and Karin Bloomquist, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

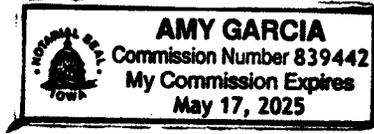
GRANTORS:

Mitchel Bloomquist
Mitchel Bloomquist

Karin Bloomquist
Karin Bloomquist

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 30 day of June, 2022, by Mitchel and Karin Bloomquist, a married couple, Grantors.

Amy Garcia
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 234-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 234

PROPERTY OWNER:

BLOOMQUIST, MITCHEL
 BLOOMQUIST, KARIN
 1523 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2015-00000931

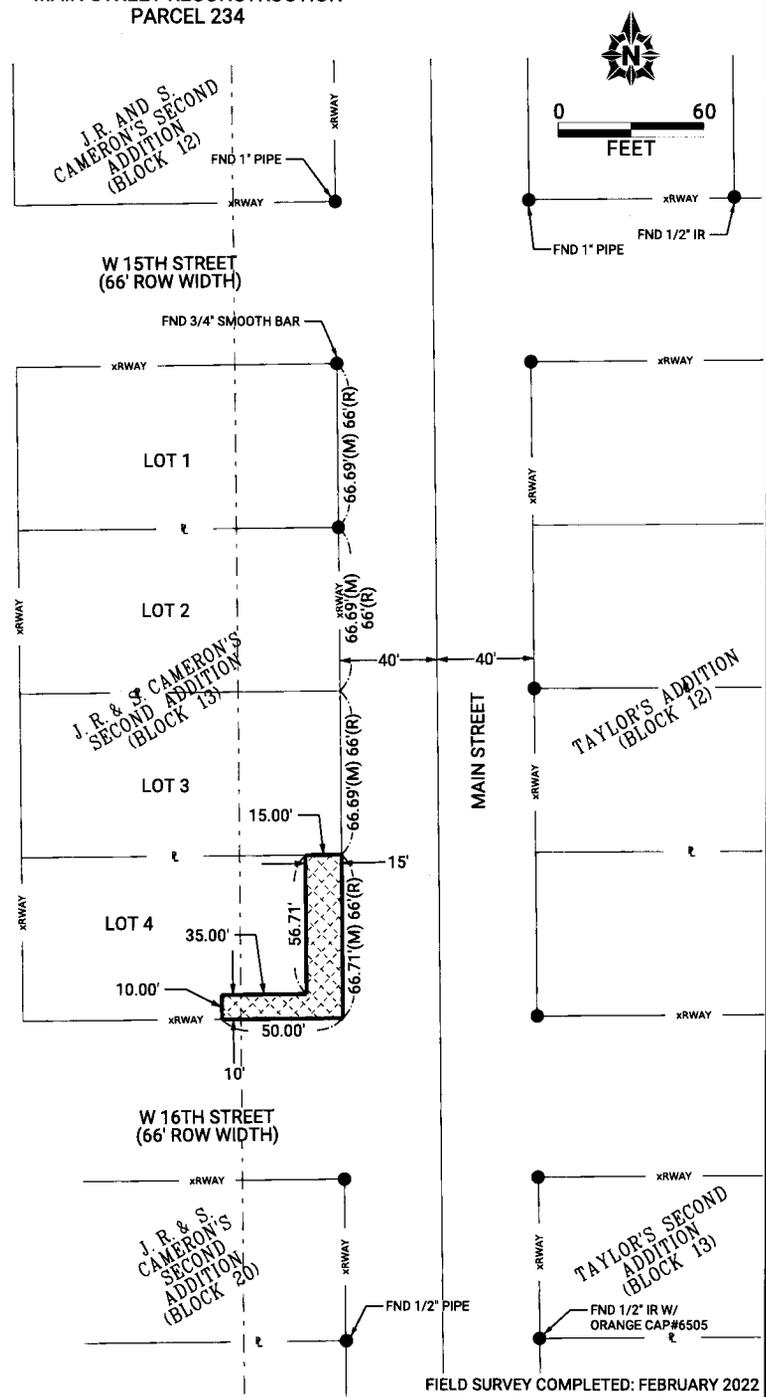
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SAID TRACT CONTAINS 1,351 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND PINCH PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - t- PROPERTY LINE
 - [Shaded Box] TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1603 Main St.
Parcel Number: 243
Project Number: RC-000-3283**

**County Tax Parcel No: 891413179004
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between MAKA Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,405.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1,405.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,061 sq. ft.	\$ 1,405.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

MAKA Properties, LLC

X [Signature] 2/10/22
Date

By: Mat Mathios

Title: owner/agent

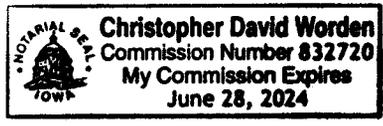
State of Iowa

County of Black Hawk

X _____ Date

By: _____

Title: _____



This record was acknowledged before me on the 10 day of February, 2022, by Matthew Mathios as owner of MAKA PROPERTIES LLC

[Signature]
Signature of notarial officer

06/28/2024
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 243-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1603 MAIN STREET
 PARCEL 243

PROPERTY OWNER:

MAKA PROPERTIES, LLC
 907 SHERIDAN ROAD
 WATERLOO, IA 50701
 FILE NO. 2020-00015486

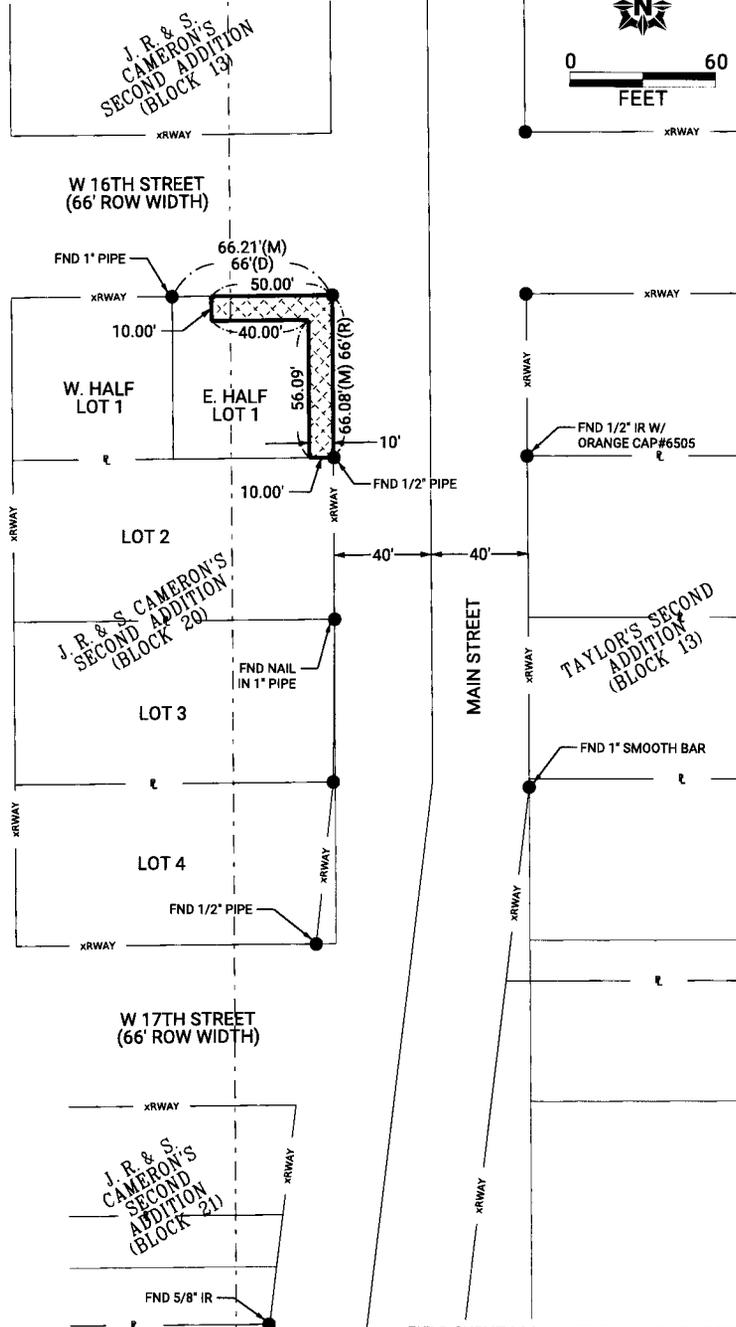
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 20 OF J. R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE NORTH 10.00 FEET OF THE EAST 50.00 FEET OF LOT 1, BLOCK 20 OF SAID J. R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,061 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by MAKA Properties, LLC ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

MAKA Properties, LLC

X [Signature] 2/11/22
Date

By: Matthew Matthias

Title: owner / agent

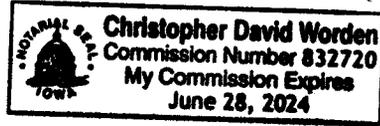
X _____ Date

By: _____

Title: _____

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 11th day of February, 2022, by Matthew Matthias, as owner of MAKA PROPERTIES LLC.

[Signature]
Signature of notarial officer

Stamp

[Notary]
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 243-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1603 MAIN STREET
 PARCEL 243

PROPERTY OWNER:

MAKA PROPERTIES, LLC
 907 SHERIDAN ROAD
 WATERLOO, IA 50701
 FILE NO. 2020-00015486

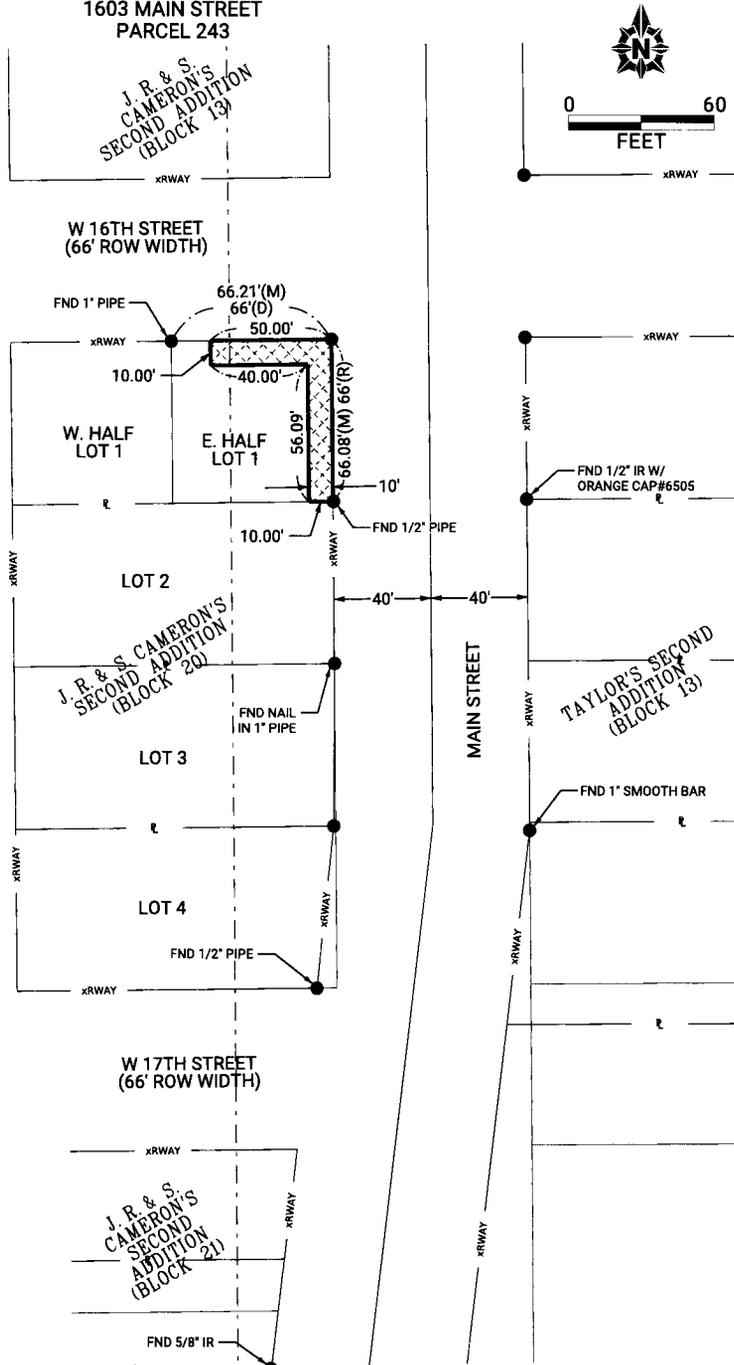
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- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND PINCH PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
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 - (R) RECORDED DIMENSION
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 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - PROPERTY LINE
 - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1715 Main St.
Parcel Number: 254
Project Number: RC-000-3283**

**County Tax Parcel No: 891413183005
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Freed Rentals, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>880.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>880.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>665</u> sq. ft.	<u>\$ 880.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Freed Rentals, L.L.C.

X [Signature] 4/12/22
Date

By: Brian Freed

Title: President

X _____
Date

By: _____

Title: _____

State of Iowa

County of Grundy



This record was acknowledged before me on the 12 day of April, 2022, by Brian Freed as President of Freed Rentals

Michelle Reinicke
Signature of notarial officer

5/16/2023
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 254-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1715 MAIN STREET
 PARCEL 254

PROPERTY OWNER:

FREED RENTALS, LLC
 25546 215TH STREET
 GRUNDY CENTER, IA 50638
 FILE NO. 2010-00013297

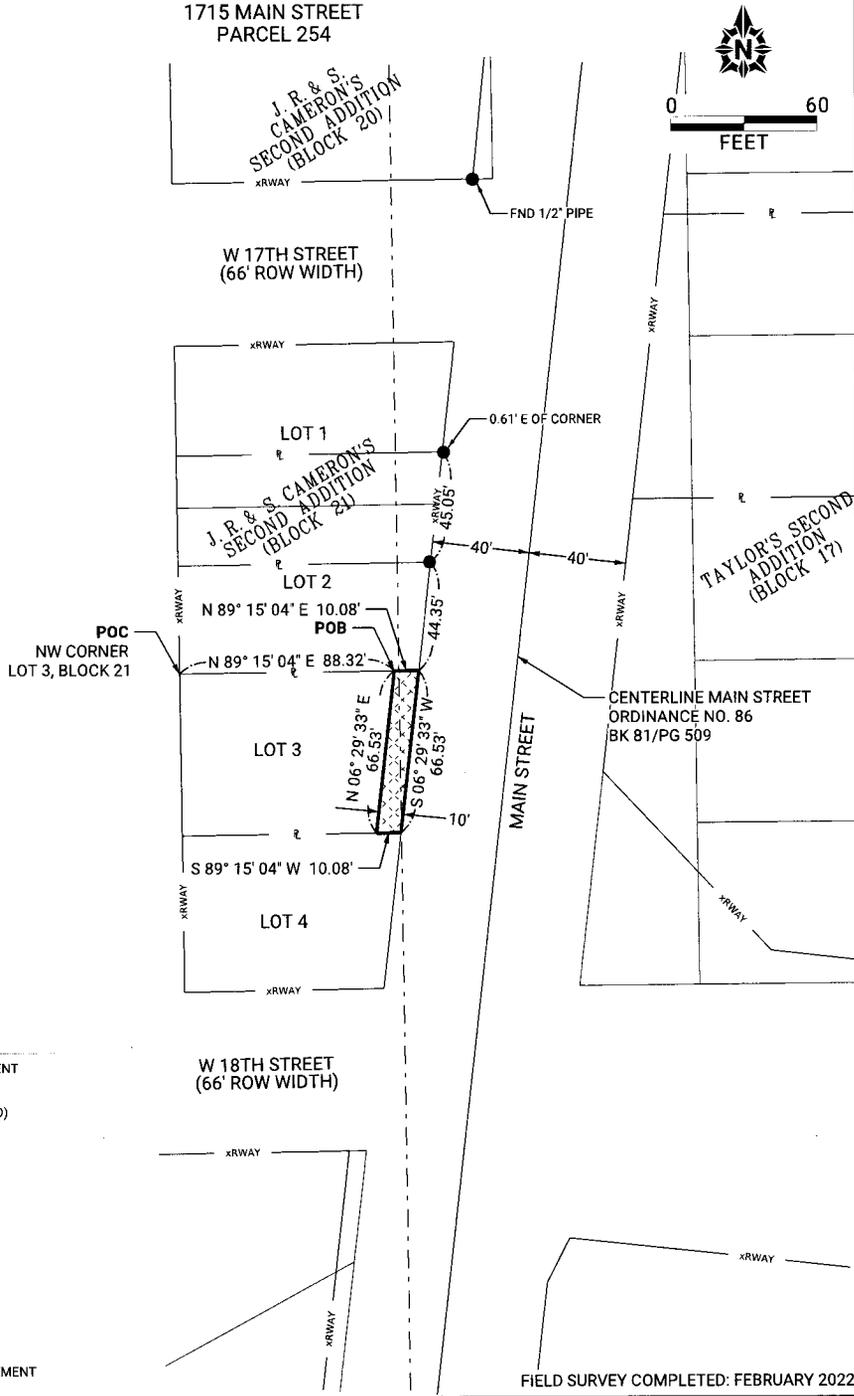
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 21, THENCE NORTH 89° 15' 04" EAST, 88.32 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 15' 04" EAST, 10.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06° 29' 33" WEST, 66.53 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE; THENCE NORTH 06° 29' 33" EAST, 66.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 665 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 5/8" REROD (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - r - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022



Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20____, by Freed Rentals, L.L.C. ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

Freed Rentals, L.L.C.

X [Signature] 4-12-22

X _____ Date

By: [Signature] Brian Freed

By: _____

Title: President

Title: _____

State of Iowa)

County of Grundy)



This record was acknowledged before me on the 12 day of April, 2022, by Brian Freed, as owner of Freed Rentals.

[Signature]
Signature of notarial officer

Stamp

[Iowa]
Title of Office

[My commission expires: 5/16/23]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 254-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1715 MAIN STREET
 PARCEL 254

PROPERTY OWNER:

FREED RENTALS, LLC
 25546 215TH STREET
 GRUNDY CENTER, IA 50638
 FILE NO. 2010-00013297

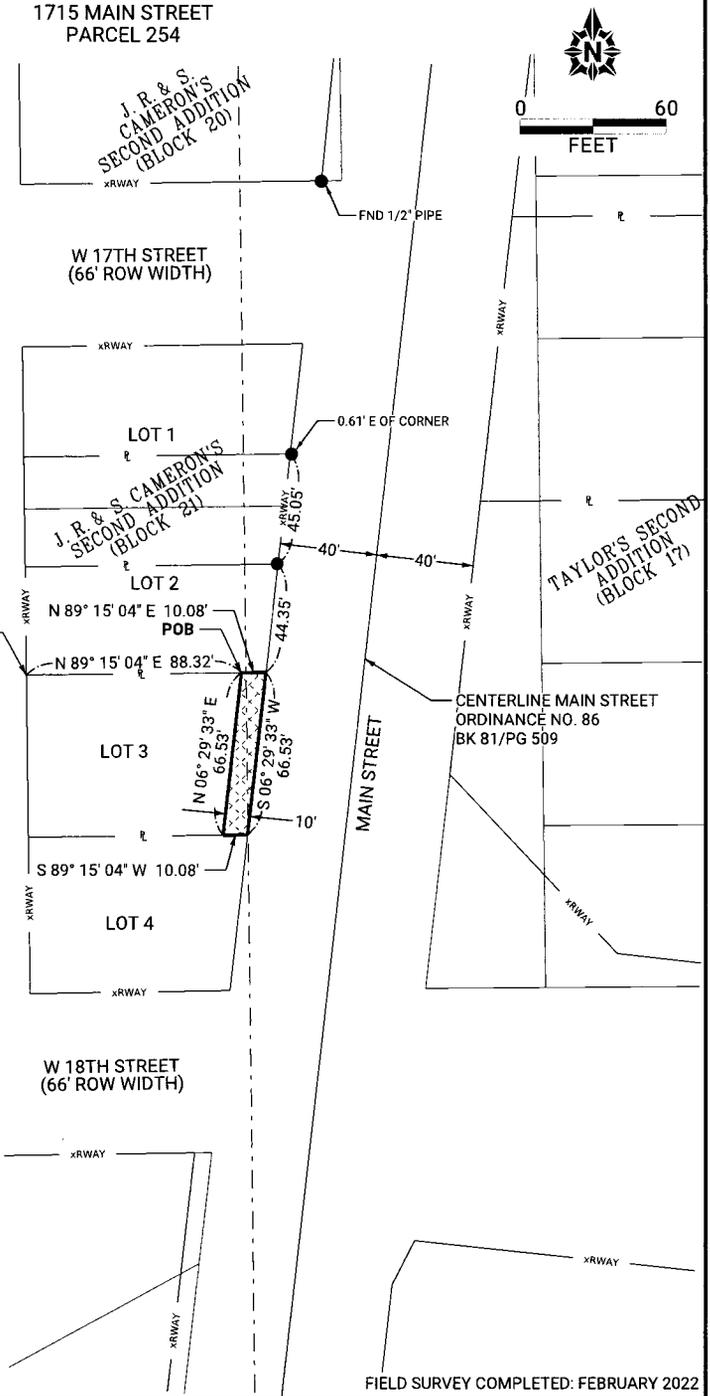
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 21, THENCE NORTH 89° 15' 04" EAST, 88.32 FEET ALONG THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 15' 04" EAST, 10.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER ORDINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06° 29' 33" WEST, 66.53 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89° 15' 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE; THENCE NORTH 06° 29' 33" EAST, 66.53 FEET TO THE POINT OF BEGINNING.

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LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 1901 Main St.
Parcel Number: 260
Project Number: RC-000-3283

County Tax Parcel No: 891413186014
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Thomas J. Vetter and Leann M. Vetter, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,145.00	on possession and conveyance	60 days after Buyer approval
\$ 1,145.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	866	sq. ft.	_____	\$ 1,145.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Thomas J. Vetter* 4-27-22
 Thomas J. Vetter Date

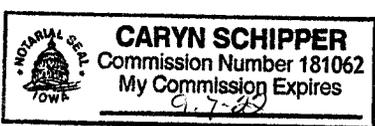
X *Leann M. Vetter* 4-27-22
 Leann M. Vetter Date

State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 27 day of April, 2022, by
Thomas J. Vetter and Leann M. Vetter

Caryn Schipper
 Signature of notarial officer

9-7-22
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 260-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 260

PROPERTY OWNER:

VETTER, THOMAS J.
 VETTER, LEANN M.
 1901 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00022900

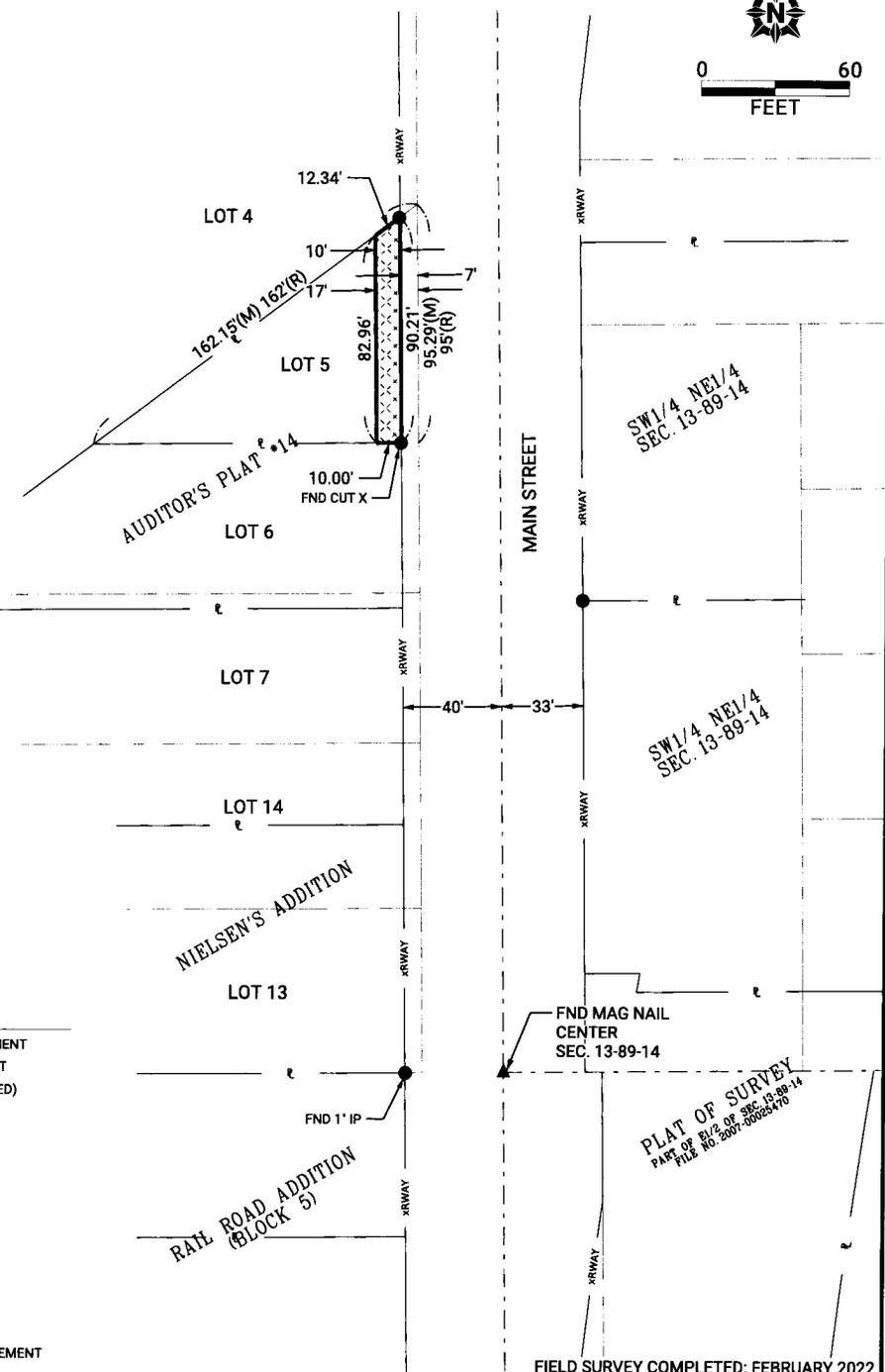
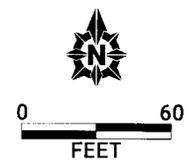
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT #14, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 135 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF THE EAST 17.00 FEET OF LOT 5 OF SAID AUDITOR'S PLAT #14, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 866 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" FERROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/18/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this day of _____, 20___, by Thomas J. Vetter and Leann M. Vetter, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall indemnify and hold harmless Grantor for any and all claims or judgments including but not limited to, attorneys fees and court costs and any damage or injury to real or personal property as well as injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors are exercising any rights with respect to the Easement Area which are granted to the Grantee under this agreement. While the terms of the Easement Agreement shall expire upon the completion of the public improvement project envisioned herein and final acceptance of the public improvement by the City Council of Grantee, the obligations to indemnify and hold harmless Grantor under this agreement shall extend to the final date of any applicable statute of limitations for any and all of the aforementioned claims.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

[Signature]
Thomas J. Vetter

[Signature]
Leann M. Vetter

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 27 day of April,
~~2022~~ by Thomas J. Vetter & Leann M. Vetter, Grantors.



[Signature]
Signature of notarial officer

Stamp

[Notary Public]
Title of Office

[My commission expires: 7-7-22]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 260-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 260

PROPERTY OWNER:

VETTER, THOMAS J.
 VETTER, LEANN M.
 1901 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2004-00022900

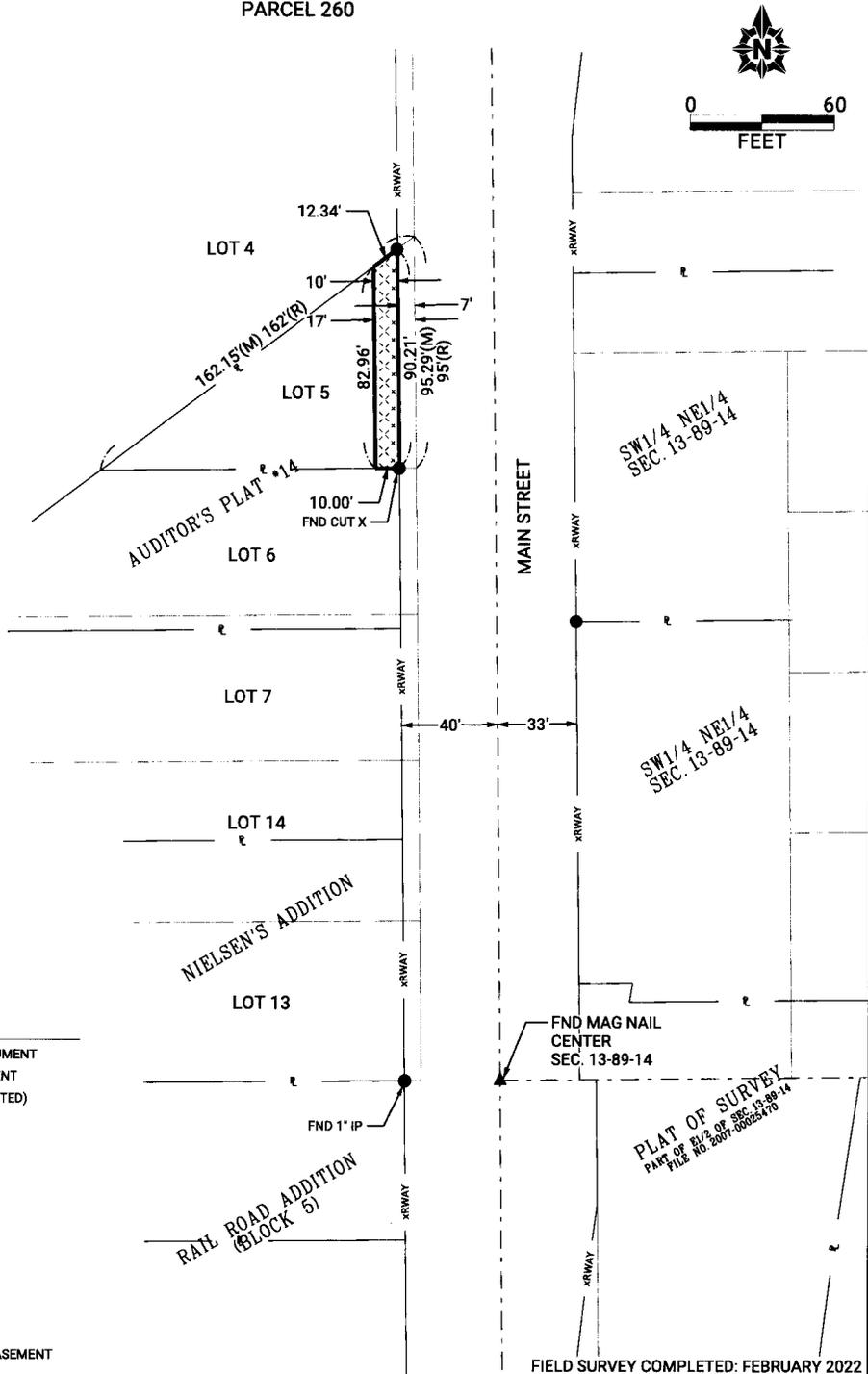
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT #14, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 135 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF THE EAST 17.00 FEET OF LOT 5 OF SAID AUDITOR'S PLAT #14, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 866 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/18/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1907 Main St.
Parcel Number: 261
Project Number: RC-000-3283**

**County Tax Parcel No: 891413186015
Project Name: Main Street Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Daryl R. Slinker and Georgia M. Slinker, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 875.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 875.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	660 sq. ft.	\$ 875.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of _____, 20__, by Daryl R. Slinker and Georgia M. Slinker, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

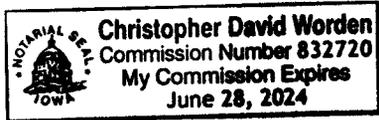
Daryl R. Slinker
Daryl R. Slinker

Georgia M. Slinker
Georgia M. Slinker

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 23 day of February,
2022, by Daryl Slinker and Georgia Slinker, Grantors.



[Signature]
Signature of notarial officer

Stamp

[Notary]
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 261-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 261

PROPERTY OWNER:

SLINKER, DARYL R.
 SLINKER, GEORGIA M.
 1907 MAIN STREET
 CEDAR FALLS, IA 50613
 BOOK 645, PAGE 426

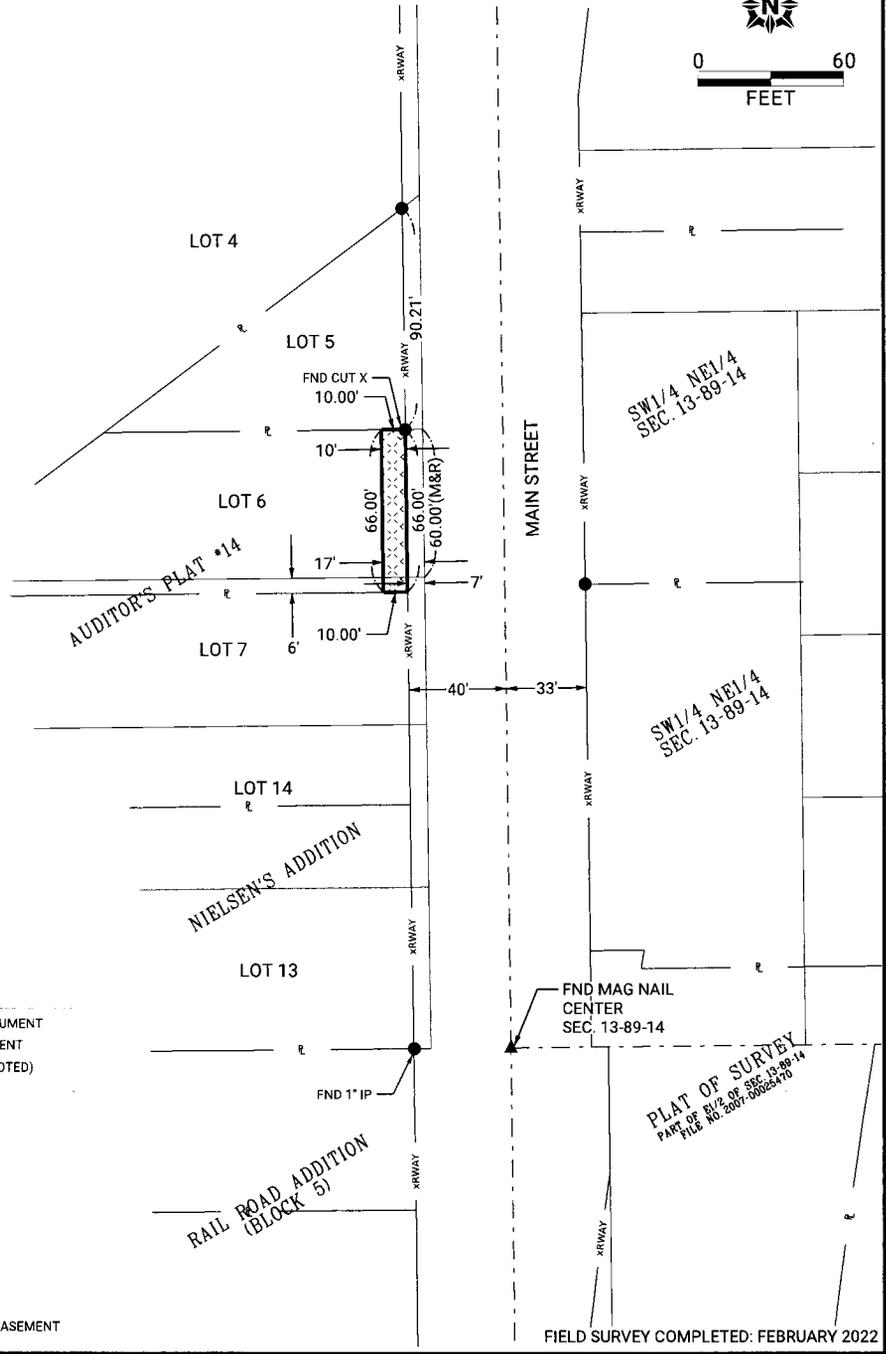
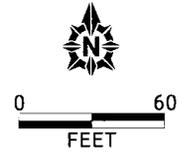
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 & LOT 7 OF AUDITOR'S PLAT #14, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 135 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF THE EAST 17.00 FEET OF LOT 6 AND THE WEST 10.00 FEET OF THE EAST 17.00 FEET OF THE NORTH 6.00 FEET OF LOT 7, SAID AUDITOR'S PLAT #14, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 660 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REPOD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- ℓ - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1925 Main St.
Parcel Number: 263
Project Number: RC-000-3283**

**County Tax Parcel No: 891413186024
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Matthew T. Reisetter and Jennifer A. Bunting N/K/A Jennifer A. Reisetter, husband and
wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,315.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,315.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	<u>996</u>	sq. ft.	_____	\$ <u>1,315.00</u>
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

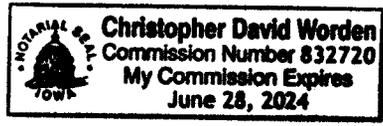
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:
 X Matthew T. Reisetter 2/18/22
 Matthew T. Reisetter Date

X Jennifer A. Reisetter 2.18.22
 Jennifer A. Bunting Date
 N/K/A Jennifer A. Reisetter

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 18th day of February, 2022, by MATTHEW REISSETTER & JENNIFER REISSETTER.

[Signature]
 Signature of notarial officer

06/28/2024
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 263-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1925 MAIN STREET
 PARCEL 263

PROPERTY OWNER:

REISSETTER, MATTHEW T.
 BUNTING, JENNIFER A.
 4511 RANCHERO ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2022-00015780

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 & LOT 14 OF NIELSEN'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK B, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

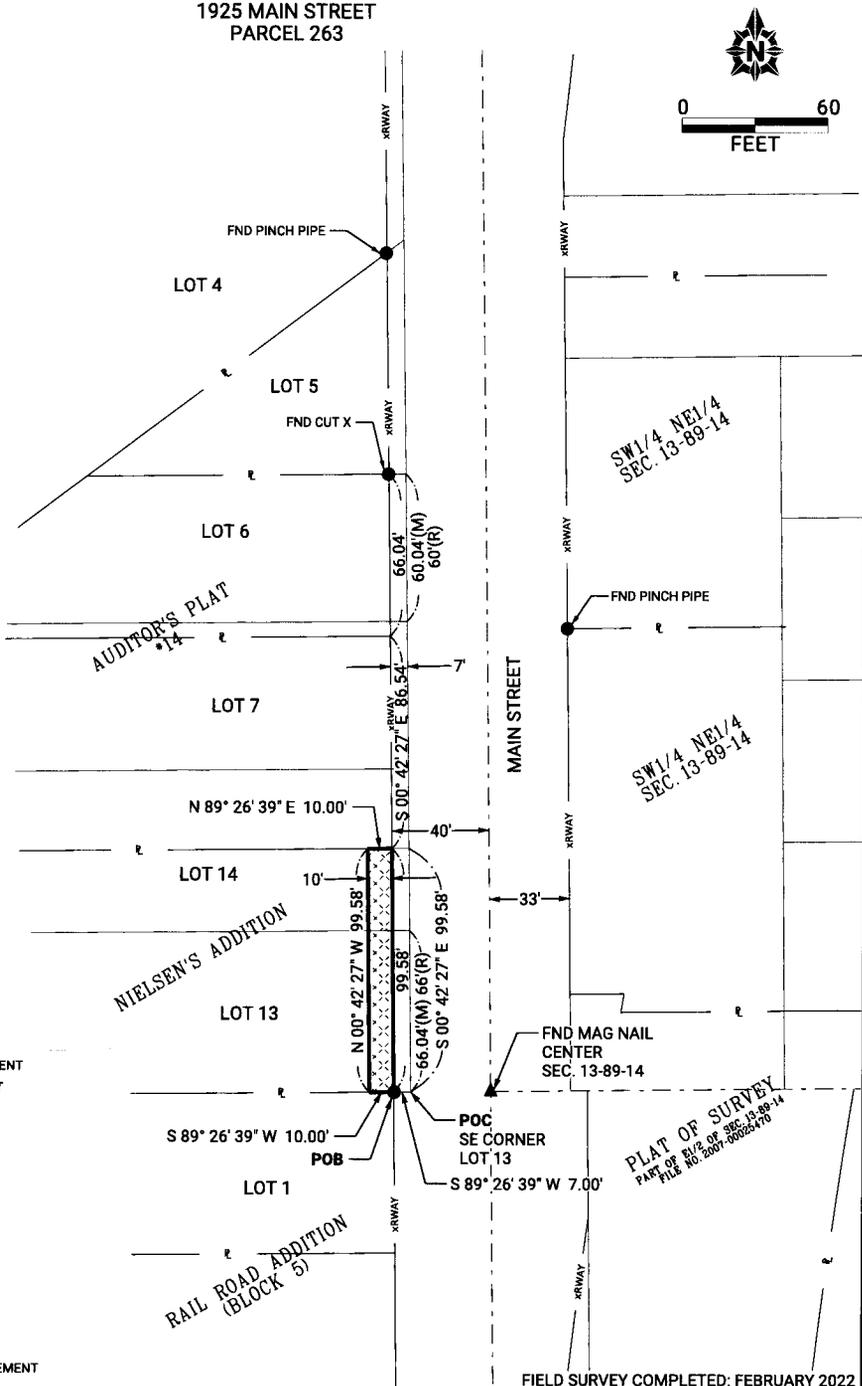
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13, THENCE SOUTH 89° 26' 39" WEST, 7.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 26' 39" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 42' 27" WEST, 99.58 FEET; THENCE NORTH 89° 26' 39" EAST, 10.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 27" EAST, 99.58 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 996 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this day of _____, 20__, by Matthew T. Reisetter and Jennifer A. Bunting N/K/A Jennifer A. Reisetter, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS
Matthew T. Reisetter
Matthew T. Reisetter

Jennifer A. Reisetter
Jennifer A. Bunting
N/K/A Jennifer A. Reisetter

State of Iowa)
County of Black Hawk)



This record was acknowledged before me on the 18th day of February, 2022, by Matthew Reisetter & Jennifer Reisetter, Grantors.

[Signature]
Signature of notarial officer

Stamp

[Notary]
Title of Office

[My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 263-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1925 MAIN STREET
 PARCEL 263

PROPERTY OWNER:

REISSETTER, MATTHEW T.
 BUNTING, JENNIFER A.
 4511 RANCHERO ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2022-00015780

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 13 & LOT 14 OF NIELSEN'S ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK B, PAGE 26 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

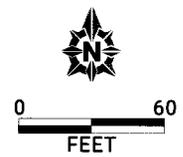
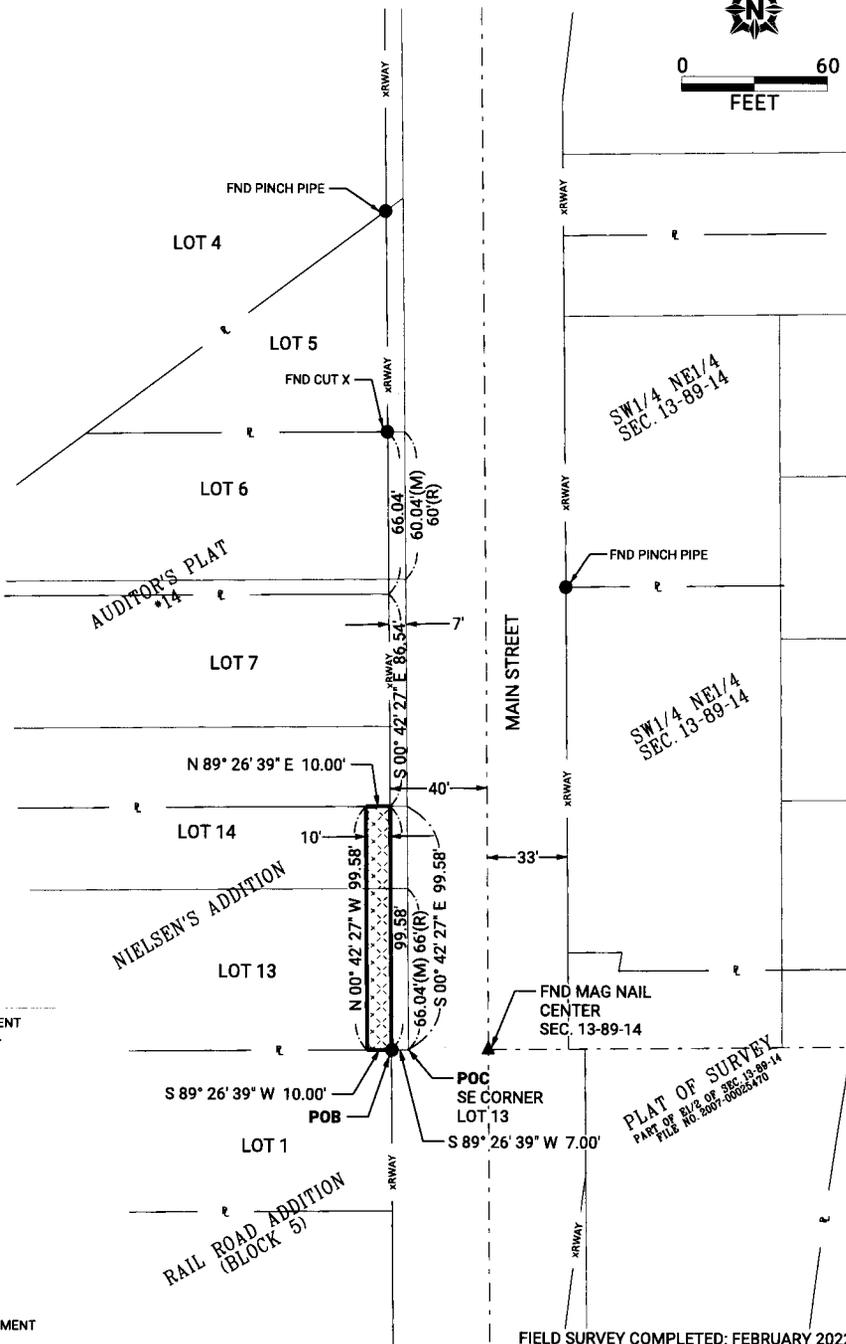
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13, THENCE SOUTH 89° 26' 39" WEST, 7.00 FEET ALONG THE SOUTH LINE OF SAID LOT 13 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 26' 39" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 42' 27" WEST, 99.58 FEET; THENCE NORTH 89° 26' 39" EAST, 10.00 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 27" EAST, 99.58 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 996 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- x- RWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- t- PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



SW 1/4 NE 1/4
 SEC. 13-89-14

SW 1/4 NE 1/4
 SEC. 13-89-14

PLAT OF SURVEY
 PART OF SW 1/2 OF SEC. 13-89-14
 FILE NO. 2007-0002470

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1929 Main St.
Parcel Number: 264
Project Number: RC-000-3283**

**County Tax Parcel No: 891413329001
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Jeremy Clayton and Jennifer Clayton, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 870.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 870.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.	_____	\$ _____
Underlying Fee Title	_____	sq. ft.	_____	\$ _____
Temporary Easement	658	sq. ft.	_____	\$ 870.00
Permanent Easement	_____	sq. ft.	_____	\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

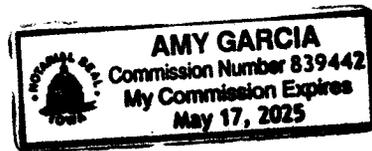
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Jeremy Clayton* 6-30-22
 Jeremy Clayton Date

X *Jennifer Clayton* 6-30-22
 Jennifer Clayton Date

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 30 day of June, 2022, by
Jeremy and Jennifer Clayton a married couple

Amy Garcia
 Signature of notarial officer

May 17, 2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 264-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1929 MAIN STREET
 PARCEL 264

PROPERTY OWNER:

CLAYTON, JEREMY & JENNIFER
 1040 W CEDAR WAPSI ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00011900

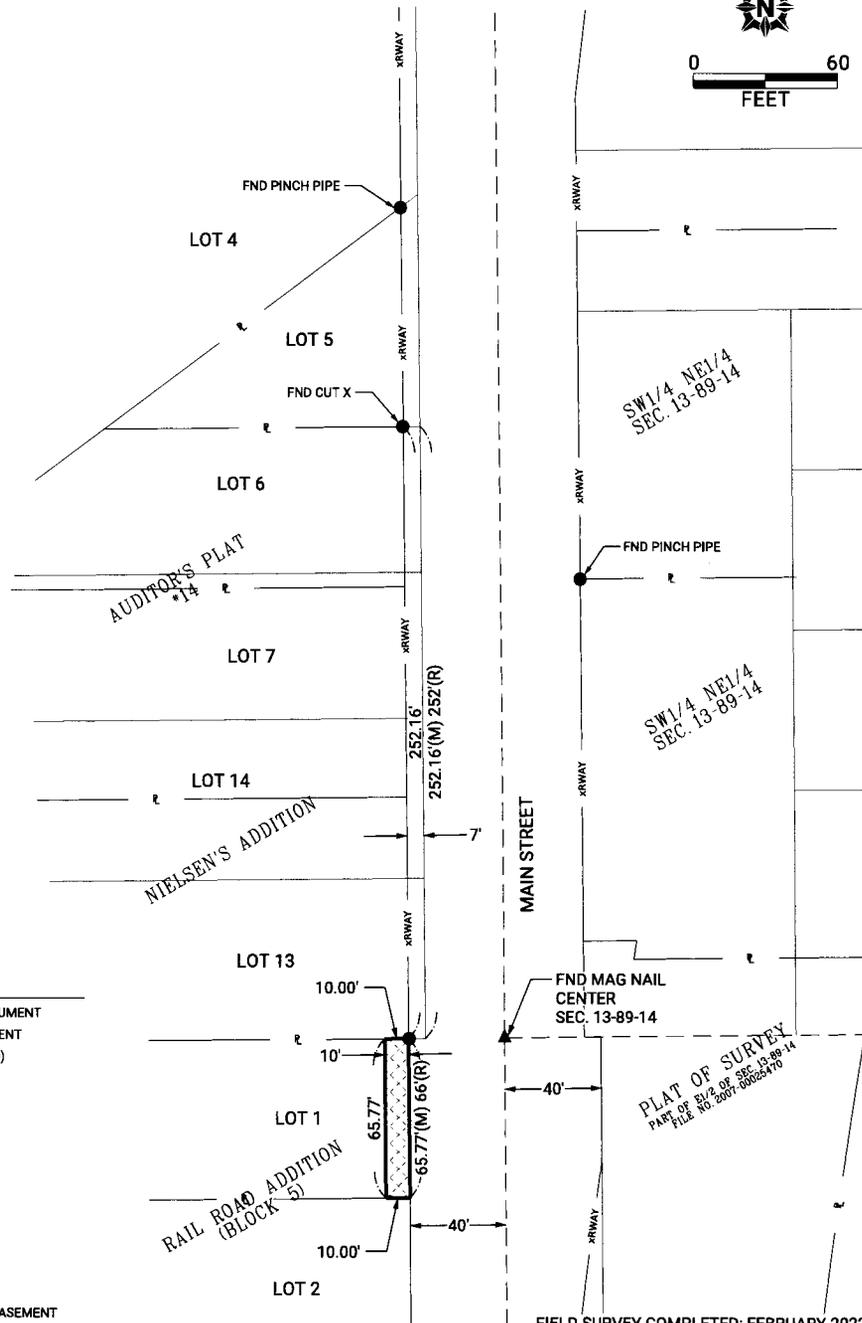
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 1, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Jeremy Clayton and Jennifer Clayton, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

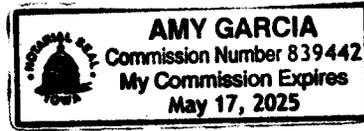
GRANTORS:

Jeremy Clayton
Jeremy Clayton

Jennifer Clayton
Jennifer Clayton

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 30 day of June, 2022, by Jeremy and Jennifer Clayton, a married couple, Grantors.

Amy Garcia
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: May 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 264-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1929 MAIN STREET
 PARCEL 264

PROPERTY OWNER:

CLAYTON, JEREMY & JENNIFER
 1040 W CEDAR WAPSI ROAD
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00011900

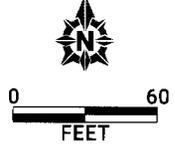
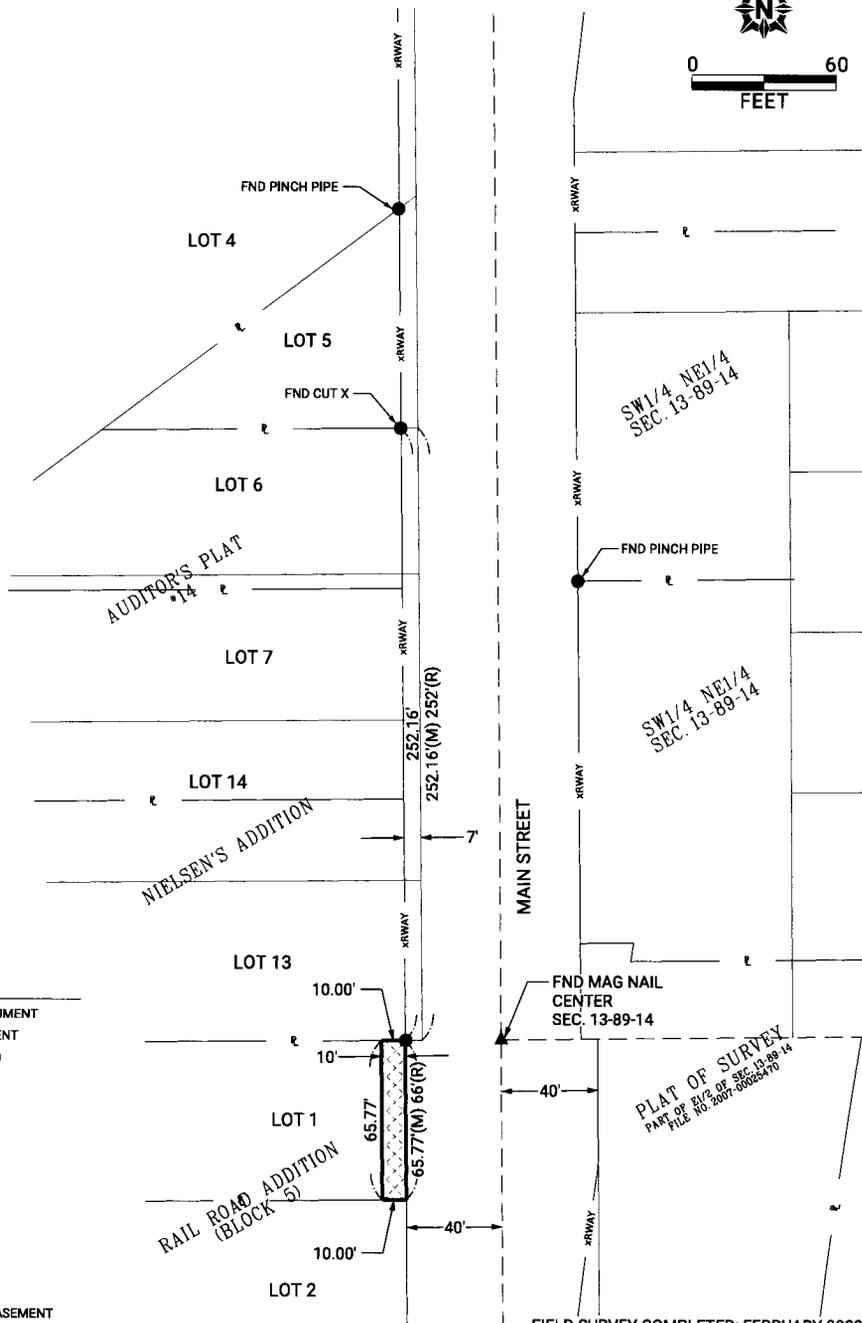
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 1, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 658 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" REDOD W/ORANGE CAP #24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/30/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1931 Main St.
Parcel Number: 265
Project Number: RC-000-3283**

**County Tax Parcel No: 891413329002
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between Richard L. Robert, a single person, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,085.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,085.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>678</u>	sq. ft.	\$ <u>1,085.00</u>
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Richard L. Robert 3/2/22
 Richard L. Robert Date

X _____
 Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 2 day of March, 2022, by
Richard L. Robert

Christine D. Reiter
 Signature of notarial officer

9/15/24
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 265-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 265

PROPERTY OWNER:

ROBERT, RICHARD "DICK" L.
 1931 MAIN STREET
 CEDAR FALLS IA 50613
 BOOK 609, PAGE 278

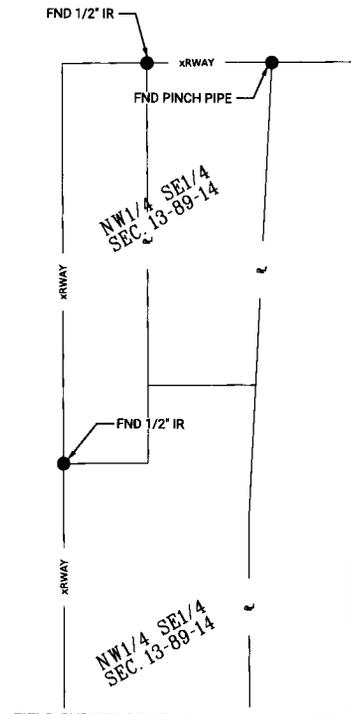
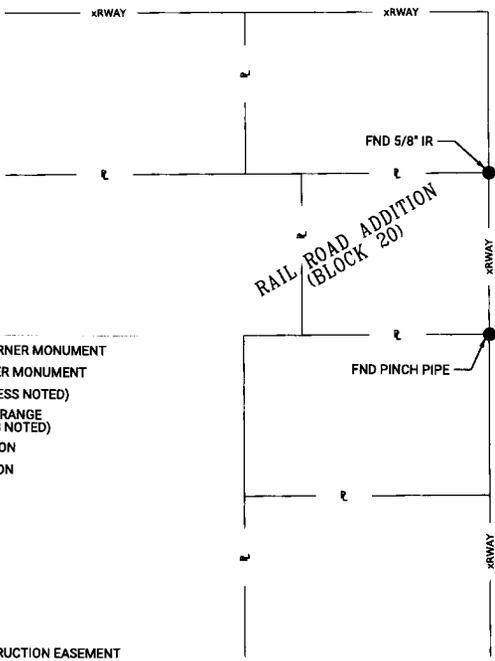
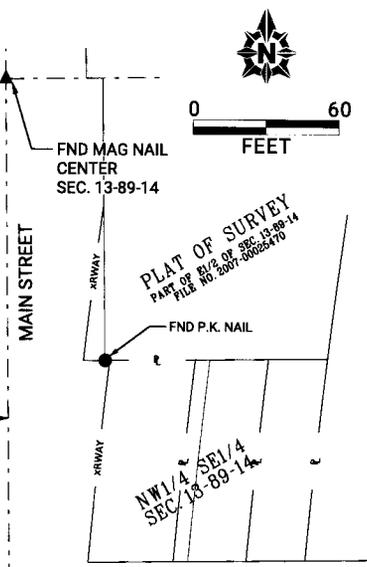
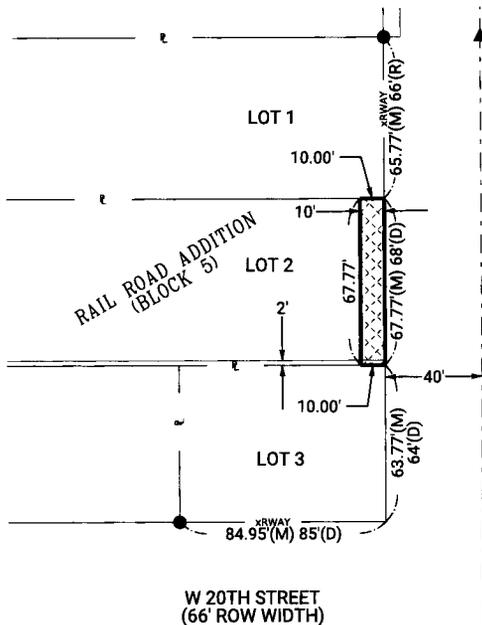
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 AND LOT 3, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2 AND THE EAST 10.00 FEET OF THE NORTH 2.00 FEET OF LOT 3, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 678 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - XRWAY - RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - t - PROPERTY LINE
 - ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Richard L. Robert, a single person (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

X Richard L. Robert
Richard L. Robert

X _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 2 day of MARCH,
2022, by Richard L. Robert, Grantor.

Christine D. Reiter
Signature of notarial officer

Stamp

[Notary]
Title of Office

[My commission expires: 9/15/24]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 265-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 265

PROPERTY OWNER:

ROBERT, RICHARD "DICK" L.
 1931 MAIN STREET
 CEDAR FALLS IA 50613
 BOOK 609, PAGE 278

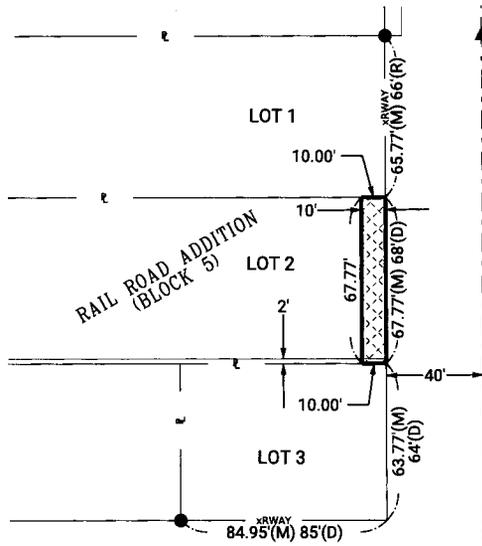
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2 AND LOT 3, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

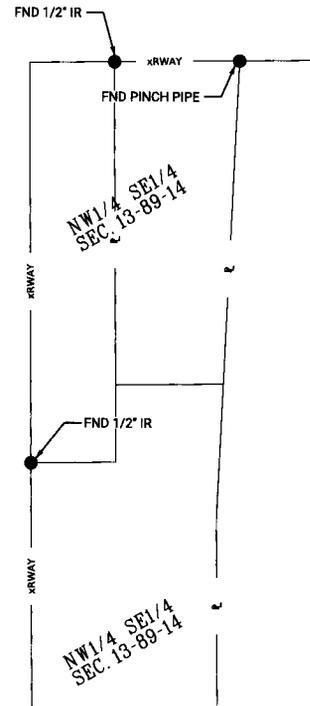
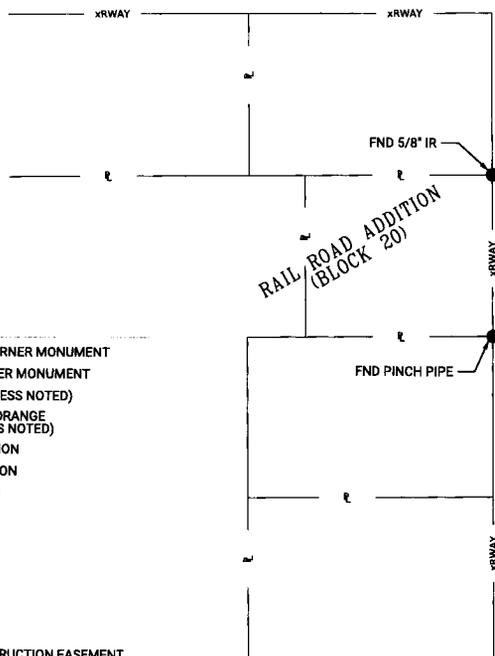
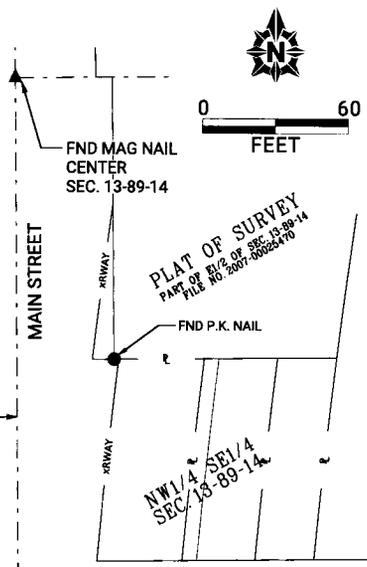
THE EAST 10.00 FEET OF LOT 2 AND THE EAST 10.00 FEET OF LOT 3, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 678 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



W 20TH STREET
 (66' ROW WIDTH)



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 ♦ Phone: 319-365-9565 ♦

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 1935 Main St.
Parcel Number: 266
Project Number: RC-000-3283**

**County Tax Parcel No: 891413329004
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Kenneth A. Budke and Patricia L. Budke, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,585.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,585.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>988</u> sq. ft.	<u>\$ 1,585.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x Kenneth A Budke
 Kenneth A. Budke
 Date 5/25/22

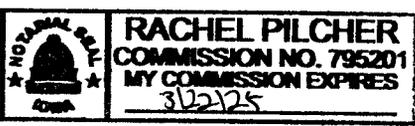
x Patty L Budke 5/25/22
 Patricia L. Budke / AKA Patty L Budke
 Date

State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 25 day of May, 2022, by
Kenneth + Patty Budke

Rachel Pilcher
 Signature of notarial officer

3/22/25
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 266-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1935 MAIN STREET
 PARCEL 266

PROPERTY OWNER:

BUDKE, KENNETH A.
 BUDKE, PATRICIA L.
 9501 KIMBALL AVENUE
 WATERLOO, IA 50701
 BOOK 636, PAGE 989

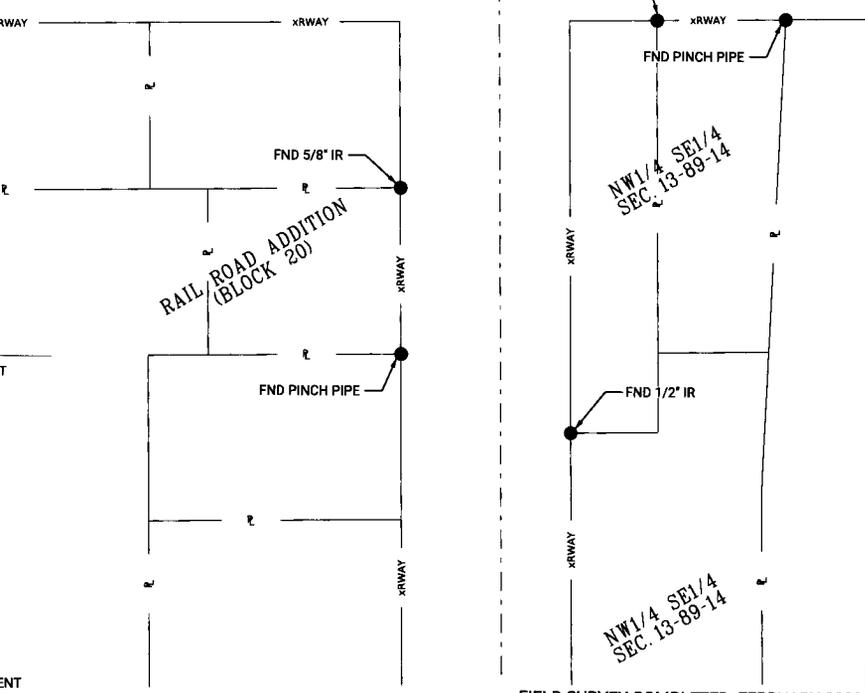
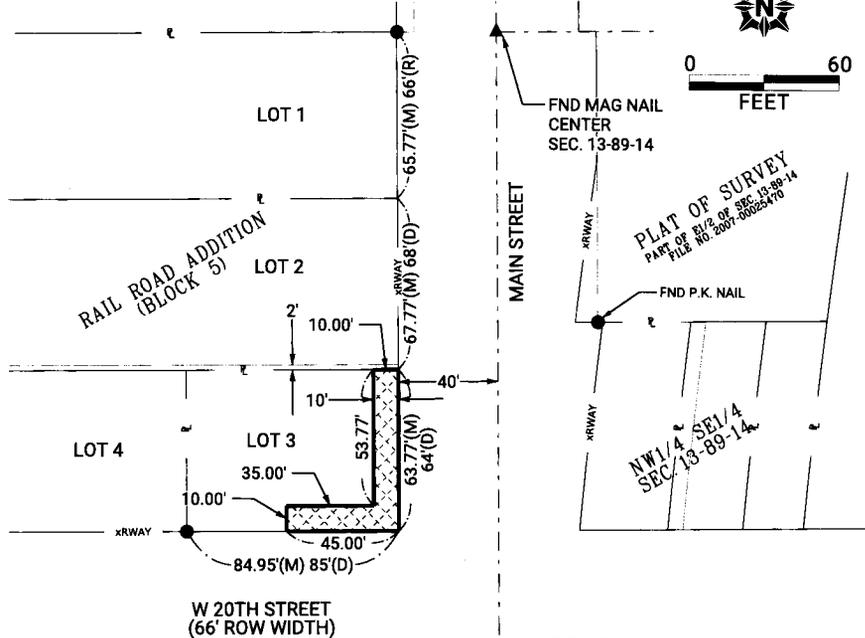
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 45.00 FEET OF LOT 3, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 988 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RE ROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xrway - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Kenneth A. Budke and Patricia L. Budke, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Kenneth A. Budke
Kenneth A. Budke

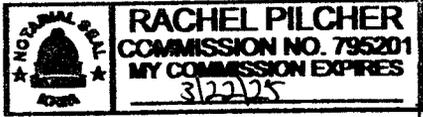
X Patricia L. Budke
Patricia L. Budke /AKA Patty L. Budke

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 25 day of May,
202, by Kenneth + Patty Budke, Grantors.

Rachel Dill
Signature of notarial officer

Stamp 

Title of Office

[My commission expires: 3/22/25]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 266-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1935 MAIN STREET
 PARCEL 266

PROPERTY OWNER:

BUDKE, KENNETH A.
 BUDKE, PATRICIA L.
 9501 KIMBALL AVENUE
 WATERLOO, IA 50701
 BOOK 636, PAGE 989

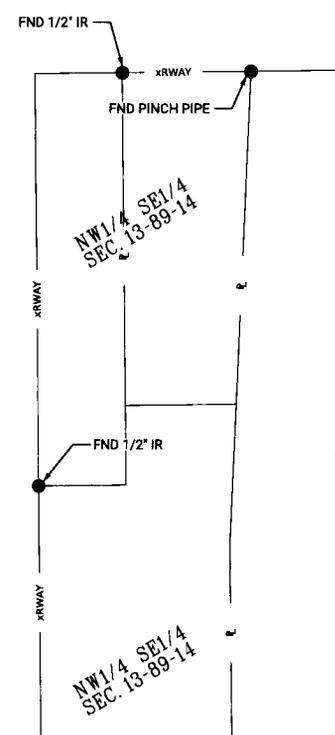
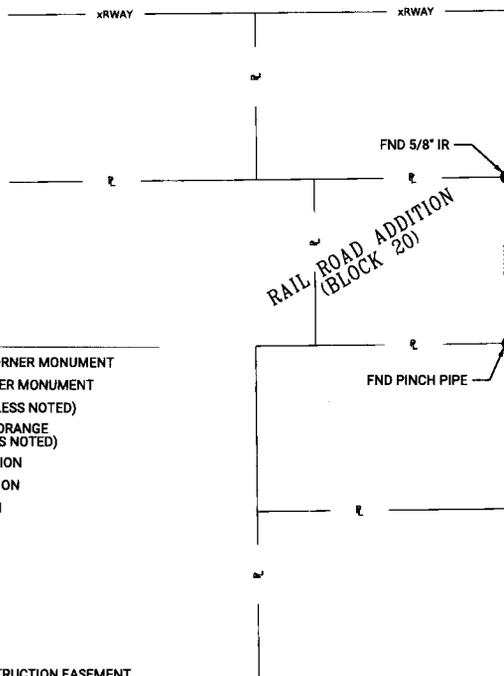
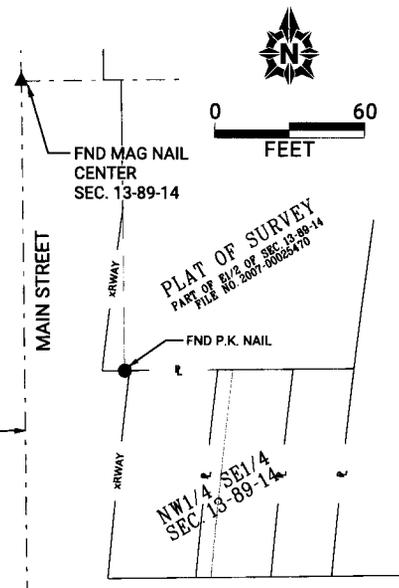
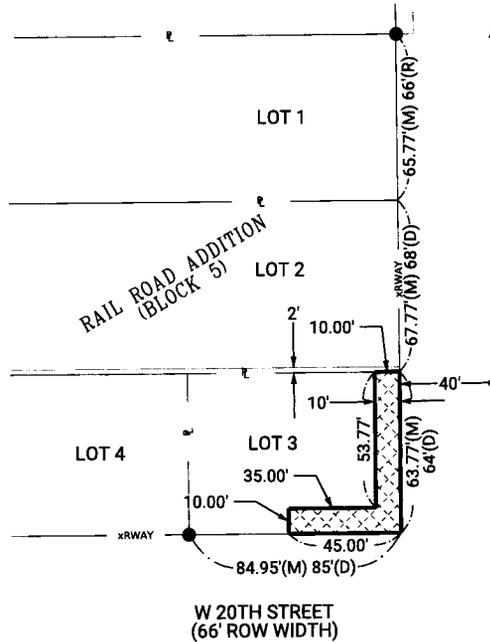
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 5 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET AND THE SOUTH 10.00 FEET OF THE EAST 45.00 FEET OF LOT 3, BLOCK 5 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 988 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED ROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- t - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2009 Main St.
Parcel Number: 272
Project Number: RC-000-3283**

**County Tax Parcel No: 891413333009
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between James B. Nuss and Penny J. Nuss, his wife, Seller, and the City of Cedar Falls, Iowa,
Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 870.00	on possession and conveyance	60 days after Buyer approval
\$ 870.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	659 sq. ft.	\$ 870.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

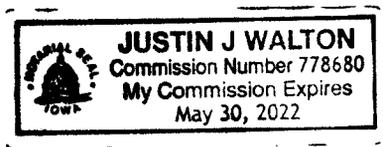
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x James B. Nuss 4/8/22
 James B. Nuss Date

x Penny J. Nuss 4.8.2022
 Penny J. Nuss Date

State of Iowa
 County of Polk



This record was acknowledged before me on the 8th day of April, 2022, by James + Penny Nuss, a married couple.

[Signature]
 Signature of Notarial officer

5/30/2022
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 272-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 272

PROPERTY OWNER:

NUSS, JAMES B.
 2009 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2005-00005799

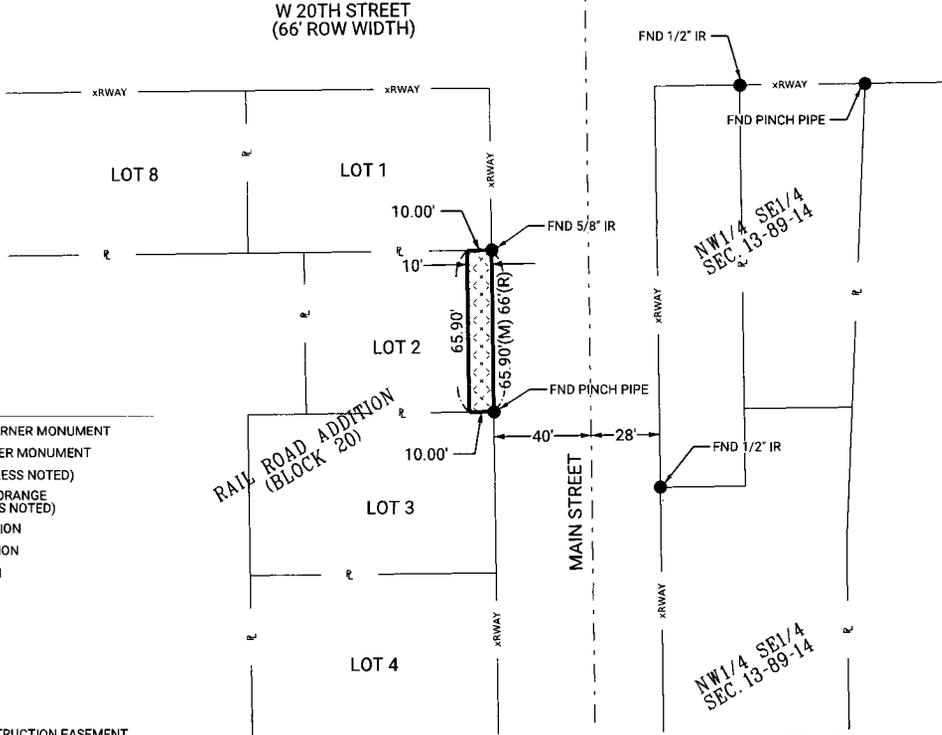
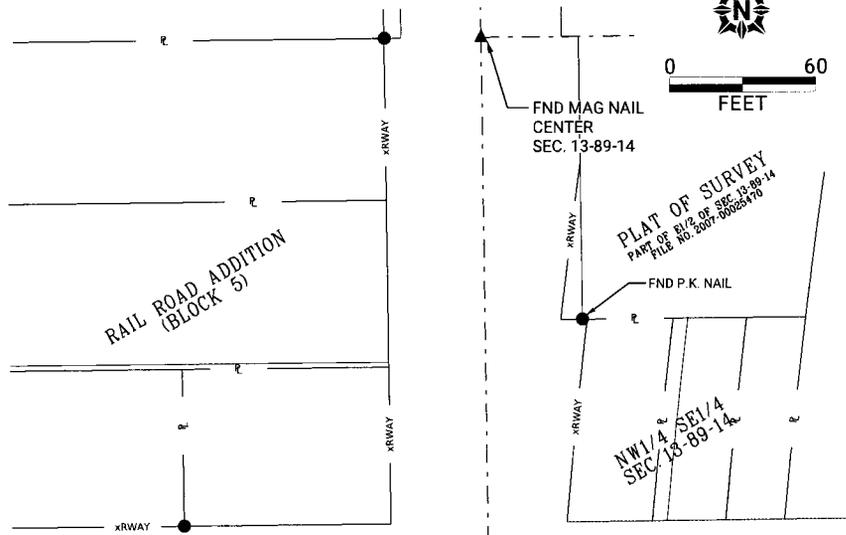
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 20 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 659 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- e - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by James B. Nuss and Penny J. Nuss, his wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

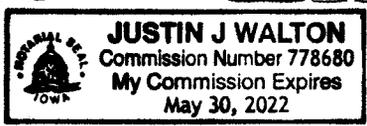
James B. Nuss
James B. Nuss

Penny J. Nuss 4-8-2022
Penny J. Nuss

State of Iowa)

County of Polk)

This record was acknowledged before me on the 8th day of April,
2022, by James + Penny Nuss, a married couple, Grantors.



Justin J. Walton
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 272-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 PARCEL 272

PROPERTY OWNER:

NUSS, JAMES B.
 2009 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2005-00005799

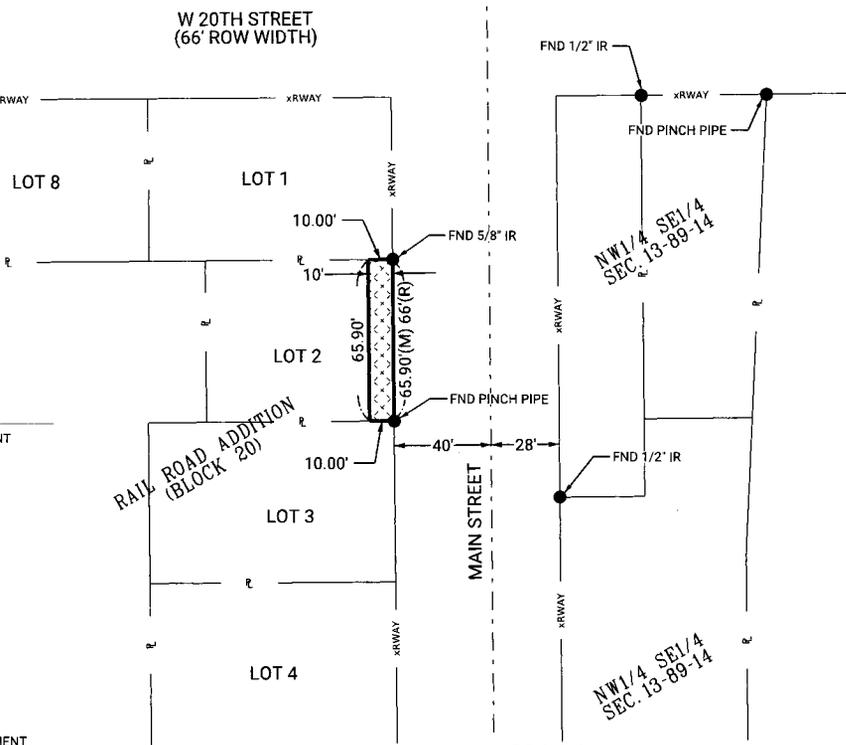
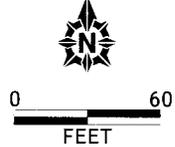
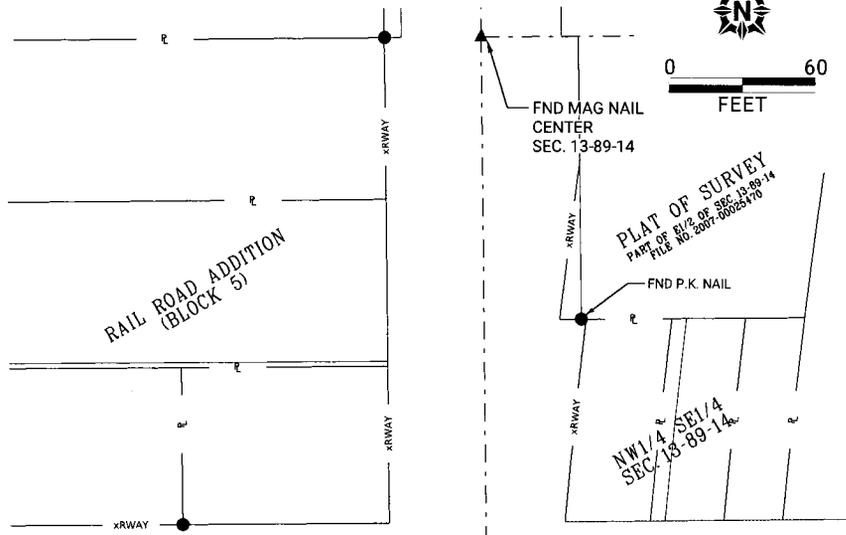
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 2, BLOCK 20 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 659 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - - - SECTION LINE
 - xRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - - - PROPERTY LINE
 - [Pattern] TEMPORARY CONSTRUCTION EASEMENT

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

**Property Address: 2103 Main Street
Parcel Number: 279
Project Number: RC-000-3283**

**County Tax Parcel No: 891413337002
Project Name: Main Street Reconstruction**

THIS AGREEMENT is entered into on this _____ day of _____, 202_, by and between Brad Jacobson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the Premises:

See Attached Temporary Easement Plat

2. The Premises specifically includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims under the terms of this Agreement and discharges Buyer from liability because of this Agreement and the construction of the above public improvement project.

Seller is tenant on the property of the following owner: Sandra L. Thompson, N/K/A Sandra L. Benak, and Thomas J. Benak, her husband ("Owner").

- 3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of Two Hundred and NO/100 Dollars (\$200.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity.
- 4. Seller grants to the City a Temporary Construction Easement as shown on the attached Temporary Easement Plat. Seller agrees to execute a Tenant Temporary Construction Easement Agreement, a copy of which is attached hereto.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises as set forth in this Agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. The interests conveyed in this Agreement are granted only to the extent of and only for the duration of Seller's leasehold interest in the Premises.
- 7. This Agreement shall apply to and bind the assigns and successors in interest of the Seller.
- 8. The Premises shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 9. This written Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the Premises, except:_____.

11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:
X [Signature]
Brad Jacobson

X 5/17/2022

State of IOWA

County of Black Hawk

This record was acknowledged before me on the 17 day of May, 2022, by Susette M Musch Brad Jacobson

[Signature]
Signature of notarial officer

 SUsETTE M. MUSCH 8-26-2024
COMMISSION NO. 60110 Commission Expires
MY COMMISSION EXPIRES
8-26-2024

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 279-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2103 MAIN STREET
 PARCEL 279

PROPERTY OWNER:

THOMPSON (BENAK), SANDRA L.
 2205 MINNETONKA DRIVE
 CEDAR FALLS, IA 50613
 BOOK 674, PAGE 150

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1 AND IN THE VACATED ALLEY BETWEEN LOT 1 & LOT 2, BLOCK 29 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 29 OF SAID RAIL ROAD ADDITION, THENCE NORTH 89° 21' 05" EAST, 67.33 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 21ST STREET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 49" EAST, 65.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1, BLOCK 29; THENCE SOUTH 89° 21' 05" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 42' 49" WEST, 55.96 FEET; THENCE SOUTH 89° 21' 05" WEST, 57.33 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 00° 42' 49" WEST, 10.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

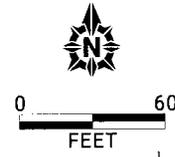
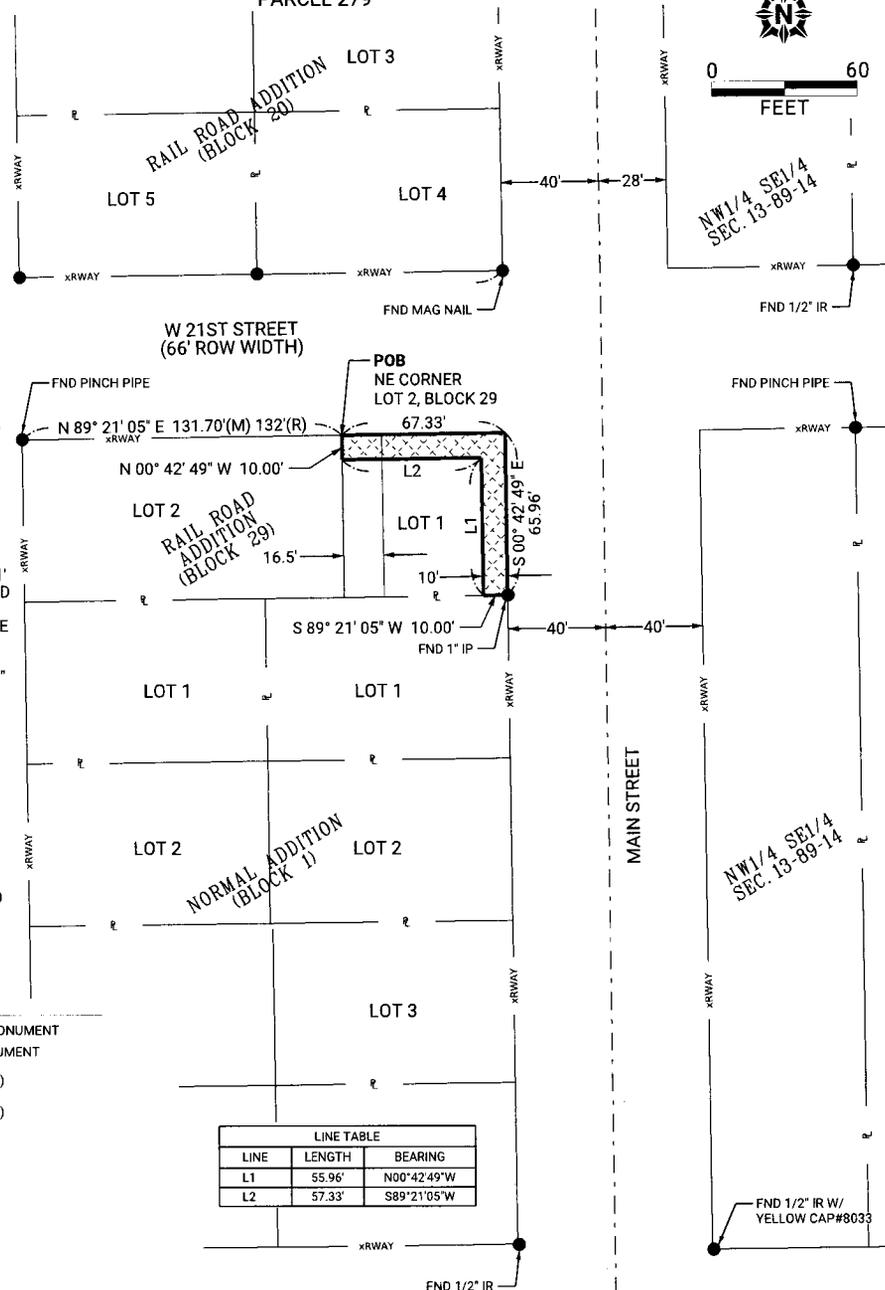
SAID TRACT CONTAINS 1,233 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/B BLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.96'	N00°42'49"W
L2	57.33'	S89°21'05"W



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2103 Main St.
Parcel Number: 279
Project Number: RC-000-3283

County Tax Parcel No: 891413337002
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Sandra L. Thompson, N/K/A Sandra L. Benak, and Thomas J. Benak, her husband, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,975.00	on possession and conveyance	60 days after Buyer approval
\$ 1,975.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	1,233	sq. ft.		\$ 1,975.00
Permanent Easement	_____	sq. ft.		\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

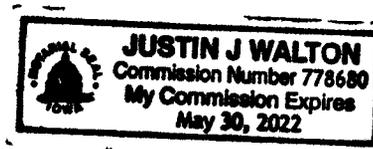
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Sandra L. Thompson
 X *Sandra L. Benak* 3/23/22
 Sandra L. Thompson Date
 N/K/A Sandra L. Benak

X *Thomas J. Benak* 3-23/22
 Thomas J. Benak Date

State of Iowa
 County of Blackhawk



This record was acknowledged before me on the 23 day of March, 2022, by Sandra L. Benak + Thomas J. Benak, married couple

[Signature]
 Signature of notarial officer

5/30/2022
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 279-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2103 MAIN STREET
 PARCEL 279

PROPERTY OWNER:

THOMPSON (BENAK), SANDRA L.
 2205 MINNETONKA DRIVE
 CEDAR FALLS, IA 50613
 BOOK 674, PAGE 150

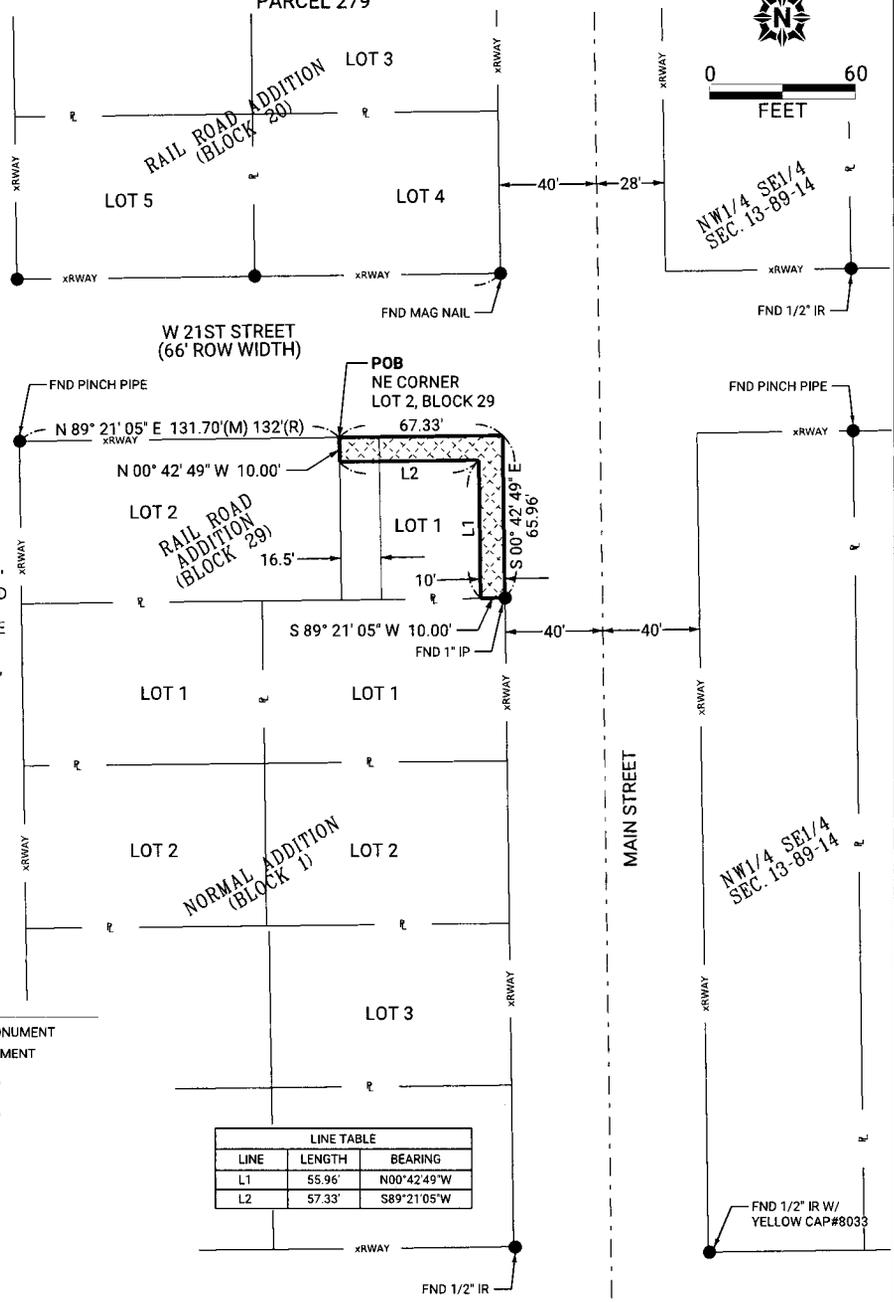
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LEGEND

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- FOUND 1/2" REROD W/B BLUE CAP#22259 (UNLESS NOTED)
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- ▨ TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.96'	N00°42'49"W
L2	57.33'	S89°21'05"W

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20____, by Sandra L. Thompson, N/K/A Sandra L. Benak, and Thomas J. Benak, her husband ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

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7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Sandra L. Thompson
X Sandra L. Benak
Sandra L. Thompson
N/K/A Sandra L. Benak

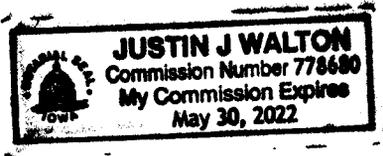
~~Thomas J. Benak~~
Thomas J. Benak

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 23 day of March,
2022, by Sandra L. Benak + Thomas J. Benak, wife + husband, Grantors.

~~Justin J. Walton~~
Signature of notarial officer



Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 279-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2103 MAIN STREET
 PARCEL 279

PROPERTY OWNER:

THOMPSON (BENAK), SANDRA L.
 2205 MINNETONKA DRIVE
 CEDAR FALLS, IA 50613
 BOOK 674, PAGE 150

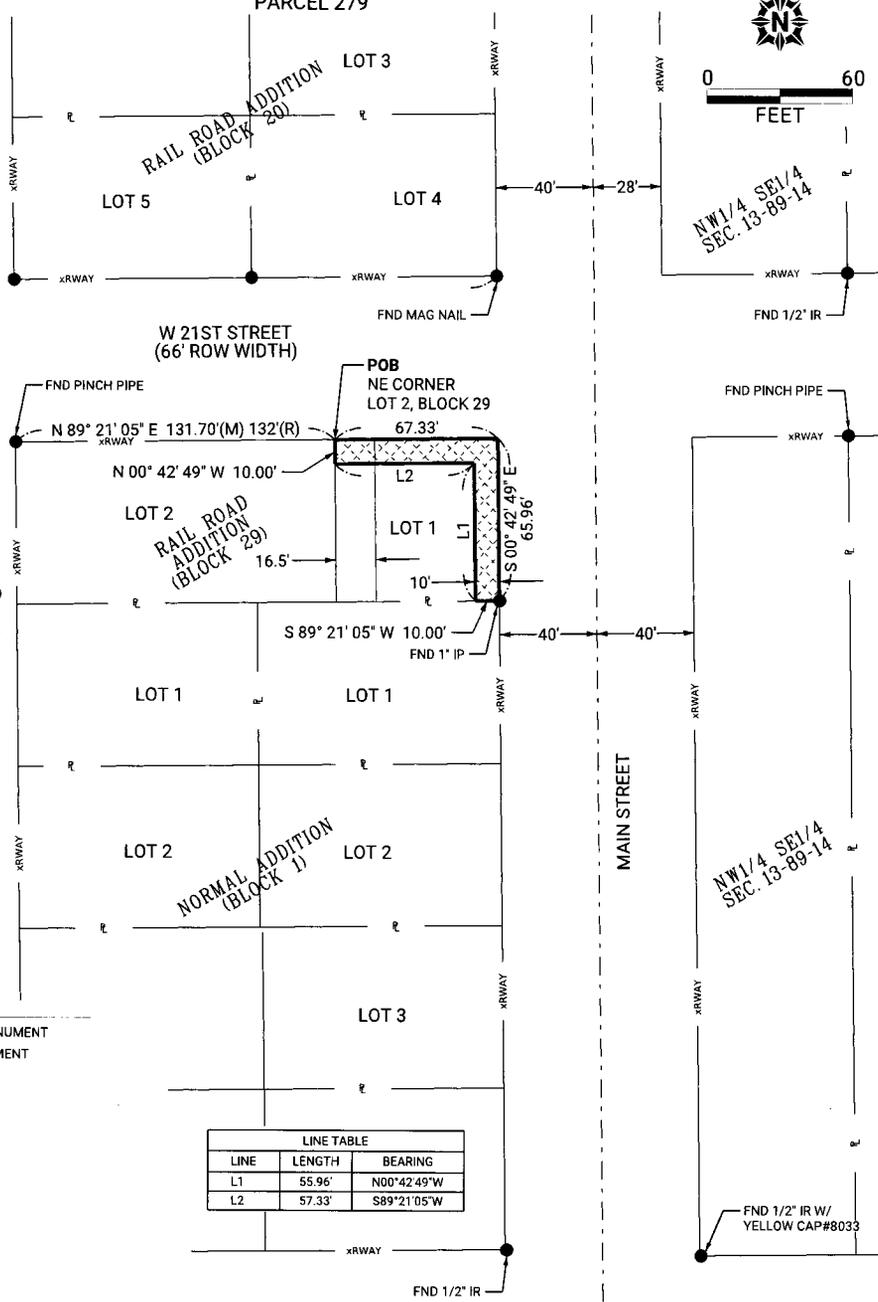
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1 AND IN THE VACATED ALLEY BETWEEN LOT 1 & LOT 2, BLOCK 29 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 29 OF SAID RAIL ROAD ADDITION, THENCE NORTH 89° 21' 05" EAST, 67.33 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF W 21ST STREET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 49" EAST, 65.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF SAID LOT 1, BLOCK 29; THENCE SOUTH 89° 21' 05" WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 42' 49" WEST, 55.96 FEET; THENCE SOUTH 89° 21' 05" WEST, 57.33 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH 00° 42' 49" WEST, 10.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,233 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/B BLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
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SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

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

TENANT TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Brad Jacobson ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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GRANTOR:
X [Signature]
Brad Jacobson

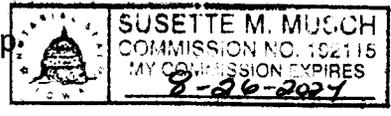
X 5/17/2022

State of IOWA)

County of Black Hawk)

This record was acknowledged before me on the 17 day of May,
2022, by SUSETTE M MUSCH Brad Jacobson

[Signature]
Signature of notarial officer

Stamp: 

Title of Office

[My commission expires: 8-26-2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 279-T

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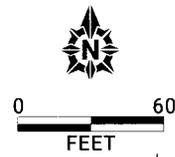
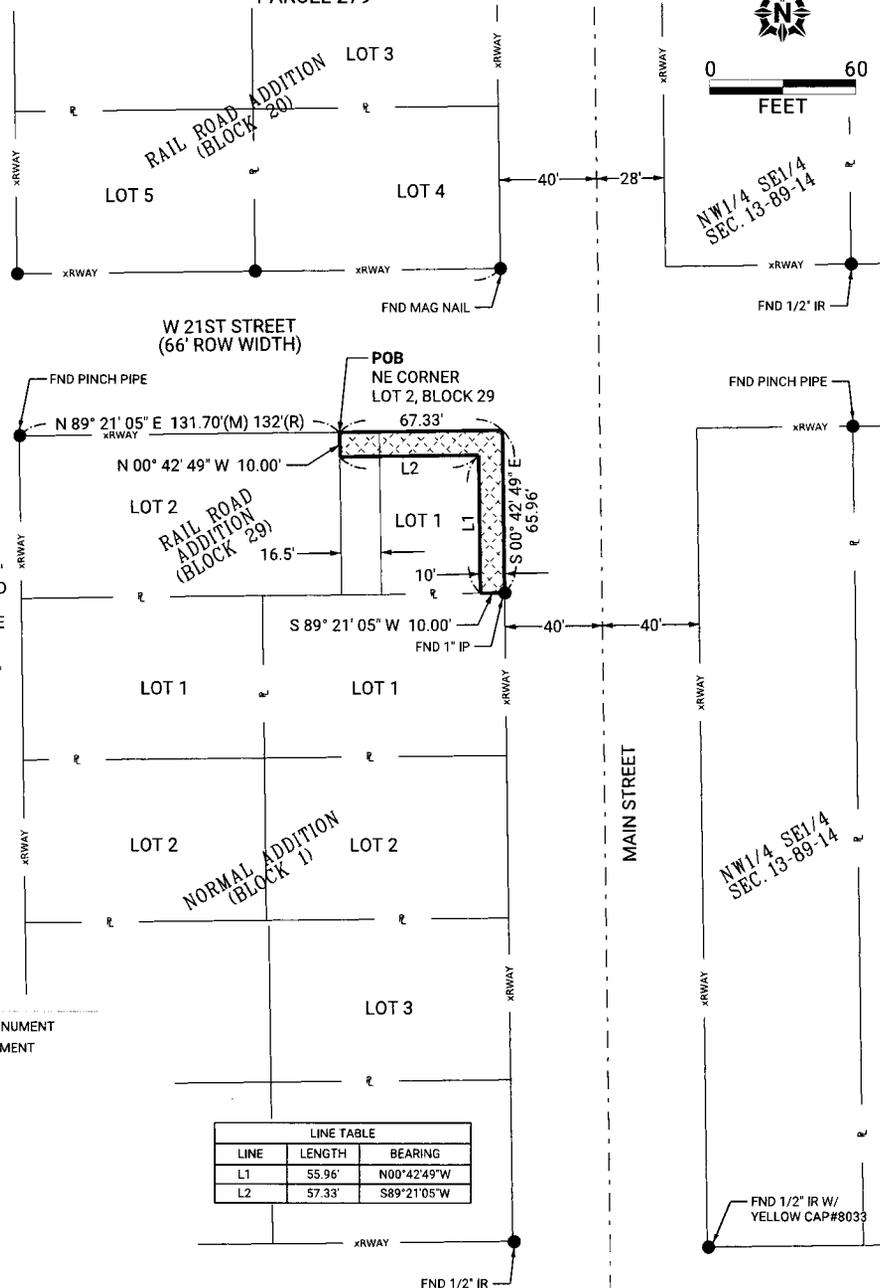
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FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

Foth
 Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2125 Main St.
Parcel Number: 283
Project Number: RC-000-3283**

**County Tax Parcel No: 891413337010
Project Name: Main Street Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202____, by and between Kent N. Purdy and Michelle L. Purdy, his wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,250.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,250.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	<u>1,322</u>	sq. ft.		\$ <u>1,750.00</u>
Permanent Easement	_____	sq. ft.		\$ _____
Buildings				\$ _____
Other				\$ <u>500.00</u>

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

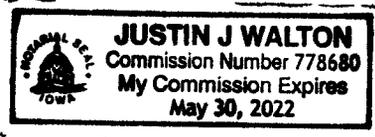
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x Kent N. Purdy 3 May 2022
Kent N. Purdy Date

x Michelle L. Purdy 5.3.22
Michelle L. Purdy Date

State of Iowa
County of Black Hawk



This record was acknowledged before me on the 3rd day of May, 2022, by Kent + Michelle Purdy, a married couple.

[Signature]
Signature of notarial officer

5/30/2022
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

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

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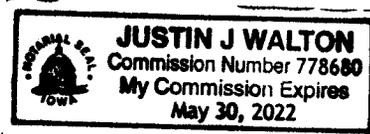
GRANTORS:

Kent N Purdy
Kent N. Purdy

Michelle L Purdy
Michelle L. Purdy

State of Iowa)

County of Black Hawk)



This record was acknowledged before me on the 3rd day of May, 2022, by Kent + Michelle Purdy, a married couple, Grantors.

[Signature]
Signature of notarial officer

Stamp

Iowa Notary
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 283-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2125 MAIN STREET
 PARCEL 283

PROPERTY OWNER:

PURDY, KENT N.
 P.O. BOX 524
 CEDAR FALLS, IA 50613
 FILE NO. 2012-00012901

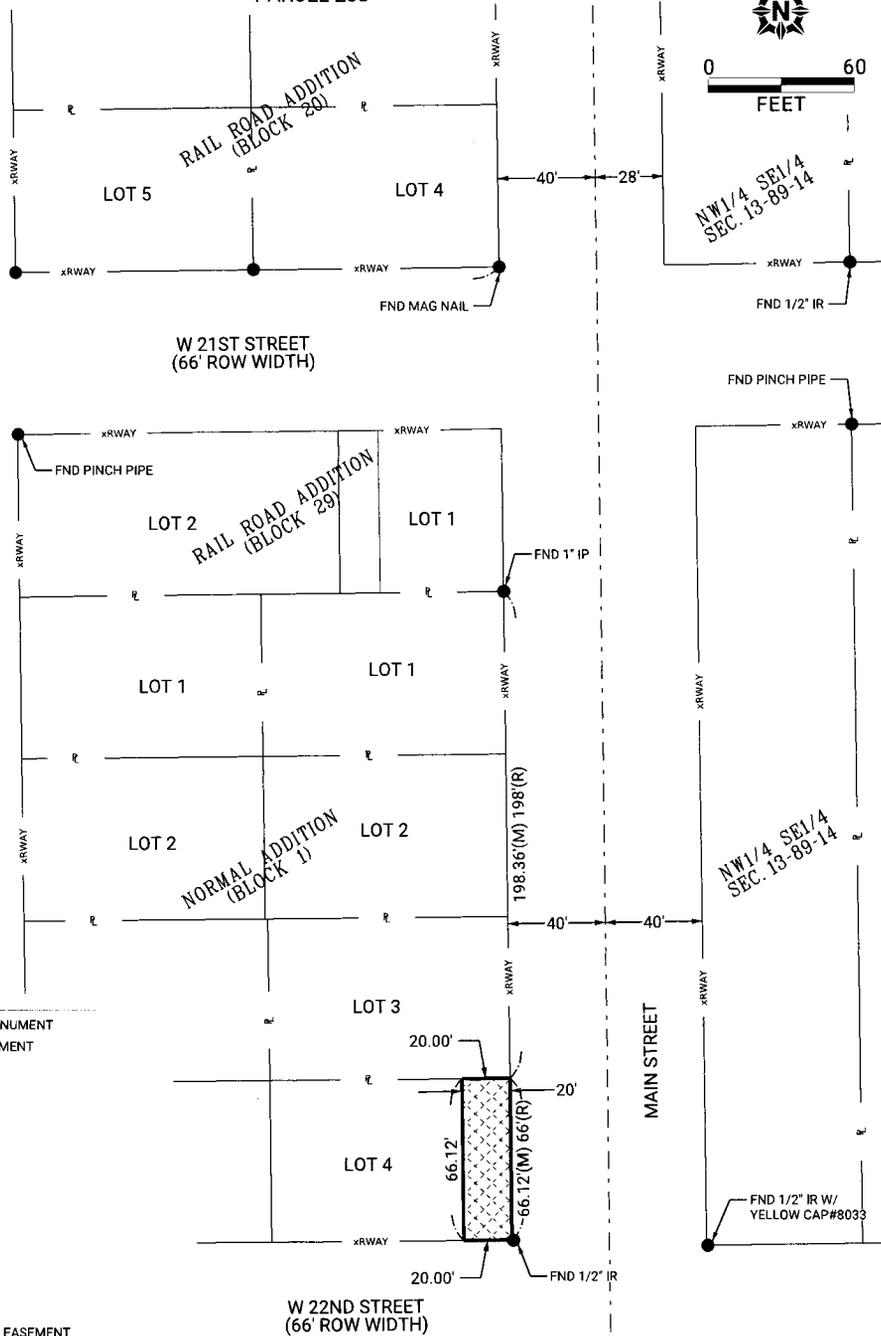
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 1 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 20.00 FEET OF LOT 4, BLOCK 1 OF SAID NORMAL ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,322 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" REROD W/BLUE CAP#22259 (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- (D) DEEDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- r - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 2215 & 2217 Main St.
Parcel Number: 290
Project Number: RC-000-3283**

**County Tax Parcel No: 891413341006
Project Name: Main Street Reconstruction**

**THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between Jeffrey A. Schwake and Mary L. Schwake, husband and wife, Seller, and the City of Cedar
Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,005.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,005.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>760</u> sq. ft.	\$ <u>1,005.00</u>
Permanent Easement	_____ sq. ft.	\$ _____
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

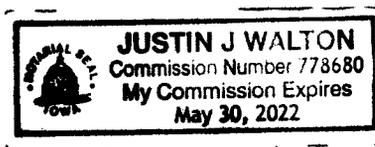
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X *Jeffrey A. Schwake* *4-13-22*
 Jeffrey A. Schwake Date

X *Mary L. Schwake* *4-13-22*
 Mary L. Schwake Date

State of *Iowa*
 County of *Black Hawk*



This record was acknowledged before me on the *13th* day of *April*, 202*2*, by *Jeff + Mary Schwake, a married couple*.

[Signature]
 Signature of notarial officer

5/30/2022
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 290-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 2215 & 2217 MAIN STREET
 PARCEL 290

PROPERTY OWNER:

SCHWAKE, JEFFREY A.
 SCHWAKE, MARY L.
 930 SHERIDAN ROAD
 WATERLOO, IA 50701
 FILE NO. 2007-00021376

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 16 OF NORMAL ADDITION, AN OFFICIAL PLAT, AS RECORDED IN BOOK A, PAGE 112 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

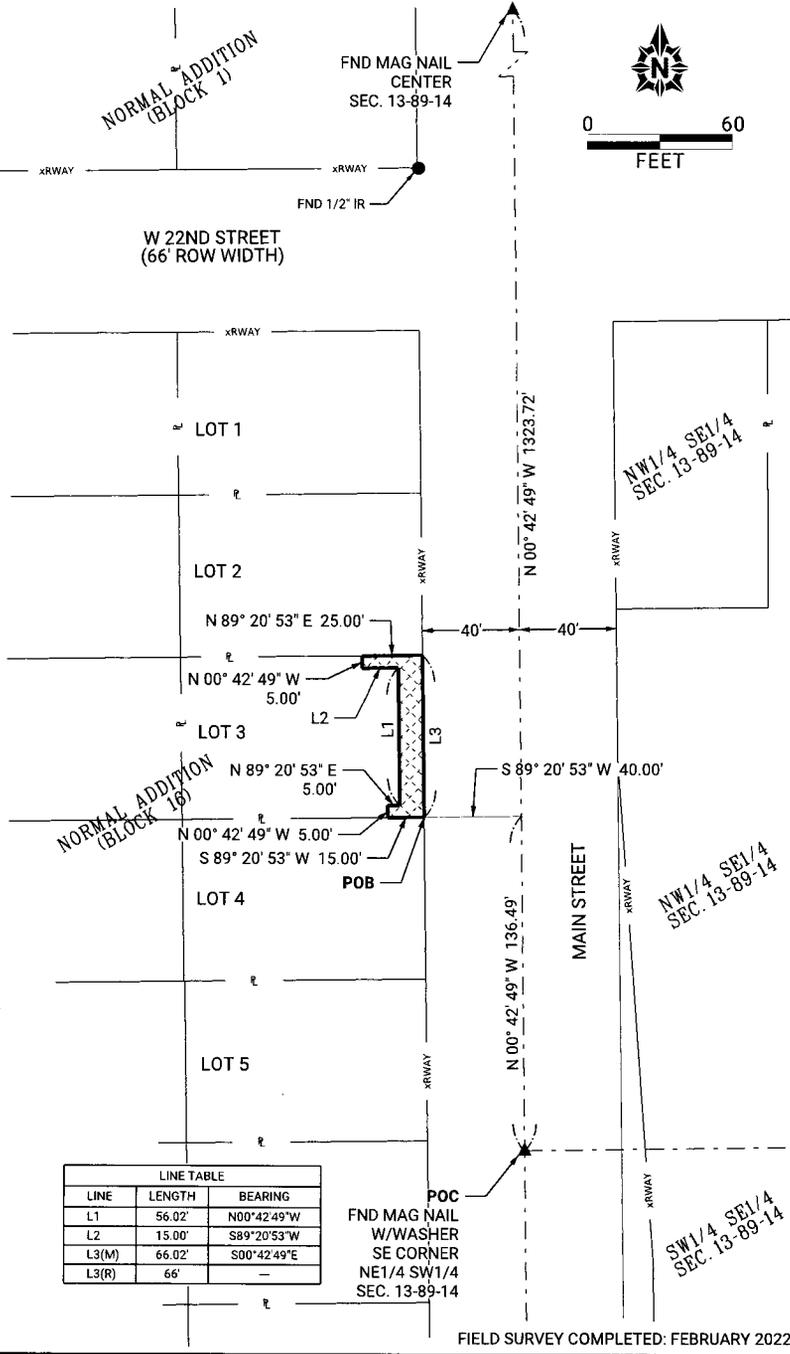
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, THENCE NORTH 00° 42' 49" WEST, 136.49 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 20' 53" WEST, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89° 20' 53" WEST, 15.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 16; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET; THENCE NORTH 89° 20' 53" EAST, 5.00 FEET; THENCE NORTH 00° 42' 49" WEST, 56.02 FEET; THENCE SOUTH 89° 20' 53" WEST, 15.00 FEET; THENCE NORTH 00° 42' 49" WEST, 5.00 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 20' 53" EAST, 25.00 FEET ALONG SAID NORTH LINE TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00° 42' 49" EAST, 66.02 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 760 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

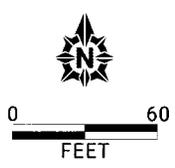
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGEND

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- △ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
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- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- r - PROPERTY LINE
- ▨ TEMPORARY CONSTRUCTION EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	56.02'	N00°42'49"W
L2	15.00'	S89°20'53"W
L3(M)	66.02'	S00°42'49"E
L3(R)	66'	-



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022



SHEET
 1 OF 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20 __, by Jeffrey A. Schwake and Mary L. Schwake, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

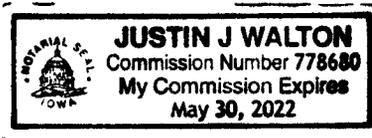
Jeffrey A. Schwake
Jeffrey A. Schwake

Mary L. Schwake
Mary L. Schwake

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 13th day of April, 2022, by Jeff & Mary Schwake, a married couple, Grantors.



[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
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Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

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 2215 & 2217 MAIN STREET
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PROPERTY OWNER:

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 SCHWAKE, MARY L.
 930 SHERIDAN ROAD
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 FILE NO. 2007-00021376

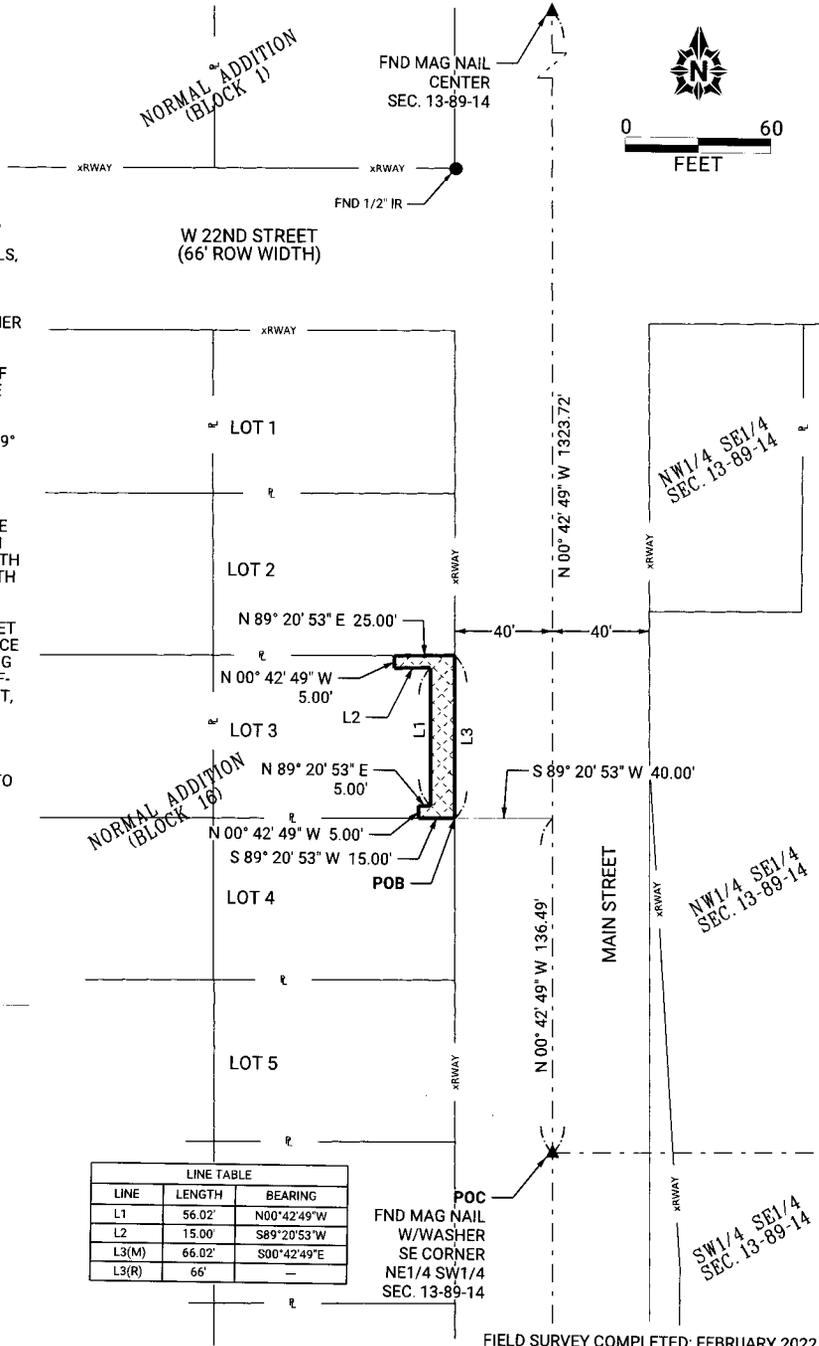
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L3(M)	66.02'	S00°42'49"E
L3(R)	66'	-

POC
 FND MAG NAIL
 W/WASHER
 SE CORNER
 NE1/4 SW1/4
 SEC. 13-89-14

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
 411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
 Phone: 319-365-9565

SHEET
 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 1, 2022

SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
City Project Number: MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2022 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the "river gauge" and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget. This agreement is for the period October 1, 2022 through September 30, 2023 in the amount of \$11,590.00.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

xc: Chase Schrage, Director of Public Works



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

July 21, 2022

David Wicke
City Engineer
City of Cedar Falls
220 Clay Street Engineering Division
Cedar Falls, Iowa 50613

Dear Mr. Wicke:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA, for the period October 1, 2022 through September 30, 2023 in the amount of \$11,590 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$17,350. Please sign and return one fully-executed original to Alex D. Arduser via email at aarduser@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alex Arduser at phone number (319) 358-3656 or email at aarduser@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon Nania
Deputy Director, Central Midwest WSC

Enclosure
23NEJFA103

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$11,590 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001608
Agreement #: 23NEJFA103
Project #: NE009KT
TIN #: 42-60038591

Item 21.

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

USGS Billing Point of Contact

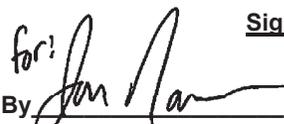
Name: Alex Arduser
Budget Analyst
Address: 400 S Clinton St Room 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: aarduser@usgs.gov

Customer Billing Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Acting for:

By _____ Date: 07/21/2022
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signature

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
05463050 Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement	\$5,760	\$9,040 \$2,550
	Total: \$5,760	\$11,590 \$17,350
	GRAND TOTAL: \$5,760	\$11,590 \$17,350

**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

TO: Honorable Mayor Robert M. Green and City Council

FROM: Chase Schrage, Director of Public Works

DATE: July 25, 2022

SUBJECT: Seerley Park Improvements
City Project Number: PI-107-3303
Professional Services Agreement, Ritland-Kuiper Landscape Architects

Please find attached the Professional Services Agreement between the City of Cedar Falls and Ritland & Kuiper Landscape Architects which outlines the scope of services and costs for the Seerley Park Improvement Project.

The enclosed agreement with Ritland & Kuiper Landscape Architects provides for the detail work, services, materials, equipment, and supplies necessary to complete the design phase of the Seerley Park Improvements Project for the City of Cedar Falls. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of \$35,100.00.

This project is included in the City of Cedar Falls Capital Improvements Program #150 for Consultant Inspecting in FY23. The primary source of funding source will be from the hotel-motel fund with a private contribution of 25%. The project would be scheduled for a bid letting in calendar year 2024 with construction continuing in the spring of 2025.

The department of Public Works requests your consideration and approval of this Professional Service Agreement with Ritland & Kuiper Landscape Architects for the Seerley Park Improvements Project.

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

xc: Stephanie Houk-Sheetz, Director of Community Development



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**Seerley Park Improvements
Cedar Falls, Iowa
City Project Number: PI-107-3303**

This Agreement is made and entered by and between RITLAND+KUIPER Landscape Architects, 531 Commercial Street, Mezzanine A, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONSULTANTS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Consultants for the City of Cedar Falls," dated March 27, 2019 consisting of 10 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two

pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Thirty-Five Thousand, One Hundred Dollars (\$35,100).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the

CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: Robert M. Green

Printed Name: Mark Kuiper, ASLA, LEED AP

Title: Mayor of Cedar Falls

Title: Principal

Date: _____

Date: 07/21/22

Exhibit A

**Seerley Park Improvements
Cedar Falls, Iowa
City Project Number PI-107-3303**

SCOPE OF SERVICES

You have requested our services for final design construction documents and construction related services to assist you in the renovation of Seerley Park. We are proposing the following services:

1. Construction Documents

This will include work required to create a set of construction documents for the park renovation, including:

- a. Attend a project kickoff meeting with the Client and other interested parties to gather input on the final design for the park based upon review of the park concept plan.
- b. Make revisions of the park concept plan as required based upon Client feedback and input from the neighborhood.
- c. Attend a second meeting with the Client and other parties to review the final design concept and updated cost opinion prior to proceeding with construction documents.
- d. Attend up to two public input meetings and one City Council meeting to provide information about the project to interested parties.
- e. Provide construction documents (plan details and specifications) for demolition, site grading, paving, landscaping, site furniture, signage, playground surfacing, and playground equipment. Included in these tasks will be the typical cross sections, tabulations and quantities, final plan and elevation sheets, detail layouts, and technical specifications.
- f. Provide plans for site lighting (pedestrian and area lighting) fixture selection and power supply (including power to gazebo) based upon design supplied by the Client for inclusion into the bid documents.
- g. Provide plans for a gazebo structure based upon pre-manufactured products selected by the Client similar in design to those discussed for the preliminary park design for inclusion into the bid documents.

- h. Expected timeline for construction documents would be a City letting in spring/summer of 2023, and construction in 2023/2024.
- i. Assistance with bidder selection.

2. Construction Related Services

Client will be assuming most of the construction related services for this project. The Landscape Architect will provide limited support during the construction phase of the project as defined by the following tasks:

- a. Attend a preconstruction conference attended by representatives of the Contractor, Subcontractors, Client, Consultants, and affected utilities.
- b. Answer design interpretation questions from the Client, Contractor, review staff and appropriate agencies.
- c. Landscape Architect will make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and Specifications. On the basis of these on-site observations, the Landscape Architect shall endeavor to guard the Client against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of the Contractor. The Landscape Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. The Landscape Architect is not responsible for construction means, methods, techniques, sequences, procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The Landscape Architect is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.
- d. Report to the Client any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents and advise the Client of any work that should be corrected or rejected.
- e. Participate in a review of the project with the Client and review staff near completion and prepare a list of items to be completed or corrected.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)

Item 22.

07/21/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	CONTACT NAME: Karen Bronson
	PHONE (A/C, No, Ext): 312-637-8755 FAX (A/C, No, Ext): E-MAIL ADDRESS: kbronson@corrisksolutions.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: New Hampshire Insurance Company	NAIC # 23841
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

 RITLAND+KUIPER Landscape Architects
 501 Sycamore Street
 Mezzanine A
 Waterloo, IA 50703

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

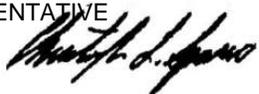
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991338-06	02/25/22	02/25/23	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Seerley Park Improvements
 City Project Number: PI-107-3303

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls, Iowa 2200 TECHNOLOGY PKWY 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 
--	--

NOTEPAD:HOLDER CODE CITYOCF
INSURED'S NAME RITLAND KUIPER LLCRITTL-1
OP ID: JTPA
Date 07/21 Item 22.**WHEN REQUIRED IN WRITTEN CONTRACT:**

THE CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES, ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY ON A PRIMARY & NON-CONTRIBUTORY BASIS INCLUDING COMPLETED OPERATIONS PER CG7323 12/16, CG2037 4/13. GOVERNMENTAL IMMUNITIES ENDORSEMENT INCLUDED. WAIVER OF SUBROGATION UNDER THE GENERAL LIABILITY PER CG7323 12/16, WORK COMP PER WC000313 4/84. 30 DAY CANCELLATION NOTICE PER IL7002 9/11.

PROJECT: SEERLEY PARK IMPROVEMENTS, CEDAR FALLS, IOWA
CITY PROJECT NUMBER PI-107-3303

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph **(2) (a)** is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs **(3)**, **(5)**, and **(6)** are deleted in their entirety.

- b. Paragraph **(4)** is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

(a) for storage or sale at premises you own, rent or occupy; or

(b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or

(2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

CG 73 23 12 16

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

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, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b.** Up to \$2,500 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.

- 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.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- 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;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

CG 73 23 12 16

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 or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The 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 survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, 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 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

CG 73 23 12 16

- (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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

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.
3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- I. **Employee Bodily Injury To Another Employee**
Under **Section II – Who Is An Insured** The following is added to Paragraph **2.a.(1):**

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

- J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

- K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

- L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition **6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition **3.** "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

**COMMERCIAL GENERAL LIABILITY
CG 20 07 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED –
ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In connection with your premises; or
 2. In the performance of your ongoing operations.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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.
- 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 by or for you.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ANY PERSON OR ORGANIZATION TO WHOM YOU ARE OBLIGATED BY WRITTEN CONTRACT OR AGREEMENT TO PROVIDE ADDITIONAL INSURED COVERAGE UNDER YOUR POLICY LOCATION AND DESCRIPTION OF
Location and Description Of Completed Operations
COMPLETED OPERATIONS HAVE BEEN PERFORMED FOR THE ADDITIONAL INSURED UNDER THE WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Municipality:
GOVERNMENTAL IMMUNITY IN FAVOR OF THE CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES, ITS BOARDS COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES.
220 CLAY ST, CEDAR FALLS, IA 50613.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the Municipality shown in the Schedule of this endorsement.

1. Nonwaiver of Governmental Immunity.

We expressly agree and state that the purchase of this policy and the including of the Municipality shown in the schedule does not waive any of the defenses of governmental immunity available to the Municipality under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage.

We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exist and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The Municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request from us.

4. Non-Denial of Coverage. We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Municipality shown in the Schedule.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL UMBRELLA LIABILITY POLICY
- FARM UMBRELLA LIABILITY POLICY
- LIQUOR LIABILITY COVERAGE PART
- MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
THE CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, SEE BLANK FORM 28	220 CLAY ST, CEDAR FALLS, IA 50613.

Number of Days Notice _____

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

RE: IL7002

28 (01-86)

THE CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS,
ALL ITS EMPLOYEES, ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD
MEMBERS & EMPLOYEES.
220 CLAY ST, CEDAR FALLS, IA 50613

28 (01-86)

ACP GLDO3048691646

LJN1

22202

INSURED COPY

43 0001

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT WHERE A CONDITION OF THIS CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT.

THIS ENDORSEMENT IS EFFECTIVE ONLY WHERE PERMITTED BY STATUTE OR REGULATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

Exhibit C

**Seerley Park Improvements
Cedar Falls, Iowa
City Project Number PI-107-3303**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Representations. Consultant represents that all services furnished to the City under this Contract shall be consistent with the Consultant's Responsibilities set forth and defined in the Agreement, and in accordance with the degree of skill and care that is required by the Consultant's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jacque Danielsens, City Clerk
DATE: July 22, 2022
SUBJECT: Designation of Electric Vehicle (EV) Charging Spaces

In November 2019, City Council approved a pilot program for installation and designation of a public electric vehicle charging parking space on West 2nd Street (located just north of City Hall). Although the charging unit that was installed had two charging cables, we started with designating only one space to determine how much use it would get. During the test period, we did not draft an ordinance, but we posted signs designating the space for actively charging electric vehicles only, and we monitored the space by giving other vehicles warnings.

Since installation, the number of charging sessions has been increasing and the second charging cable has been pulled over to other parking areas and even pulled across the sidewalk, creating potential hazards. As the usage continues to increase, CFU and City staff feel that designation of the second charging space is needed to safely accommodate the additional vehicles wanting to use both charging spaces at this location. Therefore, we recommend designating the adjacent parking space as an electric vehicle charging space and adopting the attached ordinance to enable enforcement of proper use of the spaces.

Please feel free to contact Jennifer Rodenbeck or myself with any questions.

ORDINANCE NO. _____

AN ORDINANCE AMENDING DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 23-372, ELECTRIC VEHICLE (EV) CHARGING SPACE.

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

Division I, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by adding thereto a new Section 23-372, Electric vehicle (EV) charging space, as follows:

Sec. 23-372. Electric vehicle (EV) charging space.

- (a) For the purposes of this section, "electric vehicle charging space" means a public parking space that is located on a public street or in a public parking lot that is served by charging equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.
- (b) Where signs are posted, no person shall stop, stand, or park a vehicle in a designated electric vehicle charging space if the vehicle is not electrically connected to the charging equipment via the electric charging cord, and where the electric vehicle charging station is indicated by signage identifying the station as an electric vehicle charging station and indicating that it is only for electric vehicle charging.
- (c) Violations of this section are subject to fines enumerated in Section 23-356.

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 08/01/22

PREPARED 07/26/2022, 8:54:54
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2022

Item 24.

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-0000-213.00-00					CURRENT LIABILITY / SALES TAX PAYABLE				
2323		12/22 AP	07/14/22	0006322	IOWA DEPT.OF REVENUE RECREATION	2,451.98			07/21/22
					SEMI-MONTHLY SALES TAX				
					ACCOUNT TOTAL	2,451.98	.00	2,451.98	
101-1008-441.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	84.00			07/21/22
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	84.00	.00	84.00	
101-1008-441.83-06					TRANSPORTATION&EDUCATION / EDUCATION				
114		01/23 AP	07/21/22	0397311	INTERNATL.INST.MUNICIPAL CLER	50.00			07/25/22
					CMC CERT.DEPOSIT-KERR				
					ACCOUNT TOTAL	50.00	.00	50.00	
101-1028-441.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	42.39			07/21/22
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	42.39	.00	42.39	
101-1038-441.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	100.00			07/21/22
					HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	56.80			07/21/22
					HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	67.98			07/21/22
					HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	14.70			07/21/22
					HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	14.70			07/21/22
					HEALTH INS. REIMBURSEMENT				
2323		12/22 AP	07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	4.27			07/21/22
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	258.45	.00	258.45	
101-1038-441.81-32					PROFESSIONAL SERVICES / TUITION ASSISTANCE				
2322		12/22 AP	06/28/22	0397282	GETZ, JOSH	1,410.00			07/13/22
					TUITION REIMBURSEMENT				
					ACCOUNT TOTAL	1,410.00	.00	1,410.00	

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FUND 101 GENERAL FUND										
101-1038-2323	441.89-82	MISCELLANEOUS SERVICES / SECTION 105								
		12/22 AP 07/06/22 0006324				ISOLVED BENEFIT SERVICES, INC	693.45			07/21/22
		CAFE ADMIN FEE-JUN'22								
		ACCOUNT TOTAL					693.45	.00	693.45	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
101-1060-2323	423.86-01	REPAIR & MAINTENANCE								
		12/22 AP 07/05/22 0006338				PROFESSIONAL SOLUTIONS	115.65			07/21/22
		JUNE CREDIT CARD FEES								
		ACCOUNT TOTAL					115.65	.00	115.65	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
101-1199-75	441.81-03	PROFESSIONAL SERVICES / RECORDING FEES								
		01/23 AP 07/14/22 0397286				BLACK HAWK CO.RECORDER	7.00			07/15/22
		RCD:LIEN RELEASE				C.FOSTER-1404 CLAY STREET				
		01/23 AP 07/14/22 0397285				BLACK HAWK CO.RECORDER	57.00			07/15/22
		RCD:NTC.FNL.ASSESS.PROC.				DEKOCK-315 W. 11TH STREET				
		01/23 AP 07/14/22 0397285				BLACK HAWK CO.RECORDER	57.00			07/15/22
		RCD:NTC.FNL.ASSESS.PROC.				DEKOCK-1106 W. 9TH STREET				
		ACCOUNT TOTAL					121.00	.00	121.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
101-1199-2323	441.89-13	MISCELLANEOUS SERVICES / CONTINGENCY								
		12/22 AP 07/05/22 0006341				PROFESSIONAL SOLUTIONS	99.25			07/21/22
		JUNE CREDIT CARD FEES								
		01/23 AP 07/22/22 0397304				CADEN A. SCHNEIDER	470.00			07/22/22
		REFUND:FIREWORKS CITATION								
		01/23 AP 07/22/22 0397305				CARSON E. SCHNEIDER	470.00			07/22/22
		REFUND:FIREWORKS CITATION								
		01/23 AP 07/22/22 0397303				BRIAN R. MEISTER	470.00			07/22/22
		REFUND:FIREWORKS CITATION								
		01/23 AP 07/22/22 0397307				HANNAH L. KARGAS	470.00			07/22/22
		REFUND:FIREWORKS CITATION								
		01/23 AP 07/22/22 0397306				CHRISTOPHER HORSTMAN	470.00			07/22/22
		REFUND:FIREWORKS CITATION								
		ACCOUNT TOTAL					2,449.25	.00	2,449.25	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
101-2205-75	432.88-17	OUTSIDE AGENCIES / CEDAR FALLS BAND								
		01/23 AP 07/14/22 0397288				CEDAR FALLS MUNICIPAL BAND	170.52			07/15/22
		PROPERTY TAX PAYMENT								
		ACCOUNT TOTAL					170.52	.00	170.52	
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										

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FUND 101 GENERAL FUND										
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT						continued				
2323		12/22 AP		07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	23.60			07/21/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	23.60	.00	23.60	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2323		12/22 AP		07/05/22	0006333	PROFESSIONAL SOLUTIONS	1,042.32			07/21/22
						JUNE CREDIT CARD FEES				
2323		12/22 AP		07/05/22	0006334	PROFESSIONAL SOLUTIONS	532.08			07/21/22
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	1,574.40	.00	1,574.40	
101-2245-442.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2322		12/22 AP		06/04/22	0397284	TIMMER, SALLY	66.69			07/13/22
						RMB:MILEAGE-IA SUMMIT				MASON CITY
						ACCOUNT TOTAL	66.69	.00	66.69	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2322		12/22 AP		06/04/22	0397284	TIMMER, SALLY	100.00			07/13/22
						RMB:PRESESV.IA SUMMIT REG				MASON CITY
						ACCOUNT TOTAL	100.00	.00	100.00	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2322		12/22 AP		04/25/22	0397283	SAILOR NATION	20.00			07/13/22
						REFUND-BALLFIELD 6/6 CANC				
114		01/23 AP		07/21/22	0397308	AMBER HINES	115.00			07/25/22
						REFUND:AQUATIC FAMLY PASS				
75		01/23 AP		07/11/22	0397296	TARA GUNNARSON	58.00			07/15/22
						REFUND-SWIM LESSONS				
						ACCOUNT TOTAL	193.00	.00	193.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2323		12/22 AP		07/05/22	0006336	PROFESSIONAL SOLUTIONS	911.65			07/21/22
						JUNE CREDIT CARD FEES				
2323		12/22 AP		07/05/22	0006337	PROFESSIONAL SOLUTIONS	1,740.54			07/21/22
						JUNE CREDIT CARD FEES				
2323		12/22 AP		07/05/22	0006339	PROFESSIONAL SOLUTIONS	2,360.26			07/21/22
						JUNE CREDIT CARD FEES				
2323		12/22 AP		07/05/22	0006326	PROFESSIONAL SOLUTIONS	481.18			07/21/22
						JUNE CREDIT CARD FEES				

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FUND 101 GENERAL FUND									
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
ACCOUNT TOTAL						5,493.63	.00	5,493.63	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2323		12/22 AP		07/05/22	0006326 PROFESSIONAL SOLUTIONS	55.87			07/21/22
		JUNE CREDIT CARD FEES							
2323		12/22 AP		07/05/22	0006330 PROFESSIONAL SOLUTIONS	96.95			07/21/22
		JUNE CREDIT CARD FEES							
2323		12/22 AP		07/05/22	0006332 PROFESSIONAL SOLUTIONS	154.16			07/21/22
		JUNE CREDIT CARD FEES							
ACCOUNT TOTAL						306.98	.00	306.98	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2323		12/22 AP		07/13/22	0006325 ISOLVED BENEFIT SERVICES, INC	83.33			07/21/22
		HEALTH INS. REIMBURSEMENT							
ACCOUNT TOTAL						83.33	.00	83.33	
101-4511-414.85-01 UTILITIES / UTILITIES									
2329		12/22 AP		06/25/22	0397289 CEDAR FALLS UTILITIES	4,483.46			07/15/22
		UTILITIES THRU 06/25/22							
ACCOUNT TOTAL						4,483.46	.00	4,483.46	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2323		12/22 AP		07/05/22	0006340 PROFESSIONAL SOLUTIONS	60.58			07/21/22
		JUNE CREDIT CARD FEES							
2329		12/22 AP		06/25/22	0397289 CEDAR FALLS UTILITIES	145.83			07/15/22
		UTILITIES THRU 06/25/22							
ACCOUNT TOTAL						206.41	.00	206.41	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
114		01/23 AP		07/08/22	0397309 BALTES, THOMAS	75.02			07/25/22
		RMB:OPT.EQUIP.-LEO TACO HIGH SPEED GEAR							
ACCOUNT TOTAL						75.02	.00	75.02	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
75		01/23 AP		07/23/21	0397291 CROSS, KEVIN	22.98			07/15/22
		RMB:UNIFOR ALLOWANCE RE-ISSUE CK#396123							
ACCOUNT TOTAL						22.98	.00	22.98	

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FUND 101 GENERAL FUND									
101-5521-415.85-01					UTILITIES / UTILITIES				
2329				12/22 AP 06/25/22 0397289	CEDAR FALLS UTILITIES	2,835.36			07/15/22
					UTILITIES THRU 06/25/22				
					ACCOUNT TOTAL	2,835.36	.00	2,835.36	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS				
2329				12/22 AP 06/25/22 0397289	CEDAR FALLS UTILITIES	113.06			07/15/22
					UTILITIES THRU 06/25/22				
					ACCOUNT TOTAL	113.06	.00	113.06	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
99				01/23 AP 07/11/22 0397301	MANTERNACH, KYLE	128.40			07/21/22
					RMB:UNIFORM ALLOWANCE FINISH LINE				
99				01/23 AP 07/08/22 0397297	BALTES, THOMAS	52.98			07/21/22
					RMB:UNIFORM ALLOWANCE MECHANIX.COM				
99				01/23 AP 07/05/22 0397299	FERGUSON, CLINTON	88.02			07/21/22
					RMB:UNIFORM ALLOWANCE MTNOPS.COM				
					ACCOUNT TOTAL	269.40	.00	269.40	
101-6613-433.85-01 UTILITIES / UTILITIES									
101-6613-433.85-01					UTILITIES / UTILITIES				
2329				12/22 AP 06/25/22 0397289	CEDAR FALLS UTILITIES	227.54			07/15/22
					UTILITIES THRU 06/25/22				
					ACCOUNT TOTAL	227.54	.00	227.54	
101-6616-446.85-01 UTILITIES / UTILITIES									
101-6616-446.85-01					UTILITIES / UTILITIES				
2329				12/22 AP 06/25/22 0397289	CEDAR FALLS UTILITIES	1,536.58			07/15/22
					UTILITIES THRU 06/25/22				
					ACCOUNT TOTAL	1,536.58	.00	1,536.58	
101-6623-423.85-01 UTILITIES / UTILITIES									
101-6623-423.85-01					UTILITIES / UTILITIES				
2329				12/22 AP 06/25/22 0397289	CEDAR FALLS UTILITIES	761.49			07/15/22
					UTILITIES THRU 06/25/22				
					ACCOUNT TOTAL	761.49	.00	761.49	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
101-6625-432.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
2323				12/22 AP 07/13/22 0006325	ISOLVED BENEFIT SERVICES, INC	26.73			07/21/22
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	26.73	.00	26.73	

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.81-44				12/22 AP 07/01/22	0397290	PROFESSIONAL SERVICES / USGS RIVER GAUGE CENTURYLINK	63.49			07/15/22
						CEDAR RIVER GAUGE-JUN'22				
						ACCOUNT TOTAL	63.49	.00	63.49	
101-6633-423.85-01 UTILITIES / UTILITIES										
101-6633-423.85-01				12/22 AP 06/25/22	0397289	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	1,860.95			07/15/22
						UTILITIES THRU 06/25/22				
						ACCOUNT TOTAL	1,860.95	.00	1,860.95	
						FUND TOTAL	28,170.79	.00	28,170.79	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05				01/23 AP 07/14/22	0397287	TRANSFERS OUT / TRANSFERS - TIF CAPITAL PROJECTS FUND	58,102.76			07/15/22
						PROPERTY TAX PAYMENT				
				01/23 AP 07/14/22	0397287	CAPITAL PROJECTS FUND	9,140.33			07/15/22
						PROPERTY TAX PAYMENT				
				01/23 AP 07/14/22	0397287	CAPITAL PROJECTS FUND	10,035.95			07/15/22
						PROPERTY TAX PAYMENT				
				01/23 AP 07/14/22	0397292	DEBT SERVICE	4,677.19			07/15/22
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	81,956.23	.00	81,956.23	
						FUND TOTAL	81,956.23	.00	81,956.23	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02				12/22 AP 07/13/22	0006325	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	100.00			07/21/22
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	100.00	.00	100.00	
206-6637-436.82-01 COMMUNICATION / TELEPHONE										
206-6637-436.82-01				01/23 AP 07/06/22	0397302	COMMUNICATION / TELEPHONE U.S. CELLULAR	16.11			07/21/22
						CELL PHONE:7/6-8/5/22				
						ACCOUNT TOTAL	16.11	.00	16.11	
206-6637-436.85-01 UTILITIES / UTILITIES										

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01						UTILITIES / UTILITIES	continued			
2329		12/22 AP		06/25/22	0397289	CEDAR FALLS UTILITIES	2,478.70			07/15/22
						UTILITIES THRU 06/25/22				
						ACCOUNT TOTAL	2,478.70	.00		2,478.70
206-6647-436.85-01 UTILITIES / UTILITIES										
2329		12/22 AP		06/25/22	0397289	CEDAR FALLS UTILITIES	2,884.27			07/15/22
						UTILITIES THRU 06/25/22				
						ACCOUNT TOTAL	2,884.27	.00		2,884.27
						FUND TOTAL	5,479.08	.00		5,479.08
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61						MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED				
75		01/23 AP		07/01/22	0038669	CHESTNUT, SHAWN	489.00			07/15/22
						HAP_CHESTNUT N 072022 RE-ISSUE CK# 38602				
						ACCOUNT TOTAL	489.00	.00		489.00
						FUND TOTAL	489.00	.00		489.00
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2323		12/22 AP		07/05/22	0006341	PROFESSIONAL SOLUTIONS	1.81			07/21/22
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	1.81	.00		1.81
						FUND TOTAL	1.81	.00		1.81
FUND 258 PARKING FUND										
258-5531-435.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2323		12/22 AP		07/05/22	0006340	PROFESSIONAL SOLUTIONS	64.22			07/21/22
						JUNE CREDIT CARD FEES				
2323		12/22 AP		07/05/22	0006341	PROFESSIONAL SOLUTIONS	72.37			07/21/22
						JUNE CREDIT CARD FEES				

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FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
2323		12/22	AP	07/05/22	0006327	PROFESSIONAL SOLUTIONS	277.03			07/21/22
JUNE CREDIT CARD FEES										
2323		12/22	AP	07/05/22	0006328	PROFESSIONAL SOLUTIONS	165.18			07/21/22
JUNE CREDIT CARD FEES										
2323		12/22	AP	07/05/22	0006329	PROFESSIONAL SOLUTIONS	109.62			07/21/22
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							688.42	.00	688.42	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2329		12/22	AP	06/25/22	0397289	CEDAR FALLS UTILITIES	15.75			07/15/22
UTILITIES THRU 06/25/22										
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							704.17	.00	704.17	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
2323		12/22	AP	07/05/22	0006331	PROFESSIONAL SOLUTIONS	110.34			07/21/22
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							110.34	.00	110.34	
261-2291-423.85-01 UTILITIES / UTILITIES										
2329		12/22	AP	06/25/22	0397289	CEDAR FALLS UTILITIES	863.85			07/15/22
UTILITIES THRU 06/25/22										
ACCOUNT TOTAL							863.85	.00	863.85	
FUND TOTAL							974.19	.00	974.19	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
2329		12/22	AP	06/25/22	0397289	CEDAR FALLS UTILITIES	113.75			07/15/22
UTILITIES THRU 06/25/22										
ACCOUNT TOTAL							113.75	.00	113.75	
262-1092-423.87-01 RENTALS / RENTALS										
75		01/23	AP	07/12/22	0397295	STEVE NESVIK	250.00			07/15/22
REFUND-SECURITY DEPOSIT										

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.87-01 RENTALS / RENTALS						continued			
ACCOUNT TOTAL						250.00	.00	250.00	
FUND TOTAL						363.75	.00	363.75	
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
2323		12/22 AP		07/21/22	0006319 EMC RISK SERVICES, LLC	1,657.75		07/21/22	
2323		12/22 AP		07/21/22	0006319 WORKER COMP-POLICE ADMIN EMC RISK SERVICES, LLC	225.00		07/21/22	
ACCOUNT TOTAL						1,882.75	.00	1,882.75	
FUND TOTAL						1,882.75	.00	1,882.75	
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
2323		12/22 AP		07/21/22	0006319 EMC RISK SERVICES, LLC	1,206.63		07/21/22	
2323		12/22 AP		07/21/22	0006319 WORKER COMP-FIRE ADMIN EMC RISK SERVICES, LLC	225.00		07/21/22	
ACCOUNT TOTAL						1,431.63	.00	1,431.63	
FUND TOTAL						1,431.63	.00	1,431.63	
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									

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FUND 408					STREET IMPROVEMENT FUND			
FUND 410					CORONAVIRUS LOCAL RELIEF			
FUND 430	2004				TIF BOND			
FUND 431	2014				BOND			
FUND 432	2003				BOND			
FUND 433	2001				TIF			
FUND 434	2000				BOND			
FUND 435	1999				TIF			
FUND 436	2012				BOND			
FUND 437	2018				BOND			
FUND 438	2020				BOND FUND			
FUND 439	2022				BOND FUND			
FUND 443					CAPITAL PROJECTS			
FUND 472					PARKADE RENOVATION			
FUND 473					SIDEWALK ASSESSMENT			
FUND 483					ECONOMIC DEVELOPMENT			
FUND 484					ECONOMIC DEVELOPMENT LAND			
FUND 541	2018				STORM WATER BONDS			
FUND 544	2008				SEWER BONDS			
FUND 545	2006				SEWER BONDS			
FUND 546					SEWER IMPROVEMENT FUND			
FUND 547					SEWER RESERVE FUND			
FUND 548	1997				SEWER BOND FUND			
FUND 549	1992				SEWER BOND FUND			
FUND 550	2000				SEWER BOND FUND			
FUND 551					REFUSE FUND			
551-0000-213.00-00					CURRENT LIABILITY / SALES TAX PAYABLE			
2323				12/22 AP 07/14/22	0006322 IOWA DEPT.OF REVENUE	229.67		07/21/22
					SEMI-MONTHLY SALES TAX COMMERCIAL GARBAGE A/R			
					ACCOUNT TOTAL	229.67	.00	229.67
551-6675-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
2323				12/22 AP 07/13/22	0006325 ISOLVED BENEFIT SERVICES, INC	27.70		07/21/22
					HEALTH INS. REIMBURSEMENT			
2323				12/22 AP 07/13/22	0006325 ISOLVED BENEFIT SERVICES, INC	134.42		07/21/22
					HEALTH INS. REIMBURSEMENT			
2323				12/22 AP 07/13/22	0006325 ISOLVED BENEFIT SERVICES, INC	100.00		07/21/22
					HEALTH INS. REIMBURSEMENT			
2323				12/22 AP 07/13/22	0006325 ISOLVED BENEFIT SERVICES, INC	2.80		07/21/22
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	264.92	.00	264.92
551-6685-436.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
2323				12/22 AP 07/05/22	0006335 PROFESSIONAL SOLUTIONS	696.23		07/21/22
					JUNE CREDIT CARD FEES			
2323				12/22 AP 07/05/22	0006341 PROFESSIONAL SOLUTIONS	54.51		07/21/22
					JUNE CREDIT CARD FEES			

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FUND 551 REFUSE FUND									
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued		
ACCOUNT TOTAL							750.74	.00	750.74
551-6685-436.85-01 UTILITIES / UTILITIES									
2329		12/22 AP		06/25/22	0397289	CEDAR FALLS UTILITIES	2,275.43		07/15/22
UTILITIES THRU 06/25/22									
ACCOUNT TOTAL							2,275.43	.00	2,275.43
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
2329		12/22 AP		06/25/22	0397289	CEDAR FALLS UTILITIES	6,093.35		07/15/22
UTILITIES THRU 06/25/22									
ACCOUNT TOTAL							6,093.35	.00	6,093.35
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
114		01/23 AP		07/15/22	0397310	BLACK HAWK CO.LANDFILL	24,005.25		07/25/22
LANDFILL SRV:7/1-7/15/22									
ACCOUNT TOTAL							24,005.25	.00	24,005.25
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2323		12/22 AP		07/14/22	0006322	IOWA DEPT.OF REVENUE	80.23		07/21/22
SEMI-MONTHLY SALES TAX COMMERCIAL GARBAGE									
ACCOUNT TOTAL							80.23	.00	80.23
FUND TOTAL							33,699.59	.00	33,699.59
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01 UTILITIES / UTILITIES									
2329		12/22 AP		06/25/22	0397289	CEDAR FALLS UTILITIES	5,584.19		07/15/22
UTILITIES THRU 06/25/22									
ACCOUNT TOTAL							5,584.19	.00	5,584.19
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2323		12/22 AP		07/13/22	0006325	ISOLVED BENEFIT SERVICES, INC	348.47		07/21/22
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL							348.47	.00	348.47

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FUND 552 SEWER RENTAL FUND											
2329		12/22 AP	552-6665-436.85-01 UTILITIES / UTILITIES		06/25/22	0397289	CEDAR FALLS UTILITIES	22,498.47			07/15/22
			UTILITIES THRU 06/25/22								
			ACCOUNT TOTAL					22,498.47	.00	22,498.47	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL											
114		01/23 AP	552-6665-436.86-33 REPAIR & MAINTENANCE		07/15/22	0397310	BLACK HAWK CO.LANDFILL	72.25			07/25/22
			LANDFILL SRV:7/1-7/15/22								
			ACCOUNT TOTAL					72.25	.00	72.25	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING											
2329		12/22 AP	552-6665-436.86-34 REPAIR & MAINTENANCE		06/25/22	0397289	CEDAR FALLS UTILITIES	6,093.33			07/15/22
			UTILITIES THRU 06/25/22								
			ACCOUNT TOTAL					6,093.33	.00	6,093.33	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX											
2323		12/22 AP	552-6665-436.89-04 MISCELLANEOUS SERVICES		07/14/22	0006322	IOWA DEPT.OF REVENUE	7,476.72			07/21/22
			SEMI-MONTHLY SALES TAX				COMMERCIAL SEWER				
			ACCOUNT TOTAL					7,476.72	.00	7,476.72	
			FUND TOTAL					42,073.43	.00	42,073.43	
FUND 553 2004 SEWER BOND											
FUND 555 STORM WATER UTILITY											
2329		12/22 AP	555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING		06/25/22	0397289	CEDAR FALLS UTILITIES	6,093.33			07/15/22
			UTILITIES THRU 06/25/22								
			ACCOUNT TOTAL					6,093.33	.00	6,093.33	
			FUND TOTAL					6,093.33	.00	6,093.33	
FUND 570 SEWER ASSESSMENT											
FUND 606 DATA PROCESSING FUND											
2349		12/22 AP	606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES		07/10/22	0397298	CEDAR FALLS UTILITIES	15.00			07/21/22
			LIBRARY DOMAIN NAME				STATIC IP ADDRESS				
			ACCOUNT TOTAL					15.00	.00	15.00	

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FUND 606 DATA PROCESSING FUND								
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
75		01/23 AP		07/01/22	0397290 CITY PHONE SERV.-JULY'22	74.49		07/15/22
ACCOUNT TOTAL						74.49	.00	74.49
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS								
2349		12/22 AP		07/10/22	0397298 CEDAR FALLS UTILITIES FIBER POINT:6/11-7/10/22	3,320.00		07/21/22
ACCOUNT TOTAL						3,320.00	.00	3,320.00
FUND TOTAL						3,409.49	.00	3,409.49
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
2323		12/22 AP		07/11/22	0006321 EXPRESS SCRIPTS, INC.	4,101.20		07/21/22
2323		12/22 AP		07/05/22	0006320 EXPRESS SCRIPTS, INC.	14,973.33		07/21/22
2323		12/22 AP		07/01/22	0006342 WELLMARK IOWA	51,713.20		07/21/22
2323		12/22 AP		07/01/22	0006343 WELLMARK IOWA	44,243.33		07/21/22
ACCOUNT TOTAL						115,031.06	.00	115,031.06
FUND TOTAL						115,031.06	.00	115,031.06
FUND 681 HEALTH SEVERANCE								
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS								
2351		12/22 AP		07/21/22	0397312 JEHLE, STEVEN	1,020.60		07/25/22
2351		12/22 AP		07/21/22	0397312 JEHLE, STEVEN	755.70		07/25/22
2351		12/22 AP		07/21/22	0397312 JEHLE, STEVEN	175.80		07/25/22
2349		12/22 AP		07/18/22	0397300 LUX, JOSH	105.27		07/21/22
99		01/23 AP		07/18/22	0397300 LUX, JOSH	105.27		07/21/22
ACCOUNT TOTAL						2,162.64	.00	2,162.64

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FUND 681 HEALTH SEVERANCE										
					FUND TOTAL		2,162.64	.00	2,162.64	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000		222.05-00				PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE				
75		01/23 AP		07/15/22	0397294	KLEITSCH ESTATE, JOHN E.	726.15			07/15/22
						PAYROLL:06/25-07/08/22				
						DECEASED-FINAL PAYCHECK				
					ACCOUNT TOTAL		726.15	.00	726.15	
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										
2323		12/22 AP		07/20/22	0006323	IOWA WORKFORCE DEVELOPMENT	3,834.84			07/21/22
						RMB:BENEFITS THRU 6/30/22				
					ACCOUNT TOTAL		3,834.84	.00	3,834.84	
					FUND TOTAL		4,560.99	.00	4,560.99	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
2323		12/22 AP		07/21/22	0006319	EMC RISK SERVICES, LLC	3,082.79			07/21/22
						WORKER COMP ADMIN FEE				
2323		12/22 AP		07/21/22	0006319	EMC RISK SERVICES, LLC	1,350.00			07/21/22
						WORKER COMP CLAIM				
					ACCOUNT TOTAL		4,432.79	.00	4,432.79	
					FUND TOTAL		4,432.79	.00	4,432.79	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2323		12/22 AP		07/21/22	0006319	EMC RISK SERVICES, LLC	344.00			07/21/22
						LIABILITY ADMIN FEES				
2323		12/22 AP		07/21/22	0006319	EMC RISK SERVICES, LLC	1,860.00			07/21/22
						LIABILITY CLAIM				
					ACCOUNT TOTAL		2,204.00	.00	2,204.00	
					FUND TOTAL		2,204.00	.00	2,204.00	

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 724 TRUST & AGENCY									
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
75		01/23 AP		07/14/22	0397293	GENERAL FUND	14,867.80		07/15/22
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	14,867.80	.00	14,867.80
						FUND TOTAL	14,867.80	.00	14,867.80
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	349,988.52	.00	349,988.52

Council Invoices for Council Meeting 08/01/22

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
89		02/23 AP	07/12/22	0000000	DES MOINES STAMP MFG. CO. NOTARY STAMP-J DANIELSEN	28.70			07/26/22
					ACCOUNT TOTAL	28.70	.00	28.70	
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
89		02/23 AP	07/08/22	0000000	AWARDS, GIFTS & ENGRAVING NAME BADGES-HUMAN RIGHTS COMMISSION	66.00			07/26/22
					ACCOUNT TOTAL	66.00	.00	66.00	
101-1038-441.81-53					PROFESSIONAL SERVICES / JOB NOTICES				
2326		12/22 AP	06/30/22	0000000	REGISTER MEDIA	999.00			07/26/22
					JOB AD:BLDG INSPECTOR 6/1-6/19/22-DIGITAL/PRINT				
2326		12/22 AP	06/30/22	0000000	REGISTER MEDIA	999.00			07/26/22
					JOB AD:PUBLIC SAFETY OFFI 6/1-6/19/22-DIGITAL/PRINT				
2326		12/22 AP	06/26/22	0000000	COURIER COMMUNICATIONS-ADVERT MONTHLY DIGITAL IMPRESSNS ONLINE	450.00			07/26/22
2326		12/22 AP	06/26/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.42			07/26/22
2326		12/22 AP	06/26/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	46.08			07/26/22
2326		12/22 AP	06/26/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	54.40			07/26/22
2326		12/22 AP	06/26/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	75.06			07/26/22
2326		12/22 AP	06/22/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	29.40			07/26/22
2326		12/22 AP	06/22/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			07/26/22
2326		12/22 AP	06/22/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			07/26/22
2326		12/22 AP	06/22/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			07/26/22
2326		12/22 AP	06/20/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	39.00			07/26/22
2326		12/22 AP	06/19/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	54.39			07/26/22
2326		12/22 AP	06/19/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	46.06			07/26/22
2326		12/22 AP	06/19/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	83.40			07/26/22
2326		12/22 AP	06/15/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	29.40			07/26/22
2326		12/22 AP	06/15/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	14.10			07/26/22
2326		12/22 AP	06/15/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			07/26/22
2326		12/22 AP	06/15/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			07/26/22

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1038-441.81-53	PROFESSIONAL SERVICES / JOB NOTICES				continued			
2326		12/22 AP 06/12/22 0000000			JOB AD:PT FINANCIAL CLERK PULSE COURIER COMMUNICATIONS-ADVERT	54.40		07/26/22
2326		12/22 AP 06/12/22 0000000			JOB AD:BLDG INSPECTOR COURIER COMMUNICATIONS-ADVERT	39.10		07/26/22
2326		12/22 AP 06/12/22 0000000			JOB AD:PUBLIC SAFETY OFFI COURIER COMMUNICATIONS-ADVERT	83.39		07/26/22
2326		12/22 AP 06/12/22 0000000			JOB AD:PT ADMIN ASSISTANT COURIER COMMUNICATIONS-ADVERT	75.06		07/26/22
2326		12/22 AP 06/08/22 0000000			JOB AD:PT FINANCIAL CLERK COURIER COMMUNICATIONS-ADVERT	29.40		07/26/22
2326		12/22 AP 06/08/22 0000000			JOB AD:BLDG INSPECTOR COURIER COMMUNICATIONS-ADVERT	14.10		07/26/22
2326		12/22 AP 06/08/22 0000000			JOB AD:PUBLIC SAFETY OFFI COURIER COMMUNICATIONS-ADVERT	29.40		07/26/22
2326		12/22 AP 06/05/22 0000000			JOB AD:SEASONAL LABORERS COURIER COMMUNICATIONS-ADVERT	950.00		07/26/22
2326		12/22 AP 06/05/22 0000000			MOBILE LOCATION TARGETING AMP DIGITAL COURIER COMMUNICATIONS-ADVERT	500.00		07/26/22
2326		12/22 AP 06/05/22 0000000			PPC CAMPAIGN AMP DIGITAL COURIER COMMUNICATIONS-ADVERT	83.40		07/26/22
2326		12/22 AP 06/05/22 0000000			JOB AD:BLDG INSPECTOR COURIER COMMUNICATIONS-ADVERT	68.10		07/26/22
2326		12/22 AP 06/05/22 0000000			JOB AD:PUBLIC SAFETY OFFI COURIER COMMUNICATIONS-ADVERT	58.40		07/26/22
2326		12/22 AP 06/05/22 0000000			JOB AD:PT FINANCIAL CLERK COURIER COMMUNICATIONS-ADVERT	58.40		07/26/22
2326		12/22 AP 06/01/22 0000000			JOB AD:SEASONAL LABORERS COURIER COMMUNICATIONS-ADVERT	29.40		07/26/22
2326		12/22 AP 06/01/22 0000000			NOW HIRING COURIER COMMUNICATIONS-ADVERT	29.40		07/26/22
2326		12/22 AP 06/01/22 0000000			JOB AD:PT FINANCIAL CLERK COURIER COMMUNICATIONS-ADVERT	29.40		07/26/22
89		02/23 AP 07/22/22 0000000			JOB AD:PT REC CENTER CEDAR VALLEY SAVER, INC. 7/21/22 DISPLAY/WEB AD	75.00		07/26/22
89		02/23 AP 07/08/22 0000000			JOB AD:CD V&T ASSISTANT CEDAR VALLEY SAVER, INC. 7/7/22 DISPLAY/WEB AD	75.00		07/26/22
		ACCOUNT TOTAL				5,372.66	.00	5,372.66
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION								
89		02/23 AP 07/13/22 0000000			COTTINGHAM & BUTLER INSURANCE CIVIL SERVICE REVIEW BUILDING INSPECTOR	275.00		07/26/22
		ACCOUNT TOTAL				275.00	.00	275.00
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS								

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FUND 101 GENERAL FUND										
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
2352				12/22	AP 07/14/22 0000000	SWISHER & COHRT, P.L.C.	57.00		07/26/22	
						LGL:MISCELLANEOUS MATTERS				
						6/7/22-6/29/22				
2352				12/22	AP 06/30/22 0000000	REDFERN,MASON,LARSEN & MOORE,	2,261.00		07/26/22	
						LGL:GREENHILL VILL.9TH AD				
						06/03/22-06/30/22				
						PROJECT#: 023006				
2352				12/22	AP 06/08/22 0000000	SWISHER & COHRT, P.L.C.	19.00		07/26/22	
						LGL:MISCELLANEOUS MATTERS				
						5/5/22				
89				02/23	AP 08/01/22 0000000	AHLERS AND COONEY, P.C.	3,900.00		07/26/22	
						LEGAL SERVICES-AUG'22				
89				02/23	AP 08/01/22 0000000	SWISHER & COHRT, P.L.C.	2,600.00		07/26/22	
						LEGAL SERVICES-AUG'22				
						ACCOUNT TOTAL	8,837.00	.00	8,837.00	
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT				
89				02/23	AP 08/01/22 0000000	SWISHER & COHRT, P.L.C.	1,000.00		07/26/22	
						LEGAL SERVICES-AUG'22				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
59				02/23	AP 07/06/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		07/26/22	
						OFFICE COPY PAPER				
						ACCOUNT TOTAL	1.14	.00	1.14	
101-1118-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
83				02/23	AP 07/05/22 0000000	AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22	
						APWA RENEW-GAINES				
						ACCOUNT TOTAL	185.00	.00	185.00	
101-1158-441.83-03						TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS				
2326				12/22	AP 06/09/22 0000000	VOLUNTEER CENTER OF CEDAR VAL	750.00		07/26/22	
						SPONSORSHIP-VOL/TEEN AWRD				
						LUNCHEON				
						ACCOUNT TOTAL	750.00	.00	750.00	
101-1199-411.32-90						COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT				
2346				12/22	AP 04/08/22 0000000	MIDWEST DEFENSE SOLUTIONS, LL	2,712.50		07/26/22	
						7 BALLISTIC VESTS				
						50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	2,712.50	.00	2,712.50	

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FUND 101 GENERAL FUND								
101-1199-441.72-19					OPERATING SUPPLIES / PRINTING			
2326		12/22 AP	06/24/22	0000000	COURIER LEGAL COMMUNICATIONS	41.20		07/26/22
					ORDINANCE 3012			
2326		12/22 AP	06/24/22	0000000	COURIER LEGAL COMMUNICATIONS	19.42		07/26/22
					PH OLIVE ST BOX CULVERT			
2326		12/22 AP	06/24/22	0000000	COURIER LEGAL COMMUNICATIONS	71.19		07/26/22
					PH NTC FY22			
2326		12/22 AP	06/16/22	0000000	COURIER LEGAL COMMUNICATIONS	468.80		07/26/22
					6/6/22 CC MTG.MINS/BILLS			
2326		12/22 AP	06/13/22	0000000	COURIER LEGAL COMMUNICATIONS	18.38		07/26/22
					PN STORM WATER DISCHARGE 27TH ST			
2326		12/22 AP	06/13/22	0000000	COURIER LEGAL COMMUNICATIONS	18.38		07/26/22
					PUB NTC STORM WATER DISCH CENTER ST			
2326		12/22 AP	06/10/22	0000000	COURIER LEGAL COMMUNICATIONS	108.15		07/26/22
					ORDINANCE 3011			
2326		12/22 AP	06/10/22	0000000	COURIER LEGAL COMMUNICATIONS	19.42		07/26/22
					PH 2022 UNIV AVE BIOCELL			
2326		12/22 AP	06/10/22	0000000	COURIER LEGAL COMMUNICATIONS	19.95		07/26/22
					PH 2022 SEAL COAT			
					ACCOUNT TOTAL	784.89	.00	784.89
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES								
2340		12/22 AP	06/30/22	0000000	PROFESSIONAL LAWN CARE, LLC	190.00		07/26/22
					CODE ENF.MOW-2010 OLIVE			
2340		12/22 AP	06/29/22	0000000	PROFESSIONAL LAWN CARE, LLC	71.25		07/26/22
					CODE ENF.MOW-1506 DELTA			
2340		12/22 AP	06/29/22	0000000	PROFESSIONAL LAWN CARE, LLC	71.25		07/26/22
					CODE ENF.MOW-1512 DELTA			
2340		12/22 AP	06/29/22	0000000	PROFESSIONAL LAWN CARE, LLC	47.50		07/26/22
					CODE ENF.MOW-1502 DELTA			
90		02/23 AP	07/14/22	0000000	PROFESSIONAL LAWN CARE, LLC	285.00		07/26/22
					CODE ENF.MOW-1810 TREMONT			
					ACCOUNT TOTAL	665.00	.00	665.00
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING								
2340		12/22 AP	06/23/22	0000000	STOREY KENWORTHY	217.20		07/26/22
					INSP.SEWER MEAS.CARDS			
2340		12/22 AP	06/23/22	0000000	STOREY KENWORTHY	95.50		07/26/22
					INSP.FRAMEING PASSED LABEL			
2340		12/22 AP	06/23/22	0000000	STOREY KENWORTHY	95.50		07/26/22
					PLUMBING INSPECTION LABEL			
2340		12/22 AP	06/23/22	0000000	STOREY KENWORTHY	226.00		07/26/22
					GREEN INSPECTION TAGS			
					ACCOUNT TOTAL	634.20	.00	634.20

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FUND 101 GENERAL FUND										
101-2235-412.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
90		02/23	AP	07/12/22	0000000	IOWA CHAPTER-IAPMO	165.00			07/26/22
						REG:CONT.EDUC.-HENDERSON PLUMBING TRACK-WATERLOO				
90		02/23	AP	07/12/22	0000000	IOWA CHAPTER-IAPMO	165.00			07/26/22
						REG:CONT.EDUC.-MAI PLUMBING TRACK-WATERLOO				
						ACCOUNT TOTAL	330.00	.00		330.00
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING				
2326		12/22	AP	06/02/22	0000000	COURIER LEGAL COMMUNICATIONS	27.30			07/26/22
						PH AMENDMENTS SEC 26-191				
						ACCOUNT TOTAL	27.30	.00		27.30
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
72		02/23	AP	07/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.40			07/26/22
						PENS FOR FRONT DESK				
72		02/23	AP	07/12/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.57			07/26/22
						PENS FOR FRONT DESK				
72		02/23	AP	07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.95			07/26/22
						COPY PAPER				
						ACCOUNT TOTAL	30.92	.00		30.92
101-2253-423.72-28						OPERATING SUPPLIES / CAMP SUPPLIES				
2327		12/22	AP	07/14/22	0000000	CEDAR FALLS COMMUNITY SCHOOLS	4,228.24			07/26/22
						DAY CAMP BUSES JUNE'22				
						ACCOUNT TOTAL	4,228.24	.00		4,228.24
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT				
92		02/23	AP	07/01/22	0000000	COOLEY PUMPING, LLC	95.00			07/26/22
						PORTABLE RESTROOM				
						UNI TENNIS COURTS				
92		02/23	AP	07/01/22	0000000	COOLEY PUMPING, LLC	95.00			07/26/22
						PORTABLE RESTROOM				
						LIONS BASEBALL FIELD				
						ACCOUNT TOTAL	190.00	.00		190.00
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT				
92		02/23	AP	07/01/22	0000000	COOLEY PUMPING, LLC	95.00			07/26/22
						PORTABLE RESTROOM				
						BASEBALL FIELDS				
						ACCOUNT TOTAL	95.00	.00		95.00

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									POST DT	
FUND 101 GENERAL FUND										
101-2253-423.72-41	OPERATING SUPPLIES / THE FALLS CONCESSIONS									
92		02/23 AP		07/19/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/18/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/18/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/18/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/18/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/18/22	0000000	PAPA JOHN'S PIZZA	64.00		07/26/22	
		8 PIZZAS								
92		02/23 AP		07/17/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/17/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/17/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	
		6 PIZZAS								
92		02/23 AP		07/16/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
92		02/23 AP		07/16/22	0000000	PAPA JOHN'S PIZZA	24.00		07/26/22	
		3 PIZZAS								
92		02/23 AP		07/15/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
72		02/23 AP		07/14/22	0000000	ATLANTIC COCA-COLA	206.38		07/26/22	
		CONCESSIONS-SODA								
92		02/23 AP		07/14/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	
		6 PIZZAS								
92		02/23 AP		07/14/22	0000000	PAPA JOHN'S PIZZA	64.00		07/26/22	
		8 PIZZAS								
92		02/23 AP		07/14/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	
		6 PIZZAS								
92		02/23 AP		07/14/22	0000000	MYERS-COX COMPANY	396.54		07/26/22	
		CONCESSIONS ORDER								
72		02/23 AP		07/13/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
72		02/23 AP		07/13/22	0000000	PAPA JOHN'S PIZZA	40.00		07/26/22	
		5 PIZZAS								
72		02/23 AP		07/12/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
72		02/23 AP		07/12/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
72		02/23 AP		07/11/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	
		6 PIZZAS								
72		02/23 AP		07/10/22	0000000	PAPA JOHN'S PIZZA	72.00		07/26/22	
		9 PIZZAS								
72		02/23 AP		07/10/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	
		6 PIZZAS								
72		02/23 AP		07/09/22	0000000	PAPA JOHN'S PIZZA	48.00		07/26/22	

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FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued				
						6 PIZZAS				
72		02/23 AP		07/09/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZAS				
72		02/23 AP		07/08/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZAS				
47		02/23 AP		07/07/22	0000000	ATLANTIC COCA-COLA	647.56			07/26/22
						SODA-CONCESSIONS				
47		02/23 AP		07/07/22	0000000	MYERS-COX COMPANY	2,083.42			07/26/22
						CONCESSION CANDY,SNACKS				
47		02/23 AP		07/07/22	0000000	PAPA JOHN'S PIZZA	24.00			07/26/22
						3 PIZZA'S				
47		02/23 AP		07/06/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
47		02/23 AP		07/06/22	0000000	PAPA JOHN'S PIZZA	40.00			07/26/22
						5 PIZZA'S				
47		02/23 AP		07/06/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
72		02/23 AP		07/06/22	0000000	DIPPIN' DOTS, LLC	1,589.96			07/26/22
						DIPPIN DOTS ORDER				
47		02/23 AP		07/05/22	0000000	PAPA JOHN'S PIZZA	72.00			07/26/22
						9 PIZZA'S				
47		02/23 AP		07/05/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
47		02/23 AP		07/05/22	0000000	PAPA JOHN'S PIZZA	72.00			07/26/22
						9 PIZZA'S				
47		02/23 AP		07/04/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
47		02/23 AP		07/03/22	0000000	PAPA JOHN'S PIZZA	72.00			07/26/22
						9 PIZZA'S				
47		02/23 AP		07/03/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
47		02/23 AP		07/03/22	0000000	PAPA JOHN'S PIZZA	72.00			07/26/22
						9 PIZZA'S				
47		02/23 AP		07/02/22	0000000	PAPA JOHN'S PIZZA	32.00			07/26/22
						4 PIZZA'S				
47		02/23 AP		07/02/22	0000000	PAPA JOHN'S PIZZA	72.00			07/26/22
						9 PIZZA'S				
47		02/23 AP		07/02/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
47		02/23 AP		07/01/22	0000000	PAPA JOHN'S PIZZA	48.00			07/26/22
						6 PIZZA'S				
						ACCOUNT TOTAL	7,227.86	1.00		7,227.86
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
2344		12/22 AP		05/18/22	0000000	ACCO UNLIMITED CORPORATION	955.50			07/26/22
						49 SODIUM BICARB				
2344		12/22 AP		05/13/22	0000000	ACCO UNLIMITED CORPORATION	907.22			07/26/22

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FUND 101 GENERAL FUND								
101-2253-423.73-17					OTHER SUPPLIES / THE FALLS POOL CHEMICALS			continued
					REPAIR LAP POOL FILTER DRAIN			
2344		12/22 AP	05/13/22	0000000	ACCO UNLIMITED CORPORATION	99.80		07/26/22
92		02/23 AP	07/13/22	0000000	ACCO UNLIMITED CORPORATION	3,570.70		07/26/22
72		02/23 AP	07/06/22	0000000	ACCO UNLIMITED CORPORATION	2,060.00		07/26/22
72		02/23 AP	07/05/22	0000000	CARRICO AQUATIC RESOURCES INC	53.16		07/26/22
					CI2 TEST REAGENT			
					ACCOUNT TOTAL	7,646.38	.00	7,646.38
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
72		02/23 AP	07/12/22	0000000	M.R. NYREN COMPANY	716.68		07/26/22
					25 DOZ TOWELS			
					ACCOUNT TOTAL	716.68	.00	716.68
101-2253-423.86-31					REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.			
2327		12/22 AP	06/29/22	0000000	DIRECT APPLIANCE & TV CENTER	579.00		07/26/22
					OFFICE FREEZER			
2327		12/22 AP	04/27/22	0000000	MENARDS-CEDAR FALLS	173.99		07/26/22
					TOTEM BENCH			
72		02/23 AP	07/12/22	0000000	DES MOINES STAMP MFG. CO.	35.70		07/26/22
					INVOICE STAMP			
72		02/23 AP	07/11/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	62.68		07/26/22
					CREDIT CARD PAPER			
72		02/23 AP	07/05/22	0000000	ROYALTURF INC	393.75		07/26/22
					INTERIOR PLANT BED MAINT			
47		02/23 AP	07/01/22	0000000	CITY LAUNDERING CO.	98.18		07/26/22
					FIRST AID KIT RESTOCK			
					ACCOUNT TOTAL	1,343.30	.00	1,343.30
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
2350		12/22 AP	06/18/22	0000000	SCHWARZ, GUNNAR	200.00		07/26/22
					HONORARIUM FOR WORK AND RECEPTION DEMONSTRATIONS			
104		02/23 AP	07/26/22	0000000	GROUT MUSEUM DISTRICT	225.00		07/26/22
					STAR LAB OUTREACH FOR SPACE CAMP			
104		02/23 AP	07/19/22	0000000	BORSH, MORGANNE	125.00		07/26/22
					GUEST INSTRUCTOR FOR SCIENCE CAMP. 7/13-7/15			
104		02/23 AP	07/13/22	0000000	CITY LAUNDERING CO.	57.66		07/26/22
					FIRST AID KIT RESTOCK			
104		02/23 AP	07/08/22	0000000	ARAMARK	9.84		07/26/22
					RUG SERVICE			
104		02/23 AP	06/22/22	0000000	GUSE, CARTER	350.00		07/26/22

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FUND 101 GENERAL FUND									
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES CONCERT PERFORMANCE IN THE GARDEN			continued
						ACCOUNT TOTAL	967.50	.00	967.50
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
94		02/23 AP		07/01/22	0000000	OFFICE EXPRESS OFFICE PRODUCT LAMINATOR & LAM.POUCHES	114.09		07/26/22
						ACCOUNT TOTAL	114.09	.00	114.09
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
91		02/23 AP		07/08/22	0000000	ARAMARK TOWELS-STATION #1	8.45		07/26/22
91		02/23 AP		07/08/22	0000000	ARAMARK TOWELS;MATS-PSS BUILDING	19.58		07/26/22
						ACCOUNT TOTAL	28.03	.00	28.03
101-4511-414.72-07						OPERATING SUPPLIES / EMS/RESCUE SUPPLIES			
2345		12/22 AP		06/30/22	0000000	DASH MEDICAL GLOVES, INC. EXAM GLOVES-9 CASES	856.17		07/26/22
						ACCOUNT TOTAL	856.17	.00	856.17
101-4511-414.72-09						OPERATING SUPPLIES / EQUIPMENT REPAIR			
91		02/23 AP		07/19/22	0000000	PROP SHOP OF CEDAR FALLS BOAT REPAIR-571 & 572	374.20		07/26/22
						ACCOUNT TOTAL	374.20	.00	374.20
101-4511-414.72-23						OPERATING SUPPLIES / RADIO & MDC FEES			
91		02/23 AP		07/07/22	0000000	BLACK HAWK CO.E911-TREASURER FIRE EDACS FEE;JUL-SEP'22	3,090.08		07/26/22
						ACCOUNT TOTAL	3,090.08	.00	3,090.08
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
91		02/23 AP		07/14/22	0000000	WILSON RESTAURANT SUPPLY, INC FORKS-FD KITCHEN	25.98		07/26/22
						ACCOUNT TOTAL	25.98	.00	25.98

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									POST DT	
FUND 101 GENERAL FUND										
101-4511-2345	414.86-01	REPAIR & MAINTENANCE	/	REPAIR & MAINTENANCE						
	12/22	AP	06/29/22	0000000		OUTDOOR & MORE	218.98			07/26/22
						HIGH OCTANE FUEL				
91	02/23	AP	07/13/22	0000000		SANDRY FIRE SUPPLY, L.L.C.	367.85			07/26/22
						LATHE CUT SWIVEL GASKETS				
						ACCOUNT TOTAL	586.83	.00		586.83
101-4511-91	414.86-50	REPAIR & MAINTENANCE	/	SERVICE CONTRACTS						
	02/23	AP	07/19/22	0000000		MIDWEST BREATHING AIR L.L.C.	434.64			07/26/22
						QTRLY.AIR TEST;REPAIRS				
						4600 S. MAIN STREET				
						ACCOUNT TOTAL	434.64	.00		434.64
101-4511-91	414.89-40	MISCELLANEOUS SERVICES	/	UNIFORM ALLOWANCE						
	02/23	AP	07/06/22	0000000		GALLS, LLC	154.95			07/26/22
						BOOTS-TYLER LENOX				
						ACCOUNT TOTAL	154.95	.00		154.95
101-5521-94	415.71-01	OFFICE SUPPLIES	/	OFFICE SUPPLIES						
	02/23	AP	07/01/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	126.18			07/26/22
						PAPER;ENVELOPES				
						ACCOUNT TOTAL	126.18	.00		126.18
101-5521-2346	415.72-01	OPERATING SUPPLIES	/	OPERATING SUPPLIES						
	12/22	AP	07/07/22	0000000		RASMUSSEN CO., THE	135.00			07/26/22
						RECOVER STOLEN VW JETTA				
						#22-050753				
2346	12/22	AP	06/20/22	0000000		BENTON BUILDING CENTER	11.92			07/26/22
						WOOD LATHE-NO PRKG.SIGNS				
						STURGIS FALLS				
91	02/23	AP	07/08/22	0000000		ARAMARK	19.58			07/26/22
						TOWELS;MATS-PSS BUILDING				
						ACCOUNT TOTAL	166.50	.00		166.50
101-5521-2346	415.72-20	OPERATING SUPPLIES	/	OFFICERS EQUIPMENT						
	12/22	AP	05/15/22	0000000		MIDWEST DEFENSE SOLUTIONS, LL	783.12			07/26/22
						DYLAN SCHARNAU				
						1 BALLISTIC VEST				
2346	12/22	AP	04/08/22	0000000		MIDWEST DEFENSE SOLUTIONS, LL	2,712.50			07/26/22
						7 BALLISTIC VESTS				
						50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	3,495.62	.00		3,495.62

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FUND 101 GENERAL FUND									
101-5521-415.72-23	94	02/23 AP		07/07/22	OPERATING SUPPLIES / RADIO & MDC FEES BLACK HAWK CO.E911-TREASURER	4,722.57		07/26/22	
					POL.EDACS FEES;JUL-SEP'22				
					ACCOUNT TOTAL	4,722.57	.00	4,722.57	
101-5521-415.72-33	2346	12/22 AP		05/15/22	OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM MIDWEST DEFENSE SOLUTIONS, LL	1,576.24		07/26/22	
					2 BALLISTIC VESTS OPPMAN/DUBOIS				
					ACCOUNT TOTAL	1,576.24	.00	1,576.24	
101-5521-415.81-01	2346	12/22 AP		06/30/22	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES NET TRANSCRIPTS, INC.	45.77		07/26/22	
					TRANSCRIPTION SERVICES #22-005260				
					ACCOUNT TOTAL	45.77	.00	45.77	
101-5521-415.83-06	2346	12/22 AP		07/07/22	TRANSPORTATION&EDUCATION / EDUCATION IOWA LAW ENFORCEMENT ACADEMY	175.00		07/26/22	
					RIFLE INST.RCRT.-MCNAMARA JOHNSTON;06/29/22				
2346		12/22 AP		06/30/22	IOWA LAW ENFORCEMENT ACADEMY	30.00		07/26/22	
					BACK THE BLUE ONLINE TRNG BECKNER/HOWARD/MCNAMARA				
2346		12/22 AP		06/30/22	IOWA LAW ENFORCEMENT ACADEMY	30.00		07/26/22	
					BACK THE BLUE ONLINE TRNG SCHREIBER/SITZMANN/SMITH				
2346		12/22 AP		06/30/22	IOWA LAW ENFORCEMENT ACADEMY	20.00		07/26/22	
					BACK THE BLUE ONLINE TRNG YATES/ZOLONDEK				
2346		12/22 AP		06/30/22	IOWA CO.ATTORNEYS ASSOC.	70.00		07/26/22	
					REG:IA.ACTS-INTEREST-6/22 CORALVILLE;J.HARRENSTEIN				
2346		12/22 AP		05/27/22	IOWA LAW ENFORCEMENT ACADEMY		80.00	07/26/22	
					INST.ASST.-VEHICLE OPS. JOHNSTON;5/27/22;N.YOUNG				
2346		12/22 AP		05/27/22	IOWA LAW ENFORCEMENT ACADEMY		20.00	07/26/22	
					INST.ASST.-VEHICLE OPS. JOHNSTON;5/27/22;N.YOUNG				
					ACCOUNT TOTAL	325.00	100.00	225.00	
101-5521-425.81-20	2346	12/22 AP		07/11/22	PROFESSIONAL SERVICES / HUMANE SOCIETY CEDAR BEND HUMANE SOCIETY	3,276.00		07/26/22	
					JUN'22 ANIMAL SURRENDER				
2346		12/22 AP		07/01/22	WATERLOO, CITY OF	9,910.95		07/26/22	
					ANIMAL CALLS;6/1-6/30/22				
					ACCOUNT TOTAL	13,186.95	.00	13,186.95	
101-6613-433.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				

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FUND 101 GENERAL FUND											
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued	
2320		12/22 AP		06/30/22	0000000	OUTDOOR & MORE	11.55			07/26/22	
		PROPANE									
2320		12/22 AP		06/30/22	0000000	OUTDOOR & MORE	10.50			07/26/22	
		PROPANE									
2320		12/22 AP		06/14/22	0000000	STOKES WELDING	78.00			07/26/22	
		STRING TRIMMER HEADS									
83		02/23 AP		07/12/22	0000000	O'DONNELL ACE HARDWARE	7.69			07/26/22	
		GALV NIPPLE									
83		02/23 AP		07/11/22	0000000	O'DONNELL ACE HARDWARE	62.67			07/26/22	
		PICKUP TOOLS									
59		02/23 AP		07/07/22	0000000	O'DONNELL ACE HARDWARE	9.47			07/26/22	
		TAPE, ELBOWS									
59		02/23 AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.51			07/26/22	
		OFFICE COPY PAPER									
59		02/23 AP		07/01/22	0000000	MENARDS-CEDAR FALLS	125.95			07/26/22	
		LIGHTS									
		ACCOUNT TOTAL						307.34	.00		307.34
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES					
2343		12/22 AP		06/29/22	0000000	POLK'S LOCK SERVICE, INC.	4.00			07/26/22	
		KEYS									
2343		12/22 AP		05/23/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	91.08			07/26/22	
		HVAC FILTERS									
PROJECT#:		062507									
2343		12/22 AP		05/20/22	0000000	CITY LAUNDRING CO.	130.16			07/26/22	
		1ST AID SUPPLIES									
PROJECT#:		062506									
83		02/23 AP		07/08/22	0000000	ECHO GROUP, INC.	190.90			07/26/22	
		EMERGENCY LIGHT BULBS									
PROJECT#:		062506									
59		02/23 AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	201.41			07/26/22	
		TOWELS AND LINERS									
PROJECT#:		062514									
59		02/23 AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			07/26/22	
		OFFICE COPY PAPER									
83		02/23 AP		07/06/22	0000000	CONTINENTAL RESEARCH CORP.	290.67			07/26/22	
		URINAL CLEANER									
PROJECT#:		062506									
83		02/23 AP		07/06/22	0000000	MENARDS-CEDAR FALLS	17.98			07/26/22	
		LIGHT BULBS									
59		02/23 AP		07/05/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	324.12			07/26/22	
		TOWELS AND TISSUE									
PROJECT#:		062507									
59		02/23 AP		07/01/22	0000000	O'DONNELL ACE HARDWARE	18.69			07/26/22	
		SPRAY NOZZLE									
PROJECT#:		062507									
		ACCOUNT TOTAL						1,270.15	.00		1,270.15

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FUND 101 GENERAL FUND										
101-6616-446.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
83		02/23	AP	07/07/22	0000000	ECHO GROUP, INC.	18.65		07/26/22	
						VOLTAGE TESTER				
						PROJECT#: 062506				
						ACCOUNT TOTAL	18.65	.00	18.65	
101-6616-446.73-06						OTHER SUPPLIES / BUILDING REPAIR				
2343		12/22	AP	06/30/22	0000000	CHRISTIE DOOR COMPANY	2,218.00		07/26/22	
						OVERHEAD DOOR REPAIR				
						PROJECT#: 062506				
2343		12/22	AP	06/30/22	0000000	INTECONNEX	210.00		07/26/22	
						GATE CONTROLLER REPAIR				
						PROJECT#: 062506				
2320		12/22	AP	06/28/22	0000000	COOLEY PUMPING, LLC	145.00		07/26/22	
						DRAIN CLEANING-CITY HALL				
						PROJECT#: 062501				
59		02/23	AP	07/07/22	0000000	O'DONNELL ACE HARDWARE	3.38		07/26/22	
						OUTLET COVER				
						PROJECT#: 062503				
83		02/23	AP	07/07/22	0000000	ECHO GROUP, INC.	50.13		07/26/22	
						EMERGENCY LIGHT BATTERY				
						PROJECT#: 062509				
83		02/23	AP	07/07/22	0000000	MENARDS-CEDAR FALLS	46.68		07/26/22	
						BOX EXTENSIONS AND COVERS				
						PROJECT#: 062511				
59		02/23	AP	07/05/22	0000000	O'DONNELL ACE HARDWARE	9.38		07/26/22	
						BATTERY TERMINALS				
						PROJECT#: 062507				
						ACCOUNT TOTAL	2,682.57	.00	2,682.57	
101-6616-446.81-08						PROFESSIONAL SERVICES / PEST CONTROL				
2320		12/22	AP	07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	49.19		07/26/22	
						PEST CONTROL				
						PROJECT#: 062511				
2320		12/22	AP	07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		07/26/22	
						PEST CONTROL				
						PROJECT#: 062508				
2320		12/22	AP	07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	218.82		07/26/22	
						PEST CONTROL				
						PROJECT#: 062507				
2320		12/22	AP	07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.80		07/26/22	
						PEST CONTROL				
						PROJECT#: 062515				
2320		12/22	AP	07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	42.80		07/26/22	
						PEST CONTROL				
						PROJECT#: 062507				

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FUND 101 GENERAL FUND									
101-6616-446.81-08						PROFESSIONAL SERVICES / PEST CONTROL			continued
2320		12/22 AP		07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	16.05		07/26/22
						PEST CONTROL			
		PROJECT#:			062510				
2320		12/22 AP		07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	26.75		07/26/22
						PEST CONTROL			
		PROJECT#:			062505				
2320		12/22 AP		07/01/22	0000000	PLUNKETT'S PEST CONTROL, INC	16.05		07/26/22
						PEST CONTROL			
		PROJECT#:			062510				
		ACCOUNT TOTAL					437.42	.00	437.42
101-6616-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
83		02/23 AP		07/05/22	0000000	AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22
						APWA RENEW-BUCK			
		ACCOUNT TOTAL					185.00	.00	185.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2320		12/22 AP		07/01/22	0000000	BLACKHAWK SPRINKLERS, INC.	549.90		07/26/22
						FIRE SPRINKLER INSPECTION			
						6/20/22			
		PROJECT#:			062511				
2320		12/22 AP		07/01/22	0000000	BLACKHAWK SPRINKLERS, INC.	707.40		07/26/22
						FIRE SPRINKLER INSPECTION			
						6/20/22			
		PROJECT#:			062506				
2343		12/22 AP		06/28/22	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		07/26/22
						ELEVATOR PERMIT FEE			
		PROJECT#:			062501				
83		02/23 AP		07/12/22	0000000	CONTROL INSTALLATIONS OF IOWA	235.94		07/26/22
						REPAIR-HANDICAP DOOR OPNR			
		PROJECT#:			062503				
59		02/23 AP		07/08/22	0000000	ARAMARK	43.20		07/26/22
						MAT SERVICE			
		PROJECT#:			062506				
59		02/23 AP		07/08/22	0000000	ARAMARK	19.50		07/26/22
						MAT SERVICE			
		PROJECT#:			062501				
83		02/23 AP		07/07/22	0000000	NATIONAL ELEVATOR INSPECTION	80.00		07/26/22
						ELEVATOR INSPECTION FEE			
		PROJECT#:			062505				
59		02/23 AP		07/01/22	0000000	HAWKEYE COMMUNICATION/FANDEL	564.00		07/26/22
						FIRE ALARM MONITORING			
		PROJECT#:			062506				
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	3,700.00		07/26/22
						JANITORIAL SERVICES			
		PROJECT#:			062501				
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	1,470.00		07/26/22

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued			
JANITORIAL SERVICES										
PROJECT#:		062508								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	7,000.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062507								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	3,165.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062511								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	3,300.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062503								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	1,865.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062506								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	1,500.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062505								
59		02/23 AP		07/01/22	0000000	FRESH START CLEANING SOLUTION	500.00			07/26/22
JANITORIAL SERVICES										
PROJECT#:		062515								
ACCOUNT TOTAL							24,774.94	.00	24,774.94	
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2320		12/22 AP		07/01/22	0000000	KIDDER CONSTRUCTION, INC.	6,154.05			07/26/22
EXTERIOR DOOR REPLACEMENT LIBRARY										
PROJECT#:		062503								
ACCOUNT TOTAL							6,154.05	.00	6,154.05	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
2320		12/22 AP		07/01/22	0000000	RESTORATION SERVICES, INC.	2,300.00			07/26/22
EXTERIOR REPAIRS BIRDSALL TUCK POINTING,SEAL,PAINT										
PROJECT#:		062507								
2320		12/22 AP		07/01/22	0000000	RESTORATION SERVICES, INC.	3,385.00			07/26/22
EXTERIOR WINDOW CAULKING CITY HALL										
PROJECT#:		062501								
2343		12/22 AP		05/25/22	0000000	KIDDER CONSTRUCTION, INC.	3,990.00			07/26/22
EXTERIOR DOOR REPLACEMENT										
PROJECT#:		062508								
2343		12/22 AP		05/25/22	0000000	KIDDER CONSTRUCTION, INC.	7,846.00			07/26/22
EXTERIOR DOOR REPLACEMENT										
PROJECT#:		062503								
ACCOUNT TOTAL							17,521.00	.00	17,521.00	

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FUND 101 GENERAL FUND								
101-6625-432	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES						
2325		12/22	AP	06/13/22	0000000 STOREY KENWORTHY	220.00		07/26/22
					#10 WINDOW ENVELOPES ENGINEERING DIVISION			
2325		12/22	AP	06/13/22	0000000 STOREY KENWORTHY	125.00		07/26/22
					#10 REGULAR ENVELOPES ENGINEERING DIVISION			
ACCOUNT TOTAL						345.00	.00	345.00
101-6625-432	81-44	PROFESSIONAL SERVICES / USGS RIVER GAUGE						
2325		12/22	AP	06/22/22	0000000 MIDAMERICAN ENERGY	10.22		07/26/22
					FINCHFORD RIVER GAUGE 05/23-06/22/22			
98		02/23	AP	07/15/22	0000000 U.S. GEOLOGICAL SURVEY	10,360.00		07/26/22
					CEDAR RIVER-ANNUAL STREAMGAGING & DISCHARGE			
ACCOUNT TOTAL						10,370.22	.00	10,370.22
101-6625-432	83-04	TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS						
83		02/23	AP	07/05/22	0000000 AMERICAN PUBLIC WORKS ASSOC.	740.00		07/26/22
					APWA RENEW-CLAYPOOL,TOLAN ARMSTRONG,WICKE			
83		02/23	AP	07/05/22	0000000 AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22
					APWA RENEW-ANDREASEN			
ACCOUNT TOTAL						925.00	.00	925.00
101-6625-432	86-25	REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.						
2325		12/22	AP	07/07/22	0000000 AECOM TECHNICAL SERVICES, INC	12,110.08		07/26/22
					PROJECT#: 3282-2021 SURVEY SERVICES 06/04-07/01/22			
ACCOUNT TOTAL						12,110.08	.00	12,110.08
101-6633-423	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES						
59		02/23	AP	07/06/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		07/26/22
					OFFICE COPY PAPER			
ACCOUNT TOTAL						5.70	.00	5.70
101-6633-423	72-01	OPERATING SUPPLIES / OPERATING SUPPLIES						
2326		12/22	AP	07/05/22	0000000 THOMPSON SHOES	160.00		07/26/22
					SAFETY SHOES-H RUNKLE P.O. 56734			
2320		12/22	AP	06/30/22	0000000 CULLIGAN WATER CONDITIONING	15.89		07/26/22
					PARKS UNION ROAD WATER			
2320		12/22	AP	06/28/22	0000000 MENARDS-CEDAR FALLS	29.43		07/26/22
					IRRIGATION REPAIR PARTS			
83		02/23	AP	07/12/22	0000000 DIAMOND VOGEL PAINT - #52	262.71		07/26/22

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FUND 101 GENERAL FUND								
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			continued
					GRAFFITI REPAIR			
59		02/23 AP		07/01/22	0000000 BLACK HAWK RENTAL	12.00		07/26/22
					PROPANE			
83		02/23 AP		07/01/22	0000000 O'DONNELL ACE HARDWARE	15.77		07/26/22
					LAMPHOLDER, SOCKET EXTENDER			
					ACCOUNT TOTAL	495.80	.00	495.80
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
83		02/23 AP		07/05/22	0000000 AMERICAN PUBLIC WORKS ASSOC.	370.00		07/26/22
					APWA RENEW-MORRIS, CROSS			
					ACCOUNT TOTAL	370.00	.00	370.00
					FUND TOTAL	151,397.99	100.00	151,297.99
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
59		02/23 AP		07/06/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		07/26/22
					OFFICE COPY PAPER			
					ACCOUNT TOTAL	5.70	.00	5.70
206-6637-436.72-16					OPERATING SUPPLIES / TOOLS			
83		02/23 AP		07/11/22	0000000 O'DONNELL ACE HARDWARE	41.37		07/26/22
					WATER NOZZLES			
					ACCOUNT TOTAL	41.37	.00	41.37
206-6637-436.73-05					OTHER SUPPLIES / OPERATING EQUIPMENT			
83		02/23 AP		07/13/22	0000000 STOKES WELDING	289.99		07/26/22
					LEAF BLOWER			
					ACCOUNT TOTAL	289.99	.00	289.99
206-6637-436.73-32					OTHER SUPPLIES / STREETS			
2343		12/22 AP		06/30/22	0000000 BMC AGGREGATES L.C.	820.75		07/26/22
					3/8 CHIP FOR SPRAY			
2343		12/22 AP		06/30/22	0000000 BMC AGGREGATES L.C.	780.80		07/26/22
					ROADSTONE FOR ALLEYS AND			
					SHOULDERS			
83		02/23 AP		07/13/22	0000000 BUILDERS SELECT LLC	63.97		07/26/22
					FORM FOR CONCRETE REPAIRS			
					FOR CFU REPAIRS			

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
PROJECT#: 062436									
83		02/23 AP		07/12/22	0000000	BENTON BUILDING CENTER	15.33		07/26/22
LUMBER FOR FORMS									
83		02/23 AP		07/12/22	0000000	BUILDERS SELECT LLC	19.99		07/26/22
LUMBER FOR CONCRETE FORMS									
83		02/23 AP		07/09/22	0000000	ASPRO, INC.	392.64		07/26/22
HOTMIX ASPHALT									
83		02/23 AP		07/05/22	0000000	BENTON'S READY MIX CONCRETE, AND CAMPUS	337.50		07/26/22
CONCRETE FOR CURB AT 22ND									
83		02/23 AP		02/02/22	0000000	BUILDERS SELECT LLC		35.55	07/26/22
CAULK,TAPE									
ACCOUNT TOTAL							2,430.98	35.55	2,395.43
206-6637-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
83		02/23 AP		07/05/22	0000000	AMERICAN PUBLIC WORKS ASSOC. APWA RENEW-YEAROUS,SCHRAG	555.00		07/26/22
NEW SUPERVISOR									
ACCOUNT TOTAL							555.00	.00	555.00
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
2325		12/22 AP		07/07/22	0000000	AECOM TECHNICAL SERVICES, INC	6,697.40		07/26/22
3268-2022 ALLEY RECON. 06/04-07/01/22									
PROJECT#: 023268									
84		02/23 AP		07/15/22	0000000	OWEN CONTRACTING INC.	68,569.33		07/26/22
3268-2022 ALLEY RECON.									
PROJECT#: 023268									
ACCOUNT TOTAL							75,266.73	.00	75,266.73
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
2325		12/22 AP		07/11/22	0000000	AECOM TECHNICAL SERVICES, INC	1,510.11		07/26/22
3240-W 27TH ST RECON THROUGH 07/01/22									
PROJECT#: 023240									
84		02/23 AP		07/15/22	0000000	PETERSON CONTRACTORS	87,878.80		07/26/22
3240-W 27TH ST RECON									
PROJECT#: 023240									
ACCOUNT TOTAL							89,388.91	.00	89,388.91
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
59		02/23 AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		07/26/22
OFFICE COPY PAPER									
ACCOUNT TOTAL							1.14	.00	1.14

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-2320	436.72-01	OPERATING SUPPLIES /		OPERATING SUPPLIES		OPERATING SUPPLIES			
		12/22 AP	06/22/22	0000000		MENARDS-CEDAR FALLS	23.87		07/26/22
						LOCKS FOR CABINETS			
		ACCOUNT TOTAL					23.87	.00	23.87
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2343		12/22 AP	06/27/22	0000000		DIAMOND VOGEL PAINT - #64/#55	1,560.00		07/26/22
						PAINT			
2320		12/22 AP	06/09/22	0000000		DIAMOND VOGEL PAINT - #64/#55	31.50		07/26/22
						PAINT TIPS			
2320		12/22 AP	06/06/22	0000000		DIAMOND VOGEL PAINT - #64/#55	69.90		07/26/22
						PAINT SUPPLIES			
2320		12/22 AP	05/27/22	0000000		DIAMOND VOGEL PAINT - #64/#55	217.00		07/26/22
						PAINT			
59		02/23 AP	07/08/22	0000000		DIAMOND VOGEL PAINT - #64/#55	292.50		07/26/22
						PAINT			
		ACCOUNT TOTAL					2,170.90	.00	2,170.90
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS									
2343		12/22 AP	06/30/22	0000000		IOWA PRISON INDUSTRIES	269.50		07/26/22
						SIGNS			
83		02/23 AP	07/11/22	0000000		SIGNWAREHOUSE, INC.	799.00		07/26/22
						SIGN DESIGN SOFTWARE			
		ACCOUNT TOTAL					1,068.50	.00	1,068.50
206-6647-436.73-41 OTHER SUPPLIES / CIVIL DEFENSE SIRENS									
2343		12/22 AP	06/22/22	0000000		POLK'S LOCK SERVICE, INC.	398.00		07/26/22
						LOCKS FOR SIRENS			
		ACCOUNT TOTAL					398.00	.00	398.00
206-6647-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
83		02/23 AP	07/05/22	0000000		AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22
						APWA RENEW-LUKEHART			
		ACCOUNT TOTAL					185.00	.00	185.00
		FUND TOTAL					171,826.09	35.55	171,790.54

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FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING								
2326		12/22 AP		06/03/22	0000000 COURIER LEGAL COMMUNICATIONS	23.10		07/26/22
					NTC PUBLIC COMMENT-CDBG23 ANNUAL ACTION PLAN FY23			
ACCOUNT TOTAL						23.10	.00	23.10
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	416.93		07/26/22
					ENTITLEMENT AGENCY AWARD JUNE EXPENSES			
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	546.92		07/26/22
					ENT. PLAN & REPORTS JUNE EXPENSES			
ACCOUNT TOTAL						963.85	.00	963.85
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT								
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	60.57		07/26/22
					FFY21 ENT. SIDEWALKS JUNE EXPENSES			
					PROJECT#: 023296			
ACCOUNT TOTAL						60.57	.00	60.57
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT								
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	281.61		07/26/22
					ENTITLEMENT SEWER LINING JUNE EXPENSES			
					PROJECT#: 023297			
ACCOUNT TOTAL						281.61	.00	281.61
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2								
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	420.47		07/26/22
					CARES CV-2 AGENCY AWARD JUNE EXPENSES			
					PROJECT#: 022353			
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	216.00		07/26/22
					CARES CV-2 SCHOOL EQUIP JUNE EXPENSES			
					PROJECT#: 022353			
ACCOUNT TOTAL						636.47	.00	636.47
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	156.46		07/26/22
					ENT. SINGLE FAMILY REHAB. JUNE EXPENSES			
2340		12/22 AP		06/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	1,446.40		07/26/22

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FUND 223 COMMUNITY BLOCK GRANT								
223-2234	432.81-01				PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			continued
					ENTITLEMENT RENTAL REHAB			JUNE EXPENSES
ACCOUNT TOTAL						1,602.86	.00	1,602.86
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM								
2340	12/22 AP	06/30/22	0000000		IOWA NORTHLAND REGIONAL CO. O	277.31		07/26/22
					HOME REHAB			JUNE EXPENSES
ACCOUNT TOTAL						277.31	.00	277.31
FUND TOTAL						3,845.77	.00	3,845.77
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
242-1240-431.92-25					STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON			
2325	12/22 AP	07/08/22	0000000		AECOM TECHNICAL SERVICES, INC	4,070.41		07/26/22
					3271-N CEDAR HEIGHTS PH1			06/11-07/01/22
	PROJECT#:				023271			
2325	12/22 AP	07/07/22	0000000		AECOM TECHNICAL SERVICES, INC	3,309.73		07/26/22
					3271-N CEDAR HEIGHTS PH1			06/04-07/01/22
	PROJECT#:				023271			
ACCOUNT TOTAL						7,380.14	.00	7,380.14
242-1240-431.92-44					STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION			
84	02/23 AP	07/15/22	0000000		PETERSON CONTRACTORS	186,766.67		07/26/22
					3230-2022 STREET CONST.			
	PROJECT#:				023230			
ACCOUNT TOTAL						186,766.67	.00	186,766.67
242-1240-431.92-51					STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM			
2325	12/22 AP	07/01/22	0000000		QUESTCDN	120.00		07/26/22
					3273-2022 SEAL COAT			8 BIDS
	PROJECT#:				023273			
ACCOUNT TOTAL						120.00	.00	120.00
242-1240-431.98-45					CAPITAL PROJECTS / MAIN STREET RECONSTRUCT			
2325	12/22 AP	07/08/22	0000000		FOTH INFRASTRUCTURE & ENVIRON	345,560.53		07/26/22
					3283-MAIN ST RECONSTRUCT			SERVICES THROUGH 06/30/22
	PROJECT#:				023283			
ACCOUNT TOTAL						345,560.53	.00	345,560.53

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FUND 242 STREET REPAIR FUND										
FUND TOTAL							539,827.34	.00	539,827.34	
FUND 254 CABLE TV FUND										
FUND 258 PARKING FUND										
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
2326		12/22 AP		06/30/22	0000000	IPS GROUP, INC	4,261.90			07/26/22
PRKNG CITATION FEES-JUN22										
2326		12/22 AP		04/30/22	0000000	IPS GROUP, INC	3,018.85			07/26/22
PRKNG CITATION FEES-APR22										
ACCOUNT TOTAL							7,280.75	.00	7,280.75	
FUND TOTAL							7,280.75	.00	7,280.75	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2348		12/22 AP		06/02/22	0000000	U.S. COFFEE & TEA	98.15			07/26/22
GUEST COFFEE										
ACCOUNT TOTAL							98.15	.00	98.15	
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
95		02/23 AP		06/04/22	0000000	IOWA TRAVEL INDUSTRY PARTNERS	2,500.00			07/26/22
ANNUAL MEMBERSHIP										
JULY 1 2022-JUNE 30 2023										
ACCOUNT TOTAL							2,500.00	.00	2,500.00	
261-2291-423.85-20 UTILITIES / INTERNET SERVICE										
95		02/23 AP		07/05/22	0000000	SPINUTECH WEB DESIGN, INC.	570.00			07/26/22
JUL-AUG-SEP QRTLY HOST										
CMS LICENSE & SUPPORT										
ACCOUNT TOTAL							570.00	.00	570.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
95		02/23 AP		07/08/22	0000000	ARAMARK	7.80			07/26/22
MAT SERVICE										
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
2348		12/22 AP		06/16/22	0000000	IOWA TRAVEL INDUSTRY PARTNERS	70.00			07/26/22
GOLF HOLE SPONSOR										
ACCOUNT TOTAL							70.00	.00	70.00	

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FUND 261 TOURISM & VISITORS									
261-2291-423.85-52					UTILITIES / TOURISM MARKETING GRANTS				
2348		12/22 AP		07/19/22	0000000 ISI TEAM CAMPS	1,500.00		07/26/22	
		JUNE 2022 WRESTLING CAMP							
95		02/23 AP		07/19/22	0000000 ISI TEAM CAMPS	1,500.00		07/26/22	
		JULY 2022 WRESTLING CAMP							
		ACCOUNT TOTAL					3,000.00	.00	3,000.00
		FUND TOTAL					6,245.95	.00	6,245.95
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
60		02/23 AP		07/01/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	30.72		07/26/22	
		REGULAR COFFEE (X2)							
		ACCOUNT TOTAL					30.72	.00	30.72
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
60		02/23 AP		07/08/22	0000000 ARAMARK	7.80		07/26/22	
		COMM. CENTER MAT SERVICE							
		ACCOUNT TOTAL					7.80	.00	7.80
		FUND TOTAL					38.52	.00	38.52
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				
104		02/23 AP		07/11/22	0000000 CLOUD STUDY LLC	10,000.00		07/26/22	
		20% PAYMENT FOR RIVERPLCE PLAZA PUBLIC ART							
		ACCOUNT TOTAL					10,000.00	.00	10,000.00
		FUND TOTAL					10,000.00	.00	10,000.00

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FUND 311 DEBT SERVICE FUND								
FUND 402 WASHINGTON PARK FUND								
FUND 404 FEMA								
FUND 405 FLOOD RESERVE FUND								
405-1220-431.98-77					CAPITAL PROJECTS / CENTER STREET			
2325		12/22 AP		07/01/22	0000000 QUESTCDN	405.00		07/26/22
					3206-CENTER STREETScape 27 BIDS			
		PROJECT#:			023206			
		84		02/23 AP	07/14/22 0000000 OWEN CONTRACTING INC.	131,874.73		07/26/22
					3206-CENTER STREETScape			
		PROJECT#:			023206			
					ACCOUNT TOTAL	132,279.73	.00	132,279.73
					FUND TOTAL	132,279.73	.00	132,279.73
FUND 407 VISION IOWA PROJECT								
FUND 408 STREET IMPROVEMENT FUND								
FUND 410 CORONAVIRUS LOCAL RELIEF								
FUND 430 2004 TIF BOND								
430-1220-431.97-64					TIF BOND PROJECTS / VIKING ROAD EXTENSION			
84		02/23 AP		07/15/22	0000000 PETERSON CONTRACTORS	196,265.55		07/26/22
					3189-W VIKING IND.PARK V			
		PROJECT#:			023189			
					ACCOUNT TOTAL	196,265.55	.00	196,265.55
430-1220-431.97-70					TIF BOND PROJECTS / VIKING ROAD			
2325		12/22 AP		07/12/22	0000000 SNYDER & ASSOCIATES, INC.	3,748.00		07/26/22
					3212-WEST VIKING RD RECON SERVICES 06/01-06/30/22			
		PROJECT#:			023212			
					ACCOUNT TOTAL	3,748.00	.00	3,748.00
430-1220-431.97-82					TIF BOND PROJECTS / STREETScape MAINTENANCE			
2325		12/22 AP		07/12/22	0000000 SNYDER & ASSOCIATES, INC.	3,577.65		07/26/22
					3242-DWNTWN STREETScape II SERVICES THROUGH 06/30/22			
		PROJECT#:			023242			
		84		02/23 AP	07/15/22 0000000 OWEN CONTRACTING INC.	59,262.62		07/26/22
					3242-DWNTWN STREETScape II			
		PROJECT#:			023242			
					ACCOUNT TOTAL	62,840.27	.00	62,840.27
430-1220-431.97-90					TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE			
2325		12/22 AP		07/12/22	0000000 SNYDER & ASSOCIATES, INC.	668.00		07/26/22

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FUND 430 2004 TIF BOND									
430-1220-431.97-90						TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE			continued
						3294-PINNACLE ROUNDABOUT SERVICES THROUGH 06/30/22			
						PROJECT#: 023294			
						ACCOUNT TOTAL	668.00	.00	668.00
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT									
2325						12/22 AP 07/12/22 0000000 SNYDER & ASSOCIATES, INC.	817.00		07/26/22
						3294-HUDSON & RIDGEWAY SERVICES THROUGH 06/30/22			
						PROJECT#: 023294			
						ACCOUNT TOTAL	817.00	.00	817.00
						FUND TOTAL	264,338.82	.00	264,338.82
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
436-1220-431.98-60						CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS			
2340						12/22 AP 07/11/22 0000000 RIVERWISE ENGINEERING, LLC	5,790.50		07/26/22
						3088-CEDAR RIVER REC.IMP.			
						PROJECT#: 023088			
						ACCOUNT TOTAL	5,790.50	.00	5,790.50
						FUND TOTAL	5,790.50	.00	5,790.50
FUND 437 2018 BOND									
437-1220-431.95-48						BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE			
91						02/23 AP 07/11/22 0000000 SANDRY FIRE SUPPLY, L.L.C.	2,709.95		07/26/22
						TURNOUT GEAR-BOOTS/GLOVES			
						ACCOUNT TOTAL	2,709.95	.00	2,709.95
						FUND TOTAL	2,709.95	.00	2,709.95

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FUND 438 2020 BOND FUND										
438-1220-2325	431.95-27	12/22 AP		07/12/22	0000000	BOND FUND PROJECTS / UNION ROAD TRAIL SNYDER & ASSOCIATES, INC.	2,025.51		07/26/22	
						3217-UNION ROAD TRAIL SERVICES THROUGH 06/30/22				
		PROJECT#:			023217					
		84		02/23 AP	07/13/22	0000000 LODGE CONSTRUCTION, INC	18,410.60		07/26/22	
		PROJECT#:			3217-UNION ROAD TRAIL					
					023217					
					ACCOUNT TOTAL		20,436.11	.00	20,436.11	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
438-1220-98	02/23 AP	07/15/22	0000000			PETERSON CONTRACTORS	63,996.75		07/26/22	
						3228-GREENHILL/S MAIN INT				
		PROJECT#:			023228					
					ACCOUNT TOTAL		63,996.75	.00	63,996.75	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
438-1220-2325	12/22 AP	07/12/22	0000000			SNYDER & ASSOCIATES, INC.	21,934.34		07/26/22	
						3171-CEDAR HEIGHTS RECON SERVICES THROUGH 06/30/22				
		PROJECT#:			023171					
438-1220-2325	12/22 AP	07/12/22	0000000			SNYDER & ASSOCIATES, INC.	15,416.48		07/26/22	
						3171-CEDAR HEIGHTS RECON SERVICES THROUGH 06/30/22				
		PROJECT#:			023171					
		84		02/23 AP	07/13/22	0000000 PETERSON CONTRACTORS	209,170.75		07/26/22	
		PROJECT#:			3171-CEDAR HEIGHTS RECON.					
					023171					
					ACCOUNT TOTAL		246,521.57	.00	246,521.57	
					FUND TOTAL		330,954.43	.00	330,954.43	
FUND 439 2022 BOND FUND										
439-1220-83	02/23 AP	07/08/22	0000000			PEDESTRIAN BRIDGE C & C WELDING & SANDBLASTING	11,021.28		07/26/22	
						REPAIR-CENTRAL PARK PED BRIDGE				
		ACCOUNT TOTAL					11,021.28	.00	11,021.28	
					FUND TOTAL		11,021.28	.00	11,021.28	

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FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16						CAPITAL PROJECTS / CITY HALL REMODEL			
2340		12/22 AP		06/30/22	0000000	PETERS CONSTRUCTION CORP.	309,057.80		07/26/22
						3231-CITY HALL REMODEL			
		PROJECT#:			023231				
2340		12/22 AP		06/30/22	0000000	EMERGENT ARCHITECTURE	4,800.00		07/26/22
						3231-CITY HALL REMODEL			
		PROJECT#:			023231	SERVICES THROUGH 06/30/22			
						ACCOUNT TOTAL	313,857.80	.00	313,857.80
443-1220-431.94-80 CAPITAL PROJECTS / BIG WOODS CAMPGROUND									
2343		12/22 AP		05/23/22	0000000	YOUNG PLUMBING & HEATING	4,637.07		07/26/22
						BIGWOODS BATH			
						ACCOUNT TOTAL	4,637.07	.00	4,637.07
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
84		02/23 AP		07/01/22	0000000	ADVANCED ENVIRONMENTAL TESTIN	1,295.00		07/26/22
						3244-ASHWORTH DR EXT.			
		PROJECT#:			023244	ASBESTOS INSP-4919 HUDSON			
						ACCOUNT TOTAL	1,295.00	.00	1,295.00
						FUND TOTAL	319,789.87	.00	319,789.87
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
59		02/23 AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		07/26/22
						OFFICE COPY PAPER			
						ACCOUNT TOTAL	1.14	.00	1.14
551-6675-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									

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FUND 551 REFUSE FUND									
551-6675-436.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			continued
59		02/23	AP	07/11/22	0000000	SECRETARY, STATE OF IOWA	30.00		07/26/22
						NOTARY RENEWAL-J DONAHUE			
						ACCOUNT TOTAL	30.00	.00	30.00
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
2346		12/22	AP	07/01/22	0000000	WATERLOO, CITY OF	916.65		07/26/22
						DEER DISPOSAL;6/1-6/30/22			
						ACCOUNT TOTAL	916.65	.00	916.65
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
59		02/23	AP	07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.40		07/26/22
						OFFICE COPY PAPER			
						ACCOUNT TOTAL	11.40	.00	11.40
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
2320		12/22	AP	06/27/22	0000000	MENARDS-CEDAR FALLS	84.00		07/26/22
						LADDER FOR TRANSFER ST			
						ACCOUNT TOTAL	84.00	.00	84.00
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
83		02/23	AP	07/05/22	0000000	POLK'S LOCK SERVICE, INC.	230.00		07/26/22
						LOCK REPAIR AT RECYCLING CENTER			
						ACCOUNT TOTAL	230.00	.00	230.00
551-6685-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
83		02/23	AP	07/05/22	0000000	AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22
						APWA RENEW-SMITH			
						ACCOUNT TOTAL	185.00	.00	185.00
551-6685-436.86-35 REPAIR & MAINTENANCE / SCALES									
59		02/23	AP	07/01/22	0000000	CAROLINA SOFTWARE, INC.	2,000.00		07/26/22
						SCALE SOFTWARE-TRANS STAT			7/1/22-6/30/23
						ACCOUNT TOTAL	2,000.00	.00	2,000.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									

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FUND 551 REFUSE FUND										
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
2320		12/22	AP	07/01/22	0000000	WEIKERT IRON AND METAL	2,429.00			07/26/22
						APPLIANCE RECYCLING				
2320		12/22	AP	06/20/22	0000000	SAM ANNIS & CO. RECYCLING	92.48			07/26/22
						PROPANE TANK REFILL FOR				
						ACCOUNT TOTAL	2,521.48	.00		2,521.48
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
83		02/23	AP	07/11/22	0000000	GREGORY CONTAINER APPLIANCES AND SHINGLES	23,525.00			07/26/22
						OPEN TOP ROLL OFF FOR				
						ACCOUNT TOTAL	23,525.00	.00		23,525.00
						FUND TOTAL	29,504.67	.00		29,504.67
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
59		02/23	AP	07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			07/26/22
						OFFICE COPY PAPER				
						ACCOUNT TOTAL	1.52	.00		1.52
552-6655-436.72-53						OPERATING SUPPLIES / TV EQUIPMENT				
93		02/23	AP	07/08/22	0000000	MID-IOWA SOLID WASTE EQUIPMEN	14,045.60			07/26/22
						NOZZLES WITH CAMERA				
						ACCOUNT TOTAL	14,045.60	.00		14,045.60
552-6655-436.73-13						OTHER SUPPLIES / SANITARY SEWERS				
83		02/23	AP	07/07/22	0000000	BENTON'S READY MIX CONCRETE,	175.00			07/26/22
						CONCRETE-MANHOLE MAUCKER				
83		02/23	AP	07/06/22	0000000	BENTON'S READY MIX CONCRETE,	337.50			07/26/22
						CONCRETE FOR MAUCKER RD				
						BOX OUT APPROACH				
						ACCOUNT TOTAL	512.50	.00		512.50
552-6655-436.92-18						STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT				
2325		12/22	AP	07/12/22	0000000	WHKS	4,292.71			07/26/22
						3291-PARK DR LIFT STATION				
						PROJECT#: 023291				
2325		12/22	AP	07/01/22	0000000	WHKS	13,864.67			07/26/22
						3291-PARK DR LIFT STATION				
						PROJECT#: 023291				

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FUND 552 SEWER RENTAL FUND								
552-6655-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT						continued		
ACCOUNT TOTAL						18,157.38	.00	18,157.38
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
59		02/23 AP		07/06/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.80		07/26/22
					OFFICE COPY PAPER			
ACCOUNT TOTAL						3.80	.00	3.80
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL								
93		02/23 AP		07/08/22	0000000 NORTHLAND PRODUCTS CO.	371.95		07/26/22
					SERVICE CALL PARTS WASHER			
93		02/23 AP		07/07/22	0000000 NORTHLAND PRODUCTS CO.	38.50		07/26/22
					USED OIL COLLECTION			
ACCOUNT TOTAL						410.45	.00	410.45
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB								
2347		12/22 AP		06/03/22	0000000 MIDLAND SCIENTIFIC, INC.	5.00		07/26/22
					LAB SUPPLIES			
93		02/23 AP		07/01/22	0000000 NORTH CENTRAL LABORATORIES	146.14		07/26/22
					LAB SUPPLIES			
ACCOUNT TOTAL						151.14	.00	151.14
552-6665-436.72-67 OPERATING SUPPLIES / ODOR CONTROL								
93		02/23 AP		07/19/22	0000000 CONTINENTAL RESEARCH CORP.	7,719.00		07/26/22
					ODOR CONTROL			
ACCOUNT TOTAL						7,719.00	.00	7,719.00
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE								
2343		12/22 AP		04/30/22	0000000 UNITED PARCEL SERVICE	128.51		07/26/22
					RETURN TO RADWELL			
ACCOUNT TOTAL						128.51	.00	128.51
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
2347		12/22 AP		07/12/22	0000000 BDP INDUSTRIES	4,195.91		07/26/22
					TERMINAL-HMI BIOSOLIDS			
2347		12/22 AP		06/22/22	0000000 POLK'S LOCK SERVICE, INC.	263.00		07/26/22
					DOOR LOCK			
2347		12/22 AP		06/17/22	0000000 STETSON BUILDING PRODUCTS LLC	22.05		07/26/22

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
						SEALANT-DOORWAY			
93		02/23 AP		07/13/22	0000000	ARNOLD MOTOR SUPPLY	35.98		07/26/22
						V-BELTS			
93		02/23 AP		07/13/22	0000000	O'DONNELL ACE HARDWARE	46.83		07/26/22
						CLEANERS			
93		02/23 AP		07/12/22	0000000	ARNOLD MOTOR SUPPLY	19.99		07/26/22
						BELTS			
93		02/23 AP		07/12/22	0000000	ARNOLD MOTOR SUPPLY	17.99		07/26/22
						V- BELTS			
93		02/23 AP		07/08/22	0000000	ARNOLD MOTOR SUPPLY	21.99		07/26/22
						GASKETS			
93		02/23 AP		07/07/22	0000000	O'DONNELL ACE HARDWARE	37.98		07/26/22
						VAC FILTER			
93		02/23 AP		07/07/22	0000000	WASTECORP.PUMPS LLC.	2,115.20		07/26/22
						PUMP TRUNNIONS			
93		02/23 AP		07/01/22	0000000	O'DONNELL ACE HARDWARE	74.27		07/26/22
						BOLTS,BUG KILLER,HINGE			
						ACCOUNT TOTAL	6,851.19	.00	6,851.19
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
93		02/23 AP		07/18/22	0000000	O'DONNELL ACE HARDWARE	20.04		07/26/22
						TEE, ELBOW, PIPE, COUPLING			
93		02/23 AP		07/12/22	0000000	BDI-BEARING SERVICE COMPANY	17.89		07/26/22
						BELTS LS			
93		02/23 AP		07/12/22	0000000	TRACTOR SUPPLY CO.	17.99		07/26/22
						SCATTERBAIT			
93		02/23 AP		07/06/22	0000000	MENARDS-CEDAR FALLS	201.69		07/26/22
						DEHUMIDIFIER,BUG SPRAY, SCREWDRIVER SET			
93		02/23 AP		07/05/22	0000000	GRAINGER PARTS	308.02		07/26/22
						SUMP PUMP LS			
						ACCOUNT TOTAL	565.63	.00	565.63
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
93		02/23 AP		07/08/22	0000000	ARAMARK	29.68		07/26/22
						RUGS			
						ACCOUNT TOTAL	29.68	.00	29.68
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
93		02/23 AP		07/02/22	0000000	LONG CROP CONSULTING	1,920.00		07/26/22
						BIOSOLIDS TESTING			
						ACCOUNT TOTAL	1,920.00	.00	1,920.00

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FUND 552 SEWER RENTAL FUND								
FUND TOTAL						50,496.40	.00	50,496.40
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS								
83		02/23 AP		07/08/22	0000000 BENTON'S READY MIX CONCRETE, ON LOREN DR	450.00		07/26/22
83		02/23 AP		07/01/22	0000000 BENTON'S READY MIX CONCRETE, BOX 22ND AND CAMPUS	218.75		07/26/22
ACCOUNT TOTAL						668.75	.00	668.75
555-6630-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
98		02/23 AP		07/01/22	0000000 EAST CENTRAL IOWA COUNCIL OF WATERSHED MGMT AUTH	3,701.00		07/26/22
ACCOUNT TOTAL						3,701.00	.00	3,701.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
2325		12/22 AP		07/08/22	0000000 AECOM TECHNICAL SERVICES, INC 06/04-07/01/22	1,206.07		07/26/22
PROJECT#: 023215								
2325		12/22 AP		07/01/22	0000000 QUESTCDN 12 BIDS	180.00		07/26/22
PROJECT#: 023147								
2325		12/22 AP		04/30/22	0000000 PROSOURCE TECHNOLOGIES, LLC SERVICES THROUGH 04/30/22	1,520.00		07/26/22
PROJECT#: 023215								
84		02/23 AP		07/11/22	0000000 BLACK HAWK CO.ABSTRACT UPDATE-2017-2019 OLIVE	75.00		07/26/22
PROJECT#: 023215								
84		02/23 AP		07/11/22	0000000 BLACK HAWK CO.ABSTRACT UPDATE-LOT 2	75.00		07/26/22
PROJECT#: 023215								
84		02/23 AP		07/11/22	0000000 BLACK HAWK CO.ABSTRACT TITLE REPORT-2010 OLIVE	250.00		07/26/22
PROJECT#: 023215								
ACCOUNT TOTAL						3,306.07	.00	3,306.07
FUND TOTAL						7,675.82	.00	7,675.82

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FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.81-40					PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.			
2326		12/22 AP		06/29/22	0000000 PROFESSIONAL OFFICE SERVICES	10,667.89		07/26/22
					PRINT SUMMER'22 CURRENTS			
ACCOUNT TOTAL						10,667.89	.00	10,667.89
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES								
89		02/23 AP		07/01/22	0000000 IP PATHWAYS, LLC	3,870.00		07/26/22
					MONITORING AS A SERVICE ANNUAL BILLING 2022-2023			
ACCOUNT TOTAL						3,870.00	.00	3,870.00
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
89		02/23 AP		07/11/22	0000000 PASTPERFECT SOFTWARE, INC.	540.00		07/26/22
					ANNUAL SUPPORT RENEWAL 8/28/22-8/28/23			
ACCOUNT TOTAL						540.00	.00	540.00
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
2326		12/22 AP		06/30/22	0000000 IP PATHWAYS, LLC	4,647.92		07/26/22
					DR AS A SERVICE MONTHLY BILLING JUNE 2022			
89		02/23 AP		07/20/22	0000000 BERRY DUNN MCNEIL & PARKER, L	3,520.00		07/26/22
					NEW FINANCE SYSTEM RFP			
ACCOUNT TOTAL						8,167.92	.00	8,167.92
FUND TOTAL						23,245.81	.00	23,245.81
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
89		02/23 AP		07/06/22	0000000 HOLMES MURPHY & ASSOCIATES LL	2,333.33		07/26/22
					BENEFITS CONSULTING SERV AUG 2022			
89		02/23 AP		06/03/22	0000000 HOLMES MURPHY & ASSOCIATES LL	2,333.33		07/26/22
					BENEFITS CONSULTING SERV JULY 2022			
ACCOUNT TOTAL						4,666.66	.00	4,666.66
FUND TOTAL						4,666.66	.00	4,666.66

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FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698	446.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
59	02/23	AP		07/06/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80		07/26/22
						OFFICE COPY PAPER			
						ACCOUNT TOTAL	3.80	.00	3.80
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
59	02/23	AP		07/01/22	0000000	O'DONNELL ACE HARDWARE	10.69		07/26/22
						HVAC TAPE FOR EXHAUST PIPE			
						ACCOUNT TOTAL	10.69	.00	10.69
685-6698-446.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
83	02/23	AP		07/05/22	0000000	AMERICAN PUBLIC WORKS ASSOC.	185.00		07/26/22
						APWA RENEW-RAWDON			
						ACCOUNT TOTAL	185.00	.00	185.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
59	02/23	AP		07/08/22	0000000	ARAMARK	89.25		07/26/22
						SHOP TOWELS			
						ACCOUNT TOTAL	89.25	.00	89.25
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
2320	12/22	AP		07/01/22	0000000	CEDAR VALLEY AUTO GLASS INC.	50.00		07/26/22
						#291 SEALED WINDOWS			
						ACCOUNT TOTAL	50.00	.00	50.00
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
59	02/23	AP		07/06/22	0000000	STOKES WELDING	37,000.00		07/26/22
						EVO 74" MOWER			
						ACCOUNT TOTAL	37,000.00	.00	37,000.00
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
59	02/23	AP		07/07/22	0000000	ODELL COLLISION CENTER	995.80		07/26/22
						#2401 RUST REPAIRS			
						ACCOUNT TOTAL	995.80	.00	995.80

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FUND 685 VEHICLE MAINTENANCE FUND								
					FUND TOTAL	38,334.54	.00	38,334.54
FUND 686 PAYROLL FUND								
FUND 687 WORKERS COMPENSATION FUND								
687-1902-457.51-02					INSURANCE / WORKERS COMP INSURANCE			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	104,958.00		07/26/22
		22/23			WORK COMP RENEWAL 7/1/22-7/1/23			
					ACCOUNT TOTAL	104,958.00	.00	104,958.00
					FUND TOTAL	104,958.00	.00	104,958.00
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
689-1902-457.51-05					INSURANCE / LIABILITY INSURANCE			
2326		12/22	AP	06/28/22	0000000 MILLER FENCE CO., INC.	2,752.62		07/26/22
					REPAIR DAMAGED FENCE			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	167,019.00		07/26/22
		22/23			PROPERTY RENEWAL 7/1/22-7/1/23			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	75,276.00		07/26/22
		22/23			AUTOMOBILE RENEWAL 7/1/22-7/1/23			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	34,516.75		07/26/22
		22/23			CYBER RENEWAL 7/1/22-7/1/23			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	7,173.00		07/26/22
		22/23			EQUIP BREAKDOWN 7/1/22-7/1/23			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	110,996.00		07/26/22
		22/23			LIABILITY PACKAGE 7/1/22-7/1/23			
89		02/23	AP	07/18/22	0000000 ARTHUR J. GALLAGHER RISK MGMT	60,920.00		07/26/22
		22/23			UMBRELLA RENEWAL 7/1/22-7/1/23			
89		02/23	AP	07/13/22	0000000 TRAVELERS	10,000.00		07/26/22
					LOSS FUND/ESCROW DEPOSIT 7/1/22-7/1/23			
					ACCOUNT TOTAL	468,653.37	.00	468,653.37
					FUND TOTAL	468,653.37	.00	468,653.37
FUND 724 TRUST & AGENCY								
FUND 727 GREENWOOD CEMETERY P-CARE								
FUND 728 FAIRVIEW CEMETERY P-CARE								
FUND 729 HILLSIDE CEMETERY P-CARE								

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT -----
FUND 790	FLOOD	LEVY							
GRAND TOTAL							2,684,882.26	135.55	2,684,746.71