

AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, JULY 18, 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 5, 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. Receive and file bids received for the sale of \$3,860,000 General Obligation Loan Notes, Series 2022.
- 4. Resolution directing the sale of \$3,860,000 General Obligation Loan Notes, Series 2022.
- 5. Continuation of the public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
 - a) Staff comments.
 - b) Public comments.
 - c) Resolution approving the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
- 6. 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.
 - a) Receive and file proof of publication of notice of hearing. (Notice published July 11, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving the Status of Funded Activities for the State Award of Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- 7. Public hearing on the proposed rezoning from R-1, Residence District to A-1, Agricultural District of property located at 2209 North Union Road.

- a) Receive and file proof of publication of notice of hearing. (Notice published July 8, 2022)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Pass an ordinance 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 first consideration.
- 8. 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).
 - a) Receive and file proof of publication of notice of hearing. (Notice published July 6, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass 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), upon its first consideration.

Old Business

9. Pass Ordinance #3013, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of South Lawn Road, upon its third and final consideration.

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

- 10. 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.
- 11. Receive and file the following resignation of members from Boards and Commissions:
 - a) Sarah Corkery, Parks & Recreation Commission.
- 12. 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.
- 13. 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)

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

- 14. Resolution approving and authorizing execution of an Agreement with the University of Northern lowa relative to a City Employee Climate Survey.
- 15. Resolution approving and authorizing execution of a Cooperative Agreement with the Iowa Civil Rights Commission for FY23.
- 16. Resolution 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.
- 17. Resolution approving and authorizing execution of a Service/Product Agreement with Inteconnex relative to replacement of the City's door access control systems.
- 18. Resolution approving and authorizing execution of a Service/Product Agreement with Amperage Marketing relative to FY23 Digital Advertising.
- 19. Resolution 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.
- 20. Resolution 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.
- 21. Resolution approving and authorizing the expenditure of funds for the purchase of two polymer mixing pumps for biosolids handling operations of the Water Reclamation Division.
- 22. Resolution 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.
- 23. Resolution 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.
- 24. Resolution 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.

Allow Bills and Claims

25. Allow Bills & Claims for July 18, 2022.

City Council Referrals

City Council Updates

Staff Updates

Executive Session

26. 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.

Adjournment

COMMUNITY CENTER CEDAR FALLS, IOWA, JULY 5, 2022 REGULAR MEETING, CITY COUNCIL SIMON HARDING, MAYOR PRO TEM, PRESIDING

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

- 53876 It was moved by deBuhr and seconded by Ganfield that the minutes of the Regular Meeting of June 20, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53877 Mayor Pro Tem Harding read a proclamation recognizing July 11, 2022 as 1-133d Infantry Regiment - Ironman Battalion Day
- 53878 Rosemary Beach, 5018 Sage Road, expressed appreciation of citizens attending Sturgis Falls Celebration and acknowledged Jackie Sturgis, the great-great niece of William Sturgis. She noted that more volunteers are needed for the event.
 - David Spreitzer, 915 State Street, expressed appreciation for the new sidewalks downtown, but disappointment with downtown bar patrons' cigarette butt litter. He also noted difficulty seeing the stoplight at the Rainbow Drive and 18th Street intersection when stopped at the white line.
- 53879 Mayor Pro Tem Harding announced that in accordance with the public notices of June 3 and June 24, 2022, this was the time and place for a public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium. It was then moved by Ganfield and seconded by deBuhr that the proof of publication of notices of hearing be received and placed on file. Motion carried unanimously.
- The Mayor Pro Tem then asked if there were any written communications filed to the proposed plan. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. Planner III Pezley provided a brief summary of the proposed plan. There being no one else present wishing to speak about the proposed plan, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.
- 53881 It was moved by Schultz and seconded by deBuhr that a resolution 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, Sires, Ganfield, Kruse and Schultz, and responses by Community Development Director Sheetz, Planner III Pezley, City Administrator Gaines and City Attorney Rogers, it was moved by deBuhr and seconded by Schultz to continue the hearing to the July 18, 2022 City Council Meeting. Following a question by Councilmember Ganfield and response by Pezley, the motion carried unanimously.

- 53882 Mayor Pro Tem Harding announced that in accordance with the public notice of June 24, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project. It was then moved by Ganfield and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53883 The Mayor Pro Tem then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.
- It was moved by deBuhr and seconded by Schultz that Resolution #22,844, approving and adopting the plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project, be adopted. Following questions and comments by Councilmembers Ganfield, Sires, deBuhr and Schultz, and responses by City Engineer Wicke, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: None. Motion Carried. The Mayor Pro Tem then declared Resolution #22,844 duly passed and adopted.
- 53885 It was moved by Ganfield and seconded by deBuhr 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 second consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: None. Motion carried.
- 53886 It was moved by Ganfield and seconded by Schultz that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of June 20, 2022 relative to the following item:

a) Council Meeting Rules of Order (Administrative Policy No. 7).

Receive and file Departmental Monthly Reports of May 2022.

Approve the following applications for beer permits and liquor licenses:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine renewal.
- b) Chuck E. Cheese's, 5911 University Avenue, Special Class C liquor renewal.
- c) Amvets, 1934 Irving Street, Class A liquor & outdoor service renewal.
- d) Texas Roadhouse, 5715 University Avenue, Class C liquor renewal.
- e) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor -

renewal.

- f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor renewal.
- g) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service change in ownership.

Motion carried unanimously.

53887 - It was moved by Ganfield and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #22,845, directing the advertisement for sale of \$3,860,000 General Obligation Capital Loan Notes, Series 2022, and approving electronic bidding procedures and Official Statement.

Resolution #22,846, levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 1106 West 9th Street.

Resolution #22,847, levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 315 West 11th Street.

Resolution #22,848, approving and authorizing the expenditure of funds for the purchase of an electric mower for the Public Works Department.

Resolution #22,849, receiving and filing the bids, and approving and accepting the low bid of Blacktop Service Company, in the amount of \$198,242.57, for the 2022 Seal Coat Project.

Resolution #22,850, receiving and filing the bids, and approving and accepting the bid of Benton Sand & Gravel, Inc., in the amount of \$129,978.35, being the only bid received for the 2022 University Avenue Bio Cells Project.

Resolution #22,851, approving and authorizing execution of a Financial Assistance Award with the United States Department of Commerce, Economic Development Administration (EDA) for American Rescue Plan Act funding relative to the Cedar River Recreational Improvements Project.

Resolution #22,852, approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration of a United States Department of Commerce, Economic Development Administration (EDA) grant relative to the Cedar River Recreational Improvements Project.

Resolution #22,853, approving and authorizing execution of four Purchase Offers relative to the Voluntary Property Acquisition Program, in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #22,854, setting July 18, 2022 as the date of public hearing on the proposed rezoning from R-1, Residence District to A-1, Agricultural District of property located at 2209 North Union Road.

Resolution #22,855, setting July 18, 2022 as the date of 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.

Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolutions #22,845 through #22,855 duly passed and adopted.

- 53888 It was moved by deBuhr and seconded by Ganfield that Resolution #22,856, approving and authorizing execution of a Service/Product Agreement with Port53 Technologies for security testing relative to the City's computer network, be adopted. Following a comment and questions by Councilmember Ganfield, and responses by Information Systems Manager Sorensen, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: None. Motion Carried. The Mayor Pro Tem then declared Resolution #22,856 duly passed and adopted.
- 53889 It was moved by deBuhr and seconded by Schultz that Resolution #22,857, receiving and filing the bids, and approving and accepting the bid of Kirk Gross Company, in the amount of \$378,647.51, being the only bid received for furniture relative to the City Hall Remodel Project, be adopted. Following comments and questions by Councilmembers Sires, Schultz and Kruse, and responses by Community Development Director Sheetz and Finance & Business Operations Director Rodenbeck, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Schultz, deBuhr, Kruse. Nay: Sires. Motion Carried. The Mayor Pro Tem then declared Resolution #22,857 duly passed and adopted.
- 53890 It was moved by Ganfield and seconded by deBuhr that the bills and claims of July 5, 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: Harding, Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: None. Motion carried.
- 53891 Acting Police Chief Howard provided an update on fireworks enforcement and citations issued, and responded to questions by Councilmembers Harding and Schultz.
- 53892 It was moved by Ganfield and seconded by deBuhr that the meeting be adjourned at 7:59 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



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 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: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: July 11, 2022

SUBJECT: 2022 Bond Sales

July 18th is the date set to receive bids on the 2022 General Obligation Capital Loan Notes. On the council agenda is a resolution accepting those bids. The bids are due in on July 18th at 11:00 am and the bids will be presented at the Council meeting by the City's financial advisor, Public Financial Management (PFM).

As part of that bond sale, the City is rated by Moody's Investors Service. Attached is the news release that maintains the City's rating to Aaa. Staff presented several slides and various financial information to Moody's about the City's financial, economic, and management strengths. This information aided the City in maintaining the Aaa rating.

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



Rating Action: Moody's assigns Aaa to Cedar Falls, IA Series 2022 GOs

06 Jul 2022

New York, July 06, 2022 -- Moody's Investors Service has assigned a Aaa rating to the City of Cedar Falls, IA's \$3.9 million General Obligation Capital Loan Notes, Series 2022. Moody's maintains the Aaa rating on the city's outstanding general obligation unlimited tax (GOULT) debt. Following the sale, the city will have about \$16 million in GOULT debt. The outlook is stable.

RATINGS RATIONALE

The Aaa rating reflects the city's strong financial performance with ample operating reserves. The city routinely outperforms its budget and transfers excess reserves to other governmental funds, which have also accumulated strong balances. The rating also reflects a modest debt and a moderate pension burden with low fixed costs. Although the city's tax base is somewhat modest for the rating category, it is stable and will continue to benefit from the presence of the University of Northern Iowa (A1 stable).

RATING OUTLOOK

The stable outlook reflects our expectation that the city's financial position will remain strong given its conservative management and significant financial flexibility.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Not applicable

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Significant and sustained reductions in operating fund balance or liquidity
- Substantial increase in leverage from debt or pensions

LEGAL SECURITY

The city's outstanding GOULT debt, including the Series 2022 notes, is backed by the city's pledge to levy a dedicated property tax that is unlimited as to rate or amount to pay debt service.

USE OF PROCEEDS

The Series 2022 notes will fund various items from the city's capital improvement plan, including street improvements, fire equipment, improvements to city facilities, and parks projects.

PROFILE

Cedar Falls is located in northeast Iowa (Aaa stable) in Black Hawk County, approximately 105 miles northeast of Des Moines (Aa2 stable). The city provides public safety (police and fire), public works, recreation, economic development, general government, sewer (collection and treatment), refuses and storm water services to about 41,000 residents. Cedar Falls Utilities, a component unit of the city, operates an electric, water, gas and communications utilities to serve city residents.

METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2021 and available at https://ratings.moodys.com/api/rmc-documents/70015. Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and

Definitions can be found on https://ratings.moodys.com/rating-definitions.

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ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

\$3,860,000 (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2022

- Receipt of bids.
- Resolution directing sale.

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

July 18, 2022

The Controller/City Treasurer of the City of Cedar Falls, State of Iowa, met at City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The follo	owing persons were present:
•	

This being the time and place for the opening of bids for the sale of \$3,860,000 (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2022, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 2. The Controller/City Treasurer then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to b	be as follows:	
Name & Address of Bidder:		
True Interest Rate (as-bid):	%	
Net Interest Cost (as-bid): \$		

In consultation with PFM Financial Advisors LLC, the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$	
<u> </u>	
Purchase Price as adjusted: \$	

All bids were then referred to the Council for action.

July 18, 2022

The City Council	I of the City of Cedar	Falls, State of Iowa, r	net in <u>Regular</u>
session, in the Council C	Chambers, City Hall, 5	28 Main Street, Ceda	r Falls, Iowa, at 7:00 P.M.,
on the above date. There	e were present Mayor	Robert M. Green	, in the chair, and
the following named Co	uncil Members:		
-			
Absent:			
Vacant:			

* * * * * * *

"RESOLUTION DIRECTERMS OF OFFERING	introduced the following Resolution entitled TING SALE OF \$3,860,000 (SUBJECT TO ADJUSTMENT PER E) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES option. Council Member seconded the motion halled and the vote was,
_	
,	
NAYS:	
Whereupon, the l	Mayor declared the following Resolution duly adopted:
	RESOLUTION NO
TO ADJU	TION DIRECTING SALE OF \$3,860,000 (SUBJECT JSTMENT PER TERMS OF OFFERING) GENERAL TION CAPITAL LOAN NOTES, SERIES 2022
	have been received for the Notes described as follows and the best bid adjustments, if any) is determined to be the following:
OFFERIN	00 (SUBJECT TO ADJUSTMENT PER TERMS OF NG) GENERAL OBLIGATION CAPITAL LOAN SERIES 2022
Bidder:	of
The terms of award:	
Final Par Amoun	t as adjusted: \$
Purchase Price as	adjusted: \$
True Interest Rat	e:%
Net Interest Cost	: \$
NOW, THEREFOR CEDAR FALLS, ST	ORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY ATE OF IOWA:

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

Section 4. That the notice of the sale of the notes heretofore given and all acts of the Clerk done in furtherance of the sale of the notes are hereby ratified and approved.

PASSED AND APPROVED this 18th day of July, 2022.

	Robert M. Green, Mayor	
ATTEST:		
Jacqueline Danielsen, City Clerk		
City of Cedar Falls, Iowa		

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STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

1	WITNESS my hand and the seal of the	e Council hereto affixed this	day of
	, 2022.		-
	,		
		Jacqueline Danielsen, City Clerk	
		City of Cedar Falls State of Iowa	

(SEAL)

02072494-1\10283-185



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 8, 2022

SUBJECT: Continued Public Hearing and Adoption: Community Development

Block Grant and HOME Consortium Annual Action Plan FY23 (FFY22)

Following Council's direction from July 5, 2022 hearing, staff is working on gathering information and creating a presentation for the July 18, 2022, public hearing.

Staff found a mistake in the math from the memo dated June 24, 2022. The corrected memo is attached (changes are in red).

Also attached for your review is the FFY19-23 Consolidated Plan with latest amendment, Low to Moderate Income Areas Map, and Future Land Use Map.

Please contact me with any questions. Thank you.

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



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: June 24, 2022; Updated July 11, 2022

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

HOME Consortium Annual Action Plan FY23 (FFY22)

The Community Development Department has developed FFY22 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$259,801 in federal fiscal year 2022. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan. The next step is the public hearing for the City Council to consider and adopt the Annual Action Plan.

Attached is the draft Annual Action Plan FY23 (Federal Fiscal Year 2022). A correction was made on page 20, which reflects that the City adopted the new downtown zoning code that allows accessory dwelling units for housing flexibility and affordability.

The adopted 5-Year Consolidated Plan guides the proposed uses, but there is flexibility based on changing conditions which is the purpose for an Annual Action Plan. The table below lists the 5-Year Consolidated Plan's estimate for activities and amounts. It shows the proposal for the Annual Action Plan next to it. We estimate \$64,000 in either carryover revenues from past plan years or reallocation of the plan year expenditures. This is for various reasons such as lower bid prices on a past project or service agencies not spending their allotted funds. This allows the FFY22 Annual Action Plan proposal to include a higher level of funding for the Neighborhood Accessibility Improvements. The City also received positive response from the landlords regarding the Rental Occupied Rehabilitation program.

Activity	5-Yr. Consolidated Plan Estimate	FFY22 AAP Proposal	Percentage
Maintain Existing Affordable Housing:	\$11,000	\$25,000	8%
Owner Occupied Rehabilitation			
Maintain Existing Affordable Housing:	\$0	\$75,000	23%
Renter Occupied Rehabilitation			

Preserve Existing Affordable Housing: Code Enforcement	\$10,000	\$0	0%
Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of	\$37,960	\$38,970	12%
annual allocation) Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$51,000	\$0	0%
Provide Access to Transportation Services	\$30,000	\$0	0%
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$0	\$112,871	35%
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$57,510	\$20,000	6%
Conduct Demolition and Clearance Activities	\$5,000	\$0	0%
CDBG Planning and Administration (capped at 20% of annual allocation)	\$50,615	\$51,960	16%
FFY21 Total (including carryover/reallocation)		\$465,167 \$323,801	100%

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

The FFY22 Annual Action Plan was considered at the Housing Commission's June 14th meeting. The Housing Commission recommends approval. The Annual Action Plan has been available for public review from June 3, 2022 to July 5, 2022. This meets HUD's 30-day public comment period requirement. The Community Development Department recommends holding a public hearing and adopting the Annual Action Plan (FFY22) on July 5th.

Please contact me with any questions. Thank you.

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



CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2019-2023 CONSOLIDATED PLAN

COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan): Waterloo-Cedar Falls Courier; February 6th, 2019

HOUSING COMMISSION (PUBLIC) MEETINGS ON:

February 12th, 2019 (Opened the 30-day public comment period)
March 12th, 2019 (Closed the 30-day public comment period; Recommendation made to City Council)
Publication: <u>Waterloo-Cedar Falls Courier</u>; February 6th, 2019

CITY COUNCIL (PUBLIC) MEETINGS ON:

April 25th, 2019 (Council sets public hearing for May 6th, 2019) May 6th, 2019 (Adoption) (After a properly-noticed public hearing was conducted) Publication: <u>Waterloo-Cedar Falls Courier</u>; April 29th, 2019

Administration

AD-25: Consortia Specific: 91.400

If a Consortia, list participating communities & note	Lead	HOME	CDBG	ESG
status		funds only	Entitlement	Entitlement
City of Waterloo, Iowa	Yes	No	Yes	No
City of Cedar Falls, Iowa	No	No	Yes	No

Table 1 – Consortium Communities

AD-25: Administration 91.220(a)

Standard Form (SF) SF-424 Application for Federal Assistance

Standard Form (SF) SF-424D Assurances for Construction Programs

Community Development Block Grant (CDBG): Entitlement Program Only

Alternate Data Sources:

- 1. American Community Survey (2012-2016)
- 2. Comprehensive Housing Affordability Strategy (2011-2015)

Required Certifications:

- 1. General Certifications (Attached)
 - a. Affirmatively Furthering Fair Housing
 - b. Anti-Displacement and Relocation Plan
 - c. Anti-Lobbying
 - d. Acquisition and Relocation
 - e. Section 3
- 2. Community Development Block Grant Program (CDBG) Certifications (Attached)
 - a. Citizen Participation
 - b. Community Development Plan
 - c. Following a Current Consolidated Plan (FFY 2014-2018)
 - d. Use of Funds
 - e. Excessive Force
 - f. Compliance with Anti-Discrimination Laws
 - g. Compliance with Lead-Based Paint Procedures
 - h. Compliance with Laws

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official	Date
Mayor of Cedar Falls, Iowa	
Title	

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- 1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
- 2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) ______ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
- 3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

- 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws It will comply with applicable laws		
Signature of Authorized Official	Date	
Mayor of Cedar Falls, Iowa		
Title		

Item 5.

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

Executive Summary

ES-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The purpose of the Consolidated Plan is to guide federal funding decisions, relative to the City of Cedar Falls Community Development Block Grant (CDBG) Entitlement program and the Waterloo-Cedar Falls HOME Consortium program (managed by the City of Waterloo) for the next five years. The Plan is guided by four overarching objectives and specific actions defined below:

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.
 - Action 1.1. Provide homeownership assistance through development of down-payment assistance, first-time homebuyer programs, and possible conversion of Housing Choice Vouchers programs.
 - Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.
 - Action 1.3. Increase the number of affordable housing units in the community.
 - Action 1.4. Address the housing needs of homeless, near-homeless and special needs populations by continuing to fund agencies that provide eligible services to these populations.
 - Action 1.5. Work to ensure fair housing is provided to all residents of the community by removing barriers and impediments.
 - Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
 - Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community
 - Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.
 - Action 2.3. Continue the city's demolition and clearance program, which will be used to remove deteriorated and/dilapidated structures that can make way for neighborhood improvements or additional affordable housing to be constructed.

Action 2.4. As is allowed, provide transportation and access to it for low-and-moderate income areas and households.

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

Public Services

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

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.
 - Action 4.1. Research the development of public-private partnerships between the city and businesses and industries in the community that could assist existing and prospective employees obtain suitable housing.
 - Action 4.2. Support job training opportunities for low-and-moderate income households in the community in partnership with the University of Northern Iowa, Hawkeye Community College, and the Cedar Falls schools.
 - Action 2.4. As is allowed, provide transportation services and access to it for low-and-moderate income areas and households. Providing these services will afford the opportunity for low-and-moderate income household to obtain and maintain employment.
 - Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.
 - Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Cedar Falls is committed to allocating funds that serve the needs of the lowest income and most disadvantaged households. Households with incomes less than 50 percent of the area median income, particularly those with extremely low incomes are particular priorities. The city has also identified special needs individuals as among those who face the greatest challenges and who should receive high priority in the allocation of federal funds, including at-risk children and youth, low-income families, the homeless and persons threatened with homelessness, the elderly, and persons with disabilities.

The City, by focusing on these needs, seeks to address the following community concerns: the need for additional affordable housing units, as well as maintaining the existing affordable units, in order to address the growing gap between housing costs and local incomes. Funding programs that offer community services, particularly in low income areas, while providing a network of shelter, housing, and support services that prevent homelessness. This may include moving homeless persons to permanent housing and independence and eliminating chronic homelessness. Also, programs that promote economic development, create jobs, and increase the job skills of employees are supported by the community. Finally, the City hopes to increase the ability of seniors, persons with disabilities, and others with special needs to live independently.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Cedar Falls will provide assistance and services to low-and-moderate income households in accordance to the Consolidated and Annual Action Plans through the following designated projects and services:

- managing housing rehabilitation and repair programs,
- establishing homeownership programs,
- supporting accessibility improvements and public services,
- continuing demolition and clearance programs,
- fostering healthy lifestyle planning and recreational amenity construction,
- affecting the affordability of housing,
- enhancing transportation services,
- encouraging development of daycare services,
- working with both businesses, industries, and educational institutions to address providing homeownership and job skill training for low-and-moderate income households,
- implementing infrastructure projects, and
- increasing housing planning efforts.

These programs are designated to improve and preserve the housing stock, increase affordable housing, prevent homelessness and improve neighborhood areas in the community. By focusing on these overall priorities outlined in the Cedar Falls Consolidated Plan, we are striving to provide decent housing by preserving the affordable housing stock, preventing or minimizing homelessness or near-homelessness, providing a suitable living environment and expanding economic opportunities for residents.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. As stated in the City of Cedar Falls' Future Forward Plan, the community has identified unique and highly attractive housing options as a priority for the community. In addition, with this Plan, affordable housing, community development, economic development, homelessness and social services are viewed as priority needs for the City. High priorities for FFY 2019-2023 also include infrastructure improvements, public facility improvements, demolition and clearance of dilapidated structures, public services and the development and maintenance of affordable housing. The City has addressed some of those goals during prior years through its rehabilitation projects and public service agency awards.

4. Summary of Citizen Participation Process and consultation process

Summary from the citizen participation section of plan, which includes four focus group meetings with over 30 participants, affected entities and agencies and a communitywide survey. Focus group meetings were held to

identify current issues and trends impacting the agencies and organizations. Topics discussed included a general overview of the services being provided, current and future needs; homelessness; services to extremely low- and-moderate-income families and individuals; and the most prevalent need, providing affordable housing. The information gathered was used in developing the Consolidated Plan, specifically the goals, objective, and actions identified in the plan.

The survey, which was primarily web-based, was available to the public from December 3rd, 2018 through December 23rd, 2018. Paper copies of the survey were also available at City Hall, the Cedar Falls Library, Northeast Iowa Food Bank, and Operation Threshold for persons that did not have access to the internet. The format of said survey was developed using examples from other CDBG Entitlement communities, with input and personalization from both the cities of Cedar Falls and Waterloo. Nearly 160 responses were received from Cedar Falls residents and the results underscored the comments and direction provided by participant in the focus groups; the primary housing need of the community is to provide affordable, quality housing for its residents. The results of both the focus groups and surveys were discussed at the Housing Commission's November 27th, 2018 and January 8th, 2019 meetings, both of which were legally posted, as the Consolidated and FFY 2019 Annual Action Plans were under development.

Finally, a comment period legal notice was advertised on February 6th, 2019 in the <u>Waterloo Courier</u>. The 30-day comment period was defined in the notice, stating that the public could review and comment on the draft plan between February 12th and March 12th, 2019. The Commission held specific public comment opportunities on its agenda relative to the draft plans on February 12th, 2019, and March 12th, 2019. Both meetings were legally posted. Also, public input was formally considered through conduct of a City Council public hearing on May 6th, 2019, which was legally advertised in the <u>Waterloo Courier</u> on April 29th, 2019. No comments were received from the public or either meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

As noted above, four focus group meetings were held at the Hearst Center for the Arts in Cedar Falls over the course of three days. Further, a communitywide survey, garnering 158 responses was received by the community, with the intent that it would provide community-directed guidance for the plan. City Administration reviewed the draft documents prior to presentation of the initial drafts to the Housing Commission. In addition, a 30-day comment period was publicly recognized and properly advertised between February 12th, 2019 and March 12th, 2019. The Housing Commission reviewed the draft, which was also on-file with the City Clerk, at their public meeting on March 12th, 2019 and recommended its adoption to the City Council. In addition, the Spring 2019 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plans. Finally, the City Council conducted a Public Hearing, prior to adoption of the Consolidated and FFY 2019 Action Plans, on May 6th, 2019. No public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected.

7. Summary

As is evident, the City of Cedar Falls conducted a lengthy and deliberate public planning process that would guide the expenditure of federal funds provided by the US Department of Housing and Urban Development over the next five years. Numerous opportunities for public input were offered to residents, agencies, organizations, elected and appointed public representatives, as well as to neighboring jurisdictions.

The City's primary goal is to provide decent, safe affordable housing to its residents while attempting to increase the availability of affordable housing throughout the community. The City has developed four overriding objectives that it wants to implement during the life of this plan, all of which are centered on positively affecting the affordability of housing in the community.

Public Input and Consultation

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

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

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

Table 9 - Responsible Agencies

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan using their CDBG Entitlement resources.

Consolidated Plan Public Contact Information

City of Cedar Falls

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

Contact: Planning and Community Services Manager

Telephone: (319) 273-8600

Website: http://www.cedarfalls.com

PR-10 Consultation/Coordination - 91.100, 91.200(b), 91.215(l)

1. Introduction

The consultation process for the City of Cedar Falls included conducting four focus group meetings with local public agencies, local governments, and non-profit organizations, as well as completing a communitywide web-based citizen survey, in a coordinated effort with the City of Waterloo. To that end, these efforts were used in order to develop a Consolidated Plan that is community-driven. The meetings, which were held in an accessible location in the community, Hearst Center for the Arts, were beneficial in identifying current issues and trends impacting the agencies and organizations, as well as evaluating the performance of the current CDBG services the City was providing and what services might also be needed. Said meetings allowed the entities a chance to interact with the City's Housing Commission and staff. In addition, those entities that participated in the focus groups found merit in meeting together, both for this plan and in the future, to discuss needs and current and future programming of resources.

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

As part of its annual CDBG awards made to service agencies, City staff conducts monitoring visits and holds a forum with their Housing Commission. These meetings provide direct insight into the changing needs of the community and its residents. This information may then be fed directly into the City's housing planning processes. INRCOG staff, which is working with the City, also administers two housing trust funds, which conduct regular input sessions with local governments, agencies, organizations, financial institutions and real estate businesses, and the state government regarding housing. These sessions help to identify needs, barriers, and outline strategies regarding how to improve housing in the area.

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

Within the focus group sessions, conducted as part of this plan, several Continuum of Care providers offered input into the City's process. The Salvation Army, Western Home, and Cedar Valley Friends of the Family provide senior housing, homeless services, and sheltering services to Cedar Falls' residents. Further, Habitat for Humanity offers affordable housing to families assisting them with homeownership. Strategies were discussed on how to better assist and affirmatively further fair housing to those with the greatest needs. In addition, the other participating organizations provided in-depth information on housing needs for special needs populations, homeless persons, in addition to persons at risk of homelessness.

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

The City of Cedar Falls does not directly receive, or distribute, ESG funds.

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

In addition to the agencies identified in Table 2, the City engaged the City of Waterloo, the Black Hawk County Health Department, and the US Department of Housing Urban Development on lead-safety issues. Also, the City's Housing Assistance office participated in the plan development process, specifically with regard to Housing Choice Vouchers, rental unit availability, property management, and Affirmative Fair Housing strategies. Finally, the City consulted with the Iowa Northland Regional Council of Governments (INRCOG), a regional planning agency that administers transportation, economic development, land use, and housing initiatives, while developing this Plan.

Table 10 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Americans for Independent Living		
	Agency/Group/Organization Type	Services – Housing Rehab and Repair for Veterans		
		Services – Sheltering for Homeless Veterans		
		Services – Transitional Housing for Veterans		
		Services – Home Furnishings for Veterans		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Unable to attend Focus Group sessions, but offered		
	Agency/Group/Organization was consulted.	feedback through a separate questionnaire. It is		
	What are the anticipated outcomes of the	anticipated that the outreach will evolve into regular		
	consultation or areas for improved	coordinating forums between agencies, organizations		
	coordination?	and city officials.		
2	Agency/Group/Organization	Black Hawk County Emergency Management		
	Agency/Group/Organization Type	Services – Emergency Preparedness		
		Planning- Hazard Mitigation Plan (Countywide)		
		Planning – Evacuation Plan (Countywide)		
		Services – Natural and Manmade Disaster Response		
		Planning – Emergency Support Function		
		Services – Incident Management		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	The Black Hawk County Multi-Jurisdictional Hazard		
	Agency/Group/Organization was consulted.	Mitigation Plan was consulted regarding proposed		
	What are the anticipated outcomes of the	improvement locations. The EMA Director was		
	consultation or areas for improved	consulted regarding needs for the community.		
	coordination?			
3	Agency/Group/Organization	Black Hawk County Health Department		
	Agency/Group/Organization Type	Housing – Lead Based Paint Safety		
		Housing – Radon Awareness		
		Services-Public Health STI/HIV/AIDS		
		Services – Children's Health/Childhood Lead Poisoning		
		Services –Inspections (Food Safety; Water Source;		
		Septic Systems)		
		Services - Public Health Policy		
		Services – Health Code Enforcement		
		Services – Emergency Preparedness		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
ļ	Agency/Group/Organization	Landlords of Black Hawk County		
	Agency/Group/Organization Type	Services-Housing Education		
		Housing – Private Sector		

ection of the Plan was addressed by ation?		
ation?	Executive Summary; Public Input; Needs Assessment;	
ation:	Market Assessment; Strategic Plan; Goals, Objectives	
	and Actions	
describe how the	Participated in Focus Group sessions. It is anticipated	
/Group/Organization was consulted.	that the sessions will evolve into regular coordinating	
re the anticipated outcomes of the	forums between agencies, organizations and city	
ation or areas for improved	officials.	
ation?		
/Group/Organization	Cedar Falls Community School District	
/Group/Organization Type	Services – Homeless Services (students)	
	Services -Education	
ection of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;	
ation?	Market Assessment; Strategic Plan; Goals, Objectives	
	and Actions	
describe how the	Participated in Focus Group sessions. It is anticipated	
/Group/Organization was consulted.	that the sessions will evolve into regular coordinating	
re the anticipated outcomes of the	forums between agencies, organizations and city	
ation or areas for improved	officials.	
ation?		
/Group/Organization	Cedar Falls Housing Commission	
/Group/Organization Type	Housing – Needs Assessment and Market Analysis	
0 //	Information/Representation	
	Services – Advocacy	
	Planning and Administration	
ection of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;	
ation?	Market Assessment; Strategic Plan; Goals, Objectives	
	and Actions	
describe how the	Participated in Focus Group sessions. It is anticipated	
/Group/Organization was consulted.	that the sessions will evolve into regular coordinating	
re the anticipated outcomes of the	forums between agencies, organizations and city	
ation or areas for improved	officials.	
ation?		
/Group/Organization	Cedar Falls Human Rights Commission	
/Group/Organization Type	Services – Discrimination investigation	
7,1	Services – Victim Rights and Assistance	
	Services – Education Related to Discrimination	
ection of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;	
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describe how the		
• • •		
<u> </u>	Cedar Falls Ministerial Association	
C. Capi Cibaintation		
	- I	
/Group/Organization Type	I Service – Sniritual and Guidance	
/Group/Organization Type	Service – Spiritual and Guidance	
	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives	
describe how the /Group/Organization was consulted. re the anticipated outcomes of the ation or areas for improved ation?	Market Assessment; Strategic Plan; Goals, Objection and Actions Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinate forums between agencies, organizations and city officials. Cedar Falls Ministerial Association Service – Community Outreach	

	Briefly describe how the	Participated in Focus Group sessions. It is anticipated
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating
	What are the anticipated outcomes of the	forums between agencies, organizations and city
	consultation or areas for improved	officials.
	coordination?	
9	Agency/Group/Organization	Cedar Falls Utilities
	Agency/Group/Organization Type	Housing – Repair and Weatherization
		Services – Electric Power and Natural Gas,
		Telecommunications, Internet Service Provider
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives
		and Actions
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating
	What are the anticipated outcomes of the	forums between agencies, organizations and city
	consultation or areas for improved	officials.
	coordination?	
10	Agency/Group/Organization	Cedar Falls (City Government; Community
		Development; Public Works; Public Safety
		Departments)
	Agency/Group/Organization Type	Housing – CDBG, HOME, Housing Choice Vouchers
		Administration
		Services – Planning, Zoning, Floodplain Administration,
		Code Enforcement, Water, Sewer, Storm Sewer, Public
		Safety Provider
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives
		and Actions
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating
	What are the anticipated outcomes of the	forums between agencies, organizations and city
	consultation or areas for improved	officials.
	coordination?	
11	Agency/Group/Organization	Cedar Valley Friends of the Family
	Agency/Group/Organization Type	Services – Regional Agency Offering Protection from
		Domestic Abuse, Sexual Assault, Homelessness, and
		Human Trafficking
		Services – Sheltering and Rapid Rehousing
		Services – Continuum of Care Provider
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives
		and Actions
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating
	What are the anticipated outcomes of the	forums between agencies, organizations and city
		I atticiale
	consultation or areas for improved	officials.
	coordination?	
12	coordination? Agency/Group/Organization	Community Housing Initiatives
12	coordination?	

What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? 13 Agency/Group/Organization Type Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization Type What section of the Plan was addressed by Consultation? Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved What are the anticipated outcomes of the consultation or areas for improved Executive Summary; Public Input; Needs Assessment; Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions Participated in Focus Group sessions. It is anticipated that the sessions will evolve into regular coordinating forums between agencies, organizations and city officials.
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What are the anticipated outcomes of the forums between agencies, organizations and city
Consultation of areas for improved
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coordination?
14 Agency/Group/Organization Hope for Healing Resource Assistance Network
Agency/Group/Organization Type Services – Service Coordination
What section of the Plan was addressed by Executive Summary; Public Input; Needs Assessment;
Consultation? Market Assessment; Strategic Plan; Goals, Objectives
and Actions
Briefly describe how the Participated in Focus Group sessions. It is anticipated
Agency/Group/Organization was consulted. that the sessions will evolve into regular coordinating
What are the anticipated outcomes of the forums between agencies, organizations and city
consultation or areas for improvedofficials.coordination?
15 Agency/Group/Organization House of Hope
Agency/Group/Organization Type Services – Homelessness
Housing – Transitional Housing
Services – Transportation, Childcare, Employment
What section of the Plan was addressed by Executive Summary; Public Input; Needs Assessment;
Consultation? Market Assessment; Strategic Plan; Goals, Objectives
and Actions
Briefly describe how the Participated in Focus Group sessions. It is anticipated
Agency/Group/Organization was consulted. that the sessions will evolve into regular coordinating
What are the anticipated outcomes of the forums between agencies, organizations and city
consultation or areas for improved officials.
coordination?
16 Agency/Group/Organization Iowa Department of Human Rights Commission of
Persons with Disabilities
Agency/Group/Organization Type Services – State Agency
Awareness – Equal Rights; Victim Rights
Services-Education
Services – Persons with Disabilities
What section of the Plan was addressed by Executive Summary; Public Input; Needs Assessment;
Consultation? Market Assessment; Strategic Plan; Goals, Objectives
and Actions

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	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
17	Agency/Group/Organization	Iowa Heartland Habitat for Humanity		
	Agency/Group/Organization Type	Housing - Regional Agency		
		Housing – Affordable Housing		
		Housing – Rehab and Repair Programs		
		Services - Advocacy		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the			
	•	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
18	Agency/Group/Organization	Iowa Northland Regional Council of Governments		
	Agency/Group/Organization Type	Housing - Regional Planning Agency; Regional Housing		
		Council and Trust Fund Administrator		
		Housing – Waterloo Housing Trust Fund		
		Housing – Rehab and Repair Programs		
		Services – Metropolitan Transportation Planning		
		Organization; Regional Transportation Authority		
		Services – Regional Transit Commission		
		Services – Economic Development Commission		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?	Officials.		
19	Agency/Group/Organization	Iowa Workforce Development		
19				
	Agency/Group/Organization Type	Services – State Agency		
		Services – Underemployment; Unemployed Financial		
		Assistance		
		Services – Employment Counseling Assistance		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
20	Agency/Group/Organization	Love, Inc.		
	Agency/Group/Organization Type	Service - Coordination		
	011 14 0 14 14	1		

	What section of the Plan was addressed by Consultation?	Executive Summary; Public Input; Needs Assessment; Market Assessment; Strategic Plan; Goals, Objectives and Actions			
	Duiafly describe how the				
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated			
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating			
	What are the anticipated outcomes of the	forums between agencies, organizations and city			
	consultation or areas for improved coordination?	officials.			
21	Agency/Group/Organization	Metropolitan Transit Authority of Black Hawk County			
	Agency/Group/Organization Type	Services – Transit and Paratransit Service			
		Services – Advocacy; Persons with Disabilities			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives and Actions			
	Briefly describe how the	Participated in separate input session with staff. It is			
	Agency/Group/Organization was consulted.	anticipated that this agency will continue to coordinate			
	What are the anticipated outcomes of the	transit services with agencies, organizations and city			
	consultation or areas for improved	officials.			
	coordination?				
22	Agency/Group/Organization	New Aldaya (Cedar Falls Lutheran Home)			
	Agency/Group/Organization Type	Housing – Senior			
		Housing – Private Provider			
		Services – Senior Healthcare			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives			
		and Actions			
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated			
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating			
	What are the anticipated outcomes of the	forums between agencies, organizations and city			
	consultation or areas for improved coordination?	officials.			
23	Agency/Group/Organization	Northeast Iowa Area Agency on Aging			
	Agency/Group/Organization Type	Services – Regional Senior			
		Services- Food and Nutrition			
		Housing – Accessibility Improvements			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives and Actions			
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated			
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating			
	What are the anticipated outcomes of the	forums between agencies, organizations and city			
	consultation or areas for improved	officials.			
	coordination?				
24	Agency/Group/Organization	Northeast Iowa Food Bank/Food Pantry			
	Agency/Group/Organization Type	Services – Regional Food and Food-Related; Mobile			
	, , , , , , , , , , , , , , , , , , ,	Food Pantry; Backpack Nutrition Program			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives and Actions			
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	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
25	Agency/Group/Organization	Northeast Iowa Regional Board of Realtors		
	Agency/Group/Organization Type	Housing – Regional Private Board; Property Owner		
		Advocacy		
		Housing – Needs Assessment and Market Analysis		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
26	Agency/Group/Organization	Operation Threshold		
	Agency/Group/Organization Type	Service – Regional Community Action Agency		
		Service – WIC Assistance		
		Housing – TBRA, Repair and Rehab		
		Housing - Weatherization		
		Service – Utility and Energy Assistance		
		Services – Parent Education		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
27	Agency/Group/Organization	Pathways Behavioral Services		
	Agency/Group/Organization Type	Service-Regional Mental Health Provider		
		Service – Substance Abuse Counseling and Treatment		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
28	Agency/Group/Organization	The Salvation Army		
	Agency/Group/Organization Type	Services – Daily Meal Program		
		Services – Youth Center		
		Services – Emergency Assistance		
		Services – Emergency Disaster Assistance		
		Homelessness - Men's Shelter		
		Homelessness – Women's and Children's Shelter		

		T		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	-	officials.		
	consultation or areas for improved	Officials.		
	coordination?	T:0 : 0:11		
29	Agency/Group/Organization	Tri-County Child and Family Development		
	Agency/Group/Organization Type	Services – Regional Agency		
		Services – Family Services		
		Services – Health, Social Services, Meals		
		Services – Early Childhood Education (Head Start)		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	•	Officials.		
	coordination?			
30	Agency/Group/Organization	University of Northern Iowa Department of Residence		
	Agency/Group/Organization Type	Housing – Student Housing and Services		
		Housing – Needs Assessment		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
		and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?	ometals:		
31	Agency/Group/Organization	Visiting Nurses Association		
31	Agency/Group/Organization Agency/Group/Organization Type			
	Agency/ Group/ Organization Type	Services – In-Home Healthcare, Home Care Aides, Telehealth		
		Services – Physical Therapy, Speech Therapy,		
		Occupational Therapy		
		Services – Immunizations		
		Services – Case Management		
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;		
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives		
	_	and Actions		
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated		
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating		
	What are the anticipated outcomes of the	forums between agencies, organizations and city		
	consultation or areas for improved	officials.		
	coordination?			
32	Agency/Group/Organization	Waterloo (City; Community Development)		
	Agency/Group/Organization	waterioo (City, Community Development)		

		1			
	Agency/Group/Organization Type	Housing – CDBG; HOME; Housing Choice Vouchers			
		Housing – Affordable Housing; Tenant Based Rent			
		Assistance; Down-payment Assistance			
		Housing – Rehab and Repair Programs			
		Services - Advocacy			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives			
		and Actions			
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated			
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating			
	What are the anticipated outcomes of the	forums between agencies, organizations and city			
	consultation or areas for improved	officials.			
	coordination?				
33	Agency/Group/Organization	Waterloo Housing Trust Fund Board			
	Agency/Group/Organization Type	Housing – Funding Conduit for Housing Projects			
		Services – Housing Advocacy			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives			
		and Actions			
	Briefly describe how the	Participated in Focus Group sessions. It is anticipated			
	Agency/Group/Organization was consulted.	that the sessions will evolve into regular coordinating			
	What are the anticipated outcomes of the	forums between agencies, organizations and city			
	consultation or areas for improved	officials.			
	coordination?				
34	Agency/Group/Organization	Western Home Communities			
	Agency/Group/Organization Type	Services – Continuum of Care Provider			
		Housing – Senior			
	What section of the Plan was addressed by	Executive Summary; Public Input; Needs Assessment;			
	Consultation?	Market Assessment; Strategic Plan; Goals, Objectives			
		and Actions			
	Briefly describe how the	Unable to attend the Focus Group sessions, but offered			
	Agency/Group/Organization was consulted.	feedback through a separate questionnaire. It is			
	What are the anticipated outcomes of the	anticipated that the outreach will evolve into regular			
	consultation or areas for improved	coordinating forums between agencies, organizations			
	coordination?	and city officials.			

Identify any Agency Types not consulted and provide rationale for not consulting

The City is not aware of a particular type of agency, either providing services to residents or not, that was missed in their outreach efforts. With that said, it does not mean that the City could not add to the list provided above.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?		
Continuum of Care Local Homeless		The LHCB was reviewed to better understand the homeless housing and social service needs in developing the Plan.		
City of Cedar Falls Comprehensive Plan	City of Cedar Falls	Strategic Plan goals are more specific, but consistent with the Comp Plan.		
2014-2019 Consolidated Plan	Cities of Cedar Falls and Waterloo	Strategic Plan goals are updates and improvements to existing goals		
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the City under this Consolidated Plan		
Comprehensive Economic Development Strategy Iowa Northland Regional Economic Development Commission		Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region		
Metropolitan Planning Organization Long Range Transportation Plan Metropolitan Planning Organization of Black Hawk County		Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The City will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit service programs		
Metropolitan Planning Organization Pedestrian Master Plan Metropolitan Planning Organization of Black Hawk County		The City is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, and non-motorized transportation modes		
Black Hawk County Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan Black Hawk County Emergency Management Commission; City of Cedar Falls		The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), as is possible. This is consistent with the MJ HMP		
City of Cedar Falls Low Rent Housing Agency Citizen Participation Plan Cedar Falls City of Cedar Falls		The Strategic Plan will be developed consistent with the current Citizen Participation Plan.		

Table 11 - Other local / regional / federal planning efforts

Narrative

PR-15 Participation - 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Citizen participation consisted of structured efforts made by the City. First, the City hosted four focus groups to garner input. Second a survey was completed by residents in the community. And lastly, both the Housing Commission and City Council provided opportunities within their public meetings for input into the development of this Consolidated Plan.

As noted, the City of Cedar Falls conducted focus groups in tandem with a communitywide web-based citizen survey in order to identify community housing and housing-related needs. The results from both input methods impacted all elements of this Plan, including program-related goals, objectives, and action steps. Most goals and objectives from the prior Consolidated Plan were rewritten and all will be measured accordingly.

Focus group sessions and the survey were managed and facilitated by the University of Northern Iowa's Institute of Decision Making. Focus group sessions were also attended by City and INRCOG staff. Overall, 38 persons attended focus group meetings, representing 28 agencies and organizations. It should be noted that several other agencies were contacted outside of the focus groups in order obtain their input. Specifically, the Metropolitan Transit Authority of Black Hawk County and Black Hawk County Emergency Management were consulted as well, bringing the total agencies included in this planning process to 34. Discussions with the focus groups allowed the City to gather the following information from participating entities:

- a. Background and operating information pertaining to each organization, its programs, services, clientele, customers, and service area;
- b. Identification of the greatest needs of its clients or customers;
- Barriers faced by their clients that prevent them from meeting their needs;
- d. Suggested programs or activities that could help clients or customers overcome barriers; and
- e. The activities or initiatives the City of Cedar Falls could be implementing, improving upon, in regard to providing decent housing, providing a suitable living environment, or expanding economic opportunities for its residents.

Regarding the web-based citizen survey, the City received 158 completed responses. This response rate equates to roughly an 80 percent confidence interval that the results represent the community as a whole. In addition to being offered online, paper copies of the survey were made available at City Hall, the Cedar Falls Library, certain larger housing developments, the Northeast Iowa Food Bank, and Operation Threshold, which serves as the region's community assistance program administrator. The survey was open from December 3rd, 2018 through December 23rd, 2018. Summary findings from the survey include the following key takeaways in the areas of housing, community services and facilities, business and job-related activities, and special needs services:

- a. Lack of affordable housing and the need for continued rehabilitation and repair programs were citied frequently as needs;
- b. In terms of community service and facility needs, mental health and childcare services were identified as the greatest needs;
- c. Employment training and job creation/retention were most often identified as needs under business and job-related activities; and
- d. With regard to special needs services, residents stated that homeless shelters and related services, along with substance abuse services, were needed most in the community.

The City's Housing Commission also hosted several public meetings, between November 2018 and March 2019 on the Consolidated Plan, and the City Council held a public hearing to garner citizen input. No comments were received during the public meeting or hearing elements of the planning process.

Also, legal notices, per the Citizen Participation Plan, were published for the 30-day comment period (February 12th, 2019-March 12th, 2019) and City Council Public Hearing was conducted on May 6th, 2019 prior to adoption. In addition, the draft Plan was posted on the City's website and made available at City Hall.

Citizen Participation

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/	Summary of comments received	Summary of comments not accepted	URL (If applicable)
	Outreach	Outreach	attendance	comments received	and reasons	
1	Agency and Organization Focus Groups	Low-and- Moderate Income Households Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Homeless persons Non- targeted/broad community entities	Hosted by the City's Housing Commission, four focus groups were held at 10:00 AM and 1:00 PM on Tuesday, December 4 th ; at 1:00 PM on Wednesday December 5 th ; and at 10:00 AM on Thursday December 6 th , 2018 at the Hearst Center for the Arts in Cedar Falls. 38 attendees, representing 28 entities provided insight regarding this planning process	Agency response were provided to a series of pre-established questions	All comments considered and accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Communitywide Survey	Residents of the City of Cedar Falls	The survey was available from December 3 rd -23 rd , 2018	A press release was published in the Waterloo-Cedar Falls Courier, and a link was placed on the City's website. Social media posts were made by City, Main Street, and School District. Announcement of the availability of the survey was place on the City's public access channel, as was a link provided to UNI faculty and staff. Hard copies were placed at City Hall, Library, housing developments, NE Iowa Food Bank and Operation Threshold	All comments accepted	www.cedarfalls.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meetings. Legally Posted and Legally Noticed	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community	Housing Commission public meetings addressed the Con Plan and Annual Action Plan, after City Administration review. Agenda discussion was held on November 27 th , 2018 and January 8 th , 2019. In addition, input on the Plan was specifically sought on Tuesday, February 12 th , 2019 and March 12 th , 2019. All meetings were held at 5:00 pm in the Duke Young Conference Room in the Cedar Falls City Hall. The final noted meetings bookended the 30-day comment period. There were no attendees, other than agency representatives. No comments were received. No written comments were submitted.	No comments were received.		www.cedarfalls.com

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Communitywide Newsletter (Currents) Article Regarding the Draft Plans and Inviting Input	General Public. All households are mailed the newsletter	Publication date: Spring 2019 Edition (page 13)	No comments were received.		www.cedarfalls.com
5	Public Hearing. Legally advertised hearing conducted within a legally posted public meeting. Draft plans were on-file with the City Clerk and at the Community Development Department.	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community	A City Council public hearing on the Con Plan and Annual Action Plan was held on May 6 th , 2019 at 7:00 PM.	No comments were received.		www.cedarfalls.com

Table 12 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

Cedar Falls has a median household income of \$58,544 in 2016 (5-year American Community Survey) – higher than the statewide median income of \$54,570. Nonetheless, Cedar Falls is not immune to unmet needs for decent, affordable housing. According to HUD's 2011-2015 Comprehensive Housing Affordability Strategy (CHAS) data, of the 14,565 households in Cedar Falls, 1,035 renter households (excluding non-family, non-elderly households) and 2,020 owner households are low- and moderate-income, meaning that their incomes are no higher than 80 percent of Area Median Income (AMI) by household size. Among non-elderly, non-family renter households, 2,485 are LMI – some, but not all, of these households consist of University of Northern Iowa students.

Among LMI owners, 45 percent of households are housing cost burdened, meaning that they pay more than 30 percent of their incomes on housing costs (including utilities, taxes, and insurance). This is slightly higher than the statewide cost burden rate of 41 percent among LMI owners. Moreover, 16 percent of LMI owner households are severely cost burdened, with housing costs exceeding 50 percent of their incomes. (Note that the percentage of cost burdened households is inclusive of severely cost burdened households.)

Among LMI renters, 59% of family households and 52 percent of elderly households are cost burdened, while 37 percent and 36 percent of family and elderly households, respectively, are severely cost burdened.

Racial/ethnic groups with disproportionate housing problems (at least ten percentage points higher than the rate of housing problems in the general population) are listed below. Housing problems are defined as housing cost burden greater than 30 percent, incomplete plumbing and/or kitchen facilities, and overcrowding (more than 1 person per room). Severe housing problems include housing cost burden greater than 50 percent, or any of the other 3 aforementioned housing problems.

Housing Problems

Asian households between >30 percent and 50 percent AMI

Asian, American Indian/Alaska Native, and Hispanic households between >50 percent and 80 percent AMI

Severe Housing Problems

Black, Hispanic, and Other/Multi-Racial households up to 30 percent AMI

Asian households between >30 percent and 50 percent AMI

Black and Hispanic households between >50 percent and 80 percent AMI

Moderate Housing Cost Burden (>30 percent to 50 percent of income spent on housing costs)

Asian and American Indian/Alaska Native households

Severe Housing Cost Burden (>50 percent of income spent on housing costs)

Black and Hispanic households

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Feedback from a community-wide survey indicated that the greatest public facility needs for Cedar Falls residents are mental health and substance abuse treatment facilities, child care centers, homeless shelters, and youth centers. Additional needs according to City staff and resident feedback include bus shelter repairs and park, playground, sidewalk, and trail improvements.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Describe the jurisdiction's need for Public Improvements:

Generally speaking, respondents to a community-wide survey perceived less need for infrastructure improvements than for public facilities and services. The greatest infrastructure needs identified are street and sidewalk improvements. The latter can be critical for LMI homeowners, who may not be able to afford the improvements themselves. Additional needs identified by City staff – based on resident feedback and quantitative data on infrastructure conditions and future capacity needs – include sanitary sewer updates in LMI areas, bridge and culvert replacements, drainage improvements such as bioswales and permeable alley paving, and streetscaping improvements.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Describe the jurisdiction's need for Public Services:

In tandem with the public facility needs identified by stakeholders, the greatest public service needs include mental health and substance abuse treatment services; more child care options, especially during evenings, weekends, and holidays; homeless assistance services, including more rapid re-housing options, and youth programming. Additionally, more public transportation service, including more routes and longer hours, was identified as a major need for LMI residents.

How were these needs determined?

These needs were determined through focus groups with agencies, non-profit organizations, and other stakeholders, interviews, community wide surveys, and feedback discussions with community development staff members.

Based on the needs analysis above, describe the State's needs in Colonias

Not applicable – Cedar Falls is a non-state entitlement grantee.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Cedar Falls, like many university towns, has a strong housing market. Although housing starts have not recovered to their pre-recession levels, single-family housing permits hovered between 100 and 150 per year from 2012 through 2016, according to Iowa Finance Authority (IFA) data. Multifamily permits have increased in recent years, reaching nearly 80 housing units in 2016. The median home value in Cedar Falls was \$171,400 in 2016, a three percent increase since 2010 and a 20 percent increase since 2000, adjusted for inflation (ACS 5-y 2016 and 2010; 2000 Census), while the median single-family permit value was \$219,367 in 2016 (IFA). The City's median contract rent (excluding utilities) was \$619 in 2016, a nine percent increase since 2010 and a 15 percent increase since 2000. Moreover, among vacant-for-rent units, nearly half had a rent asked of \$700 or more (ACS 2016) The most recent local data suggests that available 1- and 2-bedroom rental units tend to start at the \$750 to \$1,000 range.

The owner and rental vacancy rates were two percent and six percent, respectively in 2016 (ACS), compared to 1.8 percent and 6.4 percent in the 2010 Census. Owner and rental vacancy rates of two percent and five percent are generally considered healthy, but a six percent rental vacancy rate is not excessively high. More recent local data suggests that rental vacancy rates are increasing as new rental developments come on-line, but that the increased supply has not necessarily lowered costs. The new rental units tend to be marketed to professionals or to well-resourced students. As a result, households with lower incomes continue to struggle to find decent-quality, reasonably priced housing, as extensive community feedback indicated.

Cedar Falls' housing stock is generally in good condition. However, 16 percent of the City's owner-occupied housing and 20 percent of its rental units were built before 1950. Some of these units may have deferred maintenance needs, especially if the owners have low to moderate incomes (LMI). Multiple public survey responses reported a need to rehabilitate older units, both to assist LMI property owners and improve neighborhood appearance, especially in the North Cedar, College Hill, and College Square neighborhoods. Across the City, 63 percent of owner units and 74 percent of rental units were built before 1980. Any units built before 1978 may have lead-based paint (LBP) hazards, unless all LBP has been removed or encapsulated. Of all owner and rental units, 890 (6 percent) and 273 (5 percent), respectively, were built before 1980 and are occupied by at least one child under 6 years of age (2011-2015 CHAS).

Several distinct factors pose challenges to meeting affordable housing needs in Cedar Falls. Infill lots are in short supply, and current zoning requirements in some older neighborhoods are prohibitive for residential development on small lots. Additionally, the single-family home market experiences pressure from investors who can realize a higher rate of return by converting homes into multiple rental units. Recently, Cedar Falls initiated a temporary \$10,000 forgivable loan program for homebuyers to convert rental properties back to single family homes in certain neighborhoods.

Low- and moderate-income families may have difficulty competing with student markets for single-family rentals, since several students rooming in one dwelling can pay a higher aggregate rent than a family with only one or two incomes. UNI students, for their part, have fewer affordable on-campus housing options than in previous years. Although UNI enrollment has declined in recent years, and vacancy rates are high among UNI's student housing portfolio, some older, lower-cost dormitories have been demolished. These units were outdated, but UNI is cognizant that their loss has disproportionately impacted low-income, minority, immigrant, and 1st generation

college students, and those aging out of foster care. To level the playing field between students and families, as well as avoiding overcrowding of dwelling units and parking areas, the City limits the number of adult tenants based on the number of bedrooms in rental units. UNI, meanwhile, is planning to increase the share of 2nd year students who live on-campus (currently 47 percent), since on-campus living is strongly correlated with college retention. The University is also renovating several dormitories to make student housing a more viable and appealing option.

Finally, local stakeholders note that the pool of single-family and multi-family housing developers in Cedar Falls is small, minimizing competition and limiting any incentive to provide housing that is affordable to low-, moderate-and middle-income families (up to 120 percent AMI). Many Cedar Falls stakeholders, from students to young professionals to LMI households and their advocates, have noted the lack of a "missing middle" of decent-quality, moderately priced housing.

For some populations, such as those with physical disabilities that require accessibility features, the shortage of affordable housing is especially dire. Housing subsidies for the lowest-income households in Cedar Falls are limited. The City has 360 units in subsidized, privately owned rental developments – of which the 128 units in The Villages at Park@Nine23 may be lost after 2025 due to affordability restrictions ending. Additionally, the Cedar Falls Housing Authority offers 326 Housing Choice Vouchers – of which only 215 are in use, since many rentals exceed the Cedar Falls Housing Authority's payment standard (110 percent of Fair Market Rent). Many landlords are unwilling to participate in the Housing Choice Voucher program, thereby further limiting the pool of units that are affordable to low- and very low-income households. The Villages units that may be lost after 2025 are among the few rentals in Cedar Falls that voucher holders can readily access.

As a result of the considerable need for affordable housing, the goals and objectives for Cedar Falls place strong emphasis on housing for LMI populations, and on associated community services that CDBG can feasibly fund.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f) Introduction

As a City and as part of the Cedar Valley region, Cedar Falls cultivates a diverse economic base, emphasizing its strengths of high-quality education and training opportunities, a diligent regional workforce, and its location along major transportation corridors. Two main elements of Cedar Falls' recent economic development efforts include its growing industrial parks, and its designation as lowa's "first gigabit city" due to extensive investment by Cedar Falls Utilities, its municipal utility, in a robust fiber optic network.

Among jobs located in Cedar Falls, the largest sectors are Education and Health Care Services (37.9 percent), Retail Trade (17.6 percent), Arts, Entertainment, and Accommodations (14.9 percent), Professional, Scientific, and Management Services (13.4 percent), and Manufacturing (9.4 percent). Among workers who live in Cedar Falls, the most common sectors that employ them are Education and Health Care Services (22.6 percent), Manufacturing (12.6 percent), Retail Trade (8.8 percent), and Professional, Scientific, and Management Services (7.7 percent). Cedar Falls has more workers than jobs overall (21,147 compared to 16,544). In terms of occupational categories, a plurality of Cedar Falls workers are in Management, Business, and Financial occupations (8,894 workers, or 39 percent of total). The next most common occupation sectors are Sales and Office (6,044/26 percent) and Service occupations (4,730/21 percent).

Thirty-one percent of Cedar Falls' adult population has a Bachelor's degree or higher, while another nine percent and 39 percent have an Associate's degree or some college education with no degree, respectively. Some college with no degree is the most common educational attainment among young adults (18 to 24; 75 percent), while a Bachelor's degree is most common among prime working-age adults (25 to 64). However, it is more common among 25- to 34-year-olds (41 percent) than among the 35-44 and 45-64 age groups (26 percent and 23 percent, respectively). Among residents 65 years or older, the most common educational attainment is a high school diploma (35). These numbers reflect both the presence of young adults enrolled at the University of Northern Iowa, and the increasing importance of a college education in the labor market in recent decades.

The City's overall unemployment rate is a fairly healthy 4.7 percent. The unemployment for youths and young adults in the civilian labor force (16 to 24) is 8.2 percent, while those age 25 to 64 have a very low unemployment rate of 2.64 percent. Unemployment rates and labor force participation also vary by educational attainment. The unemployment rate ranges from seven percent for those with less than a high school diploma to one percent for those with a Bachelor's degree or higher. For labor force participation, the range is 58 percent to 88 percent, respectively. Median annual earnings also vary by educational attainment, from a low of \$30,403 for high school graduates to \$65,708 for those with graduate and professional degrees. Surprisingly, the median annual earnings for those with less than a high school diploma are higher than those for high school graduates and some college. The reason for this is unknown, but may indicate that Cedar Falls workers without a high school diploma are disproportionately employed in fields with a high base wage and/or ample opportunity for overtime pay.

Overall, Cedar Falls' economic profile highlights the fact that the City is not homogeneous. It is relatively affluent and educated, but not all workers are employed in well-paid, white-collar jobs. As a result, Cedar Falls is not immune from the need for affordable housing and services for workers whose incomes are low, and whose work schedules may be more unpredictable or more rigid than in white-collar work environments. Moreover, Cedar Falls workers can benefit from economic development efforts that create living-wage jobs at all skill levels.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers	Share of Jobs	Jobs less workers
			%	%	%
Agriculture, Mining, Oil & Gas Extraction	79	5	0.4%	0.0%	-0.9
Arts, Entertainment, Accommodations	1,439	2,463	6.8%	14.9%	0.7
Construction	563	618	2.7%	3.7%	0.1
Education and Health Care Services	4,782	6,277	22.6%	37.9%	0.3
Finance, Insurance, and Real Estate	944	1,281	4.5%	7.7%	0.4
Information	213	269	1.0%	1.6%	0.3
Manufacturing	2,657	1,550	12.6%	9.4%	-0.4
Other Services	562	589	2.7%	3.6%	0.0
Professional, Scientific, Management					
Services	1,635	2,225	7.7%	13.4%	0.4
Public Administration	531	356	2.5%	2.2%	-0.3
Retail Trade	1,869	2,919	8.8%	17.6%	0.6
Transportation and Warehousing	666	1,588	3.1%	9.6%	1.4
Wholesale Trade	604	1,007	2.9%	6.1%	0.7
Total	21,147	16,544	100%	100%	100%

Table 2 - Business Activity

Data U.S. Census Bureau, OnTheMap Application and Longitudinal Employer-Household Dynamics Origin-

Source: Destination Employment Statistics (2015)

Labor Force

Total Population in the Civilian Labor Force	24,128
Civilian Employed Population 16 years and over	22,999
Unemployment Rate	4.7%
Unemployment Rate for Ages 16-24	8.2%
Unemployment Rate for Ages 25-65	2.4%

Table 3 - Labor Force

Data 2012-2016 ACS

Source:

Occupations by Sector	Number of People
Management, business and financial	8,894
Farming, fisheries and forestry	
occupations	99
Service	4,730
Sales and office	6,044
Construction, extraction,	
maintenance and repair	923
Production, transportation and	
material moving	2,309

Table 4 – Occupations by Sector

Data 2012-2016 ACS

Source:

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,789	95%
30-59 Minutes	699	3%
60 or More Minutes	398	2%
Total	21,886	100%

Table 5 - Travel Time

Data 2012-2016 ACS

Source:

Education:

Educational Attainment by Employment Status (Population 25 and Older)

Educational Attainment	In Labo		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	285	21	226
High school graduate (includes			
equivalency)	2,298	103	687
Some college or Associate's degree	4,316	115	761
Bachelor's degree or higher	6,537	90	905

Table 6 - Educational Attainment by Employment Status

Data 2012-2016 ACS

Source:

Educational Attainment by Age

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	11	21	107	78	167
9th to 12th grade, no diploma	102	95	96	135	249
High school graduate, GED, or					
alternative	970	731	786	1,571	1,832
Some college, no degree	9,039	868	634	1,663	864
Associate's degree	773	604	572	851	282
Bachelor's degree	1,021	2,032	986	1,751	839
Graduate or professional degree	77	552	678	1,542	983

Table 7 - Educational Attainment by Age

Data 2012-2016 ACS

Source:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$35,372
High school graduate (includes equivalency)	\$30,403
Some college or Associate's degree	\$34,270
Bachelor's degree	\$46,239
Graduate or professional degree	\$65,708

Table 8 - Median Earnings in the Past 12 Months

Data 2012-2016 ACS

Source:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Education and Health Care Services (37.9 percent of jobs in Cedar Falls)

Retail Trade (17.6 percent)

Arts, Entertainment, and Accommodations (14.9 percent)

Professional, Scientific, and Management Services (13.4 percent)

Manufacturing (9.4 percent)

Describe the workforce and infrastructure needs of the business community:

The Comprehensive Economic Development Strategy for the region that includes Cedar Falls outlined the business community's workforce and infrastructure needs.

Workforce

The CEDS identified several regional workforce challenges:

- Population growth is slow. Between 2010 and 2015, the region's population grew by an estimated 1.2 percent. In Black Hawk County, the estimated growth was 1.8 percent. These growth rates were lower than the State of lowa's growth rate of 2.5 percent over the same period.
- Starting wages tend to be low, although state incentive programs set minimum levels for wages and benefits.
- The region has a shortage of workforce housing affordable to blue-collar workers and young professionals.
- The labor force reached a 10-year low in 2016, and both general and skilled labor are in short supply.
- Employers have difficulty recruiting workers to the region, in part due to negative perceptions about the region's quality of life.
- As Baby Boomers who own or have leadership positions in businesses near retirement age, there will be a need for succession planning to ensure that these businesses continue to provide employment.
- Technological advancements may create new high-skilled jobs, but may also lead to net job losses in some sectors.

At the same time, the CEDS projected a net addition of 8,515 jobs to the region between 2014 and 2024, with the largest increases occurring in healthcare practitioner and technical occupations, sales and related occupations, transportation/material moving occupations, education/training/library occupations, and healthcare support occupations. These five job classifications combined will account for an estimated 44 percent of the region's job growth. Some other occupation types, including several manufacturing and clerical occupations, are expected to grow slowly or decline. The CEDS anticipates that the current population growth rate would not be sufficient to supply workers in high-growth industries, a shortfall that is exacerbated by reduced labor force participation and skills mismatches between workers and jobs. In terms of workforce housing needed to recruit workers, the shortage may be more acute in Cedar Falls than in Waterloo, due to the former city's higher housing costs. However, feedback

from residents in both cities points to a "missing middle" of decent-quality, modestly priced housing, especially for low- and moderate-income workers.

The CEDS goal for addressing regional workforce housing needs includes measures to recruit new workers to the region, up-skill existing workers, foster training and education opportunities to help workers fill high-demand jobs, retain college graduates, and improve quality of life offerings to attract and retain workers. Additionally, the CEDS for providing adequate housing encourages efforts to expand workforce housing in close proximity to employment centers.

Infrastructure

Infrastructure needs in the next decade include water/sewer upgrades to maintain the level of service expected by residents and businesses at reasonable rates; increased flood mitigation measures and renewable energy generation, and execution of several planned projects to improve the area's highway corridors, which are already a major asset to the metro area's economy. One infrastructure deficiency identified by Black Hawk County stakeholders in the CEDS development is limited air service. Public participation for other planning documents, including this Consolidated Plan, have also identified a need for expanded bus service in the Waterloo/Cedar Falls area. In particular, transportation is a barrier for 2nd and 3rd shift workers, those who work on weekends or holidays, and those who work at employment centers not currently served by bus.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Cedar Falls continues to expand its Industrial and Technology Park to the south, as well as the Northern Cedar Falls Industrial Park. The City provides infrastructure in the industrial parks so that sites will be "shovel ready" for new businesses. Additionally, two Target distribution centers have located in Cedar Falls in recent years, and the City has partnered with other local governments in the region to fund three years of operations for The Millrace, a co-work and startup incubator facility. Moreover, the City's investments in street improvements along University Avenue and Viking Road have spurred new investment along these commercial corridors. These investments are creating new jobs, new housing demand, and additional workforce training needs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Employers report a shortage of skilled workers in the region – in advanced manufacturing, for example. Moreover, as sectors such as healthcare, transportation, and education become more prominent in the region's economy, the need for workers possessing these skills may grow.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

In 2016, Cedar Falls, the region's second largest school district, passed a \$32 million bond measure to fund a new elementary building as well as the expansion of Orchard Hill and North Cedar elementary schools. The primary reason behind this effort was, in part, was due to the continued and projected increase in elementary enrollment.

According to the school, the district's student population grew by 850 over the past 10 years and is expected to grow by an additional 1,100 students in the coming decade.

In 2016, the school district launched the Center for Advanced Professional Studies (CAPS) program. The program is a partnership with local businesses to provide students with real-world experiences outside of the classroom focusing on career readiness skills. Initially, the program has focused on engineering, computer science and information technology fields. Study is held at a host business for approximately 2.5 hours each day where students focus on problem solving and completing projects in a business environment.

Hawkeye Community College, based in Waterloo, offers vocational/technical programs and continuing education opportunities in a wide range of career choices, as well as general interest courses suited for any interest. Hawkeye Community College (HCC) is accredited as a 2-year liberal arts institution with approximately 6,300 (3,000 full-time) students currently enrolled.

In recent years, Hawkeye has expanded its technical training and apprenticeship programs in response to regional workforce demands. HCC offers HVAC, plumbing, and electrical apprenticeship curriculum approved by the Department of Labor. As part of the requirements, an employer or local business sponsors students. HCC also offers programs for several technical high-demand jobs, including Industrial Maintenance, Industrial Automation, Welding Technician & Technology, Tool and Die, Machining, and Computer-Numeric Control (CNC).

Hawkeye works in partnership with Cedar Valley IowaWORKS, the regional Iowa Workforce Development service center. IowaWORKS offers a variety of programs to support job seekers, including PROMISE JOBS, which provides training and support to TANF recipients, services for dislocated workers and those with disabilities, Workforce Innovation and Opportunity Act (WIOA) services for young adults, connections to training in high-demand industries, and other programs. IowaWORKS focuses heavily on hard-to-serve populations.

The above-described efforts will support the Consortium's anti-poverty strategy by providing more opportunities for LMI residents to become and remain self-sufficient. These efforts may also ease housing cost burdens by increasing workers' ability to buy or rent decent housing.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Several of Cedar Falls' economic development initiatives pursuant to the CEDS may be coordinated with the Consolidated Plan. The City endeavors to combine multiple community development and initiatives and expenditures, such as street, water, and sewer improvements, park upgrades, streetscape improvements, transit infrastructure updates, and demolition of substandard properties, in particular neighborhoods in need of new investment. Some of these areas overlap with LMI Census block groups, where CDBG funds may be combined with other City revenue sources to fund improvements.

Discussion

Cedar Falls is best known as a university town, but the City endeavors to cultivate a diverse economic base that offers opportunities to residents from all walks of life. By investing in its growing industrial parks, the City is capitalizing on the Cedar Valley region's comparative advantage in advanced manufacturing capabilities.

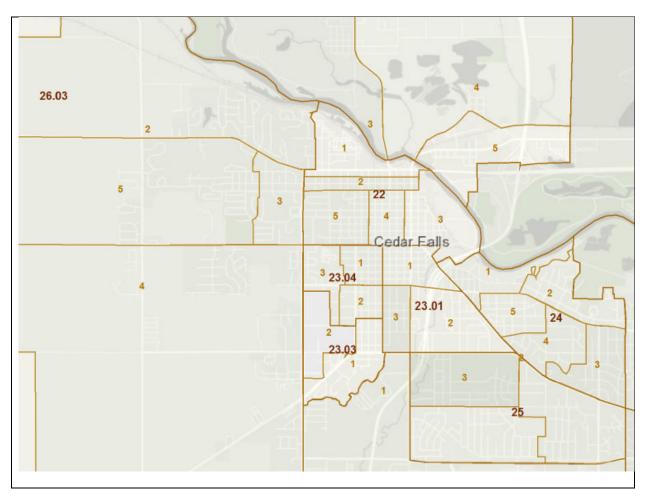
Additionally, the City supports information-based business sectors by supporting work space, high-speed internet, and other resources for start-up businesses.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

According to HUD's Affirmatively Furthering Fair Housing Data and Mapping Tool, the share of households with at least one housing problem is at least 10 percentage points higher in Census tracts 23.03 and 23.04 than in any other Census tract in Cedar Falls.

No Census tracts in Cedar Falls have a concentration of multiple housing problems. The Census Bureau defines housing problems as housing cost burden greater than 30 percent, incomplete plumbing and/or kitchen facilities, or overcrowding (more than 1 person per room). However, in Census tracts 22 and 25, 10 percent of renter households have 2 or more housing problems, according to 2016 ACS data. Census tract 22 contains the oldest platted neighborhoods in Cedar Falls, and a relatively high percentage of LMI households. Census tract 25 is in the College Square area, and its Block Group 3 is 51.3 percent LMI. In most cases, rental units in these Census tracts with multiple housing problems are likely to be experiencing housing cost burden and crowding, since incomplete kitchen/plumbing facilities are rare. It is not known how many of these households are UNI students vs. non-student households that live in crowded conditions out of necessity or preference.



Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

No Census tract has a "concentration" of specific racial or ethnic minorities according to HUD's definition (10 percentage points higher than the citywide percentage). However, Census tract 23.04 (College Hill area) has the highest percentage of racial and ethnic minorities (11.8 percent and 4.0 percent, respectively, compared to 7.1 percent and 2 percent citywide).

What are the characteristics of the market in these areas/neighborhoods?

This Census tract is near the University of Northern Iowa, and includes a substantial supply of private rental housing occupied by students – which likely explains its relatively high racial and ethnic diversity. The homeownership rate is only 52.1 percent, compared to 64.6 percent citywide. The overall housing stock in this Census tract tends to be older, while the share of housing structures with 20 or more units (15.9 percent) is about double the citywide rate. The percentage of homeowners without mortgages is relatively high (46.7 percent, compared to 36.6 percent citywide), suggesting a relatively high share of older homeowners who have paid off their mortgages. Median monthly housing costs for renters and owners with mortgages are lower in this Census tract than citywide, but are somewhat higher for owners without mortgages. A higher share of renters (61.6 percent, compared to 47.2 percent) pay 35 percent or more of their incomes on housing, which may reflect the presence of students (whose education loans are not counted as income).

Community feedback about this area indicates concerns about the prevalence of deteriorated properties, many of which are rentals. Much of the rental stock is in older structures converted from single-family homes. Many residents believe the rents charged for deteriorated units in this neighborhood are unreasonably high. Additionally, residents are concerned about crime and disruptions associated with the high student population. Because of these issues, community feedback indicates that some older residents are being displaced, and the neighborhood is not considered family-friendly. This led the City to change its rental review process and requirements in 2015, in hopes to counteract these issues and improve rental property conditions.

Are there any community assets in these areas/neighborhoods?

The College Hill area has shopping, dining, and nightlife opportunities that are geared toward college students but may appeal to other residents, especially younger demographics. Its proximity to the University also offers educational and cultural opportunities, such as plays, concerts, art exhibits, and lectures. This neighborhood includes the Hearst Center for the Arts, and also has some older homes with historic value.

Are there other strategic opportunities in any of these areas?

Since the College Hill area has commercial and entertainment draws for young adults, and an abundance of older housing, the Cedar Falls Comprehensive Plan (2012) and Strategic Plan (Future Forward Cedar Falls 2025) recommends that this neighborhood be targeted for mixed-use development to expand housing opportunities and spaces for businesses and artists to establish themselves. The City anticipates implementing this recommendation by conducting visioning exercises and revising zoning regulations in College Hill to accommodate mixed-use development. The City may update the College Hill Overlay District zoning to meet this vision with new development or re-development, while protecting public health, safety, and welfare.

The planned College Hill visioning and zoning updates are part of a broader effort that includes downtown Cedar Falls and adjacent neighborhoods that are among the City's oldest. The intention is to accommodate the compact,

mixed-use nature of the development that has historically occurred in these neighborhoods, and to maintain them as vibrant, functional, interconnected hubs of City life.

Strategic Plan

SP-05: Overview

The purpose of the Cedar Falls Strategic Plan is to outline a five-year course of action that the City may follow when implementing their Community Development Block Grant (CDBG) Entitlement Program. Said Strategic Plan will identify priorities, needs, market conditions, and define goals and action strategies, and is intended to address the Needs and Market Assessments that are part of the City's overall Federal Fiscal Year (FFY) 2019-2023 Consolidated Plan.

The City of Cedar Falls provides funding to four general programs including: housing development programs, economic and community development programs, neighborhood or area programs, and planning and administrative programs. Needs in these areas are designed to increase opportunities for low-and-moderate income households to identify the availability of decent housing, safe and suitable living environments and provide economic opportunities. As an overarching need, the community identified affordable housing, which is quality and lower priced, when compared to the existing housing market in the city.

SP-10: Geographic Priorities 91.215(a)(1)

The City of Cedar Falls will focus its resources, budget and staff, in the areas deemed in greatest need of improvement. Specifically, the City will use information and resources at its disposal for defining these areas, including but not limited to neighborhoods, census tracts and block groups, adopted urban renewal areas, and/or other geographic areas identified in the City's Comprehensive Plan, Zoning Ordinance, Overlay Districts, and renewal or revitalization boundaries, all within the City of Cedar Falls' incorporated area.

The City will expend all CDBG resources under one of three National Objectives: Benefit to Low-and-Moderate Income persons; Aiding in the Prevention or Elimination of Slums or Blight; or Meeting Community Development Needs having a Particular Urgency. This final objective is defined as those needs, that because of existing conditions, pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs. Implementation of the City's programs will be applied in one of two methods, citywide or in low-to-moderate income areas. Further, this section of the Strategic Plan integrates the Analysis of Fair Housing Impediments into the planning process. Specifically, the recommendations and actions of the AFH are being tied to goals and objectives of this plan.

Citywide:

The City of Cedar Falls will allocate housing rehabilitation and repair funds on a citywide basis. Homeowners may apply directly to the City for funding, which the city prioritizes on a first qualified, first served basis. A written application, income verification, and inspection will follow, assuming the owner meets income guidelines. After need is determined, the scope of work is to be defined and either bid (rehab projects) or procured using small bid guidelines established by the city. The City's Housing Commission reviews and recommends all suitable projects to the City Council for approval. Thereafter, contracts are executed by the parties and work is completed, with approvals and reimbursements being made available to contractors during and at the end of the process.

Services provided, on behalf of the City, by agencies or organizations are also to be offered citywide. The underlying reason for funding these services is to prevent the possibility of homelessness. Eligible services will be consistent with CDBG guidelines, and may include, but not be limited to: healthcare, financial literacy and counseling, sheltering, transportation, nutrition, substance abuse, and family and children's counseling services.

New programs, such as down-payment assistance, first-time homebuyers, and Housing Choice Voucher changes may also be implemented citywide. Also, all related planning and program administration are intended to be offered citywide.

LMI Area Benefit (See Attached Map):

LMI Area Benefit Projects will be implemented in Census Tracts and Block Groups currently reporting income levels at or below 80% of Area Median Income (AMI). There are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. Categories of projects that are targeted include: neighborhood infrastructure, transportation, park and recreation, demolition and clearance, and accessibility (pedestrian) projects.

Application of the <u>Waterloo and Cedar Falls Analysis of Impediments to Fair Housing Choice</u> (2014 and 2019 Draft) Recommendations and Actions

An analysis of Fair Housing Impediments was completed in 2014, and being currently updated, for the Waterloo-Cedar Falls HOME Consortium, at about the same time as the current Consolidated Plan was being completed. A draft of the Analysis is scheduled to be updated concurrently with the new 2019-2023 Consolidated Plan. Because the recommendations made in the Analysis, both the 2014 version and 2019 draft, are still relevant, the Analysis will be used when evaluating the effectiveness of fair housing initiatives for the next five years. The actions, outlined specifically for Cedar Falls, are enumerated below and will be used for this planning process.

Public Sector Impediments: Market Based

- 1. Limited English-Speaking Population. Conduct a four-factor analysis to determine which current systems for interpretation and translation are adequately serving the community. Ending with a Language Access Plan.
- 2. Focus CDBG funding on the provision of affordable rental units.
- 3. Consider a renter-focused CDBG-funded affordable housing project.
- 4. Planning departments in Consortium work together to arrange for a workshop for developers and landlords to broaden awareness of the concepts of universal design.
- 5. Provide incentives for employment training and apprenticeships aimed at residents of racially-impacted neighborhoods.
- 6. Target homeownership counseling to residents of impacted neighborhoods.

Public Sector Impediments: Policy Based

- Cedar Falls Human Rights Commission outreach project. Determine viability of using CDBG funds to support an outreach project. Empower the Commission to enforce fair housing laws rather than referring residents to the Iowa Civil Rights Commission
- 2. Consortium should continue to engage in regional planning efforts to most efficiently match bus lines and stops with jobs, housing, and amenities.

Private Sector Impediments: Market Based

- 1. Consortium should consider testing for mortgage discrimination by a qualified entity in order to more effectively target education, outreach, referral, and enforcement activities.
- 2. Apply for a grant for another round of testing, with particular emphasis on race and disability, should be considered by the Consortium.

3. Legal review of nuisance and rental inspection ordinances to ensure whether enforcement is consistent with applicable fair housing laws.

SP-25: Priority Needs 91.215(a)(2)

As a result of input from focus group participants, community survey responses, elected officials, and staff, the City has identified housing, community and economic development, homelessness, supportive social and educational service needs, directly and indirectly impacting affordable housing, infrastructure, public services and homelessness prevention. The priority needs for the life of this Consolidated Plan and Strategic Plan (FFY 2019-2023), are listed below, and identified by "CP" in the table. By way of comparison, actions from the 2014 Analysis of Fair Housing Impediments are measured against the Consolidated Plan needs and integrated into the table as well and identified as "AFH" in the table.

1	Priority Need Name	Maintaining Existing Affordable Housing
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals:	CP: Maintain Affordable Housing: Owner Occupied
	CP: Consolidated Plan	CP: Maintain Affordable Housing: Renter Occupied
	AFH: Analysis of	CP: Preserve Existing Affordable Housing Through Code Enforcement
	Impediments to Fair	AFH: Focus CDBG Funding on Affordable Rental Units
	Housing Choice	AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
		AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Preserve existing affordable housing stock in the community through
		rehabilitation, repair, safety or health-related abatement measures.
	Basis for Relative Priority	Focus groups, community survey, and City input
2	Priority Need Name	Increasing Affordable Housing Units
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals:	CP: Maintain Affordable Housing: Owner Occupied
	CP: Consolidated Plan	CP: Maintain Affordable Housing: Renter Occupied
	AFH: Analysis of	AFH: Joint Workshop on Universal Design
	Impediments to Fair	AFH: Focus CDBG Funding on Affordable Rental Units
	Housing Choice	AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
	Description	Increase the number of housing units in the community that are considered affordable.
	Basis for Relative Priority	Focus groups, community survey, City input
3	Priority Need Name	Ensuring Fair Housing for Residents
	Priority Level	High
	Population	Extremely Low and Low-Income Households
	Geographic Area Affected	Citywide
	Associated Goals:	CP: CDBG Planning and Administration
	CP: Consolidated Plan	AFH: Conduct Interpretation and Translation Analysis
	AFH: Analysis of	AFH: Joint Workshop on Universal Design
	Impediments to Fair	AFH: Target Homeownership Counseling to Residents of Impacted
	Housing Choice	Neighborhoods
		AFH: Human Rights Commission Empowerment and Outreach Project
		AFH: Test for Mortgage Discrimination; Apply for Grant to Test Validity
		AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Enforce and implement affirmative fair housing certification, anti-displacement
		and relocation plan, acquisition and relocation requirements, lead-based paint
		protection including remediation, and anti-discrimination laws
	Basis for Relative Priority	Focus groups and community survey

4	Priority Need Name	Supporting Services for Homeless, Near-Homeless, Special Needs and Populations
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals:	CP: Provide Access to Transportation
	CP: Consolidated Plan	CP: Prevent Homelessness Through Agency and Organizational Support
	AFH: Analysis of	AFH: Incent Employment Training and Apprenticeships for Residents of Impacted
	Impediments to Fair	Neighborhoods
	Housing Choice	
	Description	Offer support service, either directly through the city or contracting agencies, for persons that are homeless, near homeless, have special needs, or that are transitioning from institutional settings such that they do not become homeless
	Basis for Relative Priority	Focus groups, community survey, and City input
5	Priority Need Name	Providing Family and Children's Services
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals:	CP: Prevent Homelessness Through Agency and Organizational Support
	CP: Consolidated Plan	CP: Provide Access to Transportation
	AFH: Analysis of	AFH: Target Homeownership Counseling to Residents of Impacted
	Impediments to Fair	Neighborhoods
	Housing Choice	
	Description	Support agencies and organizations that offer healthcare, substance abuse
	-	counseling and treatment, financial literacy and counseling services, sheltering,
		basic needs such as food, and other services in order prevent homelessness.
	Basis for Relative Priority	Focus groups, community survey, and City input
6	Priority Need Name	Promoting Infrastructure Development
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals:	CP: Improve Infrastructure and Accessibility
	CP: Consolidated Plan	CP: Demolition and Clearance
	AFH: Analysis of	CP: Provide Access to Transportation
	Impediments to Fair	CP: Neighborhood Infrastructure Improvements
	Housing Choice	CP: Neighborhood Recreational Amenities
		AFH: Focus CDBG Funding on Affordable Rental Units
	Description	Provide infrastructure (i.e. street, water, sanitary sewer, storm sewer, drainage,
		parking, trees) to areas that may be identified as LMI areas by the Census Bureau
	Basis for Relative Priority	Community survey and City input
7	Priority Need Name	Promoting Neighborhood Development
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals:	CP: Neighborhood Infrastructure Improvements
	CP: Consolidated Plan	CP: Demolition and Clearance
	AFH: Analysis of	CP: Provide Access to Transportation
	Impediments to Fair	CP: Neighborhood Accessibility Improvements
	Housing Choice	CP: Neighborhood Recreational Amenities
		AFH: Focus CDBG Funding on Affordable Rental Units

	1	T 1
		AFH: Regional Transit Planning Matching Service with Jobs, Housing, and
		Amenities
		AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	In order to stem possible neighborhood erosion, the City will work to offer
		infrastructure, amenities, and services in targeted neighborhoods, as identified
		by the Census Bureau as being LMI areas.
	Basis for Relative Priority	Focus groups, community survey, and City input
8	Priority Need Name	Supporting Economic Development, Business Opportunities and Commercial
	5	Building Redevelopment
	Priority Level	Moderate
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals:	CP: Neighborhood Infrastructure and Accessibility
	CP: Consolidated Plan	CP: Demolition and Clearance
	AFH: Analysis of	CP: Provide Access to Transportation
	Impediments to Fair	AFH: Incent Employment Training and Apprenticeships for Residents of Impacted
	Housing Choice	Neighborhoods
		AFH: Regional Transit Planning Matching Service with Jobs, Housing, and
	Description	Amenities
	Description	Identify possible workforce for businesses and industries, as well as target areas
	Danie fau Dalatius Duianitus	where commercial redevelopment could occur
	Basis for Relative Priority	Focus groups, community survey and City input
9	Priority Need Name	Conducting Demolition and Clearance Activities
	Priority Level	Low
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals:	CP: Improve Infrastructure and Accessibility
	CP: Consolidated Plan	CP: Demolition and Clearance
	AFH: Analysis of	AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
	Impediments to Fair	AFH: Address Nuisance Property and Rental Inspection Ordinances
	Housing Choice	Clear lots for redevelopment
	Description Basis for Relative Priority	
10	,	Focus groups, community survey and City input
10	Priority Need Name	Providing Effective Planning and Administration
	Priority Level	High
	Population Congress Affords Af	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals	CP: Housing Administration
	CP: Consolidated Plan	CP: CDBG Administration
	AFH: Analysis of	AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
	Impediments to Fair	AFH: Address Nuisance Property and Rental Inspection Ordinances
	Housing Choice	AFH: Conduct Interpretation and Translation Analysis
		AFH: Joint Workshop on Universal Design
		AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities
	Description	Provide necessary administration and planning services, as well as complete all
	Description	reports, as required by the US Department of Housing and Urban Development
	Basis for Relative Priority	Focus groups, community survey, and City input
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Table 13 – Priority Needs

SP-30: Influence of Market Conditions 91.215(b)

Which market characteristics will influence use of TBRA, TBRA for non-homeless special needs; New Unit production, rehabilitation, and acquisition?

Affordable Housing	Market Characteristics that will Influence the Use of Funds Available for Housing
Type	Туре
Tenant-Based	The City of Cedar Falls has a shortage of housing units for low-and-moderate income
Rental Assistance	households (<80% of AMI), which is even more pronounced for households earning
(TBRA)	less than 50% of Area Median Income. In September 2018, the Housing Commission
	closed the Housing Choice Voucher waiting list, and it will remain closed until July
	31 st , 2019. Closure of the waiting list was publicly implemented. Unfortunately, the
	need for rent assistance continues to rise in the community.
Tenant-Based	The City manages a Housing Choice Vouchers (Section 8) program through an
Rental Assistance	internal agency. At this point, the City of Cedar Falls is not participating in a Housing
(TBRA) for Non-	Trust Fund, which could offer more TBRA assistance through at least two
Homeless Special	agencies/organizations (Operation Threshold and Exceptional Persons,
Needs	Incorporated). Both of these agencies may be working with Cedar Falls residents.
	However, with only limited funds and the high rent prices, the number of
	households assisted is limited.
New Unit	The City of Cedar Falls continues to support development of new affordable units.
Production	However, with the demand, much of which is driven by the University of Northern
	Iowa, housing ownership costs remain out-of-reach for many households.
	Conversely, senior housing continues to be a priority for the community, and at least
	two organizations are building senior housing, Western Home and New Aldaya.
Rehabilitation	Rehabilitation continues to be a need for Cedar Falls homeowners in certain areas of
	the community. The City is often maintaining a waiting list for both its owner-
	occupied rehabilitation and repair programs. With that said, rehabilitation is a
	challenging activity insomuch as obtaining agency clearances, project approvals, and
	identifying contractors that are able to complete the work on-budget and in a timely
	fashion.
Acquisition,	According to the Iowa Finance Authority, there are 5 privately-owned, subsidized
including	developments in Cedar Falls containing 360 units. Subsidies are either through Low
Preservation	Income Housing Tax Credits or Section 8 (See Section MA-10 of this Plan.).

Table 14 - Market Conditions

Due primarily to the high cost of housing in the community, which is tied directly to the price of land and infrastructure, the City of Cedar Falls is challenged to provide affordable housing. These factors, together with the demand for housing in the community, affect the price of housing. As an aside, the demand for housing in the community is influenced by the University of Northern Iowa, which is located in the community.

SP-35: Anticipated Resources 91.215(a)(4), 91.220(c)(1,2)

The City of Cedar Falls anticipates receiving Community Development Block Grant (CDBG) funding during FFY 2019 through FFY 2023. The uses of the funds include housing rehabilitation and repair, code enforcement, access to public services, public infrastructure and neighborhood improvements, clearance and demolition of property, and planning and administration.

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

The City of Cedar Falls encourages applicants and sub-recipients to obtain other public and private resources that address needs identified in the Consolidated Plan. In order to implement most of the projects identified in this Plan, it will require additional resources to complete said projects. During prior years, projects have leveraged other sources.

Description of how match requirements will be satisfied

There are no match requirements for CDBG funding under the Entitlement Program.

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

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

Anticipated Resources

A summary of anticipated resources for the CDBG Entitlement and Housing Choice Voucher (HCV) Programs is shown in the table below.

Program	Source of	Uses of Funds	Exp	ected Amou	nt Available Ye	ear 1	Expected	Narrative
	Funds		Annual	Program	Prior Year	Total:	Amount	Description
			Allocation:	Income:	Resources:	\$	Available	
			\$	\$	\$		Remainder of	
							Con Plan \$	
CDBG	Public/Federal	Housing Rehab and Repair, Agency	\$253,085	\$0	\$372,039	\$625,124	\$1,012,340	
		Assistance, Infrastructure			(Estimated)	(Estimated)	(Estimated)	
		Development, Community and						
		Economic Development Efforts,						
		Public Service Improvements,						
		Neighborhood Improvements,						
		Demolition/Clearance, Neighborhood						
		Access, Acquisition, Planning and						
		Administration						
HCV	Public/Federal	Rent Assistance	\$1,300,000	\$0	\$0	\$1,300,000	\$5,200,000	
	.,		(Estimated)	, -	, ,	(Estimated)	(Estimated)	

Table 15 – Anticipated Resource

SP-40: Institutional Delivery Structure 91.215(k)

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Cedar Falls	Government	Economic Development,	Jurisdiction
		Homelessness, Non-	
		Homeless Special Needs,	
		Homeownership	
		programs and	
		improvements,	
		Neighborhood	
		Improvements, Public	
		Facilities, Public Services,	
		Demolition/Clearance,	
		Planning and	
		Administration	
Iowa Northland Regional	Contractor	Public Administrative	Jurisdiction
Council of Governments		Contractor	

Table 16 - Institutional Delivery Structure

Strengths and gaps in the delivery system; how to overcome gaps

The strengths in the delivery system include the use of another experienced local public sector entity, INRCOG, to help the City of Cedar Falls implement their program. Further, working with the City of Waterloo has brought experience to this process. Together, both entities will help to improve the effectiveness of the program for the City and its residents

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV								
Homelessness Prevention Services											
Counseling/Advocacy	Х	X	Х								
Legal Assistance	Х		Х								
Mortgage Assistance	Х		Х								
Rental Assistance	Х	Х	Х								
Utilities Assistance	Х	Х	Х								
	Street Outreach	Services									
Law Enforcement	Х	Х									
Mobile Clinics											
Other Street Outreach Services	Х	X									
	Supportive Se	rvices									
Alcohol & Drug Abuse	Х	X	Х								
Child Care	Χ	X									
Education	Χ										
Employment and Employment											
Training	X	X									
Healthcare	Χ	X									
HIV/AIDS	Χ	X									
Life Skills	Х	X									
Mental Health Counseling	Х	X									
Transportation	Χ	X									
	Other										

Table 17 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

As noted above, the City supports several agencies that address the needs of those persons that are homeless. Also, the City is participating in the Black Hawk County Local Homeless Coordinating Board (LHCB). Finally, the Cedar Falls Section 8 Program (may also be known as the Low Rent Housing Agency or Cedar Falls Housing Authority) reduces the potential for homelessness by providing rent assistance in the form of Housing Choice Vouchers.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strengths regarding the current delivery system is that the City is financially supporting service providers that can accommodate special needs populations using their expertise and facilities, thus preventing duplication of services in the community. An additional strength is the sheer number of agencies, organization, and entities that can offer services to the community. Gaps include those caused by funding limitations and an apparent lack of service education for residents and provider coordination.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Cedar Falls Housing Commission and City staff will continue to work to provide strategies that minimize gaps in the service delivery system. As noted, the city works with multiple non-profit and private organizations to address a host of housing and non-housing community development needs and issues. The City, at this point, is planning to continue to fund agencies, as is practicable. Further, the City has discussed continuing the conversation between local government and the agencies, organizations, and entities that participated in the public input process within this plan.

SP-45 Goals 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Existing Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$172,500	Homeowner Housing Rehabilitated or Repaired: 11 Household Housing Units
2	Maintain Existing Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$201,820	Rental Housing Rehabilitated or Repaired: 6 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide and LMI Area Benefit	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$51,750	Apply Code requirements to residential units in LMI Areas: 375 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$189,800	Assist 7,500 Households; Low/Moderate Income Clientele Benefit
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development	CDBG: \$414,480	Assist 200 households in LMI Areas
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Prevent Homelessness and Offer Family and Children's Services Support Economic Development	CDBG: \$52,420	Assist 1,000 households or offer transit service extensions to LMI Areas
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$133,499	Assist 35 Households in LMI Areas

Sort	Goal Name	Start	End	Category	Geographic	Needs Addressed	Funding	Goal Outcome
Order		Year	Year		Area		Estimate	Indicator
8	Neighborhood	2019	2023	Non-Housing	LMI Area	Promote Neighborhood	CDBG:	Assist 150 Households
	Recreational			Community	Benefit	Development and	\$158,120	in LMI Areas
	Amenities			Development		Neighborhood		
						Infrastructure		
						Improvements		
9	Demolition and	2019	2023	Non-Housing	LMI Area	Demolition and Clearance	CDBG:	Buildings Demolished:
	Clearance			Community	Benefit		\$10,000	2 Buildings
				Development				
10	CDBG Planning and	2019	2023	Non-Housing	Citywide and	Provide Effective Planning	CDBG:	Not Applicable
	Administration			Community	LMI Area	and Administration	\$253,075	
				Development	Benefit			

Table 18 – Goals Summary

Goal Descriptions

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

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

Table 19 - Goal Descriptions

SP-45: Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

HOME 91.315(b)(2) refers to the State's goals, as opposed to the City of Cedar Falls' goals.

SP-50: Public Housing Accessibility and Involvement 91.215(c)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Consolidated Planning process did not include evaluation of the needs of public housing, attempt to increase engagement of public housing residents in the process, or address any "troubled" public housing agencies.

Encourage public housing residents to become more involved in management and participation in homeownership

Because there is no public housing, further involvement of residents was not part of this planning process.

Is Public Housing considered troubled in the jurisdiction

Again, because there is no public housing, there are no units or facilities considered "troubled" in the community

SP-55: Barriers to Affordable Housing 91.215(h)

Currently, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has demand for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern lowa student population, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with "greenfield" residential development (that which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with everincreasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said

housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community. Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

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

Strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, as identified in the Needs Assessment strategy

The City has reviewed the previously-discussed parking regulation several times since adoption. Knowing that hard-surfacing is an economic impact, the rental ordinance phased it in over six years. All hard-surfacing in rental unit driveways and parking areas will be completed by 2021. In addition, it appears likely the City's current zoning ordinance may undergo significant changes that may better serve affordable housing. Further, the City will continue to study its Housing Choice Voucher program and effectiveness of how to best manage the program for participants. Finally, the City will work with developers to identify possible areas or projects that could include affordable housing units, as part of developing a Housing Needs Assessment for the community.

SP-60: Homelessness Strategy 91.215(d)

Homelessness is monitored as part of the Continuum of Care (CoC) model, as implemented through the Black Hawk County Local Homeless Coordinating Board, which is comprised of public and private sector representatives, including local governments and non-profit organizations, schools, faith-based organizations, and service and advocacy agencies. Several CoC providers took part in the focus group sessions described in this plan.

With that said, the City of Cedar Falls also allocates the maximum allowable CDBG dollars for distribution to several agencies, as has been noted. As part of those allocations, the City conducts a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services they are able to offer to the City. Homelessness, prevention and avoidance of homelessness, is the overarching reason for providing CDBG funds to the selected

agencies. After award, but during the award year, the City then visits each agency to perform a monitoring of the services being offered to Cedar Falls residents. These monitoring visits are quite helpful for the City, insomuch, as they provide an opportunity for staff to become aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend the City's Housing Commission Meetings to discuss their program; offer insight regarding the needs, particularly those that are unmet, of Cedar Falls residents; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City has been funding an agency, the Salvation Army, for part of their operational expenses related to operating two homeless shelters. Second, the City funds two agencies such that they may offer specific training and education that may affect a household's housing situation, by hopefully offering resources regarding financial management, abuse, and family relationships. Examples include Consumer Credit Counseling and Family and Children's Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling through two agencies, the Visiting Nurses Association and Pathways Behavioral, Incorporated. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the Northeast Iowa Food Bank and Food Pantry. As was expected, resident needs outpaced the amount of funding the City was able to offer the agencies through the CDBG program alone. Nevertheless, the City intends to continue funding agencies that offer ancillary services to its residents with the goal of preventing or minimizing homelessness.

Strategy for reducing and ending homelessness through reaching-out to homeless persons, particularly those unsheltered persons) and assessing their individual need

Needs of the homeless are identified through the Black Hawk County Local Homeless Coordinating Board. This advocacy group shares information regarding homeless needs and services. The Board serves as a large partnership for service providers, policy makers, and administrators for addressing housing and homeless services in the area. In addition, the Salvation Army and Northeast Iowa Food Bank have provided services directly to persons that may be homeless or in danger of becoming homeless, on behalf of the City. Finally, the City of Cedar Falls is always open to developing new partnerships and strategies designed to address homelessness.

Strategy for reducing and ending homelessness through emergency shelter and transitional housing needs of homeless persons

The City of Cedar Falls uses CDBG funds to address homelessness through funding of agency shelters, most recently the Salvation Army Women's and Children's Shelter, as well as five other agencies that indirectly affect homelessness. The Shelter used the funds provided during this past year to finance rehabilitation work to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing, as well as offers emergency assistance to those persons affected by disasters.

Strategy for reducing and ending homelessness through helping homeless persons that could make the transition to permanent housing and independent living, including shortening the length of time homelessness is experienced; homeless relapse prevention

The City will work with an agency that will offer shelter for persons in need, most notably those persons that may be homeless. For example, the Salvation Army Shelter provides case management and supportive services to assist homeless persons make the transition to permanent, stable housing. As previously noted, the City of Cedar Falls has a sub-recipient agreement with Consumer Credit Counseling Services to provide budget and credit counseling, foreclosure prevention counseling, and home ownership counseling to low-and-moderate income Cedar Falls residents in order to prevent homelessness, as well.

Strategy for reducing and ending homelessness after being discharged from publicly funded institutions and systems of care; addressing housing, health, social services, employment, education, or youth needs. In order to prevent homelessness, the City will participate in the Black Hawk County Local Homeless Coordinating Board, as well as address other systems of care. Again, the City of Cedar Falls has provided awards to six agencies

that offer services to residents. By doing so, the cost of these services is paid by the City, as opposed to residents, which in turn, helps stretch the budgets of served persons and prevent or minimize the threat of becoming homeless. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten housing status or the immediate and/or basic needs of the assisted household. As an aside, any agencies funded will be classified as serving LMI Limited Clientele populations.

CDBG funds are used to fund home healthcare to low income elderly and disabled residents. These services allow medically needy residents to remain in their homes even when assisted living in required. Funds are also provided for providing counseling services to families and youth. Also, on provider has a Parent Connection Program that provides parent education, social support and access to community resources through trained staff that meet weekly for a minimum of ninety minutes. In addition, substance abuse treatment is offered, through a contracting agency, by the City for persons in need, and the regional food bank provides foodstuff for households in need of nutrition. Finally, as indicated above, the City intends to consider funding financial literacy and household budgeting courses and assistance, as well as financial management services, to residents.

SP-65: Lead-Based Paint Hazards 91.215(i)

Actions to address lead-based paint hazards and increased access to housing without lead-based hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead- based paint clearance testing on the housing rehabilitation projects in Cedar Falls. If abatement work is completed, the entire property/project is cleaned. At least one hour after the final cleaning a certified inspector does a visual examination to ensure there are no paint chips, dust, debris, or bare soil. The inspector then takes a dust sample from the window troughs, windowsills, and floors. The sampling is then tested in accordance with the HUD guidelines. In addition, per unit rehab budgets also include funds for relocation of families impacted by lead, as well as for addressing lead hazards such that units can be considered safe.

Actions to address how lead-based hazard are related to the extent of lead poisoning and hazards

The City will continue to include lead-based hazard prevention measures in its program, including identification, testing, relocation, and remediation actions. Applicants, as a means of education, are also provided the lead paint brochure "Protect Your Family from Lead Paint in Your Home". This brochure explains the dangers of lead in the home. Households receiving assistance through the Housing Choice Voucher program are also advised of lead hazards and units built prior to 1978 are assessed for lead hazards.

How will the plan for reduction of lead-based hazards be integrated into housing policies and programs?

As noted above, lead-based hazard reduction measures are included in all housing rehabilitation projects, the Housing Choice Voucher program, specifically in actions and budgets. These efforts will continue during the lifespan of this plan.

SP-70: Anti-Poverty Strategy 91.215(j)

Goals, program and policies for reducing the number of poverty-level families

The City of Cedar Falls is interested in retaining as well as improving the abilities of its workforce, which includes encouraging job skill development, job training, education, and other program opportunities that may arise, as a means of supporting self-sufficiency and reducing poverty. This includes working with its local businesses and industries and economic development professionals to do so. In addition, the City will work with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency

food and shelter.

Goals, program and policies for producing and preserving affordable housing will be coordinated with other programs designed to serve persons at the poverty level

The City staff, and/or their contractor(s), will be tasked to coordinate the services provided under the CDBG Entitlement, HOME, and Housing Choice Vouchers Programs with other programs designed to serve persons at the poverty level. Specifically, the City is hoping to develop a forum that would include the public sector and the agencies offering services to the community, which would be designed as a continuation of the discussions that occurred during the focus group meetings that were part of this planning effort.

Community outreach is key in enhancing coordination between public and private housing and social service agencies. INRCOG staff, which helps the City manage the CDBG Entitlement Program, attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

SP-80: Monitoring 91.230

Describe the standards and procedures that will be used to monitor activities carried out in furtherance of the plan and ensure long-term compliance with requirements of the programs involved, including comprehensive planning requirements

The City of Cedar Falls uses numerous methods of ensuring the projects funded under the CDBG Entitlement program comply with federal standards and requirements, including the National Objectives for the CDBG Program. Further, said monitoring will utilize this plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community. In short, expenditure of funds will be consistent with the goals outlined in both planning documents.

All direct housing rehabilitation and repair projects will be conducted according to prescribed requirements, including written applications, income verifications, procurement, contracting, inspections, and closeout procedures. Only low-to-moderate income households will be assisted.

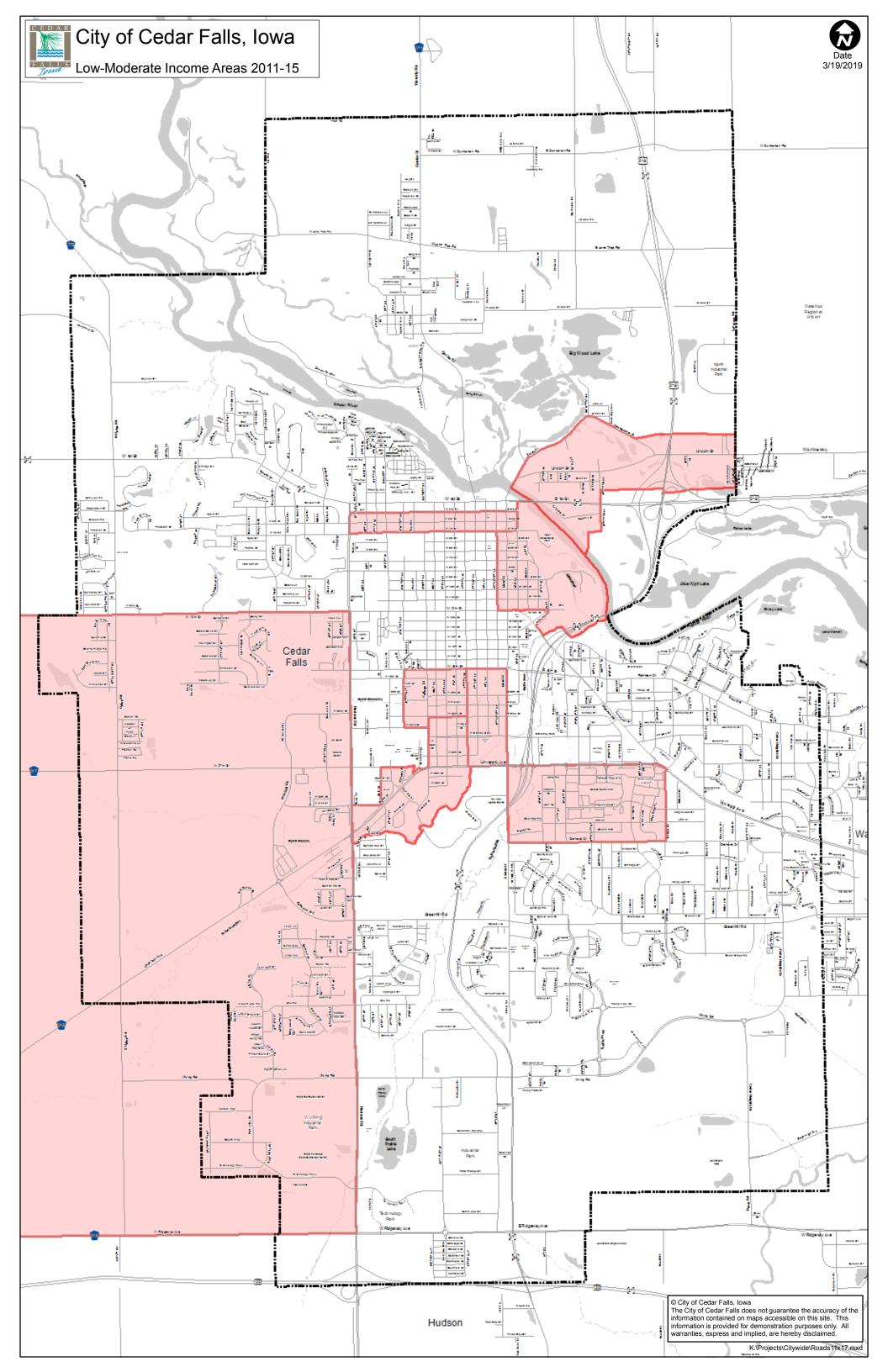
Any agencies receiving funding will be required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. The City of Cedar Falls intends to continue working with public service agencies and nonprofit organizations to ensure it is reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential atrisk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents. Low-and-moderate income limited clientele services will be assisted, as is allowed.

City-directed projects will be implemented according to CDBG eligibility, monitoring, and reporting requirements. This will include all neighborhood projects, the scope of which shall be limited to low-and-moderate income areas, as defined by the US Census Bureau.

Finally, the Housing Commission and City Council will review and approve this Consolidated Plan, each Annual Action Plan adopted under this Consolidated Plan, as well as each Consolidated Annual Performance and Evaluation Report (CAPER), which summarizes the accomplishments and efforts made under the CDBG Entitlement Program, all after conducting the required, appropriate public input processes outlined in the City's Public Participation Plan.

All CDBG funds expended will be subject to the US Department of Housing and Urban Development and the City's

auditing and monitoring processes. In addition, planning and administrative work performed by INRCOG are subject to its independent auditing and records inspections processes as well.





CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2019 (CITY FISCAL YEAR 2020) ANNUAL ACTION PLAN-AMENDMENT #2
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FORMULA FUNDING (CV-3)

COMMENT PERIOD PUBLICATION (5-day public comment period, per Citizen Participation Plan): COMMENT PERIOD: November 9th, 2020 through November 16th, 2020 Publication Date: November 4th, 2020 (<u>Waterloo-Cedar Falls Courier</u>)

HOUSING COMMISSION (PUBLIC) MEETING ON:

November 10th, 2020

Publication Date: November 6th, 2020 (Waterloo-Cedar Falls Courier)

CITY COUNCIL (PUBLIC) MEETINGS ON:

November 2nd, 2020 (Council sets public hearing November 16th, 2020)
Public Hearing Publication Date: November 6th, 2020 (<u>Waterloo-Cedar Falls Courier</u>)
November 15th, 2020 (<u>Waterloo-Cedar Falls Courier</u> Article regarding potential award of funds)
November 16th, 2020 (Adoption) (After a properly noticed public hearing was conducted)

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$253,085 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2019. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of	Uses of Funds	Expe	cted Amou	nt Available Ye	ear 1	Expected Amount	Narrative
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Available Remainder of Con Plan \$	Description
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Public Service Improvements, Demolition/Clearance, Neighborhood Access, Neighborhood Improvements, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
CDBG (CV-1)	Public/Federal	Housing Rehab and Repair, Agency Assistance, Planning and Administration	\$160,662	\$0	\$0	\$160,662	\$0	
CDBG (CV-3)	Public/Federal	Agency Assistance, Planning and Administration	\$157,775	\$0	\$0	\$157,775	\$0	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 1 - Goals Summary

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

will be satisfied

CDBG funds will be used to provide rehabilitation and repair grants for single family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Code Enforcement, Neighborhood Infrastructure Improvements, Neighborhood Accessibility Improvements, and Neighborhood Recreational Improvements, and transportation services or amenities in low-to-moderate income areas of the community.

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

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

Annual Goals and Objectives

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

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome Indicator
Order		Year	Year		Area	Addressed	Estimate	
1	Maintain	2019	2023	Affordable	Citywide	Maintain	CDBG:	Homeowner Housing Rehabilitated or Repaired:
	Affordable			Housing		Existing	\$116,500	6 Household Housing Units
	Housing: Owner					Affordable		
	Occupied Units					Housing		
2	Maintain	2019	2023	Affordable	Citywide	Maintain	CDBG:	Rental Housing Rehabilitated or Repaired:
	Affordable			Housing		Existing	\$101,320	3 Household Housing Units
	Housing: Renter					Affordable		
	Occupied Units					Housing		
3	Preserve Existing	2019	2023	Affordable	Citywide	Maintain	CDBG:	Apply Code requirements to residential units in
	Affordable			Housing		Existing	\$10,000	LMI Areas:
	Housing through					Affordable		75 Households Assisted
	Code					Housing and		
	Enforcement					Promote		
						Neighborhood		
						Development		
4	Prevent	2019	2023	Affordable	Citywide	Prevent	CDBG:	Public Service Activities Other than LMI Housing
	Homelessness			Housing	,	Homelessness	\$205,092	Benefit: 6,030 persons assisted
	Through Agency			J		and Offer Family	, ,	Homeless person overnight shelter: 40 persons
	and ,					and Children's		assisted
	Organization					Services		
	Support							
5	Neighborhood	2019	2023	Non-Housing	Citywide	Promote	CDBG:	Public Facility or Infrastructure Activity, other
	Infrastructure			Community	and LMI	Infrastructure	\$251,820	than LMI Housing Benefit: 375 persons assisted
	Improvements			Development	Area Benefit	Development		

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome Indicator
Order		Year	Year		Area	Addressed	Estimate	
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$106,909	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 80 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$50,000	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 135 persons assisted
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: O Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$101,920	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

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

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

Table 3 - Project Information

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

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

The primary barrier for assisted households is, and has been, the price of housing. Further, the resources available for the program outlined in this plan have been static, or even declining in some years. Conversely, the regulations and requirements associated with funded projects have increased along with administrative expenditures

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$116,500 (Estimated)
	Description	Rehabilitation of Owner Occupied Units; LMI Households
	Target Date	6/30/2020
	Estimate the number and	Approximately 6 households will benefit from the CBBG Rehabilitation
	type of families that will	Program
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to)
		repair or replacement of the mechanical systems, roofs, doors, foundations,
		structural repair, wall and attic insulation, interior wall panels, windows and
		siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$101,320 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2020
	Estimate the number and	Approximately 3 households will benefit from this limited CDBG
	type of families that will	Rehabilitation Program
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to)
		repair or replacement of the mechanical systems, roofs, doors, foundations,
		structural repair, wall and attic insulation, interior wall panels, windows and
		siding.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$10,000 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI
		areas.
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 75 households in Cedar Falls.
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide
		Family and Children's Services
	Funding Target	CDBG: \$205,092 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 6,030 persons in the Cedar Falls area.
	type of families that will benefit from the proposed activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
ĺ	Planned Activities	Offer eligible services, through contracting agencies and organizations,
		which could prevent homelessness in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$251,820 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer
		service, to LMI areas. Street, water, stormwater management, and drainage
		improvements may also be funded.
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 375 persons in the Cedar Falls area.
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial
		Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 0 people in the Cedar Falls area.
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes
		and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$106,909 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 80 persons in the Cedar Falls area.
	type of families that will	, , , ,
	benefit from the proposed	
	activities	
	Location Description	LMI Areas
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will
		connect LMI households to service agencies, organizations, educational,
		recreational facilities, and employment opportunities and centers. Projects
		will be completed in residential neighborhoods using sidewalk, curb
		cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$50,000 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities
	•	located in parks or other public property in LMI areas of the community
	Target Date	6/30/2020
	Estimate the number and	This activity will benefit approximately 500 persons in the Cedar Falls area.
	type of families that will	
	benefit from the proposed	
	activities	
	Location Description	LMI Areas
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in
		local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls
	-	City limits by demolishing and clearing dilapidated buildings and structures
		in the community
	Target Date	6/30/2020
	Estimate the number and	Demolition of approximately 0 dilapidated units in the City
	type of families that will	
	type of families that will	
	type of families that will benefit from the proposed	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City	
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas;	
		Aid in the prevention or elimination of slums or blight	
10	10 Project Name CDBG Planning and Administration		
	Target Area	City of Cedar Falls (Citywide)	
	Goals Supported	All of the AAP goals are supported by this function or activity	
	Needs Addressed	Provide Effective Planning and Administration	
	Funding Target	CDBG: \$101,920 (Estimated)	
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds	
	Target Date	6/30/2020	
Estimate the number and Not Applicable		Not Applicable	
	type of families that will		
	benefit from the proposed		
	activities		
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)	
	Planned Activities	Administrative and planning activities, associated with the CDBG program	
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas;	
		Aid in the prevention or elimination of slums or blight	

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

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

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

Geographic Distribution

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

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under activities 1, 2, and 6, and it plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for activities 3, 5, 7, 8, and 9 shown above. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. These areas may receive funding assistance for improving infrastructure, transportation connectivity, and park and recreational amenities and services.

Discussion

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

The City was unable to amend the table in this section. With that said, for the life of this Annual Action Plan, the City has projected that it will expend 19 percent of its budget on specific low-and-moderate income households under its homeowner and rental rehabilitation programs citywide, while planning to expend 67 percent of its overall budget for LMI area benefit projects. Public service support citywide is projected to be six percent and planning and administration eight percent.

AP-55 Affordable Housing Goals – 91.220(g)

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

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

Table 6 – Goal Description

AP-60 Public Housing - 91.220(h)

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

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

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend a City Housing Commission Meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household's needs, by hopefully offering resources regarding financial management, abuse, and family relationships, credit counseling and Family and Children's Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the regional food bank. As is generally expected, resident needs outpace the amount of funding the City is able to offer the agencies through the CDBG program alone.

AP-70: HOPWA Goals – 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

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

Currently, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has demand for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City's ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second,

housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with "greenfield" residential development (that which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with everincreasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community. Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

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

AP-85 Other Actions - 91.220(k)

Introduction

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

Actions planned to address obstacles to meeting underserved needs

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding has also been provided to provide financial education classes and planning, as well as family support services and provide rent and mortgage assistance. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

Actions planned to reduce lead-based paint hazards

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

Actions planned to develop institutional structure

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

structure associated with administering the HOME Program.

Actions planned to reduce the number of poverty-level families

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

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

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

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

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

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

Other CDBG Requirements

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

70.00%

0

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

The City of Cedar Falls is not a direct HOME recipient. It is part of a consortium with the City of Waterloo, Iowa.

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

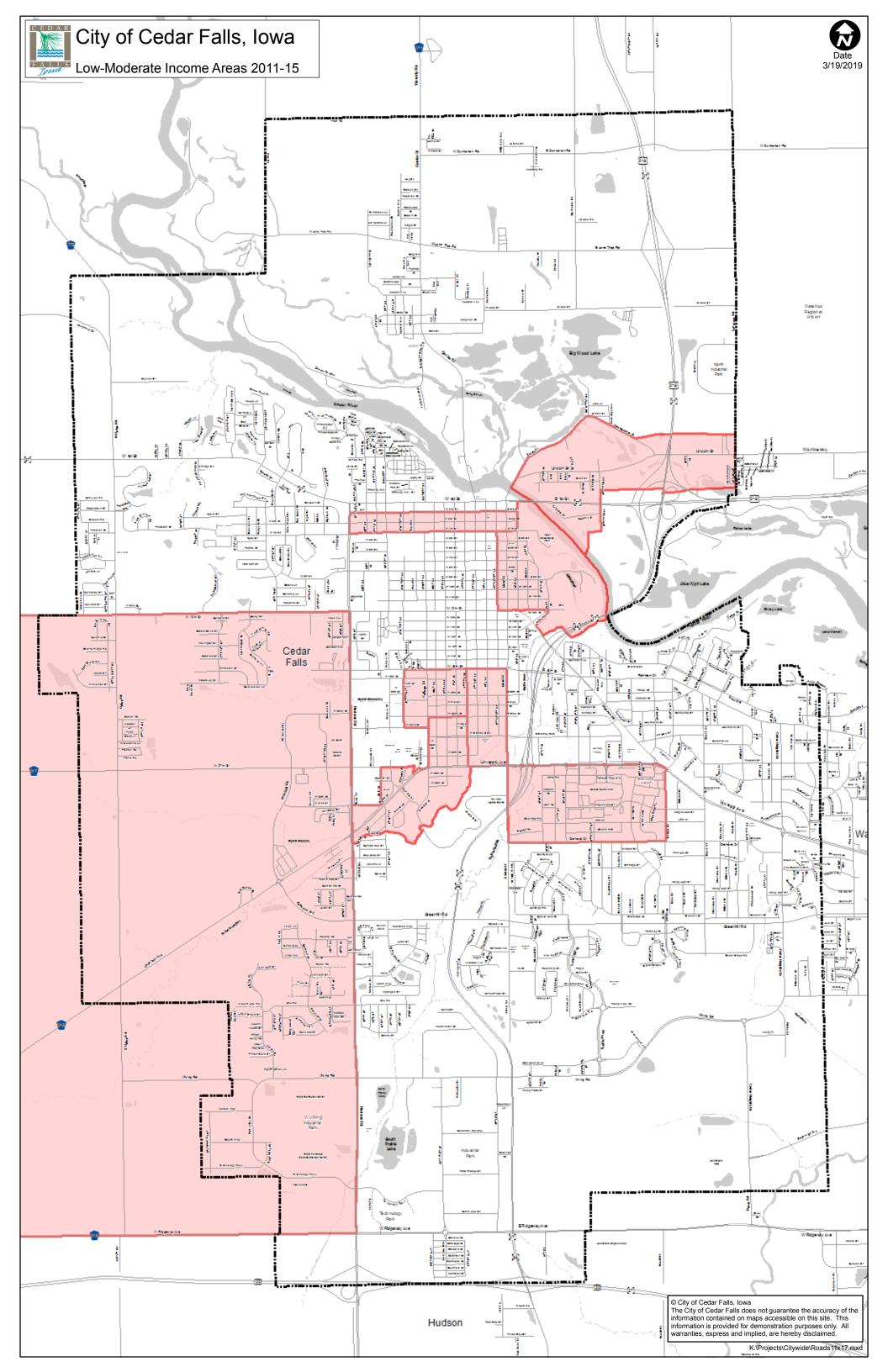
The City of Cedar Falls is not an ESG recipient.

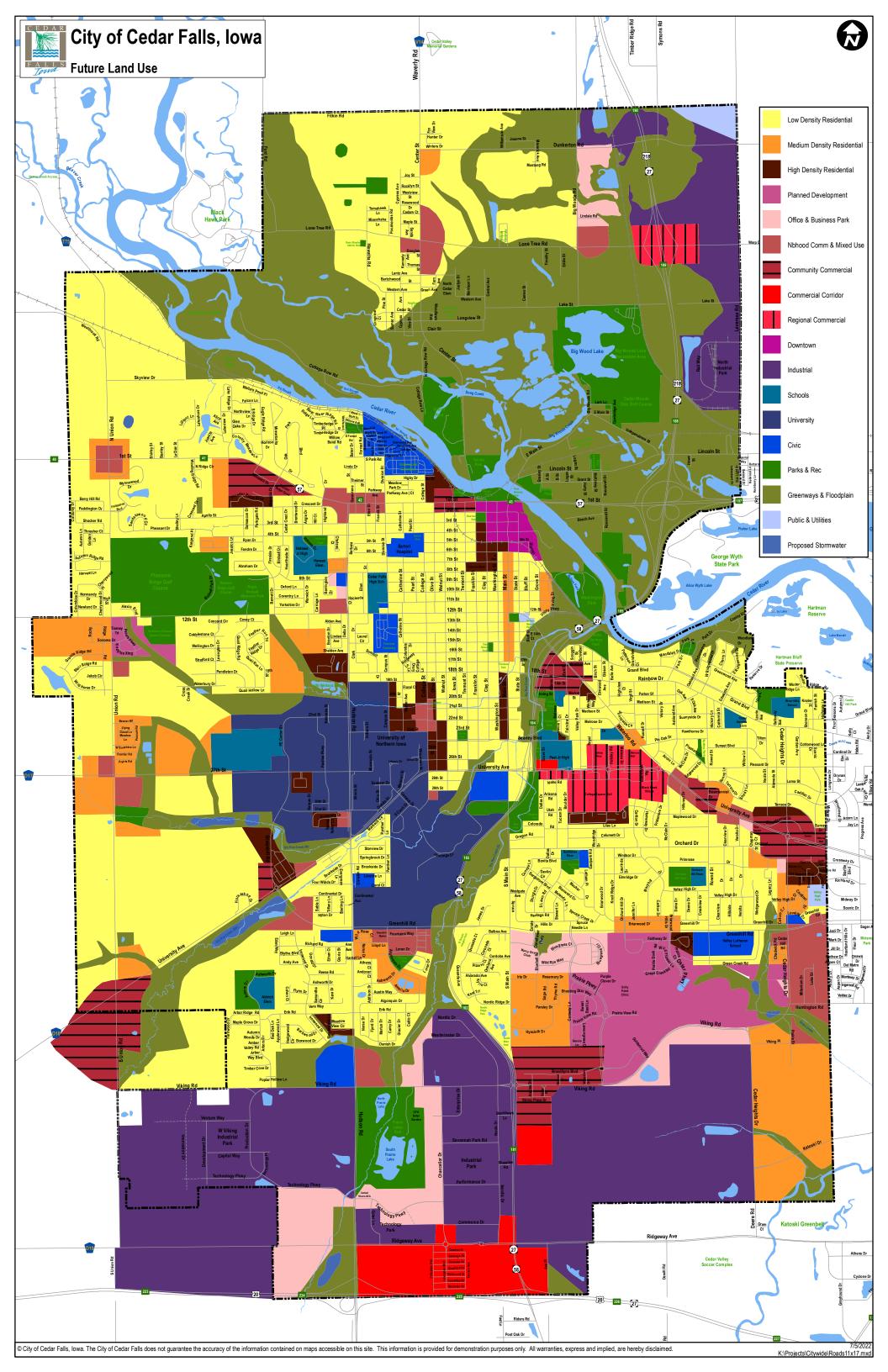
AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

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

The City of Cedar Falls does not administer HTF funds.







DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 Phone: 319-273-8600 Fax: 319-273-5126

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MEMORANDUM

Administration Division

TO: Mayor Robert M. Green and City Council

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

DATE: July 11, 2022

SUBJECT: Public Hearing on Status of Funded Activities for State Award of CARES

Act Community Development Block Grant Funds (CDBG-CV2)

In May 2020, funding was allocated to Cedar Falls from the CARES Act CDBG funds the State received (referred to as CDBG-CV2, to distinguish from other CARES Act funding the City has received through CDBG). The State proportionally allocated some of the CARES Act CDBG funding they received to CDBG Entitlement Communities. Cedar Falls was allocated \$369,432. In January 2021, the City entered into a contract for a majority of the funds, subsequently completing amendments in August 2021 and April 2022. We have submitted four requests for reimbursement, for approved activities in the agreement. Through the fourth claim we have claimed nearly 61% of our total award. The State requires a public hearing on the status of funded activities once a project is reported at 50% complete.

Following is an updated summary of the CDBG-CV2 allocation of funds and total spent. All activities are using 100% CDBG-CV2 funds, there are no matching dollars.

	Amount	Project Delivery	Total Allocated	Total Spent (Claims 1-4)	Percent of Activity	Percent of Total Grant
Service Agencies	\$ 134,800.00	\$ 17,092.00	\$ 151,892.00	\$17,036.91	11%	5.16%
City	\$ 83,446.71	\$ 8,342.00	\$ 91,788.71	\$64,190.76	70%	19.43%
Schools	\$ 111,152.00	\$ 14,592.00	\$ 125,744.00	\$119,031.33	95%	36.03%
			\$ 330.406.71	\$200.258.99		60.61%

A general description of remaining work is as follows:

Service Agencies

This activity has seen the least activity. Following is a listing of the contracts executed and the anticipated use of funds. An additional column reports their progress. The April 2022 amendment added a new service agency to the list: Operation Threshold. Staff has reached out to the agencies to confirm if services are being provided or if the contract may need to be revised or terminated.

			Percent
	Awarded	Expended	Expended
Exceptional Persons, Inc.	\$10,000.00	\$8,339.50	83.40%
Jesse Cosby Center	\$10,000.00	\$0.00	0.00%
EMBARC	\$40,000.00	\$0.00	0.00%
East Side Ministerial Alliance	\$15,000.00	\$0.00	0.00%
NE IA Food Bank	\$40,000.00	\$4,010.88	10.03%
Operation Threshold	\$19,800.00	\$0.00	0.00%

City

This activity is 70% complete. In each of our amendments, we have worked to identify as many needs as possible to help the city in pandemic response, preparation and prevention. Our focus has been equipment or communications needs. This has included Zoom expenses, electronic record keeping (Laserfische), tablets, multi factor authentication, and more. Remaining expenditures include \$6,750 for the next multi factor authentication invoice on a three-year contract as well as \$2,100 for additional electrostatic sprayers for disinfection. We anticipate being underspent on the activity delivery expenditures (staff time: INRCOG and City), originally estimated at \$8,342.

Schools

This activity is 95% complete. Cedar Falls Schools has utilized 100% of the funding allocated to them (\$82,984). The April 2022 amendment clarified several remaining items St. Patrick's and Valley Lutheran would be able to purchase to fully utilize the original grant allotment to each of them. Both schools are working to complete orders and submit required materials to complete their grants. INRCOG will also submit an invoice for their time in working with the schools to complete their grants.

For State reporting purposes, following is a general description of the changes made to the Project Budget, Performance Targets, Activity Schedules, Project Scope, Location, Objectives, or Beneficiaries.

- <u>Project Budget:</u> To date, this project is considered within its budget.
 Amendments have worked to fully allocate the funds provided by the State through the CDBG-CV2 funds. If several service agencies are not able to utilize the funds and City use is slightly lower than anticipated, the grant will be under budget.
- <u>Performance Targets</u>: Our contract with the State ends on June 30, 2023 (even though CDBG-CV funds are available a total of six years). We will be paid for any invoices submitted prior to that date.
- Activity Schedules: The City and its partners have continued to utilize funds in pandemic response, preparation and prevention. Substantial completion is anticipated by May 2023.
- <u>Project Scope:</u> The project activities have remained the same, with some equipment being added or removed as seen feasible during implementation.

- Any of those changes were tracked with amendments that are part of the public record in the timeframes noted at the beginning of this memo.
- <u>Location:</u> The activities are all benefitting residents within the incorporated limits of Cedar Falls. While some service agencies are located outside of the city limits, any invoicing is for services provided to Cedar Falls residents.
- Objectives/Beneficiaries: These have not changed since submittal of the CDBG application. Activities were pandemic response, preparation and prevention. The project beneficiaries, residents and businesses of the City of Cedar Falls, have not changed since the CDBG-CV2 application was submitted.

The Department of Community Development recommends holding a public hearing at the July 18, 2022 meeting for public comment or questions regarding the City's status of funded activities under the CDBG-CV2 grant. Please contact Stephanie Houk Sheetz with any questions at 319-268-5151.

Xc: Lisa Roeding, Comptroller/City Treasurer
Karen Howard, AICP, Planning & Community Services Manager
Michelle Pezley, Planner III



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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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.

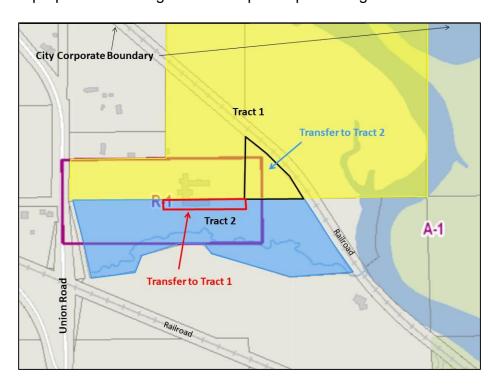
BACKGROUND

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

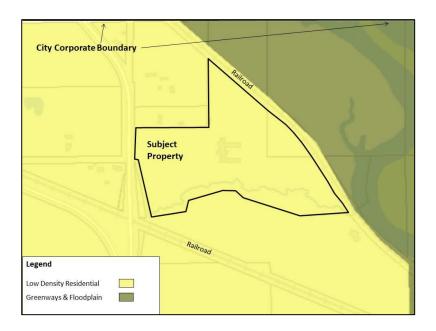
The request is to downzone approximately 0.98 acre of land at 2209 N Union Road and 8.86 acres on the adjacent tract to the south from the R-1 Residence zoning district to A-1 Agriculture. The requested change will place those portions of the reconfigured parcel that do not have adequate services available 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.

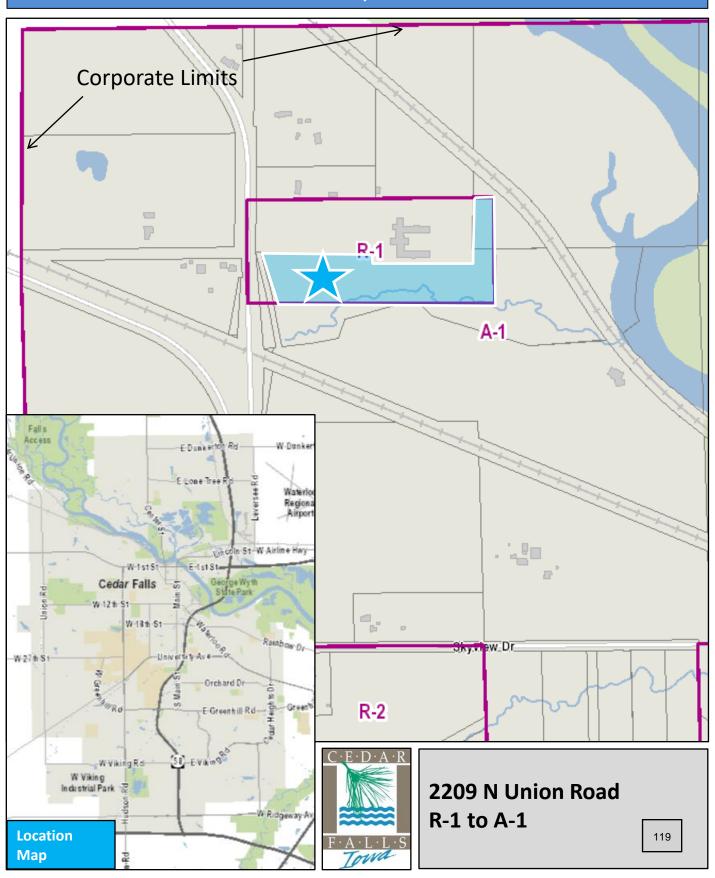
Ms. Saul made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Holst, Larson, Lynch and Saul), and 0 nays.

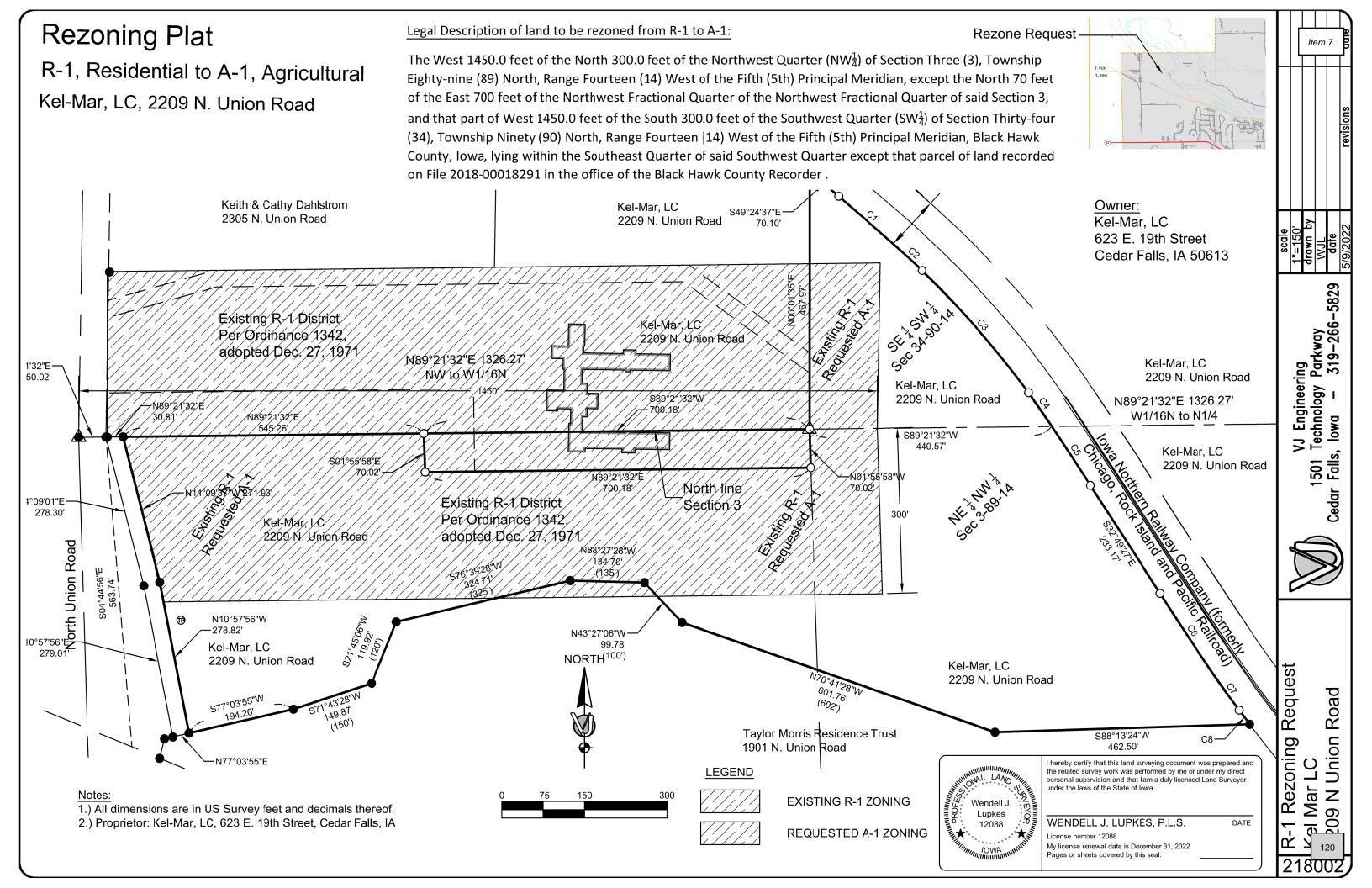
Attachments: Location Map

Rezoning Plat
Zoning Illustration
Letter of Request
Published Public Notice

Cedar Falls Planning & Zoning Commission June 8, 2022

Item 7.





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

OPDINA	NCE NO.	
UKIJINA	NNCE 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 N Union Road 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, 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-l, 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:	
PASSED 1 ST CONSIDERATION:	
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATION:	
ADOPTED:	
ATTEST:	Robert M. Green, Mayor
Jacqueline Danielsen, MMC, City Clerk	



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: July 8, 2022

SUBJECT: Petition from City Council to amend the Downtown Character District (TA22-003)

The City Council directed staff to forward to the Planning and Zoning Commission their request for additional amendments to the recently adopted Downtown Character District code. They request that the Planning and Zoning Commission reconsider their previous recommendation to have all site plans reviewed and approved administratively by staff without additional Planning and Zoning Commission review.

Background

The Downtown Character District regulations were adopted by City Council on November 1, 2021. These new zoning regulations are intended to implement the *Imagine Downtown! Vision Plan* adopted in November of 2019. The second phase of the project was to draft zoning regulations to encourage future development that is consistent with the adopted Vision. The draft code was presented to the public in February, 2021. The Commission considered the new code at four special work sessions and held 3 public hearings to consider public comments and suggestions for changes to the code. The Commission discussed all proposed changes to the draft and made decisions on each one before forwarding a final draft to the City Council for consideration in May 2021. The Planning & Zoning Commission's recommended draft was reviewed at five City Council Committee of the Whole/ Work Session before a public hearing was scheduled. The draft was discussed at three separate readings before being adopted on November 1, 2021.

Council Petition: Re-establish Planning and Zoning Commission review of site plans for development in the Downtown Character District.

During the initial review of the new code, the Planning and Zoning Commission discussed the pros and cons of continuing the practice of P&Z review of all site plans for development in the downtown. After discussion, the Commission decided to keep the new code as proposed without additional Planning and Zoning Commission Review. The following pros and cons are excerpted from the decision matrix, which was the tool used to carefully consider all requests for changes to the draft code (see item #8 in the attached decision matrix from April 2021).

Issue: Include a design review process/role for P&Z

Pros:

- Provides for more public scrutiny of development projects in the downtown area.
- Provides additional reassurance that a project will be consistent with the vision for downtown.

Cons:

- One of the goals of the Downtown Zoning Code update was to streamline the development review process and move toward by-right approvals for those projects that meet a set of objective form-based standards. The benefits of this approach are to a) provide a greater level of predictability for property owners, developers, and neighbors; b) move away from the time and expense of negotiating individual projects in the Downtown district, particularly if it requires project redesign or additional legal fees; and c) remove the subjectivity of the public review process, where individual opinions can cause projects that otherwise meet the standards to be redesigned adding cost to the project.
- From a fairness and equity standpoint, [review at P&Z] can also give undue influence to particularly persuasive or well-connected applicants or to those who may simply want to prevent development from occurring.
- The purpose of establishing the staff Zoning Review Committee is to ensure that development projects meet the adopted standards, but also to assist applicants in their understanding of the intent of the provisions of the code, so they can achieve a more cohesive design, so in essence will serve as an administrative design review.

Staff notes that site plans in previous zoning districts that surrounded the Central Business District Overlay (R-3, R-4, C-2, C-1, etc.) did not require Planning and Zoning Commission and City Council review and approval. It was only within the Central Business District Overlay where all improvements to existing buildings and all new buildings proposed were subject to P&Z and Council review.

At the Commission's March 23, 2022 meeting staff forwarded the petition from the City Council for discussion. The Commission discussed the following non-exhaustive list of potential options for discussion ranging from least P&Z oversight to full review by P&Z and Council. At that meeting the Commission directed staff to bring back proposed code amendments according to the 3rd option below (highlighted) and noted that they would also like to be updated on site plans that are under review in the Downtown Character District on a monthly basis.

Options Considered by the Planning and Zoning Commission:

 Maintain the currently adopted process for site plan review – administrative review by staff. If a proposed project meets the code requirements it will be approved. If it does not, it will be denied.

- 2. Maintain the currently adopted process for site plan review, but for an initial period of time (one year? two years?) have staff provide a monthly report to the Commission on the site plans under administrative review in the Downtown Character District, so that the Commission can monitor, ask questions, discuss concerns, and if necessary initiate code amendments if problems arise. This would also provide an opportunity for staff to note any code provisions that may not be working as intended and to suggest solutions.
- 3. Require <u>new buildings</u> in the Urban General, Urban General 2, and Storefront frontages to be reviewed by P&Z to confirm staff administrative review decisions.
- 4. Require <u>all new buildings</u> in the Downtown Character District to be reviewed by P&Z to confirm staff administrative decisions, including in the Neighborhood frontages.
- 5. Require <u>all site plans</u> (including all new buildings, all changes to existing buildings, projecting signs, site changes) to be reviewed by P&Z and approved by City Council (as was previously done in the CBD Overlay).

Staff drafted the attached amendments to the zoning code based on the Commission's direction, with an additional step to the approval process as advised by the City Attorney. He advised that if there is a desire to have Planning and Zoning Commission review certain site plans, that it would be best to establish a process that is similar to the other zoning districts (e.g. MU, HWY-1, MPC Districts) where the Commission is a recommending body to the City Council and the final decisions are made by the City Council. This would add an additional step to what is noted in option 3 above, which proposes that the Commission would be the decision-making body and additional review and approval by Council would not be needed.

In summary, the effect of these changes will be to require site plans for new buildings proposed in the Urban General, Urban General 2, and Storefront frontages in the Downtown Character District to be reviewed by the Planning and Zoning Commission and approved by City Council.

The proposed changes to the code language were introduced and discussed at the May 25th Commission meeting. The Commission agreed that what was proposed was consistent with their direction to staff with the additional change recommended by the City Attorney and various other minor adjustments to the language for clarification and consistency. The Commission set a public hearing on the proposed amendments for their June 8th meeting.

RECOMMENDATION: Following the public hearing on June 8th, on a vote of 9-0, the Planning and Zoning Commission recommended approval of the attached amendments to the zoning ordinance and forward the proposed ordinance to the City Council for consideration.

Attachments:

- Ordinance with the proposed changes to the zoning code
- Red-lined draft of the proposed changes to the zoning code
- P&Z Decision Matrix from April 2021
- Minutes from P&Z discussions attached on the following pages

PLANNING & ZONING COMMISSION MINUTES

Introduction 03/23/22

The Commission then considered a zoning text amendment to add a requirement for Planning and Zoning review of site plans in the CD-DT. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that some commission members were not on the commission when the new code was discussed, so she will be providing some background information again. She explained that there was concern and frustration with the fact that it seemed as though a great deal of projects had to come through the commission for approval. The idea behind the new code was to create more clear and objective standards in the code, making less reason to have an extra review by the Commission. She discussed the role of the Commission, which includes planning for the future growth of the city, making recommendations on legislative matters related to planning and zoning (amendments to the zoning code, changes to zoning map, etc.) and making recommendations on subdivision of land, including street extensions and proposals for parks. Review of site plans was not one of the official listed duties and was added to the code later for certain newer zoning and overlay districts.

Ms. Howard discussed potential options which include:

- 1. Maintain the code as currently adopted
- 2. Maintain as currently adopted, but staff provides monthly report to the Commission on site plans under review.
- 3. Require new buildings in the UG, UG2 and Storefront frontages to be reviewed and approved by Planning and Zoning.
- 4. Require all new buildings in the Downtown Character District to be reviewed and approved by Planning and Zoning
- 5. Require all site plans to be reviewed by Planning and Zoning and approved by City Council as was previously done in the CBD Overlay.

Mr. Larson feels that one of the primary objectives of the new zoning ordinance was to provide a clear set of rules and make it easier for developers and to potentially remove an often unnecessary step for the process. He suggested trying out option two to make sure there is some kind of a review.

Ms. Crisman also likes the second option and stated that she feels a bit discouraged by how many things have been coming back from council that the commission has put so much work into. She's not sure that adding another thing for approval is a great idea if things that have been worked so hard on are going to come back again. She likes the idea of staying in the loop and checking in on the work already done.

Mr. Holst feels that the new zoning process is a lot more efficient and less subjective so it is easier to check things through. The only thing that will be unfortunate to lose is the chance for public input. He also said that Planning and Zoning is a check for staff.

Mr. Leeper agreed with the comments from the Commission and stated that it is a tough place to be. He likes the second option and asked if there is a mechanism that would allow the planning and zoning commission to pull an item in for approval.

Mr. Hartley feels that it would be nice to have an overview for projects, maybe in the form of a monthly report so that the Commission can decide if they should take a closer look. His concern isn't just with the Commission not being able to see what is going to happen, but to give the public a chance to comment as well.

Ms. Howard stated that there needs to be a clear path created to deciding on whether a project needs to be considered by the Commission. After further conversation, the

general direction from the Commission to go with a mixture of options two and three.

Review of proposed amendments 5/25/2022

The Commission then considered Zoning Text Amendment and review of certain site plans in the Downtown Character District (CD-DT). Chair Leeper introduced the item and Ms. Howard provided background information with regard to previously discussed potential options for the review of site plans in the Downtown Character District. She discussed the proposed code language and showed a rendering of the frontage designations within the downtown area where P&Z and Council review of site plans would be required if these changes are adopted. She displayed the clarified/updated code language being proposed and explained what those changes mean and asked if there were any questions. Staff recommended that the Commission discuss the draft text amendment, provide direction, and consider setting a date of public hearing for the June 8 meeting.

Ms. Saul commented that the code changes proposed reflect what the Commission discussed and asked for. There was brief discussion with regard to different aspects of the changes.

A public hearing was set for the Commission meeting on June 8, 2022.

Public hearing and Vote 6/8/2022

The next item for consideration by the Commission was a zoning text amendment with regard to review of certain site plans in the CD-DT District. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that it is currently on the table to change the zoning code to require new buildings in the Urban General (UG), Urban General 2 (UG2) and Storefront frontages to be reviewed by the Planning and Zoning Commission. She displayed a rendering of the Character District and the frontage destinations where the proposed amendments would apply. She offered to answer any questions about the proposed code changes and recommended that that Commission open the public hearing, discuss and make a recommendation to City Council on the proposed amendments.

Ms. Saul asked about the process if a residence is going to add square footage. Ms. Howard stated that this text amendment only addresses new buildings.

Mr. Holst clarified that this amendment addresses concerns about new construction and public input. Mr. Leeper added that this is a check and balance for significant projects in the area. Mr. Larson noted that the amendment could be revisited after a year to see if it is still necessary.

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

ORDINANCE NO. _____

AN ORDINANCE TO CLARIFY TERMINOLOGY AND ESTABLISH NEW PROCEDURES FOR REVIEW OF SITE PLANS FOR DEVELOPMENT IN THE DOWNTOWN CHARACTER DISTRICT BY AMENDING SECTION 26-191, INTRODUCTION TO CHARACTER DISTRICTS AND DEFINITIONS, UNDER DIVISION 2, SPECIFIC DISTRICTS, ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS; AND SECTION 26-36, SITE PLAN REVIEW, PROPORTIONATE COMPLIANCE DETERMINATIONS, AND MINOR ADJUSTMENTS, AND SECTION 26-37, SITE PLAN, UNDER DIVISION 1, GENERALLY, UNDER ARTICLE II, ADMINISTRATION AND ENFORCEMENT; ALL WITHIN CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, established procedures for the review of site plans for development within the Downtown Character District; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider requiring Planning and Zoning Commission Review of development proposals in the Downtown Character District rather than administrative review and approval; and

WHEREAS, at a public hearing on June 8, 2022, the Planning and Zoning Commission recommended approval of zoning code amendments to clarify the procedures for review of site plans in the Downtown Character District and to require Planning and Zoning Commission review and City Council approval of site plans for new buildings in the Urban General, Urban General 2, and Storefront frontages, with all other site plans to be reviewed administratively (TA22-003);

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

Section 1: Subsection C, Applicability, of Section 26-191, Introduction to Character Districts and Definitions, within Division 2 Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

C. Applicability and Development Review

- 1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
- 2. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Section 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for site plans for new buildings on property designated as Urban General,

Urban General 2, or Storefront on an adopted Regulating Plan. For new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.

Section 2: Section 26-36, within Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

Sec. 26-36. Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) GENERAL APPLICATION REQUIREMENTS

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

(b) APPLICATION COMPLETENESS REVIEW

- (1) Applications shall not be processed until all fees and materials have been submitted and are deemed complete in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application completeness.
- (2) If an application is deemed incomplete, the Zoning Administrator shall notify the applicant of the specific submittal requirements that have not been met.
- (3) If an application is deemed incomplete, the applicant must resubmit the materials required to complete the application within 30 days of the date notified of the insufficiency of the application.
 - a. An incomplete application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
 - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including payment of the application fee.

(c) REVIEW, REFERRAL, AND RECOMMENDATION

- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
- (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

(d) REVIEW AND DECISION-MAKING

(1) Applications shall be reviewed for conformance with all applicable provisions of this Code.

- (2) To be approved, an application shall be fully consistent with the standards of this Code, unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards.
- (3) Except as specified in paragraph (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny applications for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.
- (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards and requirements of this Code, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

Section 3: Section 26-37, Site Plan, within Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

Sec. 26-37. Site Plan (a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (e.g., front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code.

(2) All Other Zoning Districts

- a. Any application for commercial, industrial, institutional, or multi-unit residential development;
- b. Any application for development requiring site plan review, site development plan review, development plan review, plan review, or similar review as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional but encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies; and
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of this Code, or with all applicable requirements as modified by an approved minor adjustment.

(e) EFFECT

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- (2) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (3) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(f) POST-APPROVAL ACTIONS

- (1) Expiration
 - a. Approved site plans shall expire one year after approval if the applicable permit(s) for the proposed development have not been issued. In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for site plan review.
 - b. For good cause, an extension not to exceed one year may be granted by the Zoning Administrator. Requests for an extension must be in writing stating the reasons for such request.

(2) Modifications to Site Plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for the initial site plan submittal, or as otherwise specified in this Chapter.

INTRODUCED:	

PASSED 1 ^{SI} CONSIDERATION:	
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATION:	
ADOPTED:	
	Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

Note that in the red-lined version of the proposed code amendments, the strike-through notation indicates language to be deleted. Underlined text is new language added. All other language is unchanged and is included to provide context for the changes proposed.

Amend Section 26-191C., Applicability, as follows:

- C. Applicability and Development Review
 - 1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
 - 2. The process for developing or redeveloping within a Character District is delineated in Section 26-36 through Section 26-39. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Section 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for site plans for new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan. For new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.

Amend Section 26-36 and 26-37, as follows:

Sec. 26-36. Administrative Determination Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) APPLICABILITY GENERAL APPLICATION REQUIREMENTS

The Zoning Administrator shall review and decide upon applications for the following administrative reviews and code adjustments in consultation with the Zoning Review Committee(ZRC) and/or the staff Technical Review Committee, as applicable. Some of these processes have additional review and approval requirements; a cross-reference to those requirements is provided in the right column.

Permit or Adjustment	Additional Review Requirements
Site Plan	Section 26-37.D
Proportionate	n/a
Compliance	
Minor Adjustment	Section 26-39.E

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

(b) APPLICATION COMPLETENESS REVIEW

(1) Applications shall not be processed until all <u>fees and</u> materials have been submitted and are deemed sufficient complete in form and content such that recommendations,

- as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application sufficiency completeness.
- (2) If an application is deemed insufficient incomplete, the Zoning Administrator shall inform the applicant of the specific submittal requirements that have not been met. The Zoning Administrator may provide notice in writing, electronically, or in conversation with the applicant.
- (3) If an application is deemed insufficient incomplete, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the date informed of the insufficiency of the application.
 - a. An insufficient incomplete application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
 - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including <u>payment of</u> the application fee.

(c) REVIEW, REFERRAL, AND RECOMMENDATION

- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
- (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

(d) REVIEW AND DECISION-MAKING

- (1) The Zoning Administrator shall review the Applications shall be reviewed for conformance with all applicable provisions of this Code chapter.
- (2) To be approved, an application shall be fully consistent with the standards of this chapter Code unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards. An administrative approval may include instructions and clarifications regarding compliance with this Code, but shall not be approved with conditions that require action beyond the specific requirements of the City Code of Ordinances.
- (3) Except as specified in paragraphs (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny the applications for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.
- (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards and requirements of this Code, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is

denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

(e) APPEAL

1. Administrative determinations are appealable pursuant to Section 26-62.

Sec. 26-37. Site Plan
(a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code;

(2) Traditional Zone Districts All other Zoning Districts

- a. Any application for a commercial, industrial, institutional, or multi-unit <u>residential</u> <u>dwelling project development;</u>
- b. Any application for development requiring site plan review, <u>site development plan</u> review, <u>development plan review</u>, <u>plan review</u>, <u>or similar review</u> as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Preapplication meetings are optional and encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies;
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of this Code the Code of Ordinances, or with all applicable requirements as modified by a request for a an approved minor adjustment.

(e) LIMITATION OF APPROVAL

Zoning Administrator approval of a site plan does not in any way imply approval by any other City department.

(f) EFFECT

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- (2) No permit shall be issued for any building, structure, or use that does not conform to an approved site plan.
- (3) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (4) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(g) POST-APPROVAL ACTIONS

(1) Expiration

- a. Approved site plans shall expire one year after approval if the applicable permit(s) for the proposed development a building permit has have not been issued. or the approved use established. In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for development review.
- b. <u>For good cause</u>, an extension not to exceed one year may be granted by the Zoning Administrator. <u>Requests for an extension must be in writing stating the</u> reasons for such request.

(2) Modifications to Site plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for the an initial site plan submittal, or as otherwise specified in this Chapter.

PROPOSED AMENDMENTS TO THE PUBLIC REVIEW DRAFT OF THE DOWNTOWN ZONING CODE

26-193 – Building Form Standards

	Proposed Amendment	Explanatory Notes	Consultant/Staff Recommendation	P&Z Discussion (Date)	P&Z Decision
1	Requestor: Consultant/staff Change Building Form Standards (BFS) Section 193.5 Neighborhood Small Frontage B. Placement 4. Buildable Area to allow Private Open Area to be above grade for lots with less than 70 ft of depth.	Technical Fix: This better accommodates rowhouses on especially shallow lots (such as many of the lots along 2 nd Street, as shown in the Vision Plan) with their 66ft width/depth. This will make Neighborhood Small consistent with Neighborhood Medium.	Consultant/staff are in support of this amendment.	Commission directed staff to make the change.	Amendment Approved
2	Requestor: Consultant/staff Change Required Building Line (RBL) on the Downtown Regulating Plan, on the north side of W 2 nd St. from Franklin St. to the western border of the District. The RBL should be moved forward an additional 5ft, from 15ft to 10ft off the front property line.	Technical Fix: This is for consistency with the RBL to the east of Franklin (Urban General 2) and better accommodates rowhouses fronting 2 nd Street (as shown in the Vision Plan) within the shallower (66ft) depth of many of those lots. This keeps the building form and scale consistent with the Neighborhood Small designation, but allows room for both parking and for usable ground floor space within the buildings.	Consultant/staff are in support of this amendment to the Downtown Character District Regulating Plan.	Commission directed staff to make the change.	Amendment Approved
3	Requestor: Staff a) Insure consistency of terms between new proposed Section 26-140. Use-Specific Standards, Category Descriptions, and Definitions and proposed Section 26-197. Building Functions; b) Clarify language in Character District Use Table introductory paragraph concerning additional standards that apply	Technical Fix: a) Because drafting was an iterative process, additional revisions were made to Section 26-140, Use Classification, after the public review draft of Downtown Character District Code (Section 26-197) was released. This is a simple clean-up to make sure terms are internally consistent. Also to correct the Code Section number of the Use Classification to Sec. 26-140 (not 26-132). b) Make clear that additional development and performance standards apply above and beyond the broad permitted use categories.		Commission directed staff to make these changes.	Amendment Approved

					Amendment	Item 8.
4	Requestor: Staff	Technical Fix: Some outline numbers are out of sequence	Consultant/staff are in support of	Commission	Approved	
	Correct outline format, as needed	and need correction	this amendment	directed staff to make these changes.		
5	Requestor: Historical Society and Planning Staff Add Civic Building designations to Regulating Plan	Technical Fix: The Cedar Falls Woman's Club and Cedar Falls Historical Society Victorian House Museum and Museum Buildings in Sturgis Park should be identified as Civic Buildings.	Consultant/staff are in support of this amendment	Commission directed staff to make these changes.	Amendment Approved	
6	Requestor: Consultant/Staff Change to Section 26-140. Use- Specific Standards, Category Descriptions, and Definitions for clarity, etc.	Technical Fix: Clarification concerning categorization of commercial assembly uses as large or small based on size and the other classification criteria in Section 26-140(a)(3) This will help in classifying uses appropriately in different zoning districts. Examples include small commercial assembly uses, such as theaters that fit into a main street area, like the Oster Regent Theater downtown versus large commercial assembly uses, such as a large metroplex theater complex located in a suburban shopping center.	Consultant/staff are in support of this amendment	Commission directed staff to make these changes.	Amendment Approved	

7 Requestor: P&Z Member Larson

Change the Regulating Plan designated building frontage on west side of Overman Park from Neighborhood Small to Urban General 2 to accommodate existing businesses located in buildings along Franklin Street:

or alternatively:

Requestor: Tom and Dorinda Pounds They own a house on Franklin Street that was converted to office space for their business. They want assurance their business can continue, but also have maintained many of the historic residential features of the home, so it could be converted back to residential use in the future, if desired.

They would like an approach to better accommodate existing businesses, while maintaining the residential character and scale of the area

As drafted, all existing businesses can remain as nonconforming uses. The new code requires no changes unless/until the owner makes a significant change to their business or building, at which time the standards identified in **Section 26-38 Proportionate Compliance** would apply, based on the [level/degree] of proposed change.

The intent of the proposed limitations on new businesses in the Neighborhood frontage areas is to encourage their concentration in the core of Downtown for the synergy it creates and to stabilize and encourage reinvestment in the surrounding residential areas and preservation of the historic character of these areas.

Options for change:

Option 1: Change the regulating plan along west side of Franklin Street to Urban General 2.

Pro: Insure existing business are not made nonconforming

Con: Change in building frontage designation affects more than use; it would also change the physical scale and character of permitted new buildings, potentially incentivizing the demolition of other houses in the neighborhood. This could potential affect the historic residential character along Franklin Street. Most businesses are located within existing residential structures.

Option 2: Language could be added to state that all existing businesses at the time of code adoption are considered conforming, so can continue and even expand, but that no new businesses are permitted in the Neighborhood frontages. This is a similar approach we took for manufacturing businesses on the far east side of the study area.

Consultant/staff are in support of Option 2, as it achieves the goal of keeping existing businesses conforming, but doesn't have the unintended consequences noted with Option 1.

Commission directed staff to make the changes per Option 2.

Amendment Approved Option 2.

(Note: add a parking requirement for non-residential uses in Neighborhood Frontages).

		Commission expressed concern that it is difficult to legislate	Consultants/staff do not	Commission	No change	Item	า 8.
8	Requestor: P & Z Chair: Include a design review process/role for P&Z	good design and that some additional design guidance may be needed, at least for some projects; and this process should be conducted through a public review process at P&Z and/or Council. Pros: Provides for more public scrutiny of development projects in the downtown area. Provides additional reassurance that a project will be consistent with the vision for downtown.		directed staff to keep the draft the same and not require a separate design review through P&Z and Council.	recommende	ed	
		Cons: One of the goals of the Downtown Zoning Code update was to streamline the development review process and move toward by-right approvals for those projects that meet a set of objective form-based standards. The benefits of this approach are to a) provide a greater level of predictability for property owners, developers, and neighbors; b) move away from the time and expense of negotiating individual projects in the Downtown district, particularly if it requires project redesign or additional legal fees; and c) remove the subjectivity of the public review process, where individual opinions can cause projects that otherwise meet the standards to be redesigned adding cost to the project.					
		From a fairness and equity standpoint, it can also give undue influence to particularly persuasive or well-connected applicants or to those who may simply want to prevent development from occurring. The purpose of establishing the staff Zoning Review Committee is to ensure that development projects meet the adopted standards, but also to assist applicants in their understanding of the intent of the provisions of the code, so they can achieve a more cohesive design, so in essence will serve as an administrative design review.					

Item 8. Commission No change Requestor: Kevin Harberts (owns two The regulating plan designations between 1st and 2nd Street Consultant/staff are not in support directed staff to recommended residential properties along 2nd Street). are already set up to provide more lot depth for Urban keep the of this amendment. General along 1st Street to accommodate the larger regulating plan the Change the Regulating Plan so that the footprint of many commercial buildings, leaving a shallower same. No change The regulating plan already General Urban frontage designation depth for the neighborhood frontage designation along 2nd establishes Urban General deeper recommended. goes from the 1st Street frontage to 2nd Street, which can accommodate smaller footprint into the block (from north to south) residential building types, such as rowhouses. and leaves a rather shallow area Street frontage along 2nd Street that will The requestor would like the option to Pros and Cons of making this change: accommodate residential building create larger through lots for forms, such as townhomes, as commercial uses that extend the full Pro: Uniform building form standards for the entire parcel shown in the Imagine Downtown! depth of the block from 1st to 2nd Street. (with considerably more buildable area) Vision Plan. Con: This would undermine the scale transition from the higher intensity, mixed-use 1st Street down to the less intense Overman Park neighborhood to the south. The code provides considerable flexibility for parcels with more than one frontage designation to shift the frontage designation to accommodate specific needs of the development. However, it is important for the buildings along both sides of 2nd Street to relate to one another, rather than having residential buildings facing the backs of 1st Street businesses. The regulating plan designations ensure buildings of similar scale and character along both sides of a street.

Requestor: Planning & Zoning Commission and questions from several members of the public.

Consider the inclusion of vinyl siding as an approved wall material in Neighborhood Frontages

There is concern that prohibiting vinyl siding in the Neighborhood Frontages could be cost prohibitive and encourage disinvestment in existing residential properties.

The intent of the proposed prohibition was to promote more durable and environmentally sustainable building materials. (The issue is not one of aesthetics).

Pro: Reduce the up-front cost of building construction and maintenance

Con: Higher long-term costs for maintenance and upkeep; concerns related to durability and fire-resistance; environmental impacts of PVC, i.e. produces toxic smoke when it burns and melts at a fairly low temperature; damaged or melted siding often ends up in the landfill and is not biodegradable. While it is possible to recycle it, there are often issues of contamination from dirt, nails, and mixed-in aluminum flashing. In contrast, wood, brick or stone have a life cycle of more than 100 years. The life span of vinyl is 15 to 20 years before it becomes brittle from ultraviolet light and is easily damaged.

If change to the ordinance is desired, following are some options:

- 1. Maintain the prohibition of vinyl siding for new construction.
- 2. Permit the use of vinyl siding to replace or repair existing vinyl siding.
- Permit use of vinyl siding that meets higher minimum standards for quality, maintenance, and durability, based on industry standards to replace or cover over other types of siding on existing single family dwellings.
- 4. Delete the prohibition on vinyl siding from the code altogether, so it would be allowed on all existing and new buildings in the Neighborhood Frontages.

Consultant/staff are particularly concerned about the long term consequences of allowing vinyl siding related to the noted environmental concerns, so recommend prohibiting vinyl siding for new construction.

With regard to the second bullet point, the current draft already allows replacement of like material with like material for maintenance purposes. Consultant/staff would be in support of adding some additional language to make sure this is clear.

Consultant/staff are <u>not</u> supportive of allowing vinyl siding to replace existing environmentally sustainable building materials, such as wood, stone, or brick. We feel that the long term costs outweigh the short term savings.

Consultant/staff strongly recommend against listing vinyl siding as a generally allowed building material.

Commission directed staff to move forward with making changes consistent with 1, 2, and 3, but did not support option 4.

Bullet points 1 and 2 were supported unanimously.
Bullet point 3 was supported by a majority.

With regard to bullet 1. the Commission requests that the language be clarified to indicate that for additions to existing buildings that have vinvl siding that vinyl siding can be used for the addition. We will need to discuss how to fit that into the trigger chart.

Bullet point 4 was rejected by a majority.

Amendments
Approved
according to
bullet points 1,
2, and 3.
Majority of the
Commission
does not
support 4.

	Requestor: Jesse Lizer, Emergent	There is concern that the prohibition of "all other foam-		Commission	Amendment	Item 8.
11	Architects Permit the use of higher quality foam products for architectural detailing	 based products" in Sec. 26-194.C.5. would limit options for restoration of historic buildings. That was never the intent of this prohibition, but rather to limit the use of flimsy, easily damaged building materials, particularly at the street level. Potential change: Delete "all other foam-based products" from the prohibited list and add a new item to the secondary materials list in Sec. 26-194.C.4. as follows: "Durable foam-based products, such as Fypon, may be used for architectural detailing." 	Consultant/staff are in support of this amendment,	directed staff to make this change.	Approved	
12	Requestor: Staff Provide more direction for ADUs	Concern that there is insufficient enforceability of owner-occupancy requirement following the development of an ADU. Consider including a requirement for an affidavit/legal agreement with the City in Sec. 26-193.1.G (p.24) to be filed and recorded, so that it is clear to future owners or prospective buyers that the dwelling is not considered a duplex, so that the limits on size and occupancy for ADUs continue to be enforceable over time. The allowance for ADUs is intended to make home ownership more affordable and encourage investment and reinvestment that will help stabilize existing older neighborhoods surrounding downtown.	Consultant/staff are in support of this amendment.	Commission directed staff to make this change.	Amendment Approved	

13	Requestor: Staff	The new code opens up the possibility for new types of	Staff is in support of this change.	Commission	Amendment	Item 8.
	Prohibit conversion of existing single unit dwellings into duplexes or multi-unit dwellings.	housing, but in a manner that ensures that new housing fits into the context of the neighborhood with quality design and a logical configuration of the dwelling units. However, the new standards and allowances are not intended to encourage existing single unit dwellings to be chopped up into additional units in a manner that reduces the functionality and livability of the dwelling and makes it less desirable for those seeking a long term rental opportunity or homeownership. As is often experienced in college towns this is a common practice to provide short term rentals for college students by converting living rooms, dining rooms, and other spaces to maximize the number of bedrooms. While providing rental housing for students is important, this particular practice often creates units that are not very conducive to long term renters and cannot be easily or cost-effectively adapted or converted back to the original condition in response to market fluctuations, such as a drop in enrollment. Staff notes that making this change will keep the new code consistent with the City's current conversion prohibition in the R1 and R2 Districts.		directed staff to make this change.	approved.	

F·A·L·L·S

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: July 6, 2022

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

Streets

The current no parking ordinance on South Lawn Road from Stanwood Drive to Melendy Lane on the east side of South Lawn extends from Stanwood to 240 feet south. This leaves a small section of approximately 60 feet north of Melendy Lane where parking is currently allowed on the east side of South Lawn. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts onto and from Melendy Lane.

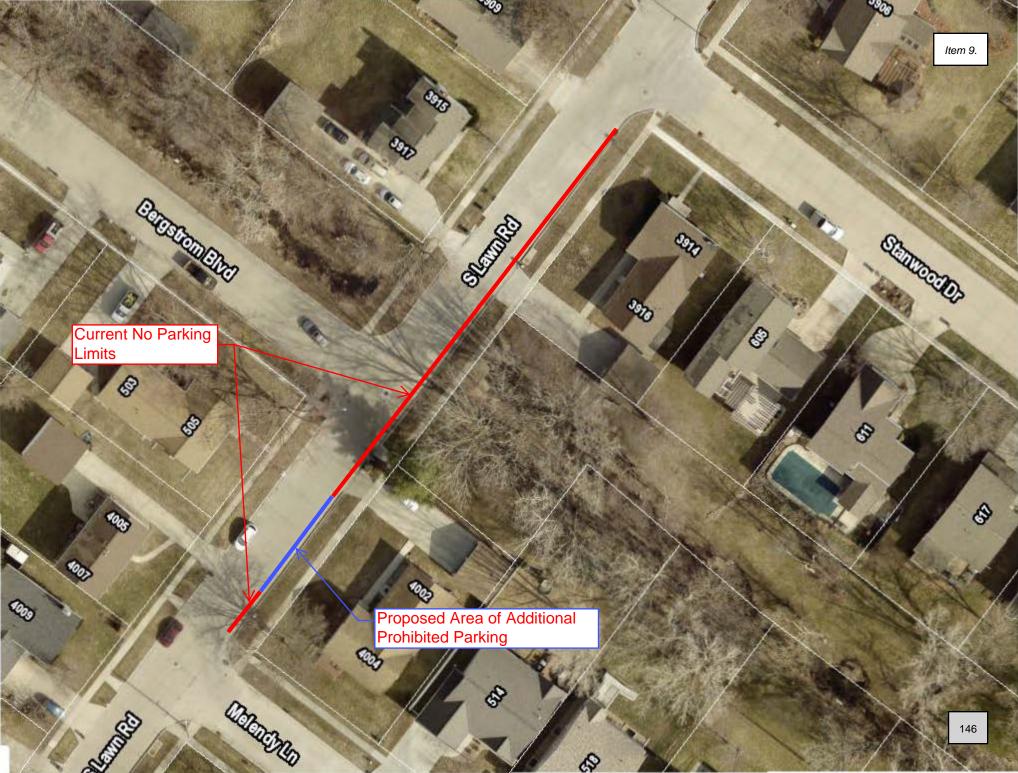
The Engineering Division is recommending that the current no parking that exists on the east side of South Lawn Road from Stanwood Drive south to extend through to Melendy Lane and designated as permanently prohibited parking. This will make the parking prohibition on the east side of South Lawn Road more consistent along the corridor from Stanwood Drive to Melendy Lane.

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

The Engineering Division recommends approval to set the newly defined area to prohibit on-street parking. This area is highlighted in the attached map.

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

xc: Chase Schrage, Director of Public Works



ORDINANCE NO. 3013

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

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

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

south a distance of 200 feet.

Portion Where Parking Prohibited

On the east side from the north line of Bonita Boulevard

	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south to the north curb line of Melendy Lane.
INTRODUCED:	June 20, 2022
PASSED 1 ST CONSIDERATION:	June 20, 2022
PASSED 2 ND CONSIDERATION	: July 5, 2022
PASSED 3 RD CONSIDERATION	:
ADOPTED:	
ATTEST:	Robert M. Green, Mayor
Jacqueline Danielsen, MMC, City	/ Clerk

Street

South Lawn Road

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

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

Street	Portion Where
	Parking Prohibited
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south to the north curb
	line of Melendy Lane a distance of 240 feet.

MAYOR ROBERT M. GREEN



CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green Zondow

DATE: July 11, 2022

SUBJECT: Appointments to the Community Center & Senior Services Board

REF: (a) Code of Ordinances, City of Cedar Falls §17-331: Community Center and Senior

Services Board Membership

(b) Iowa Code Chapter 69.16A – Gender Balance Law

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby appoint to the Community Center and Senior Services Board:

- Ms. Tori Hale Filling a vacancy for a term ending June 30, 2024
- Ms. Lorene Hosler For a full term ending on June 30, 2025
- 2. Though the application process sought male candidates to maintain gender balance per reference (a), no qualified candidates applied. For this reason, and in keeping with the exceptions granted in reference (a), the board will consist of 4 females and 1 male following the appointments in this letter.
- 3. My thanks go to the Selection Panel, consisting of Councilor Simon Harding, Kelly Sterns (Library Director) and Maureen Brum (board president) for their excellent work in bring forward excellent candidates for final consideration.

Encl: (1) General Applications for Hale and Hosler

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

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F Actual 5

GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Tour		
Name: Tori L	Hale Gender:	F Date: 2-12-22
Home Address:	Home Phone:	
Work Address:	Work Phone: .	
	ne Position/Occupation: OCCU	
If Cedar Falls resident, length of residency:	4 months city ward: 5	. 🔼 I have a Linkedin Profile
DESIRED NOMINATIONS: Check or fill in	n boxes for all that apply; view detailed description	ns at https://bit.ly/cf-boards
 □ Art and Culture Board □ Board of Adjustment □ Board of Appeals □ Board of Electric Examiners & Appeals □ Board of Mechanical Examiners & Appeals □ Board of Plumbing Examiners & Appeals 	 □ Board of Rental Housing Appeals □ Civil Service Commission ☑ Community Center & Senior Services Board □ Health Trust Fund Board □ Historic Preservation Commission □ Housing Commission 	 ☐ Human Rights Commission ☐ Library Board of Trustees ☐ Parks & Recreation Commission ☐ Planning & Zoning Commission ☐ Utilities Board of Trustees ☐ Visitors & Tourism Board
religious, school, business and professional (in Big Brothers Big Siste Junior Lague of Cedar - Fall 2015 Communi - 2014-2015 Project - Spring 2014 Fundr	escribe past and present involvement in the commodude dates and offices held, if applicable). IT OF CENTRAL DOWA - BID RAPIDS - ACTIVE MEMBER TY RELATIONS ASSISTEMMENT RESERVED LEAD RESERVED LEAD RUSSER SILENT AUCTION COMMUNITY-base APIST - COMMUNITY-base	Sister, 3 2016-3 2019 er 8 2013-11 2015 - Chair Coordinator
i am passionate obout community is others. I especially empowering others, potential conflicts of interest: interest during your service on a city board or and people; this listing does not preclude appears	on city boards and commissions, and what contribed obout Service to the involvement, for myse like opportunities for and for aging in place Please list organizations and relationships which commission. Civic leaders are expected to have mointment but is intended to provide transparency of Unity Point at Home of Ollige	Community and If and engaging I inclusion, e. could pose a potential conflict of any ties to community organizations and accountability for board service.

Item 10.

FALL S

GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSION

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Lorene	A	Hosler		Gender:	F	Date: 12/22/2021	
First	МІ	Last					
Home Address:			Home	Phone:			
Work Address:			Worl	k Phone: .,		*****	1111
E-mail Address:			Cell	Phone:			
Employer: Retired		P	osition/Occupation	·			
If Cedar Falls resident, length of resider							
DESIRED NOMINATIONS: Check or	fill in i	boxes for all that	apply; view detailed	description	ns at http :	s://bit.ly/cf-boards	
 □ Art and Culture Board □ Board of Adjustment □ Board of Appeals □ Board of Electric Examiners & Appeals □ Board of Mechanical Examiners & Appeal □ Board of Plumbing Examiners & Appeals) s	☐ Civil Service Co ■ Community Cer ☐ Health Trust Fu	nter & Senior Services and Board ation Commission	Board	☐ Librar ☐ Parks ☐ Plann ☐ Utilitie	n Rights Commission y Board of Trustees & Recreation Commission ing & Zoning Commission s Board of Trustees rs & Tourism Board	I
COMMUNITY INVOLVEMENT: Please religious, school, business and profession					unity, incl	uding voluntary, social, o	:ity
New to the community. Currently	not a	active here, wa	s somewhat activ	e in Broo	kings Ol	R. in the Garden Clu	ıþ
and Activity Center.							

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

I am a retired accountant, employed in various businesses, including non profit paratransit transportation for 20 years, retail, food manufacturin, non-profit nursing home.

Volunteer Master Gardener and served on chapters board. Garden club-served on the board, theater group-, served on board.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make? Am retired and looking to serve my community. I regularily use the community center in Cedar Falls and would like to help make it an even better center. As a senior using the facility, I can listen to my peers and share their concerns and ideas to the board.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

From: Sarah Corkery

Sent: Thursday, June 23, 2022 4:02 PM **To:** Stephanie Sheetz; Rob Green **Subject:** Parks and Rec - Resignation

Hi Stephanie and Mayor Green,

I am submitting my resignation from the Parks & Board Commission in Cedar Falls effective immediately.

I need to find more balance in my life, and I have tried to influence more inclusive play, but I feel I have served my duty and have nothing more to offer.

I did find this Park in Hudson to be interesting. It is about \$210,000. They got a 50% grant from BH Gaming and another big grant from the state. They only had to fundraise 10% from city funds. While not ideal as the surfacing doesn't allow ALL kids to play together everywhere, it's a better step in the direction than a traditional park, which is all we ever discuss.

Also, when Beau's Beautiful Blessings runs out of money on the repairs this year, we will be out of funds. The city will need to figure out how to make repairs. I would recommend the city starts a fund NOW to be ready in 5 years to replace the surfacing and make any updates as it is so much overused than we'd ever have guessed.

I'm also going to meet with the McElroy Trust and Gaming Association to be sure they understand what truly inclusive play is -- based off universal design principles. It's so much more than equipment.

I wish you all the best in the future.

--

Thank you,

Sarah Corkery

"For there is always light. If only we're brave enough to see it. If only we're brave enough to be it." - Amanda Gorman

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

July 7, 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 approved of and authorized administration of a testing instrument for the position of Cultural Programs Supervisor. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Sandra Harris	361		361
2	William Mercer	349		349
3	Richard Burrows	326		326
4	Cory Hurless	325		325
5	Chad Allen	307		307
\$5	Zak Montgomery	307		307

Respectfully Submitted,

00

Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

Cathy Showalter, Commissione

Orig:

Jacque Danielsen, City Clerk

Cc:

Stephanie Sheetz, Dir. of Community Development Jennifer Pickar, Tourism & Cultural Programs Manager

Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

July 7, 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, lowa approved of and authorized administration of a testing instrument for the position of Information Systems Technician I. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Brad Smith	544		544
2	Stacy Davis	477		477
3	Devin Sanders	396		396
4	Stephanie Harschnek	333		333

Respectfully Submitted,

Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig:

Jacque Danielsen, City Clerk

Cc:

Jennifer Rodenbeck, Dir. of Finance & Business Operations

Julie Sorensen, Information Systems Manager

Civil Service Records

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

July 7, 2022

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

Dear Mayor Green and Council Members:

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

Rank	Name	Combined Average Test Scores
1	Ryan Rieger	452
2	Cody Kayser	451
3	Nicholas Erickson	380
4	Adam Burg	355

Respectfully Submitted,

Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Chase Schrage, Director of Public Works

Brian Heath, Operations & Maintenance Manager

Civil Service Records



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers

From: Craig Berte, Public Safety Services Director

Mark Howard, Acting Police Chief

Date: July 11, 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) 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.
- 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.
- 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)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: July 11, 2022

SUBJECT: FY23 Employee Climate Survey Agreement

Attached for your approval is an agreement between the City of Cedar Falls and the University of Northern Iowa for the FY23 Employee Climate Survey. An employee survey was a Council goal as stated in FY23 Detailed Objective S.C.1 City Council goal document. As a part of this survey, we will be asking additional questions to gain a better understanding of the culture and climate within the Public Safety Division. Several vendors/sources were reviewed, and UNI was selected as best meeting our needs with the benefit of serving as a local resource.

If you have guestions regarding the attached, feel free to contact me at 319-268-5531.

Attachment

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

University of Northern Iowa

City Employee Client Survey

(UNI Agreement # 1556)

This Agreement is by and between <u>University of Northern Iowa</u> ("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 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 "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", 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 "B".
- 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 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. <u>Taxes.</u>
- 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 required.
- 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.
- 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 three (3) 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. <u>Term and Termination.</u>
- 5.1. The term of this Agreement shall commence on the effective date and end approximately 11 weeks after commencement unless earlier terminated under the terms of this Agreement.

- 5.2 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.
- 5.3. 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. <u>Disputes.</u>

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. <u>Indemnification and Hold Harmless.</u>
- 9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.
- 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. Such duty also includes damage, loss or injury to the City or City property.
- 9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.
- 9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public 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 unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Signature and title of authorized City employee or officer) Bailey Schindel, HR Manager

- 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 and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.
- 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 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, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.
- 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 lowa 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 excess 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. <u>Force Majeure.</u>

- 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; 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 lowa, 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 lowa Code Chapter 22, the lowa 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 lowa 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 a 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 Equipment. Title to all nonexpendable tangible property purchased by the Contractor with funds related to this Agreement shall be owned by the Contractor upon purchase without further obligation to City. City has the right to stipulate special conditions that limit the management of such equipment within this Agreement or by reference to attachments to this Agreement or readily available, accessible, and established rules or guidelines.

25.0. Notices.

CONTRACTOR

Robert M. Green, Mayor

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided as stated in Exhibit "C" attached.

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

University of Northern Iowa By: Tolif R. Hunt Date: 2022.07.11 14:49:23 -05'00' Its: Director Research & Sponsored Programs Date: 07/11/2022 CITY OF CEDAR FALLS, IOWA By: ______

Item	11
пен	14.

Attest:	Date:
Jacqueline Danielsen, MMC, City Clerk	

Exhibit "A"

Scope of Work

PROJECT OBJECTIVE

To assist the City of Cedar Falls in developing and administering a benchmark employee climate study. This assessment will be designed to monitor employee feedback relative to key business areas including, but not limited to, job satisfaction, communication, department restructuring, and leadership. It will also be used to establish a satisfaction benchmark for future comparison, but the primary goal will be to provide the City of Cedar Falls with information targeted at improving and fostering the relationship between leadership and employees, as well as, between employee groups.

Survey Development, Design, and Distribution

Strategic Marketing Services (SMS) will work in collaboration with the City of Cedar Falls to develop a self-completion survey instrument to gather information as described in the project objective. Additionally, SMS will be responsible for producing an invitation to employees explaining the purpose of the survey and participation logistics. It will also describe our role as a third-party research administrator to raise awareness of the steps the City of Cedar Falls has taken to ensure confidentiality for employees. In collaboration with the City of Cedar Falls, SMS will develop a common core of questions that all employees will answer, as well as, a line of questioning specifically for the Public Safety Division. Once the survey and invitation content has been approved, SMS will program the survey for online completion, as well as create a print survey layout. SMS will coordinate the distribution process including both online email invitations and physical survey parcels. SMS will work with the City of Cedar Falls to identify which survey distribution method is best for employees based on their access to technology.

Data Collection, Entry, and Analysis

SMS will be accountable for all tasks associated with data collection, data entry, analysis and reporting. This will include the following:

- Online survey programming and testing
- Print survey layout, printing and parcel distribution
- Process incoming mailed responses, including data entry
- Clean data and run appropriate frequencies, cross-tabulations and other statistical testing to compare employee groups and other appropriate respondent segments

Specifically, the City of Cedar Falls agrees to provide/complete the following:

- Collaborate with SMS to develop survey topics and questions, and provide final approval
- Provide SMS with an electronic file of current City employee contact information

A summary research & analysis report will be submitted to the City of Cedar Falls at project completion with complete data tabulations appended to allow for in-depth study. All pertinent survey data and statistical analyses will be summarized in an easy-to-digest format in the body of the report including comparisons between appropriate employee segments.

PROJECT DURATION

SMS estimates a total project duration of approximately 11 weeks. Anticipated project milestones are detailed below assuming timely review/approval of instrument and invitation. Upon receiving authorization for the project, SMS will assign a start date for the project.

Anticipated Start Date: Summer 2022

Weeks 1-2: Survey question development

Weeks 3-4: Online survey programming/testing; Paper survey typesetting & printing

Weeks 5-7: Survey administration / Data collection

Weeks 8-9: Data cleaning and analysis

Weeks 10-11: Report generation

Contract #: 1556

PROJECT FEE

UNI's Office of Research and Sponsored Programs (RSP) will invoice the City of Cedar Falls for \$7,908 at project conclusion (satisfactory acceptance of Final Report).

Contract #: 1556

Payment

to Contractor shall be mailed to:

University of Northern Iowa Attn. Cashier Office of Business Operations 103 Gilchrist Hall Cedar Falls, IA. 50614-0008

Exhibit "C"

Contract #: 1556

CONTRACTOR CONTACTS AND REPORTING INFORMATION			
City	Contractor		
UEI: EGCPJFKF3NC9	DUNS Number: 07-313-2623		
EIN NUMBER: 42-6004332	UEI: PLZ1BS2RC597		
Congressional District: 1 st Congressional District	EIN NUMBER: 42-6004333		
Registered in SAM.gov: Yes	Human Subjects Assurance Number: 00002159		
°	CAGE Code: 0FV12		
	Congressional District: 1 st Congressional District		
	Registered in SAM.gov: Yes / Address in SAM.gov		
	122 Lang Hall, Cedar Falls, IA 50614		
Administrative Contact	Administrative Contact		
Bailey Schindel	Lisa Ahern		
Human Resources Manager	Associate Director		
City of Cedar Falls	Office of Research and Sponsored Programs		
220 Clay St.	213 East Bartlett Hall		
Cedar Falls, IA 50613	Cedar Falls, IA 50614-0394		
319-268-5531 / bailey.schindel@cedarfalls.com	319-273-6148 / lisa.ahern@uni.edu		
	Principal Investigator / Project Director		
	Christy Ryken		
	Director		
	Strategic Marketing Services		
	BCS, Suite 12		
	Cedar Falls, IA 50614-0120		
	319-273-7314 / <u>christy.ryken@uni.edu</u>		
Financial Contact	Financial Contact		
Bailey Schindel	Aaron Allen		
Human Resources Manager	Accounts Specialist		
City of Cedar Falls	Office of Research and Sponsored Programs		
220 Clay St.	213 E. Bartlett Hall		
Cedar Falls, IA 50613	Cedar Falls, IA 50614-0394		
319-268-5531 / bailey.schindel@cedarfalls.com	319-273-7054 / <u>aaron.allen@uni.edu</u>		
Authorized Official	Authorized Official		
Rob Green	Tolif Hunt		
Mayor	Director		
City of Cedar Falls	Office of Research and Sponsored Programs		
220 Clay St.	213 E. Bartlett Hall		
Cedar Falls, IA 50613	Cedar Falls, IA 50614-0394		
319-268-5118 / rob.green@cedarfalls.com	319-273-3025 / tolif.hunt@uni.edu		



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: July 8, 2022

SUBJECT: FY23 COOP Agreement with the lowa Civil Rights Commission

Attached for your approval is a cooperative agreement between the Cedar Falls Human Rights Commission (CFHRC) and the Iowa Civil Rights Commission (ICRC) for FY23. While the CFHRC's focus remains on advocacy, education, and outreach, the agreement serves as the mechanism that allows the City to direct complainants to file directly with the ICRC.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment



STATE OF IOWA

KIM REYNOLDS, GOVERNOR ADAM GREGG, LT, GOVERNOR STAN THOMPSON, EXECUTIVE DIRECTOR

June 9, 2021

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

Re: FY 2023 Cooperative Agreement Proposals

Dear Mr. Gaines:

Enclosed please find the FY2023 proposed cooperative agreement. As in prior years, the total amount of funds the ICRC will spend on this program is \$33,000, which will be provided on a first come, first serve basis. Once the \$33,000 has been expended, ICRC will no longer be able to provide reimbursement. ICRC will let you know if it gets close to using up all of the funding before the end of the contract period.

If your agency intends to sign the cooperative agreement, ICRC must receive the signed agreement no later than **September 1, 2022**. This should allow sufficient time for your agency to coordinate and collect the appropriate signatures as required by your local ordinances or city government. This cut-off date enables ICRC to better manage its budget and resources.

I hope you will consider taking advantage of this program, which provides an excellent opportunity for your commission to receive funds from the ICRC, help reduce your caseload/backlog, and does not obligate your agency to refer any cases to the ICRC beyond those for which you would like to be reimbursed. Those local commissions with direct agreements with the EEOC and/or HUD will not be eligible for payment by the ICRC if payment is also received by the EEOC or HUD. You may also want to note that the amount of disbursement by the ICRC for intake on EEOC cases under the ICRC cooperative agreement is higher than the amount paid by the EEOC.

Please do not hesitate to contact me if you have any questions.



COOPERATIVE AGREEMENT Between CEDAR FALLS HUMAN RIGHTS COMMISSION & IOWA CIVIL RIGHTS COMMISSION

- 1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:
- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Cedar Falls Human Rights Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2022" runs from July 1, 2022 to June 30, 2023.
- d) "Intake" means a completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.
- e) "Resolution" means a case closure resulting in an administrative closure (except for failure to cooperate or locate Complainant); a conciliated and settled case; satisfactory adjustment; a No Probable Cause Order; a Probable Cause Order; or closure after Public Hearing.
- f) "Initial filing date" means the date as determined by local file-stamp receipt date shown on the complaint.
- 2. **Authority:** To effectuate the purposes of the "Iowa Civil Rights Act" (ICRA), the ICRC now enters into a Cooperative Agreement with the Cedar Falls Human Rights Commission. Iowa Code §216.19.
- 3. **Purpose:** ICRC's purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. ICRC has designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.
- 4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Cedar Falls Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

- 3. **Period:** This Cooperative Agreement will run during Fiscal Year 2023. There is no commitment on the part of ICRC to contract with the Cedar Falls Human Rights Commission for the resolution of complaints after June 30, 2023.
- 4. **Total Amount**: The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2023 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.
- 5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and for cases cross-filed with the local agency EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and for cases cross-filed with the local agency and EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than September 1, 2022. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. Payment Schedule:

- (a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.
- (b) Resolutions: See Schedule A (attached) for rate of payment based on time received. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency directly to either the EEOC or HUD for contract credit or payment by the

federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. Because HUD prohibits ICRC from seeking credit for housing complaints investigated by a local agency, payment will only be made for cases directly referred to the ICRC for investigation immediately after intake.

- (c) Jurisdictional: Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300-day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.
- (d) Initial Filing Date: All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.
- 7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately fund the local human/civil rights agency to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.
- 8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.
- 9. **Confidentiality**: Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Cedar Falls Human Rights Commission agrees not to disclose the filing of a complaint or

confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Cedar Falls Human Rights Commission agrees not to disclose confidential information pertaining to the complaint that is not publicly available except as allowed by ICRC's rules.

- Reports: The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 5, 2022 (for July 1 September 30, 2022 activity); January 5, 2023 (October 1 December 31, 2022 activity); April 5, 2023 (for January 1 March 31, 2023 activity), and July 15, 2023 (for April 1 June 30, 2023 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2023. Cases submitted after July 15, 2023, will not be paid.
- 11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.
- This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint is received by the ICRC, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300-day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm, Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.
- 13. Closures. Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and

when cross-med with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor	Date
Chairperson, Cedar Falls Human Rights Commission	7/11/2 2 Date
Stan Thompson Executive Director, Iowa Civil Rights Commission	Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake:	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of	\$500 for housing cases eligible for cross-filing with HUD; \$250 for employment cases eligible for cross-filing with
	initial filing date with local agency.	EEOC; \$125 for cases not eligible for cross-filing

	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases eligible for cross-filing with HUD; \$150 for employment cases eligible for cross-filing with EEOC; \$75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases:	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325 for cases eligible for cross- filing with EEOC; \$100 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local agency.	\$200 for cases eligible for cross- filing with EEOC; \$50 for cases not eligible for cross-
FT.	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local agency.	\$0



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Rob Green and City Council Members

FROM: Julie Sorensen, Information Systems Manager

DATE: July 11, 2022
SUBJECT: M365 Migration

Our current Microsoft Office and Exchange server is end of life and required to be replaced by September 1 to be in good standing with our cyber security insurance.

Because of this mandate, we deemed this purchase as an emergency purchase and asked for quotes directly from four different vendors instead of sending Request for Quotes and waiting for replies. We gave each vendor the same requirements: we needed migration services and Microsoft Licenses for a certain number of users and the Microsoft tenant needed to be in the Government services portal of Azure because of CJIS.

We started this process on June 10 with our first vendor. We just recently received quotes from two vendors, and one vendor had to withdraw because they cannot implement government licensing.

Vendor	Total Implementation Cost	
Heartland Business Systems	Total Services for Migration - \$37185.00 plus committed	
	to a Sept 1 completion date	
	Microsoft licensing subscription of \$5893.20 /month	
Marco	Total Services for Migration - \$11809.00	
	Microsoft licensing subscription of \$5893.20/month	
	Suggested Backup services \$547.40 a month optional	
Insight – currently has the State of Iowa's Microsoft	We met with them on June 14, after I asked for a status	
licensing	on the quote, they requested we fill out a questionnaire	
	on July 10, I requested twice that they give us a quote	
	and as of this date we have not heard back.	
IP Pathways	Could not quote government Microsoft Licensing	

We recommend going with the Heartland Business Systems although their quote was higher than Marco's they included items like end user training for Microsoft Teams, which will be recorded and given to use for future training, system administration training and they are Microsoft Partner. They also committed to a September 1 completion in order to meet our Cyber Security Insurance requirement.

This project was budgeted for \$50,000 a year starting in Fiscal year 22 in the Network Upgrades line item. The Services portion will utilize the Penetration Security testing Services line item.

I've enclosed the Master Service Agreement provided by Heartland Business Systems and their Statement of Work. They are still working on the Certificate of Insurance but will provide that at a later date.

Please reach out to me with any questions.

Julie Sorensen Manager of Information Systems

Attachments: Cedar Falls HBS Master Service Agreement Cedar Falls Statement of Work

MASTER SERVICE AGREEMENT

This Agreement is made by and between **Heartland Business Systems, LLC**, a Wisconsin limited liability company ("Seller") with an address of P. O. Box 347, 1700 Stephen Street, Little Chute, WI 54140, and **City of Cedar Falls**, a city ("Buyer") with an address of 220 Clay Street, Cedar Falls, IA 50613.

Recitals

- i. The Seller is engaged in the business of providing information technology solutions.
- ii. The Buyer wishes to purchase certain products and services from the Seller.
- iii. The parties wish to enter into a master agreement to govern the purchase and sale of products and services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contain, the parties hereby agree as follows:

- 1. The Seller agrees to provide products and services to the Buyer as described in one or more Statements of Work executed by the Seller and the Buyer (a "Statement of Work"). The parties may agree to additional Statements of Work which will become part of this Agreement upon execution by the Seller and the Buyer. In addition, any other products or services provided by Seller shall be subject to the terms of this Agreement.
- 2. The terms of this Agreement will commence upon execution of this Agreement and will continue until terminated by the mutual agreement of the parties or as provided herein. In the event that a Statement of Work provides for a different term, the Statement of Work term will control for that specific Statement of Work only.
- 3. In exchange for the products and services provided by the Seller, as set forth in any Statement of Work, the Buyer shall compensate the Seller at the rates set forth in the Statement of Work.

- 4. If the Buyer desires a change to a Statement of Work, the Buyer shall submit a written request to the Seller, in accordance with the change order process defined in the applicable Statement of Work. If a change order is executed by both parties, the change order shall be incorporated into the applicable Statement of Work and shall have the same legal effect as the Statement of Work.
- 5. The relationship between the parties shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship. Any employee of the Seller who is assigned to perform services at the Buyer's facility shall be considered to be an employee of the Seller only, and will not be considered an agent or employee of the Buyer for any purpose. Neither party is an agent of the other party, and neither party is authorized to make any representation, contract or commitment on behalf of the other party.
- 6. Each party warrants and represents that: (a) it has obtained all necessary approvals and consents to perform its obligations under the terms of this Agreement; and (b) it is duly organized, validly existing, and in good standing under the laws of its state of organization and has full corporate power and authority to conduct its business. Each party shall perform all of its obligations under this Agreement in accordance with all laws and regulations.
- 7. The Seller shall maintain the insurance necessary to cover its obligations and responsibilities under this Agreement. Upon written request by the Buyer, the Seller shall provide a certificate of insurance or other acceptable proof of its insurance.
- 8. Each party shall have the right to immediately terminate this Agreement in the event that the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefits of creditors.
- 9. Either party may terminate this Agreement if the other party materially breaches any obligation under this Agreement, and such breach is not cured within

thirty (30) days after written notice thereof to the other party. This right is in addition to any other right or remedy allowed under this Agreement or applicable law.

- 10. The termination of this Agreement shall not release either party from the obligation to make payment of any amounts that are or will become due and payable.
- 11. The Seller's Standard Terms and Conditions located at http://www.hbs.net/standard-terms-and-conditions are incorporated herein by reference and made part of this Agreement. In the event of any direct conflict between or among a Statement of Work, this Agreement, and the Standard Terms and Conditions, the order of precedence shall be as follows: (a) the Statement of Work, (b) this Agreement, and (c) the Standard Terms and Conditions.
- 12. All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the addresses set forth in the introductory paragraph above, or any updated address provided by a party.
- 13. The waiver of any breach of any term contained in this Agreement shall not be deemed to be a waiver of that term or any subsequent breach of the same or any other term contained in this Agreement.
- 14. This Agreement may be executed in any number of counterparts and all of the counterparts shall together constitute one instrument. A signed copy of this Agreement delivered by facsimile, electronic mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Heartland Business Systems, LLC

Ву:	
Print Name:	
Print Title:	
Date:	_
City of Cedar Falls	
City of Cedar Falls	
City of Cedar Falls By:	
	_
By:	_



Statement of Work

City of Cedar Falls, IA

MICROSOFT 365 MIGRATION

SOW Prepared By:

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Project Overview

This Statement of Work ("SOW") reflects the services and material to be provided by Heartland Business Systems, LLC, hereinafter referred to as "HBS" for City of Cedar Falls, IA (hereinafter referred to as "Cedar Falls" or "Customer").

The purpose of this SOW is to implement the technology, standards, processes, and training to enable Cedar Falls to achieve the following goals for the project:

- Cyber Insurance requirements for MFA, CJIS, HIPAA
- Configure new government GCC Azure tenant
- Migrate from Exchange 2010 to Microsoft Exchange Online
- Provide robust security and reliability capabilities
- Facilitate productivity gains with strong collaboration, sharing, and integration
- Enable remote and mobile workforce
- Improve manageability and governance of applications

Licensing

One of the first areas that will need to be finalized is the licensing for Cedar Falls around Microsoft 365. Many of the components in the roadmap are tied specifically to licensing Microsoft 365 functionality that will enable key manageability functionalities.

- 1. Self Service Password Reset (SSPR)
- 2. Defender for Office 365
- 3. Email Encryption and Information Protection
- 4. Conditional Access Policies
- 5. Intune
- 6. Advanced MFA

HBS will work with Cedar Falls on recommended cloud licensing to accomplish the business and technical capabilities outlined in this SOW and migrate licensing to HBS' Cloud Solution Provider (CSP) licensing model.

General expectations at this time to support the capabilities for all users (if enabled for all users) would be licensed as follows:

Information Workers

- 1. Office 365 G3
- 2. Enterprise Mobility and Security G3
- 3. Microsoft Defender for Office 365 (Plan 1) GCC

Frontline Workers

- 1. Azure Active Directory Premium P1 for Government
- 2. Azure Information Protection P1 for Government
- 3. Microsoft Defender for Office 365 (Plan 1) GCC
- 4. Microsoft Intune for Government
- 5. Office 365 F3 GCC



Approach

HBS will work with Cedar Falls to provide a step-by-step implementation of Microsoft 365 solutions that will leverage many benefits of Microsoft's cloud including AI to help improve productivity with an underlying focus on security. This project focuses on some of the foundational components to establish a secure and governed cloud foundation.

Foundation

The foundational components are critical to the success of the overall deployment / program for Microsoft 365. The right amount of focus on these areas will reduce the effort for additional deployments and improve manageability of the environment. The timelines identified below are representative and will be defined in more detail in the scope portion of this SOW.

Foundation Roadmap



MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Licensing Review / Strategy	GA				Review current workloads, user personas / groups across organization and identify licensing strategy that best meets organization productivity, manageability and security objectives.
Active Directory Review	GA				Review current on-premises Active Directory environment to verify ready for integration with Azure Active Directory. Identify any cleanup efforts that may need to take place around OUs, domain suffix, etc.
Azure Tenant Planning	GA				Azure Active Directory configuration including AD Connect or ADFS integration to support ecosystem. Identifying and applying any configuration settings for security and regulatory compliance requirements.
Intune	DEV	GA			Deploy Intune for both MDM and Windows device management. This will greatly simplify the management landscape saving IT associate time while also providing a better end user experience.
Windows Autopilot		PT			Investigate use of Autopilot to reduce effort to deploy, manage devices by preconfiguring new devices while reducing infrastructure required. Scope includes pilot effort for the foundation deployment with additional rollouts as a separate scope.

Collaboration

The collaboration components of the Microsoft cloud adoption roadmap are essential because they will transform how things get done over time in an organization. Great products that can be aligned with Cedar Falls' culture and implemented incrementally to build upon the capabilities of the prior. Organizational change management is key for this rollout and HBS will guide Cedar Falls through this with a champion program utilizing the ADKAR methodology.

The scope of this SOW will implement a couple of the baseline functionalities, highlighted in yellow, and perform virtual workshops with the Cedar Falls team to define the goals and implementation scope for the additional productivity and collaboration components of Office 365.

The timelines identified below are representative and will be defined in more detail in the workshop portion of this SOW.

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Collaboration Roadmap



MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Exchange Online & Defender for Office 365	DEV	GA			Review current Exchange Online or migrate to Exchange Online. Configure Defender for Office 365 to protect against malicious attachments and provide safe links.
Office 365 Productivity Planning		GA			Hands-on experience to Microsoft's productivity tools with a focus on collaboration and productivity of leveraging the products to empower users to accomplish more. Workshops to review strategy and define roadmap for collaboration in Office 365.
Microsoft Teams for IM, Presence, Meetings		GA			Implement Microsoft Teams for presence, instant messaging, screen sharing, and internal conferencing
OneDrive for Business		PT	GA		Enable OneDrive for Business. Capture key use cases from pilot users to include on "What Goes Where" communication tool. Focus as a personal drive replacement.
Microsoft 365 Groups / Teams for Collaboration		PT	GA		Utilize Microsoft Teams as workplace hub for project collaboration. Teams become the vehicle of choice across the organization with governance implemented to control sprawl. Estimated setup of two - three pilot groups with training. No data / content migration.
SharePoint		PT	GA		Develop strategy for organizational document management / sharing to remove dependence on on-premises file shares. Develop comprehensive strategy for organizational, department, workgroup, team and external user file sharing and collaboration. Align file sharing strategy with corporate intranet.

Security

Security is one of the core focus areas for this project with MFA being the highest priority scope to complete. The features will be configured / aligned with Cedar Falls security posture and alignment with other tools already in place. The timelines identified below are representative and will be defined in more detail in the scope portion of this SOW.

Security Roadmap



PT: Pilot GA: General Availability EX: Extended Functionality

MSFT Product Solutions	Q1	Q2	Q3	Q4	Notes
Multifactor Authentication	GA	EX			Implement Azure MFA to add or replace existing multi-factor solution. Identify applications requiring protection with MFA and investigate integration with Conditional Access.
Conditional Access	DEV	GA	EX		Build conditional access rules to improve the Customer's security posture by requiring that successful authentication requests utilize MFA, managed devices, or other conditions of access.
Self-Service Password Reset	GA	EX			Deploy Azure SSPRM to allow users to reset their on-premises passwords as needed. Additionally, connections can be installed on the internal DCs plus the proxy role to allow the same strong password enforcement for on premises changes as ones performed in the cloud.
Single Sign-On	DEV	PT	GA		Enable Single Sign-on in Azure AD for SaaS and on premises applications that support SAML/ADFS to improve the end user login experience and reduce the number of account lockouts.
Azure Information Protection		PT	GA		Setup AIP for auto encryption of sensitive outbound email and create tags to protect managed data at rest. Implement Data Loss Prevention (DLP) policies.
Azure Application Proxy		PT	GA		Introduce Azure Application Proxy to allow access to on premises web applications in a more secure fashion that's also backed by Azure AD and Conditional Access.
Windows Hello for Business			PT	GA	Plan and deploy Hello for Business and see how far we can go to being password-less in the enterprise.



Project Scope

HBS will provide the following services and material, herein referred to as "Scope":

In Scope

Technical Overview

HBS and Cedar Falls have reviewed the recommendations for how to guide the implementation of the different solutions within Microsoft cloud technologies. These recommendations are built on experience and defined best practices for implementation and are based on user needs and ease, as well as technical requirements and efficiency.

This project is expected to take an estimated 8 weeks to complete from the project kick-off. If an extension to the project timeline is required, the parties shall utilize the Change Order process.

This project will address the following solutions from the roadmap recommendations:

Foundational

- Licensing Review
 - Review licensing options for Cedar Falls to verify proper licenses aligned to personnel and their requirements.
- Active Directory Review
 - o Run AD health check tools and procedures for the following:
 - Domain Modes
 - Role holders
 - Basic domain controller tests
 - IP info
 - DNS info
 - DNS Suffix info
 - Online
 - System Uptime
 - System Version
 - Disk drives and space
 - Full DC Diags
 - Full DC DNS Diags
 - Domain Replication and timing
 - Domain Time Configuration
 - Master time server
 - Synchronizing domain controllers
 - Netlogon site information
 - DNS Domain scavenging settings
 - Check manual AD items
 - Review of IPv4 and suffix for this connection settings
 - Review of NIC power settings
 - Review of allowed updates to DNS
 - Review of DNS forwarders and setup



- Review of DNS conditional forwarders if applicable
- Review of msdcs zone
- Review of primary domain zone
 - Include NSLOOKUP <domain> to ensure correct registered servers or other services that may be sharing it
- Review Domain Sites and Services
 - Subnets
 - Sites
 - Servers contained within sites
- o Documentation and applicable recommendations to customer.
- Tenant Configuration
 - Establish new GCC tenant and configure to support the Customer's ecosystem. The configuration will
 apply the identified settings for security and regulatory compliance requirements.
 - Setup Azure Active Directory Connect (AADC)
- Intune Workstation and Mobile Device Management (Pilot)
 - Intune Design Session
 - Configure Intune to remove Office 2010 from machines and install Microsoft 365 Apps for Enterprise
 - Rollout Intune management for pilot of 5 users with one device for each user (desktop, laptop, or mobile android / iOS devices)
 - Does not include Apple Business Manager and/or Android Enterprise Accounts configured
 - Package up to 3 iOS Apps, and 3 Android Apps
 - Train customer in Intune management (up to 2 hours)
- Single Sign On (SSO) Configuration
 - Enable Single Sign-on in Azure AD for SaaS and on premises applications that support SAML/ADFS to improve the end user login experience, and to reduce the number of account lockouts.
 - Create Group Policy Object (GPO) for enabling Seamless Single-Sign-On (SSO) in Office 365 tenant
 - Only IE, Edge, Firefox, and Chrome will be supported
 - Install necessary ADMX files into GPO

Productivity & Collaboration Overview

Cedar Falls is looking to plan the roadmap and adoption of the Office 365 productivity tools. HBS recommends a discovery effort and Teams Rapid Implementation to kickstart this effort and define the path to success.

Office 365 Discovery will include:

- Discovery Prep (Prior to Workshop): Run assessment of current environment
- Virtual Workshop: One day discovery session focused on:
 - Review current environment findings
 - Capture business goals/objectives
 - Office 365/Modern Overview
 - o Brainstorm use cases based on features/functions shown in Office 365
 - o Identify power users/early adopters for pilot program
 - Whiteboard Office 365 adoption roadmap/timeline
 - o Review Office 365 Admin Tenant setup
 - External sharing
 - Retention policy setup



- Group/Teams creation
- Create up to two Office 365 Groups to support pilot activities
- Display sample Organizational Change Management plan
- Begin Collaboration Roadmap Definition & Capital Estimates

MS Teams Rapid Implementation will include:

- Tenant Setup
 - Setup user with Azure AD Premium P1 to lock down Office 365 Group creation
 - Lock down Microsoft Teams creation to a smaller group
 - Setup records retention for future eDiscovery requirements, up to a half-hour for configuration of an Office 365 Retention Policy
 - Not strictly required, but strongly recommended from a data governance / information management perspective. Determine if customer already has an organizational / written policy, for which this should be implemented to match as a supporting technical control. Otherwise, by default, how long (minimum) should Office 365 content be retained for?
 - Teams Configuration
 - Create up to three Teams, including a company-wide Team having:
 - Organization-wide communication channel (General)
 - Recognition channel (open to all)
 - Teams Help, including a Teams Request form
 - End User Messaging/Adoption
 - o Provide 3 email communication templates for use with end users
 - Share a recording of an HBS-led Teams onboarding training session

Exchange Migration will include:

- Exchange Online to replace current Exchange on-premises environment
 - HBS will assist with the migration planning and communication efforts. HBS will work with Cedar Falls IT Staff to outline all user mailboxes and group them according to the coordination of the migration plan created. The communication plan will include templates to aid with setting user expectations during the migration process. The templates include:
 - General awareness communication
 - Countdown to implementation (Coming soon what you need to do)
 - Today is the day! Implementation communication
 - Post-migration communication, Reminder of support channels
 - One-week post-go live reinforcement communication
 - The technical migration will include:
 - Introduce Exchange 2016 for hybrid migration to Microsoft 365
 - Discovery and health check of current Exchange on premises environment
 - Verify correct version of .NET is installed, both pre- and post-upgrade
 - Verify latest or previous release cumulative update is installed. Setup time to perform a backup/snapshot and apply the update. Multiple reboots required if updated needed.
 Will be performed after hours at a time of customer choosing, if possible
 - No Exchange Edge servers will be installed and/or configured
 - Public DNS
 - Access customers own public DNS Name Servers for any changes



- Provision and configure Office 365 tenant for Hybrid implementation
- Apply licensing to Office 365 tenant
- Setup Office 365 Retention policy
- Setup Office 365 Email Encryption
- HBS will modify public and private DNS to support the new Exchange and Office 365 environment
- Configure DMARC, DKIM, and SPF settings for enhanced security and usability of the Office 365 tenant
- Work with Cedar Falls IT Staff to reconfigure firewall to allow appropriate Office 365 network traffic to proper internal IPs and ports
- Configure hybrid relationship between hosted Exchange servers and Office 365
- Verify hybrid co-existence, migrate a test user, and test mail flow. Also, test ActiveSync and Autodiscover functionality via Outlook 2019 and Outlook mobile app
- Migrate mailboxes to Exchange Online
- Once all data has been migrated to the Office 365 tenant, turn off all Exchange 2010 servers for a few days to verify there are no issues in the environment. Triage, as necessary.
- Existing servers will be decommissioned. A new Server 2019 VM will be created for a new Exchange 2019 installation. This will be used for hybrid management purposes, SMTP relay, and to remain in a Microsoft supported configuration.

Security

Security Baseline and Management

- Multi-factor Authentication (MFA) Configuration
 - Implement Azure MFA to add multi factor authentication solution for Microsoft 365 and determine coexistence with Duo MFA. Identify applications requiring protection with MFA and investigate integration with Conditional Access
 - o This includes the set-up and deployment of up to 5 users
 - Microsoft MFA Training (up to 2 hours)
 - o All additional users migrated to MFA by Cedar Falls IT staff
- Conditional Access
 - o Build conditional access policies to improve Cedar Falls security posture by requiring that successful authentication requests utilize MFA, managed devices, or other conditions of access.
 - o This will include one policy implemented hand in hand with the Cedar Falls IT team.
- Self-Service Password Reset (SSPRM)
 - Deploy Azure SSPRM to allow users to reset their on-premises passwords
 as needed. Additionally, connections can be installed on the internal domain controllers plus the
 proxy role to allow the same strong password enforcement for on-premises changes as ones performed
 in the cloud.
 - This includes the set-up and deployment of up to 5 users
 - SSPRM Training (up to 1 hour)
 - o All additional users migrated to SSPRM will be completed by Cedar Falls IT staff
- Azure Information Protection (AIP)
 - o Setup AIP to provide the ability to classify, label data, and protect it using encryption.
 - This will include one policy implemented hand in hand with the Cedar Falls IT team.
- Defender for Office 365
 - Configure Defender for Office 365 to help protect against malicious attachments and phishing links in emails with Safe Links.



Review of Anti-phishing policies with Cedar Falls IT team

Project Management

Due to the number of projects within this overall digital transformation, HBS will provide a senior project lead to act as the Project Manager to manage plans, timelines, and budget for all efforts provided by HBS. This single point of contact will have expertise and experience across the multiple featured solutions and will understand how to manage all team members involved to keep budget spend under control and ensure the overall program plan remains focused and effective. As part of project management, regular status reporting will be provided, including a summary of progress on deliverable completion versus spending for each deliverable will be provided for approval.

Out of Scope

- Exchange Online Migration
 - o Installing and configuring client software
 - Network changes (Example: Creating DMZ, firewall rules, etc.)
 - Mitigation of existing Active Directory health issues
- Any issues encountered with end-users' mobile devices. Any issues encountered with end-users' PCs.
 Issues encountered due to Legacy Exchange server existing within Active Directory prior to this migration File migration to OneDrive, SharePoint, Teams, or other online file storage repository
- Any work or material not specifically identified in this document is not included in this Agreement

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The prompt completion of this engagement will depend on the availability of the necessary Customer personnel.
- The prompt completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process, as necessary.
- HBS assumes Exchange 2010 is at patch level SP3 at a minimum for migration to Office 365.
- HBS limiting deployment for up to 5 users for Intune (one device per user), MFA, Defender for Office 365, and SSPRM.
- O365 Discovery workshop will not be held until the prerequisite assessment steps are completed. A placeholder
 meeting notice will be set to reserve the time; however, in the event the customer has not granted access
 and/or provided the required information 48 hours before the meeting time, the meeting hold will be cancelled
 until such time as the pre-requisite steps have been completed.
- If not already in place, Customer agrees to HBS's recommended Azure AD Connect and Record Retention (for future eDiscovery) policy required for Microsoft Teams Rapid Implementation.
 - Azure Active Directory Connect (AADC):
 - Not strictly required, but strongly recommended for any organizations who already have an "on-premises" Active Directory Domain (are not "cloud-only"). Not applicable for cloud-only organizations. Allows customer staff to use the same usernames and passwords both on-premises (servers/workstations) and in O365 (Teams, etc.).



- Requires an identified server for installation. HBS recommends a dedicated Azure Cloud Services (ACS) "utility" server for AADC, and any (future) related utilities, e.g., Power BI On-Premises Data Gateway, and others. Recommendation is Windows Server 2019 with 2 vCPU, 8 GB RAM, and 80 GB disk space. Must be domain-joined, and on the internal network (not a DMZ, etc.). No other server roles are required but should be current with all Windows Updates. Not recommended but can be installed on an existing server (including a Domain Controller, if no other options) if needed to save the cost of a Windows Server license (if customer is not on VMware, etc. and/or does not have Windows Datacenter licensing).
- This rapid implementation offering includes up to 2 hours of consulting for AADC needs. The customer will ideally have an available server prepared prior to implementation. HBS will require full remote access to the server, including access to an Active Directory account with Domain Admin and Enterprise Admin rights. Customer may also provide access over a remote support session, if remote control is granted, and customer remains available to enter credentials when required. Customer or customer's IT representative is encouraged to participate in the configuration session regardless of answering any questions around the AD / OU structure, etc.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all passwords and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, the Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall
 include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures,
 telecommunication circuits, server issues, desktop issues, the acts, or omissions of any third party, or any other
 occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process
 or on a time and materials basis.

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Item 16.

City of Cedar Falls, IA - Microsoft 365 Migration

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing, and validation of the project deliverables.
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as "Deliverables") for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable						
Found	Fo undation and Security Implementation						
1	Active Directory Review						
2	Azure GCC Tenant Configuration						
3	SSO Enabled						
4	MFA Configuration (up to 5 users) and Training						
5	Conditional Access Configuration with One Policies Deployed						
6	SSPRM Configuration (up to 5 users) and Training						
7	AIP Configuration with One Policy Deployed						
8	Intune Configuration (up to 5 users) and Training						
9	Defender for Office 365						
Produc	ctivity						
10	Virtual Workshops - Discovery / Governance / Mitigation Risks / Roadmap Review						
11	Define Scope of Work for the O365 and Champion Program Implementation						
12	Configure Exchange Online Migration from Exchange 2010 on premises and migrate users						
13	Teams Configuration for Chat, Online Meetings, Screen Sharing						
14	Teams Configuration for up to 3 Teams						

Item 16.

City of Cedar Falls, IA - Microsoft 365 Migration

Estimated Hours

This is an estimate of hours and, by its nature, is a "best guess," based on industry standards and best practices, HBS' experience, and Customer's needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs.)					
Phase 0 –	hase 0 – Project Management						
0.a	Project Management / Program Management / Change Management	35					
Phase 1 –	Phase 1 – AD / Tenant Reviews, Exchange Migration Discovery 10 hours						
1.a	Foundation – Active Directory Review	8					
1.b	Foundation – Azure Tenant Configuration / Azure AD Connect	2					
Phase 2 –	Exchange Online and Base Security Setup	84 hours					
2.a	Security – MFA Configuration (5 users) with Conditional Access & Training	6					
2.b	Security - Defender for Office 365 Configuration / Anti Phishing Review	6					
2.c	Productivity-ExchangeMigrationfromExchange2010onpremisestoGCCTenant	72					
Phase 3 –	Office 365 Productivity Workshop and Strategy	28 hours					
3.a	Productivity – Office 365 Workshop	12					
3.b	Productivity – SOW based on workshop outcome	N/A					
3.c	Productivity – Teams Rapid Implementation & 3 Teams Setup	16					
Phase 4 –	Intune MDM / MAM and Advanced Security Setup	44 hours					
4.a	Foundation - Intune Configuration, Training and Pilot (5 users)	38					
4.b	SSPRM Configuration, Training & Pilot (5 users)	3					
4.c	AIP Configuration & Pilot (1 policy)	3					
Т	To tal Hours	201 hours					

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

CONFIDENTIAL 12 194



Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

CONFIDENTIAL 13 195



M365 Migration



Prepared For: Cedar Falls, City of Julie Sorensen 220 Clay Street Cedar Falls, IA 50613

P: (319) 268-5111

E: julie.sorensen@cedarfalls.com

Prepared By:

Des Moines Iowa Area Office

Keri McMahon 11259 NW Aurora Ave Urbandale, IA 50322

P: (515) 400-8296 **E:** kmcmahon@hbs.net

Quote #281338 v1

Date Issued:

07.07.2022

Expires: 08.03.2022

Subtotal

\$37,185.00

Monthly Recurring	Services	Recurring	Qty	Ext. Recurring
	s the start of a new 12 month subscription in which the pricing outlined is eff atity cannot be reduced or cancelled after the first 7 calendar days after the o	•	on of the	term. The
Board of Commission	on Workers			
CSP-DIRECT- 297a175422eb	Exchange Online (Plan 1) for GCC	\$4.00	41	\$164.00
CSP-DIRECT- d8d951605d94	Azure Active Directory Premium P1 for Government	\$6.00	41	\$246.00
Frontline Workers				
CSP-DIRECT- b9f131ffbf3d	Office 365 F3 GCC	\$4.00	138	\$552.00
CSP-DIRECT- d8d951605d94	Azure Active Directory Premium P1 for Government	\$6.00	138	\$828.00
CSP-DIRECT- 55496d798261	Azure Information Protection Premium P1 for Government	\$2.00	138	\$276.00
CSP-DIRECT- fefd6c8a5ddc	Microsoft Intune for Government	\$6.60	138	\$910.80
Information Workers	8			
CSP-DIRECT- d54f7a54ce8e	Office 365 G3 GCC	\$22.00	92	\$2,024.00
CSP-DIRECT- 4ea40fc2afe2	Enterprise Mobility + Security G3 GCC	\$9.70	92	\$892.40
		Recurring Subtotal		\$5,893.20
Services		Price	Qty	Ext. Price
HBS-FLEX- SERVICES	HBS FLEX Services Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$37,185.00	1	\$37,185.00

 Quote Summary
 Recurring
 One-Time

 Monthly Recurring Services
 \$5,893.20
 \$0.00

 Services
 \$0.00
 \$37,185.00

 Total:
 \$5,893.20
 \$37,185.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices made configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims an terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this again.

Quote #281338 v1 Page: 1 of





legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance		
Des Moines Iowa Area Office	Cedar Falls, City of	
Keri McMahon		
Signature / Name	Signature / Name	Initials
07/07/2022		
Date	Date	



HBSFLEX 2022 Service Schedule 2

SCHEDULE to the Service Agreement ("Agreement") between Heartland Business Systems, a Wisconsin limited liability company, hereafter called (Heartland) and Cedar Falls, City of(Customer). Heartland and Customer (hereafter called PARTIES) agree as follows:

- 1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
- 2. Pricing. Customer agrees to pay Heartland based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
- 3. Travel. Travel will be billed to customer at below rates based on one way travel from closest Heartland office.
- 4. Prepayment. HBSFLEX Volume Service Pricing is available only for prepaid service blocks.
- 5. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.
- 6. Additions. Should this quote be an addition or conversion of an existing agreement, Rate schedule below will apply to all funds.

HOURLY SERVICES BILLING SCHEDULE						
(time is billed in 15 minute increments)						
Engineer Work Role	Hourly Rate					
Project Coordinator Structured Cabling	\$55 \$85					
	\$115					
AV Tech I Break-Fix I	\$110					
Cisco Collaboration I						
ESRM Coordinator						
Help-desk I						
Infosec Coordinator I						
Physical Security Engineer I						
Point of Sale I						
AV Engineer 2	\$150					
Cabling Project Manager 2						
Cisco Collaboration 2						
CRM 2						
Enterprise Engineer 2						
HBS Data Center Engineer 2						
Imaging Technician 2						
Mitel Collaboration 2						
Network Operations Center 2 O365/SharePoint 2						
Physical Security Engineer 2						
SMB Engineer 2						
Apps Business Consulting 3	\$185					
AV Engineer 3	Ψ100					
Business Prod Consultant 3						
Cisco Collaboration 3						
Collaboration Project Manager 3						
Custom Development 3						
Enterprise Engineer 3						
Imaging Technician 3						
Infosec Consultant 3						
Mitel Collaboration Engineer 3						
Network Operations Center 3 O365/SharePoint 3						
Physical Security Engineer 3						
Project Manager 3						
Websites/Kentico 3						
BI/Data Analytics/SQL 4	\$205					
Business Prod - Sr Consultant 4	* -55					
Cisco Collaboration 4						
Enterprise Technical Engineer 4						
ERP/Dynamics GP 4						
Project Manager 4						
Applications Architect 5	\$225					
Business Prod - Custom Dev 5						
Cisco Collaboration 5						
Enterprise Principal Engineer 5						
ERP/Dynamics GP 5						
Infosec Consultant 5	40					
Enterprise Principal Engineer 6	\$275					
Collaboration Architect 6						
Infosec Consultant 7	\$275					
On Call Pager	\$200					



After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate

Microsoft CSP Engagement Outline

Microsoft CSP Terms & Conditions

SCHEDULE to the Service Agreement ("Agreement") dated between Heartland Business Systems LLC, a Wisconsin limited liability company (hereafter called "Heartland") and Customer. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.

Heartland and Customer (hereafter called PARTIES) agree as follows:

Microsoft Cloud Solution Provider ("CSP") Software Licenses

- **Term.** The term of this SCHEDULE and Engagement shall begin on the subscription start date and remain in effect until the subscription end date. Microsoft cloud licensing outlined in this quote must remain under the management of Heartland until subscription end date.
- Annual Cloud Subscription. Customer has the right to increase license quantities on an as-needed basis. Seat adjustments that take place after license Created Date will be reflected on the invoice for the following month. Customer can decrease quantities up to 72 hours after new subscription start date for a prorated refund. Adjustments made after 72 hours are not eligible for a refund. As a condition of this agreement, customer agrees to allow Heartland to adjust licenses on an as needed based on customer email request without signed quote approval. This provides for more nimble processing of licenses on an as needed based for the customer. License change requests should be through the HBS Microsoft Cloud Licensing Management Portal. This agreement shall automatically renew for additional one (1) year terms, unless terminated as provided for in this agreement. Either party may terminate this agreement by providing at least fourteen (14) calendar days' written notice prior to the end of the current term. HBS shall have the right to adjust the pricing for this Agreement, effective on or about each anniversary date of this Agreement. In addition, HBS shall also have the right to adjust the pricing for this Agreement at any time that Microsoft adjusts its CSP pricing.
- Monthly Cloud Subscription. Monthly subscriptions are subject to higher price, per the terms of Microsoft. Customer has the right to increase license quantities on an as-needed basis. Seat adjustments that take place after license Created Date will be reflected on the invoice for the following month. Customer can decrease quantities up to 72 hours after new subscription start date for a prorated refund. Adjustments made after 72 hours are not eligible for a refund. Monthly subscriptions are subject to higher price, per the terms of Microsoft. As a condition of this agreement, customer agrees to allow Heartland to adjust licenses on an as needed based on customer email request without signed quote approval. This provides for more nimble processing of licenses on an as needed based for the customer. License change requests should be through the HBS Microsoft Cloud Licensing Management Portal.
- HBS Cloud Licensing Management Portal. The Global Admin or Billing Admin of the customer's tenant can leverage the HBS Cloud Licensing Management Portal at https://csp-portal.hbs.net to adjust quantities based on subscription term for applicable cloud licenses. HBS Engineers or HBS Consultants with Global Admin privileges can adjust on behalf of the customer. As a condition of this agreement, customer agrees to allow Heartland to adjust licenses on an as needed based on customer email request without signed quote approval. This provides for more nimble processing of licenses on an as needed based for the customer.
- Pricing. Heartland will set customer's pricing and payment terms for per order based on the terms set forth by Microsoft, and subject to change by
 Microsoft
- Paused Subscriptions. Heartland shall have the right to immediately suspend any subscription in the event that a customer fails to pay any invoice by its due date. In the event of such suspension, data will only be accessible to admins; users will not be able to access Microsoft 365, files, or applications. Subscription billing will remain on.
- Azure Services. In the event that the customer elects to remove Heartland as the customer's CSP Azure Plan administrator, the customer shall be required to pay Heartland a monthly fee of 15% of the amount that the customer is billed for Azure consumption during that month. The customer shall continue to pay this fee until such time as the new CSP administrator is assigned for the customer. Provided pricing for Azure services are based on estimated consumption and/or Reserve Instance pricing, both at Microsoft pricing to date. Final costs, which are determined by Microsoft and subject to change, will be invoiced by HBS monthly based on actual consumption and/or reserved pricing. Early termination of Reserved Instances are subject a 12% cancellation fee plus the remaining balance your Reserved Instances up until original end date.

Microsoft Cloud Solution Provider ("CSP") Support

• Support Terms. It is understood that, as per Microsoft CSP Program Terms and Conditions, support services for cloud products licensed via Microsoft CSP Licensing will be provided by Heartland Business Systems directly. Support for break/fix of cloud products licenses through Microsoft CSP, is included with monthly license costs, if the root caused is determined to be caused by Microsoft. Should Microsoft technical assistance be required, Heartland will open a support case on customer's behalf. Support for implementation, portal changes, user license creation, license quantity adjustments, setup changes, design engineering, education, security changes, roadmap upgrades, application customizations, issues caused by customer misconfiguration or incompatibility with 3rd party hardware or software, or any other non-Microsoft-caused issue are not included and will be billed separately by Heartland. Such support will be billed at the applicable hourly rate based HBS Standard Time and Materials Rate or per HBS FLEX agreement if one is on file. Under CSP, customer does not have access directly to Microsoft Technical Support. By signing this agreement cust

Quote #281338 v1 Page: 4 of



agrees to pay any hourly support charges incurred.

- Eligible Support Contacts: As part of the onboarding process, Customer is required to assign no more than three contacts eligible to leverage the Heartland CSP Help Desk. It is recommended that such contacts be knowledgeable in the Customer's email hosting/anti-virus software, print server, remote desktop services, operating system, local or domain admin credentials, if applicable.
- Eligibility: 1) Active license subscription, with Delegated Admin, for cloud CSP products currently licensed with HBS. 2) Completion of CSP Help Desk Onboarding. 3) Correct ticket routing using the above Contact Info.
- Scenario of Support Services: Heartland obtains the right to escalate tickets to the next Tier as well as deem a ticket to be out-of-scope of free services as their discretion.

Sample Scenario	Coverage
Reactive services in response to Microsoft-caused errors on cloud products via Microsoft CSP, including but not limited to stop/blue screen errors, bugs, patches, updates incompatibility	Included
End-user, setup, or customization-caused error	No
General application administration services including but not limited to username/password reset, user management	No
Application enhancement services including, but not limited to, training, capability & security discussion, general consultation	No
Product is not cloud-based or is licensed any way except Microsoft CSP including but not limited to Web Direct, Volume (Open Value or Open Business), Enterprise Agreement or On-Prem CSP	No

Page Break

Microsoft Customer Agreement

The customer shall also be bound by the Microsoft Customer Agreement located at https://www.microsoft.com/licensing/docs/customeragreement, which is incorporated herein by reference. Microsoft may update these terms from time to time.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Rob Green and City Council MembersFROM: Julie Sorensen, Information Systems Manager

DATE: July 11, 2022

SUBJECT: Door Access Control

With the addition of the Public Safety Building in 2019 and now the remodel of City Hall we have found the current technology in Access Controls is changing enough that an upgrade to our current Access control system is warranted to enable newer technology.

We began looking into different systems when we built the Public Safety building and felt an Avigilon System would be the best fit for our needs. The library also implemented a new Avigilon system with their doors in 2020 so we felt to maintain consistency and enable future growth we would request for bids of upgrading our current door access to an Avigilon system. We sent an RFP out on May 20 and sent it to lowa retailers listed on the Avigilon systems website. The RFP was a large project asking for replacement of door access controls at all of the city locations including gates. We received one bid back.

Vendor	Total Implementation Cose
Inteconnex	\$138,232.94

Inteconnex, our current vendor, for the library door system and security cameras was the only firm that returned the bid. This project was budgeted in fiscal year 2022 and continuing in fiscal year 2023 for a total of \$120,000. Because, the bid came in over budget I did request a meeting with the City Hall contractor and electrician to discuss the needs in City Hall. Inteconnex suggested City Hall was would be the easiest to cut costs because they weren't familiar with the new construction area. Unfortunately, we didn't find any areas to cut costs. The additional \$18,000 will be supplemented by moving back the Work Order system Implementation by one year.

They have signed our standard goods and services agreement, however, the insurance certificate they provided didn't include the needed information. I feel this is an oversite because they have provided insurance certificates for the College Hill work and are a current supplier for most of our camera projects. This will be provided before work begins.

I've included the Quote provided in the RFP as the Exhibit B and the timeline they presented in the RFP as Exhibit A. Please contact me with any questions at (319)268-5111.

Julie Sorensen Manager of Information Systems

Attachments: Inteconnex Goods and Service Contract Inteconnex Exhibit A - Approach of Implementation Inteconnex Exhibit B - Quote

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

SERVICE/PRODUCT AGREEMENTS with Inteconnex

This Agreement is by and between	Inteconnex	("Contractor") and the City of Cedar Falls
lowa ("City"), and is to be effective on th	e date last signed by the	e 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. <u>Compensation</u>

- 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 "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", 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 "B".
- 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.
- 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. <u>Termination.</u>

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. <u>Disputes.</u>

- 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. <u>Indemnification.</u>

- 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 '	"C"
unless this insurance requirement is waived by the City in this Section.	

Insurance requirement waived:	(Signature and title of
authorized City employee or officer)	

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 lowa 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 lowa, 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 lowa Code Chapter 22, the lowa 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 lowa 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 <u>Confidentiality of Shared Information.</u>

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.

entire agreement and under	standing by and between the parties v	with respect to the subject matter, and no no or verbal, not contained in this Agreement, shall
be of any force or effect.	greements, or understandings, writte	TO Verbal, not contained in the righterning seems
23.2. No change, modificated and signed by the party aga	cation or waiver of this Agreement sha inst whom such change, modification	all be valid or binding unless the same is in writing or waiver is sought to be enforced.
24.0. <u>Additional Terms.</u>		
25.0. <u>Notices.</u>		
Any notice required to be give provided to:	en under this Agreement and any au	thorization required to be provided shall be given or
City:		Contractor:
Name:		Name: Marc Meyer
Title:		
Address:	/	Address: 3925 Fountains Blvd N.E.
		Ste. 100 CedarRapids, IA S2411
Telephone:		Telephone: 319-739-0868
Email:		Email: mmeyera inteconnex.com
In Witness Whereof, the Cit below.	y and the Contractor have caused thi	s Agreement to be executed as of the last date listed
CONTRACTOR		
(Name of Contractor) I	teconnex	
By: March KVV Its: President	legen	Date: 6/29/2022
CITY OF CEDAR FALLS, I	AWC	

This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the

23.1.

Robert M. Green, Mayor

Attest:	Date:
Tillost.	

Jacqueline Danielsen, MMC, City Clerk



Approach of Implementation

Inteconnex engineering and sales have reviewed the RFP, met with Cedar Falls representatives, completed site walks, and prepared designs based on the information provided.

Upon project award and completion of the final contractual agreement, Inteconnex will sponsor a "Pre-Construction" Project meeting. The pre-construction meeting will be the forum for collaboration between city representatives and Inteconnex staff on the entire project scope with associated milestone and timeline requirements. This will also be the forum where all project hardware proposed will be confirmed. Any adjustments in counts and type of hardware will be made with required change orders. Following the pre-construction meeting, Inteconnex will initiate the equipment and software order with specified vendors. Installation will begin immediately upon receipt of equipment from the manufacturer. The estimated system completion is 90 days from installation start date, based off of the scope of work described and proposed by Inteconnex.

For system implementation, Inteconnex assigns a senior technical lead that will act as a project manager to lead the implementation team and work closely with Cedar Falls representatives. Inteconnex sales and engineering will continue to be involved with both the installation team and the customer to answer questions, provide clarifications, facilitate communications, and provide additional design consulting services as necessary.

Once the systems are installed, commissioned, and accepted by the customer, Inteconnex provides ongoing support, both remotely and on-site as necessary. Service level agreements are customized based on the level of service required by the customer. Service issues may be reported through an online service portal or contacting the Inteconnex operations manager via voice, text, or email.

Inteconnex understands the importance of cost effectiveness and total cost of ownership. We have implemented a unique system to maximize value, reduce overall cost of ownership and enable predictable budgeting for system expansion and maintenance.



Inteconnex.

Number

JOEHQ1818

Date

Jun 15, 2022

P:

Sold To

City of Cedar Falls

220 Clay Street Cedar Falls, Iowa 50613

Terms Job Name

Net 30 8687-City of Cedar Falls

Access Control

Conversion RFP

Qty	Part Number	Description		
		Avigilon ACM Licensing		
8	AC-SW-LIC-16RCU-6-P	Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise Enterprise Plus & Virtual		
1	AC-SW-LIC-BDGE-6-P	Badging Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual		
1	AC-SW-LIC-SQL-6-P	Access Control Manager 6 Microsoft SQL Server Connectivity Software License (from Microsoft SQL 2000 forward)(per appliance)		
1	AC-PRO-MIGF-SQL	One-time migration and filtering of Identity data from a single SQL data source into Avigilon ACM. Migrated data will include demographic information; images; tokens; and roles. PREREQUISITES: AC-SW-LIC-SQL-6-F ACM SQL collaboration licensing is required and is not included. Service will be delivered remotely and require remote access to the customers environment.		
		Hearst Center for the Arts 304 W Seerley Blvd		
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply ability to power both Mercury boards and door locks from the same supply. Includes a painted steel encloss removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24V power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) out (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused o (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enabl monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (2 Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	v is the ure; V/2A eputs utput form le space	
1	AC-MER-CONT-LP1501	Intelligent Controller; Linux Based with 1 door; 2 inputs and 2 outputs; PoE+ Support; expandable up to 1 doors. (Mercury Part #: LP1501)	7	
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure		
		City Hall 220 Clay Street		
1	AC-LSP-16DR-MER-LCK	Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with sex AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is ability to power Mercury boards and door locks. Includes a painted steel enclosure; removable pre drilled back plate; controller standoffs and mounting screws. System includes one 150 watt 12V/12A pre-wired to sixteen Class 2; Power Limited (CL2PL) outputs (two D8P Boards) delivering regulated independent power connective each Mercury board and one 250 watt 24V/10A power supply-battery chargers pre-wired to sixteen fused outful (two C8 Boards) for independent relay lock power. Both power supplies features dual outputs (12 & 24volts I form 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enamonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Cabinet siz 20" x 24" x 6.5" with door lock and two (2) keys. Weight 26 lb.(LifeSafety Power Part Number: FPO150/250-2C82D8PE4M1)		
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mere Part #: LP1502)	cury	
6	AC-MER-CON-MR52-S3B	HID® Mercury [™] MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	e - (2	
2	Access Control (Per Ft) BAT-70	Access Control Composite Cable Rechargeable battery, 7.0 Ah ,12 Volt.		
2	DV 1-\0	Includes: (1) Set of battery leads	211	

(1) Set of battery leads

Qty	Part Number	Description	Item 17.
		(1) Battery bracket for NCL enclosure	. item i7.
		Water Reclamation Center 501 E 4th Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power suphility to power both Mercury boards and door locks from the same supply. Includes a painted steel en removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fus (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to e monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	pply is the closure; 24V/2A) outputs ed output oC); form enable tery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury
1	AC-MER-CON-MR50	Part #: LP1502) Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: M	1R50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes:	
		(1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Water Reclamation -309 building 501 E 4th Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power surability to power both Mercury boards and door locks from the same supply. Includes a painted steel en removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fus (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to e monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	pply is the closure; 24V/2A) outputs ed output oC); form enable tery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Part #: LP1502)	Mercury
2	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: M	IR50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Public Works 2200 Technology Parkway	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power surability to power both Mercury boards and door locks from the same supply. Includes a painted steel en removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fus (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to e monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	pply is the closure; 24V/2A) outputs ed output oC); form enable tery space
1	AC-MER-CONT-LP2500	Intelligent Controller; Linux Based; expandable up to 64 doors. (Mercury Part #: LP2500)	
4	AL600ULACM	Access power controller with power supply/charger, 8 fused relay output, 12/24VDC @ 6A, FAI, 115VBC400 enclosure	VAC,
50	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: M	IR50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah, 12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Bluff Street-Transfer Station 1524 State Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with	
		AC-MER-CON–MR52 (Mercury hardware sold separately). The advantage of a dual voltage power sure ability to power both Mercury boards and door locks from the same supply. Includes a painted steel en removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and	closi 212

Qty	Part Number	Description	Item 17.
1	AC-MER-CONT-LP1502	power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) on (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enable monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M) Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Me	output form ble y space (2) keys.
4	AC-MER-CON-MR50	Part #: LP1502) Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR5	
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	,
		Bluff Street-Old PW 1524 State Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with or AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply ability to power both Mercury boards and door locks from the same supply. Includes a painted steel encloremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24V power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) ou (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enabmonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	y is the sure; V/2A atputs output form ble y space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Me Part #: LP1502)	rcury
4	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR5	(0-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah, 12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
1	AC-LSP-4DR-MER-LCK	Recreation Center 110 E 13th Street Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with or AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply ability to power both Mercury boards and door locks from the same supply. Includes a painted steel encloremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24V power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) ou (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enab monitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	y is the sure; V/2A atputs output form ble y space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Me Part #: LP1502)	rcury
2	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR5	(0-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah, 12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		The Falls Aquatic Center 3025 Main Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with or AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply ability to power both Mercury boards and door locks from the same supply. Includes a painted steel encloremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24V power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) ou (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC); 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enabmonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Battery for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two (Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	y is the sure; V/2A atputs output form ble y space (2) keys.
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Me Part #: LP1502)	210

Qty	Part Number	Description	Item 17.
3	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: Man	
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Visitors Center 6510 Hudson Road	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power suppability to power both Mercury boards and door locks from the same supply. Includes a painted steel enciremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24 power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enamonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batter for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	ply is the losure; 4V/2A outputs d output C); form able ery space
1	AC-MER-CONT-LP1501	Intelligent Controller; Linux Based with 1 door; 2 inputs and 2 outputs; PoE+ Support; expandable up to doors. (Mercury Part #: LP1501)	o 17
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Beach House Island Park	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power suppability to power both Mercury boards and door locks from the same supply. Includes a painted steel enciremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24 power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) of (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enamonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batter for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	ply is the losure; 4V/2A outputs d output C); form able ery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (M Part #: LP1502)	Iercury
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		FireStation Main 1718 Main Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power suppability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclared removable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24 power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) of (D8P Board) delivering a regulated independent power connection to each Mercury board and four fused (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts DC 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to enamonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batter for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and two Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	ply is the losure; 4V/2A outputs d output C); form able ery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (M Part #: LP1502)	Iercury
3	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR	R50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Fire Station North Cedar Lone Tree Road	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with a AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power suppability to power both Mercury boards and door locks from the same supply. Includes a painted steel enclaremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 24 4 4 4 4 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6	ply lost 214

Qty	Part Number	Description	Item 17.
1 2	AC-MER-CONT-LP1501 BAT-70	power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fuse (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D6 C7 fault relay contacts; a fire alarm input and network interface (interface module sold separately) to emonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M) Intelligent Controller; Linux Based with 1 door; 2 inputs and 2 outputs; PoE+ Support; expandable up doors. (Mercury Part #: LP1501) Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	ed output C); form nable ery space vo (2) keys.
		Community Center 524 Main Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power sup ability to power both Mercury boards and door locks from the same supply. Includes a painted steel encremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 2 power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fusc (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D6 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to emonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	pply is the closure; 24V/2A outputs ed output C); form nable ery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (I Part #: LP1502)	Mercury
3	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: M	R50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
		Public Safety Building 4600 Main Street	
1	AC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supability to power both Mercury boards and door locks from the same supply. Includes a painted steel encremovable pre drilled back plate; controller standoffs and mounting screws and a 75 watt 12V/2A and 2 power supply-battery charger. The power supply is pre-wired to eight Class 2; Power Limited (CL2PL) (D8P Board) delivering a regulated independent power connection to each Mercury board and four fusc (C4 Board) for independent relay lock power. The power supply features dual outputs (12 & 24volts D6 'C' fault relay contacts; a fire alarm input and network interface (interface module sold separately) to emonitoring; reporting and control of the power system from Access Control Manager (ACM) link. Batt for two 12V; 8Ah batteries is available in cabinet. Cabinet size: 16" x 20" x 4.5" with door lock and tw Weight 19 lb.(LifeSafety Power Part Number: FPO75-B100C4D8PE2M)	oply is the closure; 24V/2A outputs ed output C); form nable ery space
1	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (I Part #: LP1502)	Mercury
2	AL600ULACM	Access power controller with power supply/charger, 8 fused relay output, 12/24VDC @ 6A, FAI, 115V BC400 enclosure	/AC,
26	AC-MER-CON-MR50	Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: M	R50-S3)
2	BAT-70	Rechargeable battery, 7.0 Ah ,12 Volt. Includes: (1) Set of battery leads (1) Battery bracket for NCL enclosure	
	Hardware	Installation hardware	
1		Total Labor	

Thank you for giving Inteconnex the opportunity to earn your business. This Quote is subject to and conditioned upon your acceptance of the Inteconnex Standard Terms and Conditions (www.inteconnex.com/inteconnexstandard-terms-conditions). No amendment of such terms is permitted without the express, written agreement by Inteconnex. Any applicable Sales Tax is NOT included.

215

Phone #	E-Mail	Web Site	SubTotal	\$138 Item 17.
		www.inteconnex.com		
Signature — Printed Name _ Date _			Total	\$138,232.94
PO Number _				



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS 6510 HUDSON ROAD CEDAR FALLS, IOWA 50613

PH: 319-268-4266 FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert M Green and City Council

FROM: Jennifer Pickar, Tourism & Cultural Programs Manager

DATE: June 21, 2022

SUBJECT: Agreement with Amperage Marketing for FY23 Digital Advertising

Attached please find a contract to work with Amperage Marketing to promote Cedar Falls via digital advertising.

We intend to spend at least \$14,000, and possibly up to \$10,000 more if grants and budget allows, throughout FY23 to promote the city via Facebook, Instagram, YouTube and Google Display Advertising. In FY22 we received eight proposals for this project and Amperage was selected due to the quality of their work. The results from FY22 exceeded expectations, leading to our interest in continuing to work with them throughout FY23.

Following the Small Contract Decision Matrix a lower level of insurance is required since it is a service contract, the contract is less than \$25,000, and the vendor will not be working on site.

Staff recommends approval. Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between **AMPERAGE Marketing** ("Contractor") and the City of Cedar Falls, lowa ("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 "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", 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 "B".



- 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.
- 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. <u>Insurance</u>.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit " unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: SMA	I contracting wrance permitted	(Signature and title of
authorized City employee or officer)	Guringa Pickan, Tourism-	Cultural Programs Manager

The City may at any time during the term of this Agreement require proof of such insurance.

- 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 lowa 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 lowa, 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 lowa 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.

.0.	Additional Terms.		

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:

Name: Jehnifer Pickar

Title: Tourism+ Cultural Programs Manager

Address: 105/0 Hudson Rd

Cedar Falls, 1A 50013

Telephone: 319-268-6991

Email: jehnifer, pickard Cedarfalls.com Contractor:

Name: Bryan Earnest Title: President & CEO

Address: 6711 Chancellor Dr.

Cedar Falls, 1A 50613

Telephone: (3(9) 268-9151

Email: bryan@amperagemarketing.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) AMPERAGE Marketing & Fundraising

By: Stresa & Eavent

Its: President & CEO

Date: 6/14/2022

CITY OF CEDAR FALLS, IOWA	
Ву:	
Robert M. Green, Mayor	
Attest:	Date:
Jacqueline Danielsen, MMC, City Clerk	

Item 18.

MEDIA

RECOMMENDATIONS_



Nick Harvey
Account Manager
nharvey@
AMPERAGEmarketing.com
6711 Chancellor Dr.
Cedar Falls, Iowa 50613
319-553-7303
AMPERAGEmarketing.com

Prepared for Cedar Falls Tourism & Visitors Bureau

Issued April 2022

Item 18.

FLIGHT STRATEGY_



Item 18.

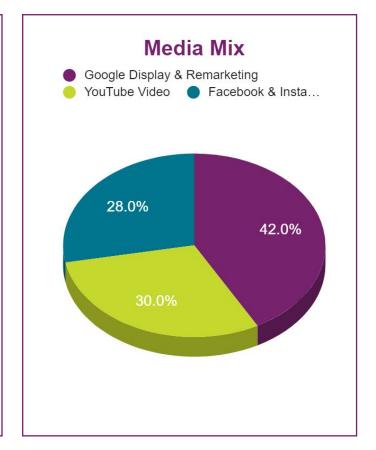
Cedar Falls Tourism and Visitors Center Media Plan Summary - FY23 Digital Campaign

Platform	Investment
Google Display & Remarketing	\$ 5,250.00
YouTube Video	\$ 3,750.00
Facebook & Instagram	\$ 3,500.00
Digital Ad Suite	\$ 1,500.00
Total Investment	\$ 14,000.00

Additional Funds/Grants (If available)	Investment
Additional Digital Ad Placement	\$ 10,000.00
Total Investment	\$ 10,000.00

This mix of Digital will provide reach and frequency of your message which will drive people to your website to explore what Cedar Falls has to offer travelers.

Approved by ______ Date _____



[»] Metrics are estimated based on current data available at time of media recommendation and may vary when campaign is executed

[»] Digital platforms are monitored and optimized throughout the campaign and in-depth reporting will be provided to client

Exhibit C

AMPERAGE Marketing FY23 Digital Advertising Cedar Falls, Iowa City Project Number _____

08-24-2020

INSURANCE REQUIREMENTS FOR CONTRACTORS 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 any person or entity that will be performing work for the City of Cedar Falls under contract.

- 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 with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
- 3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in <u>Attachment 1</u>. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement See Attachment 1
 - c) Governmental Immunities Endorsement See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
 - ➤ This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
 - ➤ Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement See Attachment 1. The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

- * ISO CG 20 10 07 04 "Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization"
- ** ISO CG 20 37 07 04 "Additional Insured Owners, Lessees or Contractors Completed Operations"

AMPERAGE Marketing FY23 Digital Advertising Cedar Falls, Iowa City Project No. ______

- 9. Errors and Omissions: If the Contractor's scope of services includes design work or other professional 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 and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.
- 10. 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.
- 11. Limits: By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.
- 12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- 13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, lowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa, 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 this contract or arising out

AMPERAGE Marketing FY23 Digital Advertising
Cedar Falls, Iowa
City Project No. _____

of the work performed under this contract. The Contractor's policies of insurance 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.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- □ Additional Insured CG 20 10 07 04
- □ Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

ATTACHMENT 1 - INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

<u>Umbrella:</u> \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

<u>Errors & Omissions:</u> \$1,000,000

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The 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 included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 3. <u>Assertion of Government Immunity</u>. 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. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. 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.

AMPERAGE Marketing FY23 Digital Advertising
Cedar Falls, Iowa
City Project No. ______

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	<u> </u>								
E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA' BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEI ISUR IND 1	Y O ANCI HE (R NEGATIVELY AMEND, EXTI E DOES NOT CONSTITUTE A CERTIFICATE HOLDER.	END OR AL CONTRACT	TER THE C BETWEEN	OVERAGE AFFORDED THE ISSUING INSURE	BY TH R(S), A	IE POLICIES LUTHORIZED
t	MPORTANT: If the certificate holder erms and conditions of the policy, of ertificate holder in lieu of such endor	ertai	n po	licies may require an endorser	es) must be nent. A stat	endorsed. It	SUBROGATION IS WAI	IVED, s confer	ubject to the rights to the
-	DDUCER		and the same	CONT	ACT				
	ur insurance Agency			PHONE	E (g. Ext):		FAX (A/C, No):		
	3 Main Street			E-MAIL ADDRI	ee.		TARCENO!		
An	ytown, IA 00000			PRODU	JCER MER ID #:				
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INSI	URED Duringer Name			IMSUR	ERA: Carrier	should reflect	rating of A-, VIII or better		
	Business Name			INSUR	ERB:				
	123 Main Street			INSUR	ERC:		74		
	Anytown, IA 0000			INSUR	ERD:				lime in
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IN C	HIS IS TO CERTIFY THAT THE POLICIE VDICATED, NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER POLI	REME TAIN, CIES.	ENT, TERM OR CONDITION OF AN THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN	Y CONTRAC THE POLICI REDUCED BY	T OR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	ECT TO	WHICH THIS
INSR J.TR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMO	rs	
A	GENERAL LIABILITY	1			200	01/01/2016	EACH OCCURRENCE	\$	1,000,000
^	X COMMERCIAL GENERAL LIABILITY	-		Policy Number			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	CLAIMS-MADE X OCCUR	X	X		1		MED EXP (Any one person)	s	5,000
	1 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3						PERSONAL & ADV INJURY	5	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000	
	POLICY X PRO- Loc							\$	Alsoniass
Α	AUTOMOBILE LIABILITY			Policy Number	01/01/2015 01/	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	X	X				BODILY (NJURY (Per person)	\$	
	ALL OWNED AUTOS	1		l.			BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS	1					PROPERTY DAMAGE	\$	
	HIRED AUTOS						(Per accident)		
	NON-OWNED AUTOS							\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)

Policy Number

Policy Number

Policy Number

City of Cedar Fails, lowa, 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(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Walver of Subrogation under the Work Comp & Gen Liab.

01/01/2015 01/01/2016

01/01/2015 01/01/2016

01/01/2015 01/01/2016

CERTIFICATE HOLDER	CANCELLATION
City of Cedar Falls 220 Clay Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cedar Falls, IA 50613	AUTHORIZED REPRESENTATIVE
ř	

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UMBRELLA LIAB

EXCESS LIAB

DEDUCTIBLE RETENTION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below

Errors & Omissions

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

OCCUR

CLAIMS-MADE

Х

N/A X

3,000,000

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\$1,000,000

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EACH OCCURRENCE

AGGREGATE

X WC STATU-

E.L. EACH ACCIDENT

Each Occurence

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT \$

CG 25 03 03 97

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	Projects
------------	--------------	----------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 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 "productscompleted operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds:
 - b. Claims made or "suits" brought; or
 - 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, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction proiect.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (
6/1	Item	1

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

	e terms and conditions of the policy, ertificate holder in lieu of such endors		•	• •	ndorse	ment. A stat	ement on th	is certificate does not co	onfer r	ights to the
_	DUCER	CITIC	111(3)	•	CONTA	ст Lynette Su	ınden			
PDCM Insurance					NAME: Lynette Suggen PHONE (A/C, No, Ext): 319-234-8888 FAX (A/C, No): 319-234-7702					
	D. Box 2597 Iterloo IA 50704				E MAII	ss: lsugden@		(A/C, NO):	010-20	4-1102
VVC	RETIOU IA 30704				ADDRE			DINC COVERACE		NAIC #
					INGLIDE		•	DING COVERAGE		NAIC #
INSURED AMPELLC-01					INSURER A : Chubb Group of Ins Co					
An	perage LLC				INSURER B:					
6711 Chancellor Dr				INSURE						
Cedar Falls IA 50613			INSURER D:							
					INSURER E :					
	VERAGES CER	TIEIC	`	NUMBER: 1914049580	INSURE	:R F :		REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES				/F RFF	N ISSUED TO			IF POI	ICY PERIOD
	IDICATED. NOTWITHSTANDING ANY RE									
	ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH								ALL 7	THE TERMS,
INSR		ADDL	SUBR		DEEINI	POLICY EFF	POLICY EXP			
LTR A	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY	INSD	WVD Y	POLICY NUMBER 36015823		(MM/DD/YYYY) 4/1/2022	(MM/DD/YYYY) 4/1/2023	LIMIT		
Α	CLAIMS-MADE X OCCUR		ı	30013023		4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000, \$ 1,000,	
								MED EXP (Any one person)	\$ 10,000)
								PERSONAL & ADV INJURY	\$ 1,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,	000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,	000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY		Υ	73583656		4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR			79818662		4/1/2022	4/1/2023	EACH OCCURRENCE	\$ 5,000,	000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 5,000,	000
	DED RETENTION \$								\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	71750756		4/1/2022	4/1/2023	X PER X OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 500,00	00
	(Mandatory in NH)	,,,						E.L. DISEASE - EA EMPLOYEE	\$ 500,00	00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,00	00
Α	Errors & Omissions			82402658		4/1/2022	4/1/2023	Errors & Omissions	1,000,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When required in a written contract, Waiver of subrogation is provided under the General Liability and Auto Policy, in favor of 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. Carrier will endeavor to provide 30 day notice of cancellation. Waiver of subrogation is provided in favor of 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, under the workers compensation policy.										
CE	RTIFICATE HOLDER				CAN	CELL ATION				
City of Cedar Falls 220 Clay Street					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.					
Cedar Falls IA 50613				AUTHORIZED REPRESENTATIVE						
						0011				

Liability Insurance

Endorsement

Policy Period

APRIL 1, 2022 TO APRIL 1, 2023

Effective Date

APRIL 1, 2022

Policy Number

3601-58-23 WCE

Insured

AMPERAGE LLC

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

JANUARY 28, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies to the designated person or organization.

Designated Person Or Organization

IOWA INSURANCE DIVISION TWO RUAN CENTER 601 LOCUST STREET, 4TH FLOOR DES MOINES, IA 50309-3738

COMPASS BLOCK 15, LLC 44 E MIFFLIN ST. **SUITE 304**

MADISON, WI 53703

KIMLEY-HORN AND ASSOCIATES, INC. 767 N EUSTIS ST, SUITE 100 SAINT PAUL, MN 55114

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

Liability Insurance

Condition - Waiver Of Transfer Of Rights Of Recovery

continued

L	.iabili	ty Er	ndor	seme	ent

(continued)

All other terms and conditions remain unchanged.

Authorized Representative

Endorsement

CHUBB

Policy Conditions

Endorsement

Policy Period

APRIL 1, 2022 TO APRIL 1, 2023

Effective Date

APRIL 1, 2022

Policy Number

3601-58-23 WCE

Insured

AMPERAGE LLC

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

JANUARY 28, 2022

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): IOWA INSURANCE DIVISION

TWO RUAN CENTER

Address:

601 LOCUST STREET, 4TH FLOOR

DESMOINES, IA 50309-3738

Person(s) or Organization(s): CITY OF CEDAR RAPIDS

FINANCE DEPARTMENT- PURCHASING SERVICES DIVISION

Address:

101 FIRST STREET SE CEDAR RAPIDS, IA 52401

RE: PROJECT - PUR0616-212 MEDQUARTER WEBSITE

REDESIGN

Notice Of Cancellation To Scheduled Persons Or Organizations

(Except Non-Payment Of Premium)

continued

Policy Conditions

Form 80-02-9779 (Ed. 3-11)

Endorsement

Page 1

Conditions

(continued)

Person(s) or Organization(s): THE STATE OF IOWA; THE BOARD OF REGENTS, STATE OF

IOWA,

AND IOWA STATE UNIVERSITY

1340 ADMINISTRATIVE SERVICES BUILDING Address:

2221 WANDA DALEY DRIVE

AMES, IA 50011

Person(s) or Organization(s): UNIVERSITY OF IOWA; THE STATE OF IOWA, THE BOARD

REGENTS, STATE OF IOWA AND THEIR AGENTS,

EMPLOYEES

202 PCO Address:

IOWA CITY, IA 52242

Person(s) or Organization(s): COMPASS BLOCK 15, LLC

44 E MIFFLIN ST. Address:

SUITE 304

MADISON, WI 53703

Person(s) or Organization(s): KIMLEY-HORN AND ASSOCIATES, INC.

767 N EUSTIS ST, SUITE 100 Address:

SAINT PAUL, MN 55114

Person(s) or Organization(s): CITY OF CEDAR FALLS

220 CLAY STREET Address:

CEDAR FALLS, IA 50613

All other terms and conditions remain unchanged.

Authorized Representative

Notice Of Cancellation To Scheduled Persons Or Organizations (Except Non-Payment Of Premium)

last page



IR DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS 6510 HUDSON ROAD CEDAR FALLS, IOWA 50613

PH: 319-268-4266 FAX: 319-277-9707

MEMORANDUM

TO: The Honorable Mayor Green and City Council

FROM: Jennifer Pickar, Tourism & Cultural Programs Manager

DATE: July 1, 2022

SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached a lease agreement for use of 224 West Seerley Boulevard as artists' studio space, for a recent UNI Alumni, in conjunction with the Hearst Center's Visiting Artist Program. The lease provides for use of the studio from July 1, 2022 with expiration date of June 30, 2023.

The Red House Studio has space for four artists. This lease is for the UNI Alumni artist selected by the Art & Culture Board. One open studio will be leased to another local artist to be determined in the next month. Agreements for the other two spaces were recently renewed.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development

CITY OF CEDAR FALLS **RED HOUSE STUDIO LEASE**

This Lease Agreement in entered into on the <u>24 day of June</u>, <u>2022</u>, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and <u>Kami Lilly</u> ("Lessee"), whose address for purposes of this Lease Agreement is <u>1921 West 18th Street Apt C6</u>, <u>Cedar Falls</u>, <u>IA 50613</u>.

1. <u>Premises and Term.</u> In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of July, 2022 to the 30th day of June, 2023, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio __A__ located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

- 2. Rent. The Lessee acknowledges that rent shall be paid by the Lessee at a rate of \$3000.00 and shall be paid as follows: Lessee is responsible for a rental payment of \$3000.00, which shall be paid to the Hearst Center no later than May 1, 2023. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
- 3. <u>Use.</u> Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.

- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
- b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
- c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
- d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
- e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
- f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
- g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
- 5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's

opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

- 6. <u>Assignment and Subletting.</u> Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
- 7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
- 8. <u>Maintenance of Premises</u>. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
- 9. <u>Surrender of Possession</u>. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.
- 10. <u>Utilities.</u> Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.

- 11. <u>Liability for Damage or Injury.</u> Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
- 12. <u>Hazardous Materials</u>. Lessee expressly represents and agrees:
 - a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.
- 13. <u>No Unlawful Business.</u> Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.

- 14. <u>Compliance with Lawful Regulations</u>. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
- 15. <u>Snow Removal.</u> Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
- 16. <u>Access.</u> Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
- 17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
- 18. <u>Non-Recourse.</u> No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.

19. Termination of Lease.

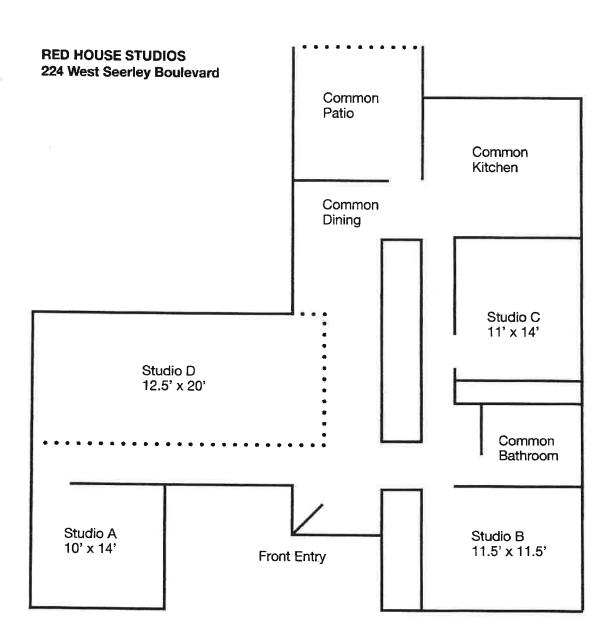
- a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
- b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
- 20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

- 21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
- 22. <u>Lessee Warranty.</u> Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
- 23. <u>Moving Expenses</u>. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
- 24. Property Manager. Jennifer Pickar, Tourism & Cultural Programs Manager of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550, and whose cell telephone number is 319-540-2340, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
- 25. <u>Security Deposit.</u> At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
- 26. <u>Insurance</u>. Lessee and Lessor agree to insure their respective interests in their real and personal property.
- 27. Mail.-Lessee may not designate the Premises as a mailing address for any purposes.
- 28. Notices. Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for

the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

- 29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
- 30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
- 31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
- 32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
- 33. <u>Construction</u>. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
- 34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
- 35. <u>Termination</u>. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:	¥
Min Lilly	06/24/22
KAMI LILLY	DATE
CITY OF CEDAR FALLS, IOWA	
BY	
ROBERT M. GREEN, MAYOR	DATE
ATTEST:	
BY	
JAQUELINE DANIELSEN, CITY CLERK	DATE



Garage/Common Storage 19' x 22.5



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: Michelle Pezley, Planner III

DATE: July 8, 2022

SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV2)

Service Agency Contracts- Operation Threshold

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19, 2021 meeting, including an outline of how much of the funding would be distributed.

At the City Council meeting on April 18, 2022, City Council amended the State Award of CARES Act Community Development Block Grant Funds (CDBG-CV2) and allocated additional funds to a service agency as a sub-grantee to continue mortgage/rent assistance. Operation Threshold has been offering rent/mortgage assistance with funds from CDBG-CV3 and is willing to continue to offer rent/mortgage assistance to Cedar Falls' residences.

Attached is the Operation Threshold Subrecipient agreement (\$19,800.00) to offer rent/mortgage assistance to households to prevent, prepare for, or respond to COVID-19 pandemic.

Staff recommends approving the contract with Operation Threshold. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is m	ade this day of
, 2022 by the City of Cedar Fa	<u>lls, lowa ("Local Government");</u> and
Operation Threshold, (hereinafter called "the Subrec	ipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and 261-Chapter 23 of the Iowa Administrative Code to Funds will be used for preventing homelessness, including offering rent/mortgage assistance for qualifying Cedar Falls residents to prevent, prepare for, or respond to COVID-19 pandemic.; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$19,800 to implement the following CDBG approved project activities: provide funds to prevent homelessness, including offering rent/mortgage assistance for qualifying Cedar Falls residents to prevent, prepare for, or respond to COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
 - A Duplication of Benefits (DOB) Certification
 - Subrogation and Assignment Agreement
 - Schedule to Utilize Funds
- The following deliverables are required quarterly:
 - Quarterly Report of Duplications of Benefits Certification
 - Quarterly Performance Report
 - Each individual received assistance CDBG-CV Duplication of Benefits (DOB)
 Worksheet

Section 2. <u>Administration</u>. The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. <u>Property Ownership</u>. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the lowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the lowa Economic Development Authority to be inconsistent with the use of the CDBG funds,

the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. <u>Proposed Project</u>. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. <u>Indemnification</u>. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. <u>Unallowable Costs.</u> If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. <u>Events of Default</u>. The following shall constitute Events of Default under this Agreement:

- a. <u>Material Misrepresentation</u>. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. <u>Noncompliance.</u> If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. <u>Agreement Expiration Date.</u> If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority

CDBG agreement expiration date.

d. <u>Misspending.</u> If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.

Section 10. <u>Notice of Default</u>. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. <u>Non-Assignment.</u> Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. <u>Severability of Provisions</u>. This contract shall be governed by the laws of the State of lowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. <u>Federal Laws</u>. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CFR 200.
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the lowa 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 agreement 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 agreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the lowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf (pgs. 11-16)

h. Civil Rights

- (1) <u>Discrimination in Employment.</u> The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agree to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 lowa Administrative Code chapter 121.
- (2) <u>Consideration for Employment</u>. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- (3) <u>Solicitation and Advertisements.</u> The Parties shall list all suitable employment openings in the State Employment Service local offices.
- (4) <u>Civil Rights Compliance</u>. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.);

the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of lowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of lowa to investigate compliance with these rules and regulations.

- (5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- (i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
- (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.
- (i) Duplication of benefits
 - (1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

- (2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register <u>Notice of Program Rules</u>, <u>Waivers</u>, <u>and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants</u>, <u>Fiscal Year 2019 and 2020 Community Development Block Grants</u>, and <u>for Other Formula Programs</u>. (FR–6218–N–01)
- (3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.
- (4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.
- (5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. <u>Certification regarding Government wide restriction on lobbying</u>. The Parties certify that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- (c) The Parties 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 parties shall certify and disclose accordingly.

Section 16. <u>Termination</u>. This agreement may be terminated:

- (a) <u>For cause</u>. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- (b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results

commensurate with the future disbursement of funds.

(c) <u>Due to reduction of CDBG funding.</u> At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. <u>Procedures Upon Termination</u>. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

Section 18. Completion Date: This contract shall be accomplished during the year beginning on June 7, 2022 and ending December 31, 2022. This agreement will be valid upon execution by the City and Subrecipient.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:
Ву:
Date://
For the SUBRECIPIENT: By: Roman A. Grand Exchangint
Date: 7 1 11 1 2020

SUBROGATION AGREEMENT

This Subrogation and Ass	signment	Agreement ("Agree	ement") is ma	ide and ent	tered into on thi	sday	of
	_, 20	_, by and between _	_ Operation T	hreshold, I	nc ("Applicant")	and the	City of
Cedar Falls ("Grantor").							

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the City of Cedar Falls Rent and Mortgage Program (the "Program") administered by Grantor, Applicant hereby agrees to return to Grantor all payments received from the Grantor under this contract that are determined in the sole discretion of *City of Cedar Falls* to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant will exercise due diligence to insure that consumers assisted with these funds do not receive a duplicated benefit. In addition, Applicant will assure that Applicant's expenditures are not charged billed to more than one funding source.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of execution of this Agreement.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

Operation Threshold Subrogation Agreement

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT Signature: Name: Date:	CO-APPLICANT Signature: Name: Date:	NA
GRANTOR: City of Cedar Falls		
Signature: Name: Title: Date:		

Item 20.

Attachment A DUPLICATION OF BENEFITS CERTIFICATION CDBG-CV PROGRAM

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121–5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Organization: Operation Threshold Inc		
Program: Cedar Falls Rent and Mortgage Progra	am	
I/We, Barbara A. Grant Print Name	, affirm the fol	lowing:
I/We make this Affidavit in connection with Comassistance through the lowa Economic Development		
I/We received or expect to receive the addition amounts as listed on the CDBG-CV Application	_	(please check)
I/We received or expect to receive the addition amounts as listed on the CDBG-CV Applicatio (please list)	al Program funding sources and	
I/We received or expect to receive no addition	al Program funds	
I/We agree to notify the local government in w certification from the date of this Certification through		mation contained in this
Title 18, Section 1001 of the U.S. Code states that a false or fraudulent statements to any department of		ringly and willingly making
I/We certify under penalty of perjury that all information best of my/our knowledge. I give my consent to use the information provided herein for the purpos	to the sponsoring organization cons	idering this application to
Signature Robert A. Grand)		
Signature	Date	

Organizational Duplication of Benefits Information

Other resources that Operation Threshold has available to assist eligible Cedar Falls households impacted by COVID with rent or mortgage payments are our remaining CDBG-CV#3 funds. This, however, is contingent on the City of Cedar Falls approving a contract extension. Our current balance remaining in the contract is \$7619.38. However, we would exhaust the CDBG-CV#3 funds prior to starting to spend the CDBG-CV#2 contract. While Operation Threshold does have other funding for rent and/or mortgage assistance, it is for other jurisdictions and not available to Cedar Falls residents.



PUBLIC WORKS DEPARTMENT

City of Cedar Falls 2200 Technology Parkway Cedar Falls, Iowa 50613

MEMORANDUM

Water Reclamation Division

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

FROM: Mike Nyman, Manager, Water Reclamation Division

DATE: July 7, 2022

RE: Polymer Pump Purchase

The Water Reclamation Division of Public Works has a polymer system integrated into our biosolids handling operations. The polymer pump system is in need of replacement and has been planned for in the Capital Improvements Program. These units provide polymer to large presses to dewater solids prior to land application. The purchase of these units, in the amount of \$75,000, was added to the CIP for FY23. Due to the highly specialized nature of the biosolids units very few manufacturers can supply these that can be integrated with our belt filter presses. Just two quotes were able to be received. This is the price per unit and the system requires two be installed.

The following quotes from two manufacturers were received:

BDP Model SBM2400-P10.......\$27,150.00 per pump

Gurney – Velodyne Model VPM-10P-2400...... \$29,090.00 per pump

I am requesting the approval of the purchase of the BDP Model SBM2400. Two units will need to be purchased for a total of approximately \$55,000 including on-site service costs. There will be additional costs with this project to fully integrate these with our system. This will include such items as water line replacement. These costs are expected to be less than \$10,000, bringing the total cost below to approximately \$65,000.

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

CC: Chase Schrage, Public Works Director





PO BOX 118 354 RTE 29 GREENWICH, NY 12834

Date	Estimate #
7/7/2022	22214

Bill To

Water Reclamation Division 501 E 4th Street Cedar Falls, IA 50613 Chris.Robinson@cedarfalls.com

Ship To

Water Reclamation Division 501 E 4th Street Cedar Falls, IA 50613

Attn: Chris Robinson, 319-404-4867

	P.O. No.	Tern	ns	Project	Ship Date
		NET	30	B1258A	
Item	Description		Qty	Cost	Total
2110834 Travel Labor	BDP MODEL SBM2400-P10-AA POLYMER MAKE DOUNIT BDP Travel - One Tech - Round Trip BDP Labor - Price Per Day - Service Tech	OWN	1 1 1	24,500.00 1,650.00 1,000.00 0.00%	1,650.00

Total \$27,150.00

Estimate does not include freight, installation or any/all taxes unless otherwise stated. Estimate is in US dollars. 7% Convenience Fee for Credit Card orders. Pricing valid for 30 days.

Phone #	Fax #	E-mail
518-695-6851	518-695-5417	melissa@bdpindustries.com



Proposal

Date of Proposal: October 7, 2020

Proposal #: BM20-2842

Proposal For: City of Cedar Falls Water Reclamation Division

Project: Cedar Falls Polymer System Trial / Replacement

Equipment: VeloBlend Liquid Polymer Activation System

Represented By:

Chris Johnson Gurney & Associates Cell: (531) 200-3511 chrisi@bgagurney.com

VeloDyne Contact Information:

Sales Manager: Brett McQuade Phone: (303) 530-3298 (241)

Direct: (971) 757-7201

Proposal # BM20-2842

bmcquade@velodynesystems.com

Application Engineer: Spencer Bradnan

Phone: (303) 530-3298 (218) sbradnan@velodynesystems.com



Relationships • Technology • Service 4428 South 108th Street Omaha, NE 68137

> (402) 551-7995 (402) 553-5879 Fax www.bgagurney.com

Project: Cedar Falls Polymer System Page 1 of 8 Date: 10/7/2020



PROPOSED SCOPE OF SUPPLY

Bid Type: Per customer's request.

VeloDyne is pleased to offer the following proposal for the liquid polymer blending equipment, including options and accessories as indicated below.

QTY. **DESCRIPTION**

<u>1</u> VeloBlend Model VM-10P-2400-Rp-1-A-2 Liquid Polymer Blending System

Polymer Flow Range: 0.5 to 10.0 GPH Dilution Water Flow: 4 to 40 GPM

Each unit shall include the following unless otherwise indicated:

- Polymer Mixing Chamber: 1
 - A. Series: VeloBlend VM
 - B. Type: Staged Hydro-Mechanical
 - C. Mixer Motor: ½ HP, 90 VDC, 1750 RPM, wash-down duty
 - D. Mixer Shaft Seal: Mechanical with seal flushing assembly
 - E. VeloCheck™ Neat Polymer Check Valve with Quick Release Pin F. Construction:
 - - 1. Body: Stainless steel

 - Impeller: Stainless steel
 Mechanical Seal: Ceramic, Carbon, Stainless steel, Viton
 - 4. Cover: Clear polycarbonate with stainless steel reinforced flange & discharge
 - G. Pressure Rating: 100 psi
 - H. Pressure Relief Valve: Brass
- Neat Polymer Metering Pump Assembly: 1
 - A. PVC FNPT union style polymer inlet
 - B. Type: Progressive Cavity type
 - C. Motor: ½ HP, 1750 RPM, 90 VDC, Wash-down duty motor with gear reducer
 - D. Loss of polymer flow sensor
 - Metering pump calibration assembly with isolation valves
 - Plumbing: SCH. 80 PVC
- Dilution Water Inlet Assembly shall be provided, including the following: 1
 - A. Stainless steel FNPT water inlet connection
 - B. Dilution water ON/OFF solenoid valve
 - C. Control Valve: Linear Actuator (automatic control)
 - D. Primary dilution water flow meter type: Paddle meter
 - E. 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)
 - F. Plumbing SCH. 80 PVC
- Solution Discharge Assembly: 1
 - A. Stainless steel FNPT solution discharge connection
 - B. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled)
 - C. Plumbing SCH. 80 PVC

Project: Cedar Falls Polymer System Proposal # BM20-2842

- 1 Control Panel:
 - A. Enclosure: NEMA 4X (FRP)
 - B. Power:
 - 1. Required: 120 VAC, 60 Hz., 1 Ph
 - 2. Disconnect: rotary style
 - C. Controller: VeloDyne
 - D. Operator Interface: 6" Color TFT
 - E. Motor controllers:
 - 1. Mixing Chamber
 - 2. Neat polymer metering pump
 - F. Miscellaneous:
 - 1. Control circuit protection
 - 2. Control relays
 - 3. Power supplies
 - 4. Grounding blocks
 - 5. Numbers terminal blocks
 - 6. Wire labels, shrink-tube type
 - 7. Cabling
 - G. Description:
 - . The control system shall be designed to precisely control dilution water flow in proportion to polymer flow (polymer master) based on an operator input of desired solution concentration. The controller shall have two (2) modes of operation:
 - a. Manual Mode: Operator sets pump rate and water rate manually by increase and decrease push buttons on controller face.
 - Proportional Auto Mode: Operator sets desired solution concentration. Metering pump follows 4-20mA pump pacing input signal. Water rate is controlled to maintained desired solution concentration (i.e. for inline applications where process flow fluctuates).
 - H. Operator Interface Functions:
 - 1. System ON/OFF
 - 2. Mode (change mode, select mode):
 - a. Manual Mode
 - b. Proportional Auto Mode
 - 3. Set % Solution (proportional modes only)
 - 4. Set Poly Rate (manual mode only)
 - 5. Set Water Rate (manual and remote auto modes)
 - 6. Polymer Pump Calibrated Value Input
 - I. Operator Interface Display:
 - 1. Pump Rate
 - 2. Water Rate
 - 3. Solution Concentration
 - 4. Status / Alarm Indicators:
 - a. Low Water Flow Alarm
 - b. Low Polymer Flow Alarm
 - 5. Mode Select
 - 6. Calibration Mode
 - J. Inputs (signals by others):
 - 1. Remote Start / Stop (discrete dry contact)
 - 2. Pacing Signal Based on Process Flow (4-20mA)
 - K. Outputs:
 - 1. System Running (discrete dry contact)
 - 2. Remote Mode (discrete dry contact)
 - 3. Common Alarm (discrete dry contact)
 - 4. Polymer Pump Rate (4-20mA)
 - L. Special Functions / Features:
 - 1. Proportional control of water to polymer flow (ratio control) as outlined above
 - 2. Programmable auto flush keeps water control valve open for programmable amount of time when unit is shut-off.
 - 3. Polymer pump rate input for calibration.

Project: Cedar Falls Polymer System Proposal # BM20-2842

Page 3 of 8

- 1 System Skid:
 - A. Frame: 304 stainless steel, open frame design for access to all components
 - B. Fasteners: 304 SS
 - C. Designed for bolt-down
- 1 Accessories (quantities shown are total for project provided loose for field installation):
 - A. (1) Spare progressive cavity pump stator
 - B. (1) Spare VeloCheck polymer check valve

- 1 Engineering & Documentation:
 - A. Submittals for approval (electronic version in PDF & hard copies if requested)
 - 1. Detailed scope of supply
 - Mechanical drawings (solids models in shaded isometric and wire orthogonal views)
 - Mechanical component data sheets annotated for specific models, features, etc.
 - 4. Pump performance curves
 - 5. Electrical schematics with interconnecting layout
 - 6. Process & Instrumentation Drawings
 - 7. Process description
 - 8. Electrical component data sheets annotated for specific models, features, etc.
 - B. O&M Manuals for approval (electronic version in PDF & hard copies if requested)
- 1 Start-Up / Field Services:
 - A. Factory Start-Up & Field Services:
 - 1. Number of Trips: 1
 - 2. Number of Days (total on site): 1

Note: a minimum of four (4) weeks' notice required for domestic orders prior to factory services being scheduled

Clarifications:

- 1. This proposal shall become part of the final purchase order documents.
- 2. Any equipment or appurtenances not specifically listed in the scope of supply shall be provided by others.
- 3. VeloDyne has proposed its standard equipment as detailed above, modified only to the extent to meet the intent of the project requirements.
- Where there are contradictions between project specifications and drawings or omissions, VeloDyne is providing our best interpretation of the intent of the design as detailed in our scope of supply.
- 5. Unless otherwise indicated above, standard submittals and O&M manuals are included herein.
- 6. This proposal is based on equipment delivery within one year from the date of this proposal.
- Unless otherwise indicated above, the following are not included in this proposal: Installation. Chemicals.
 Interconnecting wiring, conduit, piping and valves. Anchor bolts. Field Painting. Taxes. Tariffs. Duties. Bonds.

Commercial Terms Summary (see complete terms & conditions attached):

- 1. Price Valid For 90 Days
- 2. Payment Terms: Net 30
- 3. Freight: (municipal) FOB factory, full freight allowed
- 4. *Submittals: 4-6 weeks after acceptance of order
- 5. *Shipment: 4-6 weeks after acceptance of order and customer's written approval and release for production

Total Price Including Field Services & Freight: \$29,090.00

Unit can be provided on a 30-day trial basis. Trial to be dependent on VeloDyne's system yielding a performance increase over your existing polymer system and maintaining a high level of customer satisfaction. To initiate the trial, we require a PO be issued for the system total. VeloDyne will not invoice against your PO until the trial has concluded and you decide to keep the unit. If you decide to return the system, then only freight charges to and from your site will be assessed.

Project: Cedar Falls Polymer System

Proposal # BM20-2842

Page 5 of 8 Date: 10/7/2020

^{*} Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.

VELODYNE STANDARD TERMS & CONDITIONS OF SALE

All orders placed with Velocity Dynamics, LLC. d/b/a VeloDyne (the "Company" or "Seller"), if accepted, shall be accepted subject to VeloDyne Standard Terms and Conditions of Sale ("Terms and Conditions") as set forth below and incorporated by reference into the Purchase Contract:

- 1. CONTRACT; OFFER AND ACCEPTANCE. These Terms and Conditions, together with the product descriptions, prices and other terms appearing on the face hereof or in a separate document submitted to you, (collectively, "our Quotation"), as such may result in a final Purchase Contract between us (all such documents collectively referred to as the "Contract"), shall constitute the only terms and conditions of our offer. If our Quotation is submitted in response to an offer made by you, whether your offer is in the form of a request for proposal or otherwise, our Quotation is expressly conditioned on your acceptance of these Terms and Conditions, which are incorporated into any offer, acceptance, response, acknowledgment, invoice, amendment and/or any other document issued by you or the Company in connection with your Order (the "Contract" or "Contract Documents"), and any reference thereto shall include these Terms and Conditions. No waiver, alteration, or modification of these Terms and Conditions shall be valid unless expressly agreed to in writing by the Company. In any event, we object to all additional or conflicting terms and conditions that may appear in your order or other form of acceptance you may submit to us in response to our Quotation. The Company shall supply to Purchaser the equipment and parts (the "Products") in accordance with the design, manufacturing and performance specifications set forth in the Company's Quote and incorporated in the Purchase Contract (including these Terms and Conditions). No representation, promise or warranty of any kind has been made by us except as set forth in the Contract, which conclusively supersedes all prior writings, representations and negotiations with respect thereto. The Company has no obligation to furnish other equipment, materials or services that may be shown in any plans and/or specifications except for those goods actually ordered by you for a project to which the goods ordered herein pertain.
- 2. PRICES. Unless otherwise noted in the Contract, prices are net Ex-Works our facility and firm for 30 days. Prices do not include: freight; permitting, licensing and/or export fees; labor charges; storage fees; or taxes. If you require the Company's assistance for installation or set-up, we will invoice you at standard rates (please contact us for current pricing). Regarding taxes as set forth below, you will either (i) pay to the appropriate authority all applicable taxes and other government charges upon the production, sale, shipment or use of the goods and provide us with proof of payment; or (ii) provide us with a tax exemption certificate from the appropriate taxing authorities. You agree to provide us with written proof of payment of taxes (or exemption therefrom) within ninety (90) calendar days of your receipt of the goods. Time is of the essence. 3. CREDIT AND PAYMENT. Unless otherwise stated in the Contract, payment terms are net 30 days from the date of our invoice(s). Any payment outstanding beyond sixty (60) calendar days from the date of any Company invoice shall be subject to a late payment charge on the overdue balance in the amount of 1.5% per month calculated on the outstanding payment amount (or such lesser amount as is the maximum rate of interest allowed by law). Purchaser shall be responsible for all reasonable costs (including attorney's fees) incurred by the Company while collecting any delinquent balance. For international shipments, payment terms are cash only (unless otherwise approved in writing by us). The Company may decline to deliver except for cash, or stop goods in transit, should we develop any reasonable doubt as to Purchaser's financial responsibility. Pro-rata payments shall become due with partial shipments. If Purchaser is responsible for any delay in shipment: (a) the Company may treat the date of completion of goods as the date of shipment for purposes of invoice and payment, (b) completed goods shall be held at Purchaser's cost and risk; and (c) Purchaser shall be responsible for reasonable storage and insurance expenses, with storage fees accruing at a rate of two percent (2%) of the Purchase Price per month or \$500 per month, whichever is greater, beginning on the first day of the first calendar month following the date the equipment was scheduled to ship. If retainages are accepted by the Company, the retainage shall be based on an agreed upon percentage of the total

Project: Cedar Falls Polymer System Proposal # BM20-2842 Page 6 of 8

invoice amount. Unless otherwise agreed in writing, (a) retainage will not be held for more than 180 calendar days from the date of shipment and (b) no retainage will be imposed for approval of shop drawings, O&M manuals or any other documentation.

4. <u>DELIVERY AND ACCEPTANCE OF PRODUCTS; TRANSFER OF TITLE.</u>

- (A) Products to be Used in the United States. Seller will deliver Products manufactured and to be used by Purchaser in the United States Ex-Works at our facility ("Shipping Point") Incoterms 2010, or in such other manner as may be mutually agreed to by us and set forth in separate Shipping Terms under the Contract. On all shipments marked "Ex-Works (or EXW) Shipping Point," the Company shall make the Products available to Purchaser at the Company's facility, which shall constitute delivery, and Purchaser shall bear all costs and risks of moving the Products from our facility to Purchaser's destination. Any claim for loss or damages in transit must be entered with the freight carrier and prosecuted by you.
- (B) Products to be Used Outside of the United States. Seller will deliver all Products to be used by Purchaser outside of the United States "FAS (Free Alongside Ship) Named Port of Shipment" ("Shipping Point") Incoterms 2010, which means the Company will deliver the Products to the designated port, origin point or designated freight forwarder, with Purchaser bearing all costs and risk of loss or damage from the origin point to Purchaser's destination point outside of the United States. Purchaser shall be responsible for payment of all sales and use taxes, or to recover such taxes through appropriate procedures and documentation under applicable law.
- (C) **Shipping**. Goods will be boxed or crated as Seller may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing or similar added protection of goods. Routing and manner of shipment will be at Seller's discretion, and may be insured at Purchaser's expense, value to be stated at order price.
- (D) Delivery, Shipment & Installation Dates. Delivery, shipment and installation dates are estimates only, not guarantees, and unless otherwise specified, are calculated from the date of Seller's receipt of complete technical data and approved drawings as such may be necessary to fulfill the Contract. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly, for delays of third-party vendors, carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any cause beyond our control or causes designated as Acts of God or forced by any court of law, and the estimated delivery date shall be extended accordingly without penalty to the Company. We will not be liable for any damages penalties whatsoever, whether direct, indirect, special or consequential, liquidated or otherwise, resulting from our failure to perform or delay in performing. Overtime and other expenses incurred to hasten delivery at Purchaser's request shall be added to the quoted prices and charged to and paid for by Purchaser. Shipment of goods ready for delivery can be deferred beyond the date for delivery on with Seller's written consent.
- (E) **Delivery Terms**. Seller's obligation to deliver the goods shall be fulfilled when we have delivered the same in good condition to a carrier at the designated Shipping Point. Unless otherwise specified in the Contract, Purchaser shall be charged with and pay for the costs of all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage, and all other charges applicable to the goods. Purchaser shall not be responsible for any taxes based on Seller's income.
- (F) **Title / Security**. Title to the goods shall be retained by Seller as a vendor's lien until such goods are paid for in full by the Purchaser, even though risk of loss shall be borne by Purchaser as set forth in paragraphs 4(A) and (B) respectively. Purchaser herby grants to Seller,

and Seller hereby reserves, a purchase money security interest in and to the goods sold to Purchaser, together with all proceeds thereof, to secure Purchaser's payment and performance. Purchaser agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Purchaser's perfection and maintenance of any such security title and right of possession including, but not limited to, executing and filing documents with the appropriate governmental agency.

- (G) Cancellation and Returned Equipment. Orders may be canceled or amended only with our written consent, and must be returned within 30 days of Seller's written authorization at Purchaser's cost. If Purchaser returns the goods in the manner required under the previous sentence, and if the returned goods are (i) in substantially the same condition that existed on the date the Seller delivered the Products to you, undamaged; and (ii) not more than 12 months after the original Invoice date: the returned goods will, subject to the applicable handling charge, be accepted by the Seller for return. Used or discontinued goods or parts or equipment specially manufactured will not be accepted for credit unless specifically agreed to by the Seller in our sole discretion. Purchaser's sole remedy for returns will be a credit for the purchase price less any handling charges. Returned goods are subject to a minimum of 20% restocking and handling charge. Returns found to be free of material and workmanship defects will be held for 30 days and if Purchaser does not provide the Seller with repair or return instructions, then we will scrap or resell the goods. Purchaser will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any out-going and incoming transportation costs which the Company pays.
- (H) Acceptance by Purchaser. Purchaser shall conduct any incoming inspection tests on delivered Products within 10 days of delivery, and if delivery is made in multiple shipments, then Purchaser shall conduct incoming inspections of Products within 10 days of receipt of each delivery. In the event of a shortage, damage or discrepancy in any shipment, Purchaser shall promptly give notice to Seller in writing (at such address designated by Seller for such purpose) but in no event later than 30 days of the subject delivery, detailing the exact nature of the shortage, damage or discrepancy and provide such supporting documentation as Seller shall deem necessary and appropriate (i.e., photos, insurance reports, etc.). If such evidence indicates, in Seller's reasonable judgment, that such shortage, damage or discrepancy existed at the time of delivery of the goods to the carrier, Seller will promptly deliver additional or substitute goods to Purchaser; provided, however, that Seller may, in its sole and absolute discretion, require Purchaser to return all damaged goods to the Company prior to delivery of substitute goods. If Purchaser shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the requirements of the Contract, and Purchaser shall be deemed to have accepted the goods and shall pay for the goods in accordance therewith. (I) Purchaser's Specifications. Purchaser shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to the Company by Purchaser or any of its agents are accurate and suitable for Purchaser's purposes. The Company's examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of the Company.
- 5. <u>TERMINATION</u>. The Company shall have the right to cancel for default hereunder all or any part of Purchaser's Order. This right of cancellation is in addition to and not in lieu of any other remedies that the Company may have in law or equity.

6. TAXES & IMPORT- EXPORT CHARGES.

(A) Purchaser's Responsibility for Taxes, Reports and Withholding. Seller shall be responsible for reporting and paying all state and federal income taxes associated with sales of equipment and products to Purchaser under this Contract. However, Purchaser shall be responsible for all liabilities or claims for taxes that any taxing authority having jurisdiction over this Contract may assess or levy relating to the Products or this Contract. Purchaser shall comply with all applicable tax requirements, file all registrations (including all Transaction and Sales Tax registrations) and reports, and take all actions necessary to make

Project: Cedar Falls Polymer System Proposal # BM20-2842 Page 7 of 8

- its tax payments (or secure exemptions from or reductions in payments of same). Within 90 days from the date of any payment by Purchaser under Seller's Invoice, Purchaser shall provide Seller with tax receipts (or other proof of payment or written evidence of tax exemption) for all taxes to be paid by Purchaser under this Contract.
- (B) **Import and Export Charges**. Purchaser shall be solely responsible for all import and export charges, licenses, permits ad any other lawfully payable charge related to the import or export of Products under this Contract.
- (C) Export Controls & Related Regulations. Purchaser represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Purchaser shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Contract and discontinue any ongoing supply to or business with Purchaser immediately, without notice and without liability, upon Seller becoming aware that Purchaser is named on any restricted party list.

7. WARRANTY; LIMITED REMEDIES.

- (A) **Seller Warranties.** Seller shall provide the standard warranties provided in the form Warranty Agreement (a copy of which is attached and incorporated by reference into our Contract).
- (B) **Assignment.** Seller assigns to Purchaser all warranties given by manufacturers and vendors of Seller as such relate to the Products (equipment or components). These warranties are not exclusive.
- (C) **Limitation on Damages**. Other than as set forth in Paragraph 9 (Purchaser Indemnification) and any breaches of Paragraph 11 below (Confidentiality), each party's cumulative liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including but not limited to, negligence, shall be limited to the total Contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties. In no event shall Seller's liability exceed the limits of the Company's insurance coverage.
- 8. <u>SOLE REMEDY</u>. The sole and exclusive remedy for breach of any non-warranty obligation of the Company and the sole remedy for the Company's liability of any kind (including negligence) with respect to the goods and services provided to Purchaser shall be to use all commercially reasonable efforts to promptly cure such breach. Purchaser must prosecute any claim for a cause of action arising hereunder with one year from the date on which the facts that gave rise to the cause of action first occurred subject to the terms set forth in Section 14 (Governing Law and Resolution of Disputes).
- 9. INDEMNIFICATION. Purchaser shall hold harmless, indemnify and defend the Company (at the Company's request) for any and all damages, liabilities, costs and expenses (including the costs of any dispute resolution, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, suits, including but not limited to, claims or suits by third parties, arising out of any of the following: (a) Purchaser's negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by the Seller), (c) any claim of patent infringement arising out of the manufacture by Seller of goods created in accordance with a design or specifications furnished to Seller by Purchaser, (d) in the event that Purchaser modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (e) from goods produced by Seller according to Purchaser's specifications, (f) any violations of export control laws by

Purchaser, (g) any violations of state or federal tax laws by Purchaser, or (h) Purchaser's breach of any provisions of these Terms and Conditions.

- 10. SELLER'S INTELLECTUAL PROPERTY INDEMNIFICATION. Seller will defend, indemnify and hold harmless Purchaser from and against any and all loss, damage, cost or expense arising as a result of any claim that the goods sold hereunder infringe any third party U.S. patent, copyright, trademark, trade secret or intellectual property right. Otherwise, Seller will not be liable for any claim of infringement. If you notify us promptly of any such claim of infringement and, if we so request, authorize us to defend or settle any suit or controversy involving such claim, we will indemnify you against the reasonable expenses of any such suit and will satisfy any judgment or settlement in which we acquiesce, but only to an amount not exceeding the price paid for the allegedly infringing goods. If an injunction is issued against the further use of allegedly infringing goods, the Company shall have the option of procuring for you the right to use the goods, or replacing them with noninfringing goods, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing states the Company's entire and exclusive liability with respect to a claim of infringement, and we will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.
- 11. CONFIDENTIALITY. "Confidential Information" means any of the Company's business information, specifications and all related writings, drawings, designs, software applications and similar works or any other information disclosed by the Company that are disclosed as "Confidential" or proprietary. All Confidential Information shall be the exclusive property of the Company and we retain all right, title and interest in and to the same. Purchaser agrees to use Confidential Information for the exclusive purpose of performance under the Contract and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of the Company or completion of the Contract, Purchaser shall return all Confidential Information to the Company and provide certification of such return.
- 12. <u>TOOLING; SPECIAL JIGS, FIXTURES & PATTERNS</u>. Charges made for tools, jigs, fixtures, patterns and equipment made or acquired by the Company in connection with your Order and utilized in manufacturing will be considered the exclusive property of the Company, without credit to Purchaser.
- 13. INSPECTION, RECORDS, AUDITS & PROPRIETARY DATA. Inspection of goods in our facility by Purchaser and/or its representative will be permitted, provided that (a) Purchaser gives reasonable written notice of its desire to inspect the goods, and (b) the inspection does not unduly interfere with the Company's production work flow. Neither Purchaser nor any of Purchaser's representatives shall have any right to examine or audit the Company's cost accounts, books or records of any kind, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the Company, in our

sole discretion, may consider in whole or in part to be proprietary to our business

14. **GOVERNING LAW & DISPUTE RESOLUTION**.

- (A) Governing Law. The Contract and these Terms and Conditions are governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules unless the matters in dispute come within the scope of Article 2 of the Uniform Commercial Code (UCC-Sales) prepared under the joint sponsorship of The American Law Institute and the National Conference of Commissioners on Uniform State Laws, in which event the dispute shall be governed by and interpreted under the referenced Code in effect on the date of this Contract.
- (B) **Dispute Resolution.** Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to the Contract and these Terms and Conditions, or the making, performance or interpretation hereof, and the dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the parties fail to settle the dispute within 30 days of notice of mediation, either party may initiate binding arbitration under this paragraph. The place of arbitration shall be in the Boulder-Denver Metro-Area of Colorado, and shall be conducted by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any binding arbitration award may be entered in any court having jurisdiction thereof.

15. **GENERAL PROVISIONS.**

- (A) **Prior Agreements.** This Contract comprises the complete and exclusive agreement between the parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements made or entered into before the Effective Date.
- (B) **Amendments.** No amendment to this Contract is effective unless made in writing and signed by authorized representatives of Purchaser and Seller. Specifications, drawings, price lists and documents of a technical nature prepared by Seller and submitted to Purchaser to describe the equipment and parts being purchased hereunder automatically become part of this Contract.
- (C) **Survival.** All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive on their terms including all provisions relating to tax, import / export, inspection, dispute resolution and governing laws, and all causes of action which arose prior to completion or termination of this Contract shall survive indefinitely until, by their respective terms, they are no longer operative.
- (D) **Conflicts.** If a conflict exists between these Terms and Conditions and any other writings connected with this Contract, these Terms and Conditions shall prevail with respect to such conflict. In the event that any provisions of these Terms and Conditions is held to be illegal, invalid or unenforceable under the present or future law, rule or regulation, such provision shall be deemed stricken from these Terms and Conditions, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Terms and Conditions.

Project: Cedar Falls Polymer System Page 8 of 8 Date: 10/7/2020

Proposal # BM20-2842

The result of over 30 years pursuing optimum polymer performance and system reliability.

VELOBLEND

Advanced Liquid Polymer Activation Technologies



While the rest of the polymer equipment industry was engaged in a mechanical versus non-mechanical system debate, VeloDyne developed the next generation of advanced polymer activation technologies, a hybrid



A company driven to deliver the very best Polymer Blending, Chemical Feed, and Bulk Solids Handling Systems, fueled by constantly asking, "What If?"



VELOBLEND

Advanced Liquid Polymer Activation Technologies

OPTIMIZING LIQUID POLYMER PERFORMANCE

There have been numerous technologies introduced over the last thirty years designed to activate liquid polymer. The advanced hybrid VeloBlendTM technology has proven to more efficiently induce ultra-high, non-damaging mixing energy, delivering the highest polymer performance over any other technology in the industry.

The VeloBlend is simply the best polymer activation technology ever developed.

—polymer consultant with over 30 years of industry experience

NEAT "AS-SUPPLIED" POLYMER

Neat polymer, as supplied, is primarily comprised of coiled-up polymer, oil, water, and inverting surfactant.



UNACTIVATED POLYMER MOLECULE— CAPABLE OF WITHSTANDING HIGH MIXING ENERGY

In its "neat" (as-supplied) state, the polymer is coiled up like a spring and is capable of withstanding ultra-high mixing energy without damage to its molecular structure.



DAMAGED POLYMER—CAUSED BY EXCESSIVE SHEAR

Once the polymer uncoils, the elongated polymer is now susceptible to damage caused by excessive shear. The result is increased polymer usage, increased polymer cost and reduced process performance.



PARTIALLY UNCOILED POLYMER-INSUFFICIENT MIXING ENERGY

If polymer is exposed to insufficient mixing energy, the polymer fails to fully activate with the same negative results in polymer cost and process performance as is seen with damaged polymer.



FULLY ACTIVATED, UNDAMAGED POLYMER—DELIVERING OPTIMAL PERFORMANCE

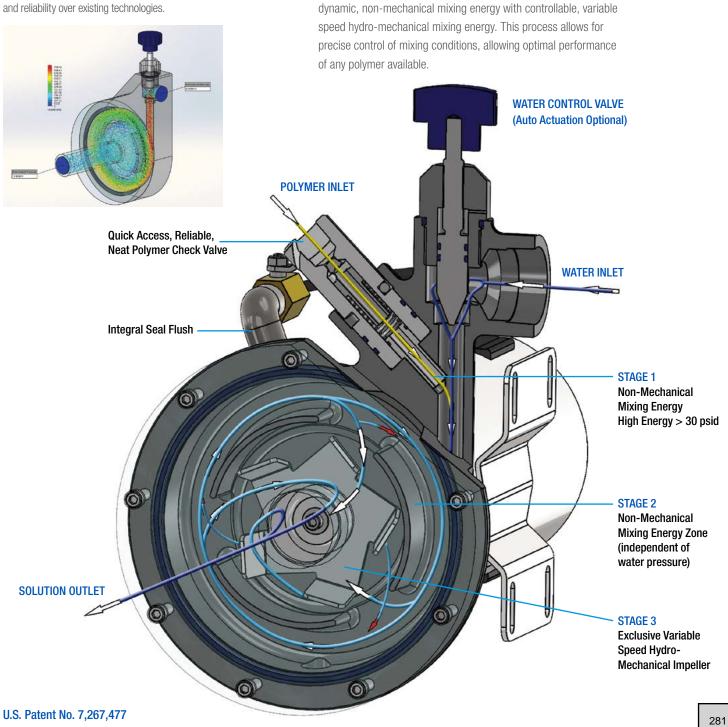
When neat, coiled-up polymer is properly exposed to ultra-high mixing energy, the oil is effectively "scrubbed" from the polymer, allowing it to become highly activated without damage.



The VeloBlend's hybrid technology more effectively induces ultra-high, non-damaging mixing energy over the system's full flow range than any other technology on the market.

EXCLUSIVE HYBRID ACTIVATION TECHNOLOGY

We started by perfecting hydro-dynamic, non-mechanical mixing energy. Born from thirty years of experience, the VeloBlend VH series optimizes the use of non-mechanical mixing energy, exceeding the performance and reliability over existing technologies.



We then eliminated the biggest drawback to non-mechanical

blending—its reliance on water pressure. The VeloBlend™ hybrid

polymer activation technology combines the reliability of hydro-



VELOBLEND

Advanced Liquid Polymer Activation Technologies

THE VERSATILE VELOBLEND SYSTEM



1. ACTIVATION CHAMBER

VeloBlend Advanced Liquid Polymer Activation Technology delivers unsurpassed performance and reliability.

2. DILUTION WATER SYSTEM

Up to 600 GPM to meet your application requirements.

3. NEMA 4X CONTROLS

Five standard control systems are available to meet your specific control requirements.

4. NEAT POLYMER PUMP

Progressive cavity pumps standard. Other pump types optional.

5. RUGGED STAINLESS STEEL SKID

Available in 304 or 316 stainless steel. Open design for ease of maintenance. Designed to provide ideal pump suction conditions.

SERIES 6000

- Skid Configuration #2
- Progressive Cavity Pump
- Range: from 0.2 up to 100 GPM Solution
- Control Levels D thru RpSB



SERIES 2400

- Skid Configuration #1
- Progressive Cavity Pump
- Range: from 0.2 up to 50 GPM Solution
- Control Levels D & E



SERIES 12000

- Skid Configuration #3
- Progressive Cavity Pump
- Range: from 10 up to 200 GPM Solution
- Control Levels D thru RpSB



SERIES 36000

- Skid Configuration #4
- Progressive Cavity Pump
- Range: from 40 up to 600 GPM Solution
- Control Levels D thru Rw

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Model # Example: Build Your VeloBlend:

BASE MODEL	CONTROL LEVEL	PLC/HMI OPTION	POWER	SKID SIZE
VM-10P-1200	RpSB	3D	A	2

BASE MODEL:			SKID SIZE BASED ON CONTROL LEVEL (SEE CHART BELO				
VELOBLEND BASE MODEL	POLYMER GPH*	WATER GPH**	D	Е	Rw	Rp	RpSB
VM-0.5P-120	0.025 - 0.5	12 – 120					
VM-2P-300	0.1 – 2	30 – 300					
VM-3P-600	0.15 – 3	60 – 600		1	0		
VM-5P-1200	0. 2 5 -5	120 - 1200		I	2		
VM-10P-1800	0.5 – 10	180 – 1800					
VM-1 0 P-2400	0.5 – 1 0	240 - 2400					
VM-30P-6000	1.5 – 30	600 – 6000			2		
VM-60P-12000	3.0 – 60	1200 – 12000			3		
VM-180P-36000	18 – 180	3600 - 36000			4		

^{*}LOWER CAPACITIES AVAILABLE—CONSULT FACTORY **ALTERNATE PUMP/WATER RATE COMBINATIONS AVAILABLE—CONSULT FACTORY *** CAPACITIES SUBJECT TO CHANGE

		CONTROL LEVELS					
CONTROL LEVEL:		DISC	CRETE		PLC		
STANDARD CONTROL OPTIONS		D	Е	Rw	Rp	RpSB	
LOCAL & REMOTE START/STOP DISCRETE INPUT		•	•	•	•	•	
4-20mA PUMP PACING ANALOG INPUT		•	•	•	•	•	
4-20mA SOLIDS DENSITY ANALOG INPUT						•	
SYSTEM RUNNING DISCRETE INPUT	M RUNNING DISCRETE INPUT • •		•	•	•	•	
SYSTEM IN REMOTE DISCRETE INPUT		•	•	•	•	•	
PUMP RATE ANALOG OUTPUT			•	•	•	•	
SOLUTION RATE ANALOG OUTPUT					•	•	
COMMON ALARM DISCRETE INPUT		•	•	•	•	•	
MANUAL WATER RATIO CONTROL				•			
AUTO WATER RATIO CONTROL	SEE PLC/HMI				•	•	
SMARTBLEND™ RATIO CONTROL	OPTIONS BELOW					•	
ETHERNET COMMUNICATION					•	•	

OTHER CONTROL OPTIONS AVAILABLE—CONSULT FACTORY

		COLOR TOUCHSCREEN HMI OPTIONS						
		C-MORE		ALLEN BRADLEY			MAGELIS	
PLC/HMI OPTION:	8"	10"	7"	10"	12"	7"	10"	
PLC OPTIONS		Α	В	С	D	Е	F	G
VELODYNE CONTROLLER	1	INTEGRAL 6" COLOR TFT TOUCHSCREEN						
ALLEN BRADLEY MICROLOGIX	2	•	•	•	•	•		
ALLEN BRADLEY COMPACTLOGIX	3	•	•	•	•	•		
MODICON MOMENTUM	4	•	•				•	•

OTHER PLC/HMI OPTIONS AVAILABLE—CONSULT FACTORY

POWER OPTION:

	120V / 1PH / 60Hz*
В	240V / 1PH / 60Hz
С	240V / 3PH / 60Hz
D	480V / 3PH / 60Hz
Е	600V / 3PH / 50Hz

*NOT AVAILABLE FOR 200 GPM WATER AND ABOVE

SKID SIZE:

SIGN SIZE								
		WIDTH	DEPTH	HEIGHT				
1	CONFIGURATION 1	34"	24"	42"				
	CONFIGURATION 2	34"	30"	72"				
3	CONFIGURATION 3	48"	36"	72"				
4	CONFIGURATION 4	?	?	?				

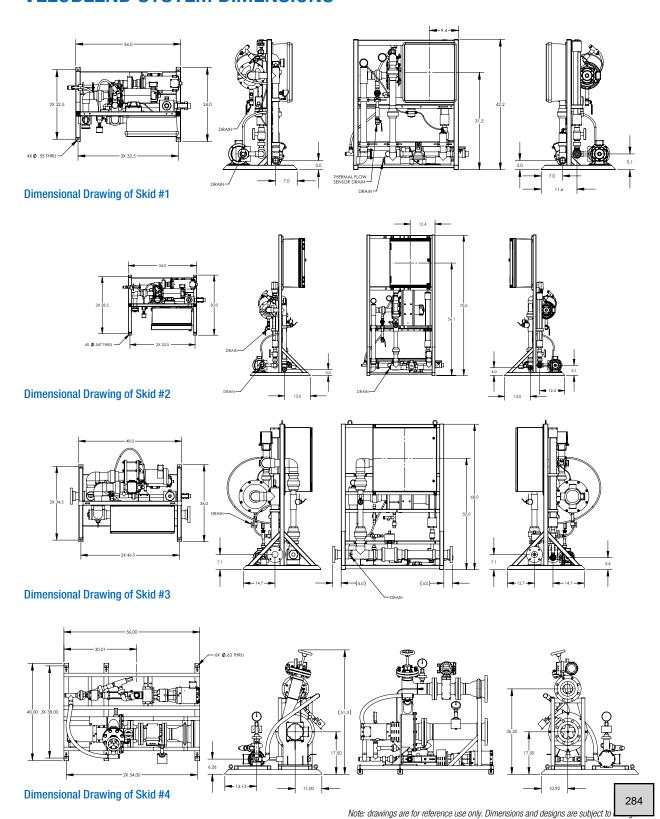
STANDARD CONTRUCTION 304SS, AVAILABLE IN 316SS



VELOBLEND

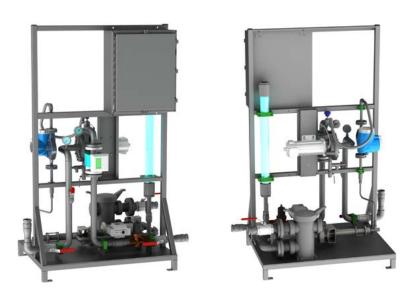
Advanced Liquid Polymer Activation Technologies

VELOBLEND SYSTEM DIMENSIONS



VELOBLEND HEAVY INDUSTRIAL

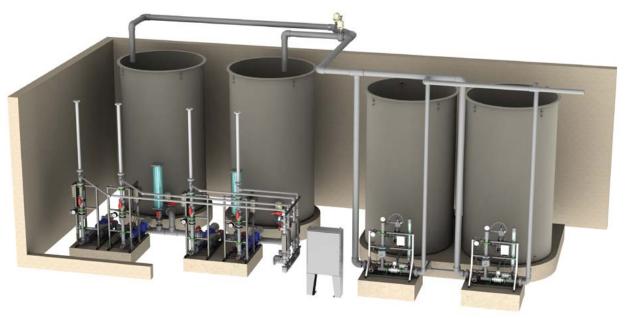
The VeloBlend industrial series is designed for the rigors of the pulp & paper, oil & gas, mining, and other demanding industries and applications.



VELOBLEND INDUSTRIAL SERIES FEATURES:

- Ratio control of polymer and water
- VeloBlend Stainless Mixing Chamber
- All stainless steel welded plumbing
- Magnetic flow meter for water flow
- Coriolis mass flow meter for neat polymer
- Skid mounted neat polymer strainer (simplex or duplex available)
- Heavy Ddty stainless steel skid

POLYMER PROCESSING PLANTS





VELOBLEND

Advanced Liquid Polymer Activation Technologies

VELODYNE – THREE DECADES OF EXPERIENCE

For over thirty years our team has been dedicated to excellence. Through knowledge gained from thousands of installations worldwide, VeloDyne unites proven technologies with unsurpassed experience. Contact us to learn how our products and services can help optimize your treatment process.

MORE PROVEN SOLUTIONS FROM VELODYNE

Dry Polymer Activation



Auger Feeders & Conveyors







Manual Bag Systems







Liquid Chemical Metering & Feed Systems



Bulk-Bag Systems



Lime Slakers



Containerized Systems



Silo Systems



VeloDyneSystems.com



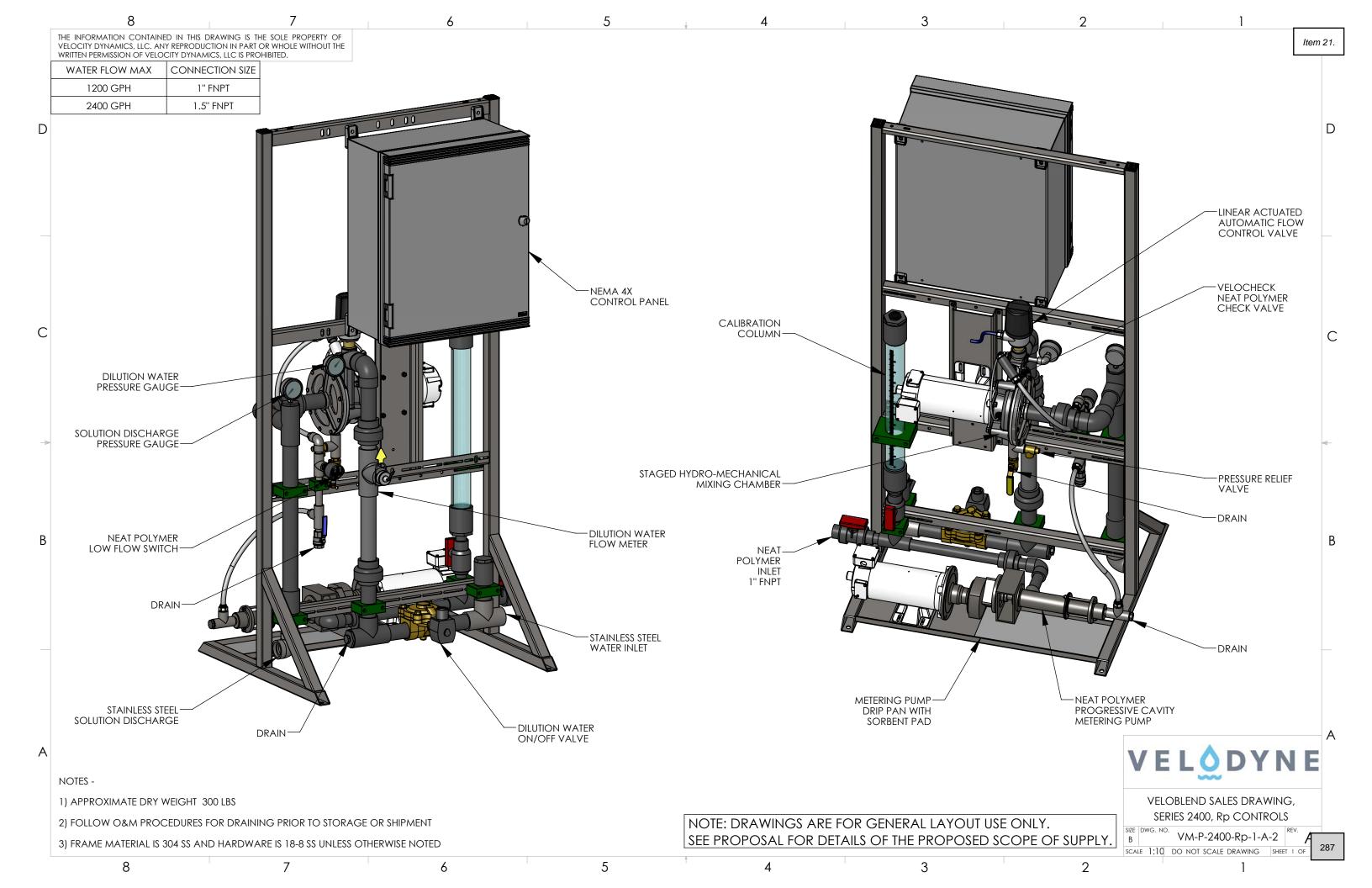


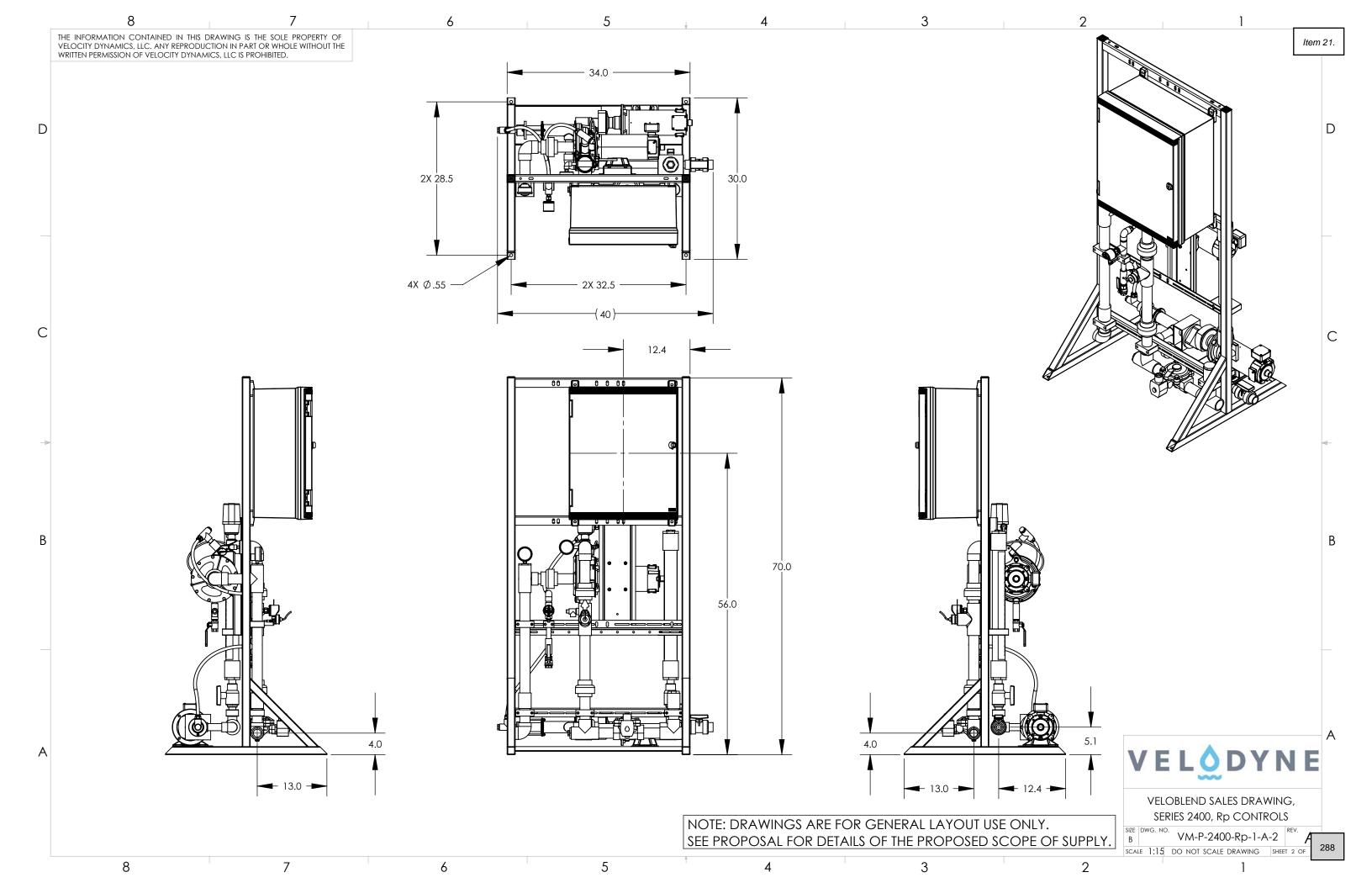
© 2018 Velocity Dynamics, LLC. All rights reserved. Results may vary under different operating conditions. Specifications, terms and pricing are subject to change. Please consult your local sales representative for details. VeloDyne.1014.0918

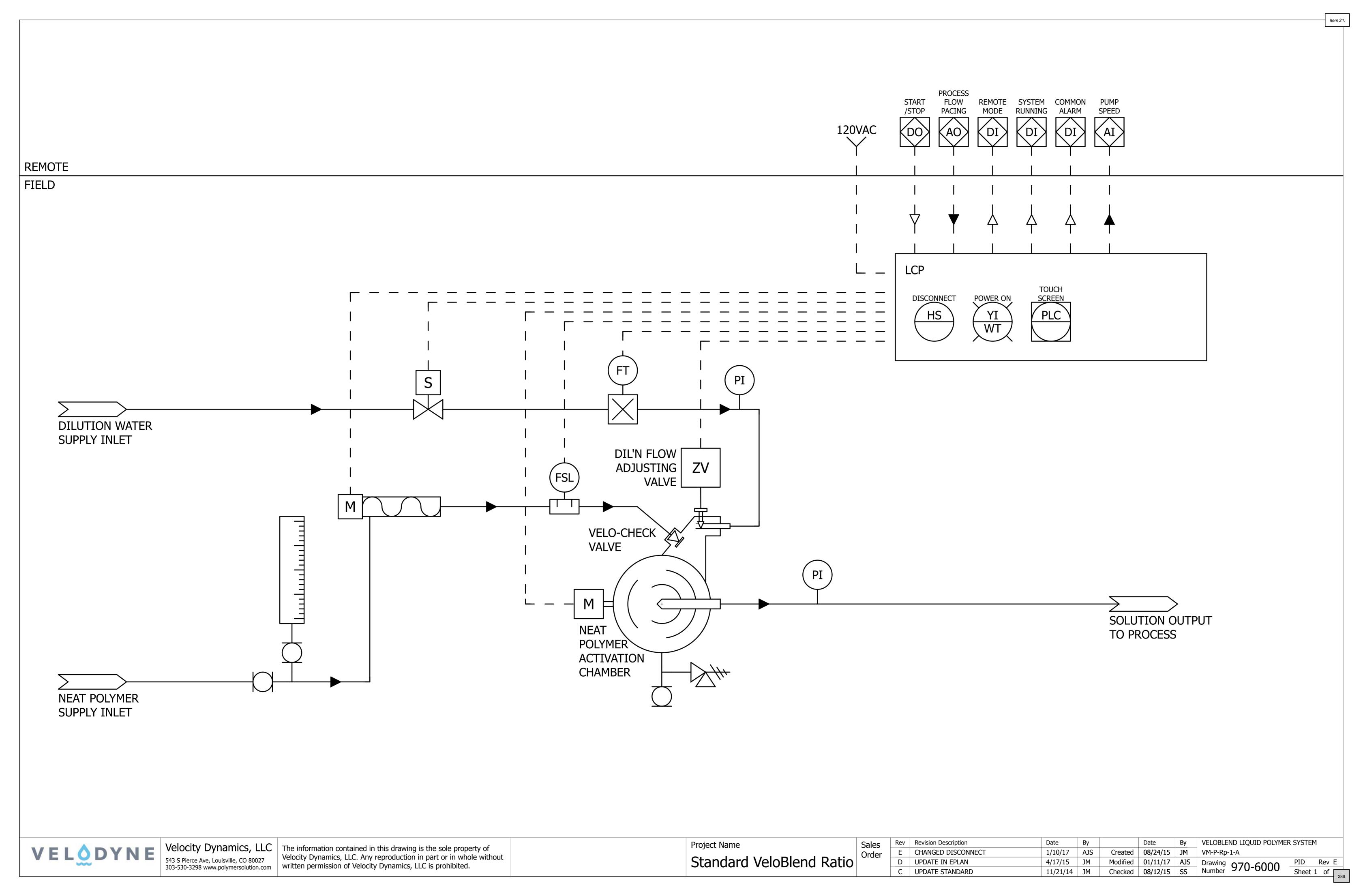
Phone: 303-530-3298

E-Mail: Sales@VeloDyneSystems.com











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: July 11, 2022

SUBJECT: Professional Services Agreement, Snyder & Associates

Oak Park Blvd. Sewer Replacement Project

Supplemental Agreement No. 2 City Project No. SA-002-3182

Please find attached Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for the Oak Park Blvd. Sewer Replacement Project. The enclosed Supplemental Agreement provides for services required to complete administration and design for the replacement of the sanitary sewer with a lift station and force main as a supplemental to the original Oak Park Blvd. Sewer Replacement Professional Services Agreement previously approved by Council on February 18th, 2019. The cost of this agreement is \$33,500 and paid for out of the Sewer Rental Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 2 with Snyder & Associates, Inc. for the lift station design and administration scope of services.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 www.cedarfalls.com

> Engineering Division Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 2

Oak Park Blvd. Sewer Replacement Cedar Falls, Iowa City Project Number SA-002-3182

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, lowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated February 18, 2019, for the professional engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW, THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

This scope of engineering design outlines the services required to complete administration and design for the replacement of the sanitary sewer with a lift station and force main that is to cross the ravine located towards the rear of the parcels between Oak Park Boulevard and Minnetonka Drive. Major project components include lift station and force main design, existing aerial crossing demolition, project permitting, slope stabilization, and site restoration. One bid package will be developed for this project.

The CONSULTANT will provide Engineering Services including design as required for the PROJECT. The CONSULTANT'S services shall include project administration, including coordination of project team activity, utility coordination, permit applications, updates to previously conducted topographic survey, detailed design, preparation of construction documents, and assistance during the bidding period. The CONSULTANT shall complete the design to generally conform to the 2022 Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Cedar Falls Supplement Specifications.

A. DESIGN ENGINEERING SERVICES

The CONSULTANT will provide the basic services as follows.

Oak Park Blvd. Sewer Replacement Cedar Falls, Iowa City Project No. SA-002-3182

- Survey Services The CONSULTANT previously conducted a topographical survey of this area in March of 2019, which included a 50' width along the existing aerial crossing from Oak Park Boulevard to Minnetonka drive. While existing surface topography may not have significantly changed, the CONSULTANT shall administer additional survey services to review any changed conditions and to update utility locations.
- 2. Facility Plan The CONSULTANT shall prepare a Facility Plan document to meet the permitting requirements of the DNR. This report will establish the service area and lift station design conditions such that the DNR can provide concurrence for the project prior to the initiation of design. This will result in a deliverable that shall be submitted to the DNR, along with addressing of comments as required to reach DNR approvals.
- 3. Electrical Engineering Services The CONSULTANT shall retain the services of a SUBCONSULTANT for electrical design and specification elements as needed for the proposed lift station.
- 4. Preliminary Design The CONSULTANT shall develop preliminary design plans for the project letting. Upon completion, the design plans should be approximately 50% complete and include a preliminary lift station, force main, electrical design, demolition plans, slope stabilization, and site restoration design. The deliverables for the preliminary design shall include an electronic 50% plan set, cover sheet with the designer and reviewer initials, and an Engineer's opinion of probable cost.
- 5. Utility Coordination The CONSULTANT shall identify potential construction conflicts with franchise and City utilities. Coordination for the potential relocation of conflicting utilities shall be completed. Identification of conflicts that could impact the project schedule or significantly impact the construction cost should be reported to the CLIENT if and/or when identified.
- 6. Final Design Following the review and general approval of the preliminary plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the project. Upon completion, the design plans will be approximately 95% complete and shall include: the incorporation of preliminary design review comments, an updated opinion of probable construction costs, and a draft project manual. Construction permit applications shall also be submitted for review and approval for submittal to the lowa Department of Natural Resources (DNR).
- 7. Letting Services The CONSULTANT shall incorporate Final Design review comments, prepare and submit the following for filing with the City Clerk; print-ready project manual, print-ready plan set certified by a licensed engineer in the state of Iowa and completed permit applications for submittal to the Iowa DNR. Additionally, the CONSULTANT shall assist the CLIENT during the bid period in answering questions regarding design intent and prepare addendum for distribution by the Consultant. Furthermore, a recommendation to award shall be provided.

B. CONTINGENCY

- 1. If at any time during the work the CONSULTANT determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the CLIENT'S Project Manager in writing and describe what costs are causing the overage and the reason. The CONSULTANT shall not exceed the estimated actual costs without prior written approval from the CLIENT'S Water Reclamation Facility Manager.
- Items that may cause the need to utilize the CONTINGENCY include but are not necessarily limited to the following: Design standard changes, unanticipated field conditions (e.g. unknown utility conflicts), and other miscellaneous changes in scope.

C. ADDITIONAL SERVICES

The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, additional geotechnical services, Phase Archaeological and Cultural Resources Survey. yard/lawn/pavement following geotechnical restoration fieldwork. repair/replacement of utilities that are incorrectly marked or not made known to the CONSULTANT prior to fieldwork, environmental site assessment or remediation, embankment stabilization, attending public meetings, permanent acquisition exhibits (e.g. permanent easements), acquisition services, providing testing services, construction services; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

A. DESIGN ENGINEERING SERVICES

 Compensation for the Design Engineering Services by the CONSULTANT shall be based on the then-current hourly rates and fixed expenses at an estimated maximum fee of \$33,500. Contingency, as defined in Section II.B, may be utilized as defined up to a maximum amount of \$2,000.

B. ADDITIONAL SERVICES

1. Additional Services by the CONSULTANT may be required for the project as listed in Section II.C. If additional services beyond the scope items listed above are necessary, the CONSULTANT shall be entitled to negotiate a supplemental agreement to provide for the actual services performed. These services will be based on the then-current hourly rates and fixed expenses and the CLIENT will be billed for actual direct hours spent. The CLIENT shall authorize services prior to the CONSULTANT initiating any Additional

Services.

III. ASSIGNABILITY

- The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.
- A. Subconsultants are proposed as follows:

Terracon Consultants, Inc. Design Engineers, P.C.

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated February 18, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT	APPROVED FOR CONSULTANT.
Ву:	By: Lindsou Blaman
	0140 3000
Printed Name:	Printed Name: Lindsay Beaman
Title:	Title: Business Unit Leader
Date:	Date: July 8, 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: Luke Andreasen, PE

DATE: July 11, 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 twenty three (23) properties have accepted our offer:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
42	Klein Storage L.L.C.	1922 Main Street	Temporary Easement
64	Michael G Crall & Lauren K. Nelson	1516 Main Street	Temporary Easement
65	Michael G Crall & Lauren K. Nelson	1504 Main Street	Temporary Easement
74	David E. & Terri J. Vorland	1416 Main Street	Temporary Easement
93	Johnpaul Collins	1116 Main Street	Temporary Easement
94	Montell G. & Diane M. McFarlane	1112 Main Street	Temporary Easement
106	Wernimont, LLC	1010, 1012, 1014 Main	Temporary Easement
		Street	
104	Charlotte I. & Louis R. Smith	1022 Main Street	Temporary Easement
131	Peter J. & Kim Wilcox	716 Main Street	Temporary Easement
139	First National Bank of Cedar Falls,	602 Main Street	Temporary Easement
	n/k/a First Bank		
150	Farmers State Bank	515 Main Street	Temporary Easement
170	James A. & Teresa G. Shymansky	815 Main Street	Temporary Easement
	and Michael B. & Molly T.		
	Shymansky		
185	Kevin J. & Jessica A. Christman	1003 Main Street	Temporary Easement
187	First Evangelical Free Church, f/k/a	1015 Main Street	Temporary Easement
	Calvary Baptist Church of Christ		

193	CV Properties, LLC	1103 Main Street	Temporary Easement
194	Callum Hill Properties, LLC	1109 Main Street	Temporary Easement
222	Jay J. Courtney	1403 Main Street	Temporary Easement
223	Main Properties, L.L.C.	1407, 1409, & 1411 Main	Temporary Easement
		Street	
224	Douglas A. Renell S. Richter	1415 Main Street	Temporary Easement
245	Lindsey A. Kotz n/k/a Lindsey A.	1615 Main Street	Temporary Easement
	Phillips, & Marshall F. Phillips		
246	MB Rentals II, L.L.C.	1621 Main Street	Temporary Easement
253	Mary C. Fisher	1711 Main Street	Temporary Easement
271	Dolly's Rentals, L.L.C.	2003 Main Street	Temporary Easement

Attached is a strip map of the entire project where these properties can by 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by <u>Klein Storage</u> , L.L.C., an lowa <u>Limited</u>
Liability Company ("Grantor"), and City of Cedar Falls, a municipality organized under
the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar
(\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged,
Grantor hereby sells, grants and conveys unto Grantee a temporary easement under,
through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:		
Klein Storage, L.L.C.		
CEPPLE TROUT Bronnand	X	
By: Shannon Frost Date	Ву:	Date
Title: Manager	Title:	
State of Jowa)		
State of Jowa) County of Black Hank)		
This record was acknowledged before me on 2022, by <u>Shaanon Frost</u> , a Klein Storage LLC	the 9 day of February	, of
BRIANNA KEENEY Commission Number 825492	Burn Kens Signature of notarial officer	
My Commission Expires June 1, 2023	Stamp	
	Town notary Title of Office	
	[My commission expires: Jun	2025

ACCEPTANCE OF 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 ack 20, by Robert M. Green, May City of Cedar Falls, Iowa.	nowledged before me on
	Notary Public in and for the State of low
My Commission Expires:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 TEMPORARY EASEM **EXHIBIT 42-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1922 MAIN STREET PARCEL 42 PROPERTY OWNER: KLEIN STORAGE, LLC P.O. BOX 245 GILBERTVILLE, IA 50634 FND CUT X N1/4 CORNER FILE NO. 2015-00018784 SEC. 13-89-14 LEGAL DESCRIPTION: 60 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, 10WA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE NORTH 89° 25′ 11′ EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 42′ 27′ WEST, 39.58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42′ 27′ WEST, 149.09 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 25′ 11′ EAST, 5.00 FEET; THENCE SOUTH 00° 42′ 27′ EAST, 116.07 FEET; THENCE NORTH 89° 17′ 33′ EAST, 5.00 FEET; THENCE SOUTH 00° 42′ 27′ EAST, 33.02 FEET; THENCE SOUTH 00° 42′ 27′ EAST, 110.00 FEET TO THE POINT OF BEGINNING. LOT 8 2650,15 FND CUT X -42 27" W AUDITOR'S PLAT .14 .00 N N 89° 25' 11" E 5.00" LOT 7 SAID TRACT CONTAINS 911 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF MAIN STREET FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NADB3(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. 27° W 149. LOT 6 42 42 LINE TABLE WELSEN'S ADDITION LENGTH N 89° 17' 33" E 5.00" .00 z 33 00' N89°25'11"E L2(M&D) 39 58' N00*42'27"W S 00° 42' 27" E 33.02" LOT 5 POB S 89" 25' 11" W 89 3 LEGEND FND 1" PIPE -FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT • FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) POC 0 FND MAG NAIL (M) MEASURED DIMENSION CENTER SEC. 13-89-14 (R) RECORDED DIMENSION (D) DEEDED DIMENSION IR IRON ROD I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE END PK NAIL TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-193
• Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: el Number: 42 ct Number: R				cel No: 891413254024 Main Street Reconstruction
by and			ENT is entered into on t ., an lowa Limited Liab		er, and the City of Cedar
1.			nd Seller hereby agrees to as the "Premises":	convey Seller's int	erests in the following real
			See Attached Tempora	ary Easement Plat	
			of whatever type situate of the power of eminent of		This acquisition is for public
2.	including any or roadway and a acknowledges Agreement an	easements as ar accepts payment full settlement a d discharges Bu	e described herein. Selle	er consents to any c r any and all damag for all claims accord ity arising out of this	
3.	In consideration to Seller the fo		nveyance of Seller's inter	est in the Premises	to Buyer, Buyer agrees to pay
	Payment /	Amount	Agreed Performance	D	ate
	\$ \$ \$ <u>1,460.00</u>		on right of possession on conveyance of title on surrender of posse on possession and conveyance	ssion	fter Buyer approval
	\$ <u>1,460.00</u>		_ TOTAL LUMP SUM		
	BREAKDOWN Land by Fee T Underlying Fe	itle	sq. ft. = square feet sq. ft. sq. ft.	\$	

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.

sq. ft.

_sq. ft.

\$1,460.00

\$

Temporary Easement

Permanent Easement

Buildings Other 911

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: Klein Storage, L.L.C. Shamon Frost Date By: Date By: Title: Wanager County of Black Hawk This record was acknowledged before me on the 9 day of February Shanon Frost as Manager of Klein Horage LLC Signature of notarial officer The storage LLC Signature of notarial officer 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 _ Green, Mayor, and Jacqueline Danielsen, MMC, City Cle	day oferk, of the City of Cedar Falls, Iowa.	20,	by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 · Phone: 319-365-9565 EMPORARY EASEMEN **EXHIBIT 42-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1922 MAIN STREET PARCEL 42 PROPERTY OWNER: KLEIN STORAGE LLC P.O. BOX 245 GILBERTVILLE, IA 50634 FND CUT X N1/4 CORNER FILE NO. 2015-00018784 SEC. 13-89-14 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 89' 25' 11' EAST, 33.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00' 42' 27" WEST, 39 58 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00' 42' 27" WEST, 149.09 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89' 25' 11" EAST, 5.00 FEET; THENCE SOUTH 00' 42' 27" EAST, 116.07 FEET; THENCE NORTH 89' 17' 33' EAST, 5.00 FEET; THENCE SOUTH 00' 42' 27" EAST, 5.10 FEET; THENCE SOUTH 00' 42' 27' EAST, 3.02 FEET; THENCE SOUTH 90' 42' 27' EAST, 11' WEST, 10.00 FEET TO THE POINT OF BEGINNING. COMMENCING AT THE CENTER OF SAID 2650.15 LOT 8 FND CUT X 3 42'27"\ AUDITOR'S PLAT .14 N 89" 25' 11" E 5.00" .00 N SAID TRACT CONTAINS 911 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF MAIN STREET FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 6 27" W 42 .00 LINE TABLE 42 NIELSEN'S ADDITION LINE LENGTH REARING N 89° 17' 33" E 5.00" .00 N L1 33.00 N89*25'11"E L2(M&D) 39 58 N00°42'27'W - S 00° 42' 27° E 33.02' LOT 5 POB S 89* 25' 11" W 851 h 2 LEGEND FND 1" PIPE FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) • SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) POC 0 FND MAG NAIL CENTER (M) MEASURED DIMENSION (R) RECORDED DIMENSION SEC. 13-89-14 (D) DEEDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE xRWAY - RIGHT-OF-WAY LINE EXISTING LOT LINE FND P.K. NAIL - PROPERTY LINE TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Co	nstruction Easement Agreement ("Agreement") is made this
day of	, 20 , by Michael G. Crall and Lauren K. Nelson, 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	e receipt of which is hereby acknowledged, Grantor hereby
sells, grants and conveys	unto Grantee a temporary easement under, through, and
across the following descri	ibed real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: X Michael S. Cull, D. M. (M) Michael G. Crall	X Jauren K. Nelson
State of Towa) County of Black Howk)	
This record was acknowledged before me on to 2022, by Michael G. Crall and Laur	
BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	Signature of notarial officer Stamp
	[Iowa Notary] Title of Office

[My commission expires: Jmc 1,7023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa foregoing Temporary Construction Ea	("Grantee"), does hereby accept and approve the asement 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 acknowle 20, by James P. Brown, Mayor, an City of Cedar Falls, Iowa.	edged before me on, and Jacqueline Danielsen, MMC, City Clerk, of the
	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

EXHIBIT 64-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1516 MAIN STREET PARCEL 64 PROPERTY OWNER: 1504 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2003-00019609 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 12 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: E 15TH STREET (66' ROW WIDTH) FND 3/4" SMOOTH BAR THE WEST 10.00 FEET OF LOT 6, BLOCK 12 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. LOT 8 12'(M) 132'(R) SAID TRACT CONTAINS 667 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. 133. RWA) FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 7 10.00 66'(R) MAIN STREET 74'(M) LOT 6 99 FEET 10.00 999 66.74'(M) LOT 5 E 16TH STREET (66' ROW WIDTH) LEGEND FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION LR. IRON ROD I.P. IRON PIPE SECTION LINE xRWAY -RIGHT-OF-WAY LINE EXISTING LOT LINE FND 1/2" IR W/ ORANGE CAP#6505 FND 1/2" PIPE 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



SHEET

1 OF 1

311

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1516 Main St. el Number: 64 ct Number: RC-000-3283	County Tax Parcel No: 891413210002 Project Name: Main Street Reconstruction
THIS (by and Buyer		red into on this day of, 202_ Nelson, his wife, Seller, and the City of Cedar Falls, Iowa,
1.	Buyer hereby agrees to buy and Seller herestate, hereinafter referred to as the "Prem	eby agrees to convey Seller's interests in the following real ises":

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	
\$ 885.00	on possession and	60 days after Buyer approval
\$ 885.00	conveyanceTOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings Other	sq. ft. = square feet sq. ft. \$ sq. ft. \$ 667 sq. ft. \$885 sq. ft. \$ \$ \$	00

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, 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.
- 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:

Michael G. Crall Date Date X James K. Nelson Date

X James K. Nelson Date

State of Iowa
County of Black Hawk

BRIANNA KEENEY
Commission Number 825492
My Commission Expires
June 1, 2023

This record was acknowledged before me on the 3rd day of February, 2022, by Michael G. Crall and Lauren K. Nelson

Signature of notarial officer

Commission Expires

Page 2 of 4

CITY OF CEDAR FALLS, IOWA (BUYER)		
By: Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	day of lerk, of the City of Cedar Falls, Iowa.	, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa

315

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 64-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1516 MAIN STREET PARCEL 64 PROPERTY OWNER: CRALL, MICHAEL G. 1504 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2003-00019609 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 6, BLOCK 12 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: E 15TH STREET (66' ROW WIDTH) FND 3/4" SMOOTH BAR THE WEST 10.00 FEET OF LOT 6, BLOCK 12 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, LOT 8 BLACK HAWK COUNTY, IOWA 12(M) 132'(R) SAID TRACT CONTAINS 667 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. LOT 7 10.00 66'(R)-MAIN STREET LOT 6 66.74'(M) 99 60 FEET 66'(R) 10.00 -66.74'(M) LOT 5 E 16TH STREET LEGEND (66' ROW WIDTH) FOUND SECTION CORNER MONUMENT SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 ECOND (M) MEASURED DIMENSION RECORDED DIMENSION (R) I.R. IRON ROD I.P. IRON PIPE SECTION LINE xRWAY -RIGHT-OF-WAY LINE EXISTING LOT LINE FND 1/2" IR W/ ORANGE CAP#6505 PROPERTY LINE FND 1/2" PIPE TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 11 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931 & Phone: 319-365-9565 &

FOTH PROJECT NO.

21C017-02

DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by Michael Crall and Lauren K. Nelson, his wife
("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State
of lowa ("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. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Michael Crall Date	James K. Nelson Date
State of Towa) County of Black Hark)	
This record was acknowledged before me on 2022, by Michael Crah, and Laure	
BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	Signature of notarial officer Stamp Towa Notary Title of Office

[My commission expires: June 1,202]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

foregoing Temporary Construction Easeme	ent 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 I 20, by Robert M. Green, Mayor, and Jac City of Cedar Falls, Iowa.	before me on, queline Danielsen, MMC, City Clerk, of the
	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

EXHIBIT 65-T

E 15TH STREET (66' ROW WIDTH)

LOT 8

LOT 7

S 89° 36' 31" W 10.00'

LOT 6

LOT 5

E 16TH STREET (66' ROW WIDTH)

FND 1/2" IR W/ ORANGE CAP#6505

SECOND

FIELD SURVEY COMPLETED: FEBRUARY 2022

N 89° 31' 39" E 50.04'

10.00' S 89° 31' 39" W 40,00'

S 00° 28' 21" E

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 65

FND 3/4" SMOOTH BAR -

POB

N 00° 41' 38" W 133.12'(M) 132'(R)

66'(R)-

-66.74'(M)

66'(R)

-66.74'(M)

38

\$ 00°

10

NW CORNER LOT 8

MAIN STREET

BLOCK 12

PROPERTY OWNER:

CRALL, MICHAEL G. 1504 MAIN STREET CEDAR FALLS, IA 50613 BOOK 666, PAGE 704

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, BLOCK 12 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:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 12, THENCE NORTH 89° 31' 39" EAST, 50.04 FEET ALONG THE SOUTH RIGHT-OF-WAY FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 15TH STREET; THENCE SOUTH 00° 28' 21" EAST, 10.00 FEET; THENCE SOUTH 89° 31' 39" WEST, 40.00 FEET; THENCE SOUTH 80° 41' 38" EAST, 123.13 FEET TO THE SOUTH LINE OF SAID LOT 7, BLOCK 12; THENCE SOUTH 89° 36' 31" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 41' 38" WEST, 133.12 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,731 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 NADB3(2011) IA SPCS NORTH ZONE, US SURVEY FOOT



LEGEND

- FOUND SECTION CORNER MONUMENT Δ
- SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0
- MEASURED DIMENSION (M)
- RECORDED DIMENSION (R) I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE EXISTING LOT LINE
 - PROPERTY LINE

PHONE: (319) 273-8600

SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

TEMPORARY CONSTRUCTION EASEMENT



FND 1/2" PIPE

Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931 SE, Suite 400 & Cedar Rapid Phone: 319-365-9565 &

SHEET 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

320

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1504 Main St.

Parcel Number: 65

Project Number: RC-000-3283

County Tax Parcel No: 891413210001

Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of ______, 202_ by and between Michael Crall and Lauren K. Nelson, his wife, Seller, and the City of Cedar Falls, lowa, 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 possessic	
\$ 2,770.00	on possession and	60 days after Buyer approval
\$ 2,770.00	conveyanceTOTAL LUMP SUM	
BREAKDOWN: ac. = acre Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings Other	sq. ft. \$ sq. ft. \$	2,770.00

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement, 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.
- 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 Crall

Date

X Lauren K. Nelson

Date

State of Fora

County of Rlack Hank

SELLER:

X Lauren K. Nelson

Date

Date

BRIANNA KEENEY

Commission Number 825492

My Commission Expires

June 1, 2023

This record was acknowledged before me on the 3rd day of February, 2022, by

Michael Crall and Laures K. Nelson

Burn kurs
Signature of notarial officer

Tune 1.2.37
Commission Expires

Page 2 of 4

CITY OF CEDAR FALLS, IOWA (BUYER)		
By: Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City C	day of lerk, of the City of Cedar Falls, Iowa.	, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State o	flowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EMPORARY EASEN

EXHIBIT 65-T

E 15TH STREET

(66' ROW WIDTH)

LOT 8

LOT 7

N 89° 31' 39" E 50.04'

S 00° 28' 21" E 10.00 S 89° 31' 39" W 40.00'

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 65

FND 3/4" SMOOTH BAR -

POB

LOT 8 BLOCK 12

38" W 132'(R)

N 00° 41' 3 133.12'(M) 1

66 (R)-

-66.74'(M)

66'(R)

-66.74'(M)

ш 38

S 00°

10

S 89° 36' 31" W 10.00

LOT 6

LOT 5

E 16TH STREET (66' ROW WIDTH)

FND 1/2" IR W/ ORANGE CAP#6505

COND

FIELD SURVEY COMPLETED: FEBRUARY 2022

NW CORNER

MAIN STREET

PROPERTY OWNER:

CRALL MICHAEL G 504 MAIN STREET CEDAR FALLS IA 50613 BOOK 666, PAGE 704

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, BLOCK 12 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:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 12, THENCE NORTH 89° 31' 39" EAST, 50.04 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF E 15TH STREET; THENCE SOUTH 00° 28' 21" EAST, 10.00 FEET; THENCE SOUTH 89° 31' 39" WEST, 40.00 FEET; THENCE SOUTH 89° 31' 39" WEST, 40.00 FEET; THENCE SOUTH BOUTH LINE OF SAID LOT 7, BLOCK 12; THENCE SOUTH BOUTH SOUTH LINE OF SAID LOT 7, BLOCK 12; THENCE SOUTH 89° 36' 31" WEST, 10.00 FEET ALONG SAID SOUTH LINE TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 00° 41' 38" WEST, 133.12 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. OF BEGINNING.

SAID TRACT CONTAINS 1,731 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
- Λ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0
- (M)MEASURED DIMENSION RECORDED DIMENSION
- (R) I.R. IRON ROD
- I.P. IRON PIPE
- RIGHT-OF-WAY LINE
- **EXISTING LOT LINE**
- PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT

♦ Phone: 319-365-9565 ♦

Foth Infrastructure & Environment, LLC

SHEET

1 OF 1

324

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

FND 1/2" PIPE

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by <u>David E. Vorland and Terri J. Vorland, his</u>
wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the
State of lowa ("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. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: David E. Vorland	Jerry Joleans Terri J. Vorland
State of <u>Fowa</u>) County of <u>Black Hank</u>)	
This record was acknowledged before me 2022, by David E. Vorland, Terri	Burn Kung
Commission Number 825492 My Commission Expires June 1, 2023	Signature of notarial officer Stamp [John notary] Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Robert M. Green, Mayor
TTEOT	
ATTEST	
acqueline Danielsen, MMC City Clerk	
State of)	
County of)	
This instrument was acknowled 20, by Robert M. Green, Mayor, an City of Cedar Falls, lowa.	dged before me on d Jacqueline Danielsen, MMC, City Clerk, of the
	Notary Public in and for the State of low

1 OF 1

329

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 74-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1416 MAIN STREET PARCEL 74 PROPERTY OWNER: VORLAND, DAVID E. 1423 CATHERINE STREET E 14TH STREET CEDAR FALLS, IA 50613 BOOK 676, PAGE 549 (66' ROW WIDTH) LEGAL DESCRIPTION: FND 3/4" SMOOTH BAR A PARCEL OF LAND LOCATED IN LOT 6, 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 LOT 8 **DESCRIBED AS FOLLOWS:** THE WEST 10.00 FEET OF LOT 6, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA SAID TRACT CONTAINS 662 SQUARE LOT 7 STREET FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD 40 MAIN FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. 8 21'(M) LOT 6 FND 1" PIPE 99 FND 2" PIPE 66'(R)-10.00 0 60 LOT 5 37'(M) LOT 5 FEET FND 1/2" IR FND 1" PIPE FND 1" PIPE FND 5/8" IR E 15TH STREET (66' ROW WIDTH) FND 3/4" SMOOTH BAR LEGEND FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION RECORDED DIMENSION (R) I.R. IRON ROD LP. IRON PIPE SECTION LINE LOT 7 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 SHEET

Foth Infrastructure & Environment, LLC 111 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931 \$ Phone: 319-365-9565 \$

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

PHONE: (319) 273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1416 Main St. Parcel Number: 74 Project Number: RC-000-3283	County Tax Parcel No: 891413207002 Project Name: Main Street Reconstruction
THIS OWNER PURCHASE AGREEMENT is enter by and between David E. Vorland and Terri J. V Buyer.	ered into on this day of, 202_, /orland, his wife, Seller, and the City of Cedar Falls, lowa,
Buyer hereby agrees to buy and Seller he	reby agrees to convey Seller's interests in the following real

See Attached Temporary Easement Plat

estate, hereinafter referred to as the "Premises":

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		
Φ	_ on conveyance of title _ on surrender of possess	on	
\$ 875.00	on possession and	011	60 days after Buyer approval
\$ 875.00	conveyance TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	sq. ft. = square feet		
Land by Fee Title	sq. ft.	<u> </u>	
Underlying Fee Title	sq. ft.	5	
Temporary Easement6	<u>62</u> sq. ft.	875.00)
Permanent Easement	sq. ft.	5	
Buildings		5	
Other		5	

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.

- 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.
- 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:
- 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.

David E. Vorland

State of Iona

Commission Expires June 1, 2023

This record was acknowledged before me on the <u>loday of Fcbruary</u>, 2022, by David E. Vorland, Terri J. Vorland

Signature of notarial officer

June 1, 2023 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)		
By: Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the _Green, Mayor, and Jacqueline Danielsen, MMC, City Cle	day of erk, of the City of Cedar Falls, Iowa.	, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 74-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1416 MAIN STREET PARCEL 74 PROPERTY OWNER: VORLAND, DAVID E. 1423 CATHERINE STREET E 14TH STREET CEDAR FALLS, IA 50613 (66' ROW WIDTH) BOOK 676, PAGE 549 LEGAL DESCRIPTION: FND 3/4" SMOOTH BAR A PARCEL OF LAND LOCATED IN LOT 6, 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 LOT 8 DESCRIBED AS FOLLOWS THE WEST 10.00 FEET OF LOT 6, BLOCK 7 OF SAID TAYLOR'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA SAID TRACT CONTAINS 662 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND MAIN STREET LOT 7 10.00 RESTRICTIONS OF RECORD. 40 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. 10 8 99, 21'(M) LOT 6 99 99 FND 1" PIPE FND 2 PIPE 66'(R)-10.00 LOT 5 37'(M) LOT 5 FEET FND 1/2" IR FND 1" PIPE -FND 1° PIP FND 5/8" IR E 15TH STREET (66' ROW WIDTH) FND 3/4" SMOOTH BAR **LEGEND** FOUND SECTION CORNER MONUMENT Λ SET SECTION CORNER MONUMENT LOT 8 FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION I.R. IRON ROD I.P. IRON PIPE LOT 7 RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE R 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.

Foth Infrastructure & Environment, LLC 5E, Suite 400 ♥ Cedar Rapid
♦ Phone: 319-365-9565 ♦

SHEET 1 OF 1

21C017-02 DATE: 6/21/2022

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Cons	struction Easement Agreement ("Agreement") is made this
day of	, 20, by <u>Johnpaul Collins, single</u> ("Grantor"), and City
of Cedar Falls, a municipalit	y 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 a	knowledged, Grantor hereby sells, grants and conveys unto
Grantee a temporary easen	ent under, through, and across the following described real
estate which is owned by G	antor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:	
Zohnpaul Collins	Χ
State of Towa)	
State of <u>Towa</u>) County of <u>Black Hawk</u>)	
This record was acknowledged before me on t 20 <u>22,</u> by <u>Johpaul</u> Collins	he 2 day of March, Grantors.
BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	Signature of notarial officer
	Stamp
	[Iowa notary] Title of Office
	[My commission expires: Twe 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grante foregoing Temporary Construction Easement	e"), does hereby accept and approve the t t 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 be 20, by Robert M. Green, Mayor, and Jacqu City of Cedar Falls, Iowa.	efore me on, ueline Danielsen, MMC, City Clerk, of the 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 93-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 93

PROPERTY OWNER: COLLINS, JOHNPAUL 1116 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2017-00008622 LEGAL DESCRIPTION: E 11TH STREET (66' ROW WIDTH) A PARCEL OF LAND LOCATED IN LOT 24 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIPED AS EQUADORS: FND 5/8" IR **LOT 30** LOT 30 **DESCRIBED AS FOLLOWS:** FND 1/2" IR THE WEST 10.00 FEET OF LOT 24 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, FND PINCH PIPE **LOT 28** SPEER'S ADDITION LOT 29 SAID TRACT CONTAINS 463 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND LOT 27 RESTRICTIONS OF RECORD LOT 26 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. 10.00 LOT 25 FND CUT X MAIN STREET 46.36 71 **LOT 23** 10.00 60 FEET **LOT 22** LINE TABLE **LOT 21** LENGTH LINE BEARING L1(M&R) N00°42'02"W L2(M&R) 50.36 N00°42'02"W LOT 467 LEGEND E 12TH STREET (ROW WIDTH VARIES) FOUND SECTION CORNER MONUMENT SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 FND CUT X MEASURED DIMENSION (M) S1/4 CORNER SEC. 12-89-14 (R) RECORDED DIMENSION I.R. IRON ROD LP. IRON PIPE SECTION LINE *RWAY - 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

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022



SHEET 1 OF 1

FIELD SURVEY COMPLETED: FEBRUARY 2022

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CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parcel	ty Address: 1116 Main S Number: 93 t Number: RC-000-3283		County Tax Parcel No: 891412458011 roject Name: Main Street Reconstruction		
		EMENT is entered into on this , single, Seller, and the City of			
1.	Buyer hereby agrees to buy estate, hereinafter referred		nvey Seller's interests in the following real		
		See Attached Temporary E	Easement Plat		
,		nts of whatever type situated on se of the power of eminent doma	the Premises. This acquisition is for public ain.		
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	s are described herein. Seller co ent under this Agreement for an nt and payment from Buyer for a	rights, title and interests in the Premises, onsents to any change of grade of the adjacent y and all damages arising therefrom. Seller Il claims according to the terms of this rising out of this Agreement and the ove ("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		
•	\$ \$ \$ 615.00	on right of possession on conveyance of title on surrender of possessio on possession and conveyance TOTAL LUMP SUM	n 60 days after Buyer approval		

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.

\$615.00

\$ \$ \$

sq. ft. = square feet

sq. ft.

_sq. ft.

_sq. ft.

sq. ft.

463

BREAKDOWN: ac. = acres

Land by Fee Title

Buildings Other

Underlying Fee Title

Temporary Easement

Permanent Easement

- 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, lowa, 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:	111111	7 2 1 20		
trinpaul Collin	Jall-	3-2-22 x Date		Date
	State of <u>Towa</u> County of <u>Black</u>			
	This record was act		n the 2 day of <u>March</u>	, 202 <u>_</u> 2, by
Builden Signature of no			Tune 1,2023 Commission Expires	



CITY OF CEDAR FALLS, IOWA (BUYER)	ı		
By: Robert M. Green, Mayor	<u></u>		
ATTEST:			
By:	-		
STATE OF IOWA, COUNTY OF BLACK HAWK,	ss:		
This instrument was acknowledged before me o Green, Mayor, and Jacqueline Danielsen, MMC, 0	on the day of City Clerk, of the City of Ced	, 20 dar Falls, Iowa.), by Robert M.
My Commission Expires:	Notary Public in and	I for the State of lov	 va

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 93-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION

PARCEL 93

MAIN STREET

FND CUT X

S1/4 CORNER SEC. 12-89-14

FND 5/8" IR

FND PINCH PIPE

FND CUT X

PROPERTY OWNER:

COLLINS, JOHNPAUL 1116 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2017-00008622

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 24 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 24 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 463 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

0 60 ----

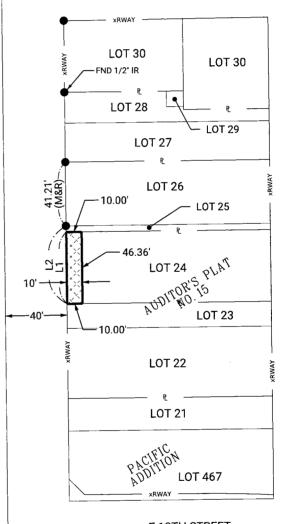
LINE	LENGTH	BEARING
1(M&R)	46.36'	N00°42'02"W
2(M&R)	50.36'	N00°42'02"W

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- \triangle SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- O 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

E 11TH STREET (66' ROW WIDTH)



E 12TH STREET (ROW WIDTH VARIES)

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: 6/17/2022

☆ Foth

Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931

& Phone: 319-365-9565 &

SHEET

1 OF 1

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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of , 20 , by <u>Montell G. McFarlane and Diane M.</u>
McFarlane, 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. <u>Purpose.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:	x Diari Majara
Montell G. McFarlane	Diane M. McFarlane
State of Towa) County of Black Hank)	BRIANNA KEENEY Commission Number 825492 My Commission Expires
obtaining of specific fraction of	June 1, 2023
This record was acknowledged before me 20 <u>22,</u> by <u>Mortell G. McFarlanc, D</u>	on the 10 day of February, inc M. McFarlane, Grantors.
	But Xees Signature of notarial officer
	Stamp
	[Iowa notary] Title of Office
	[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielse City Clerk	en, MMC	
State of)	
State of County of This instrume 20, by Robert M. City of Cedar Falls,	ent was acknowledge Green, Mayor, and Ja	d before me on acqueline Danielsen, MMC, City Clerk, of the
County of This instrume 20, by Robert M.	ent was acknowledge Green, Mayor, and Ja	d before me onacqueline Danielsen, MMC, City Clerk, of the Notary Public in and for the State of low

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 · Phone: 319-365-9565

EXHIBIT 94-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 94

MAIN STREET

FND 5/8" IR -

FND PINCH PIPE

FND CUT X

PROPERTY OWNER:

MC FARLANE, MONTELL G MC FARLANE, DIANE M. 1112 MAIN STREET CFDAR FALLS, IA 50613 BOOK 587, PAGE 340

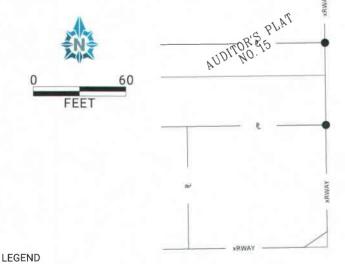
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT A PARCEL OF LAND LOCATED IN LOT 25 & LOT 26 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 25 & LOT 26 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 452 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



FOUND SECTION CORNER MONUMENT

SET SECTION CORNER MONUMENT FOUND 1" PIPE (UNLESS NOTED)

SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0

(M) MEASURED DIMENSION

(R) RECORDED DIMENSION

I.R. **IRON ROD** LP. **IRON PIPE**

SECTION LINE

×RWAY - RIGHT-OF-WAY LINE

EXISTING LOT LINE

- PROPERTY LINE

TEMPORARY CONSTRUCTION EASEMENT





E 12TH STREET (ROW WIDTH VARIES)



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: 6/17/2022



SHEET 1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1112 Main St. el Number: 94 ect Number: RC-000-3283	County Tax Parcel No: 891412458012 Project Name: Main Street Reconstruction	
by an	OWNER PURCHASE AGREEMENT is entered in between Montell G. McFarlane and Diane M. or Falls, lowa, Buyer.	into on this day of, 202_, McFarlane, husband and wife, Seller, and the City of	
1.	Buyer hereby agrees to buy and Seller hereby estate, hereinafter referred to as the "Premises	agrees to convey Seller's interests in the following real ":	
	See Attached	Temporary Easement Plat	
	together with all improvements of whatever type purposes through an exercise of the power of e	e situated on the Premises. This acquisition is for public eminent domain.	
2.	including any easements as are described here roadway and accepts payment under this Agre- acknowledges full settlement and payment from	er's estates, rights, title and interests in the Premises, ein. Seller consents to any change of grade of the adjacer ement for any and all damages arising therefrom. Seller in Buyer for all claims according to the terms of this diall liability arising out of this Agreement and the identified above ("Project").	nt
3.	In consideration of Seller's conveyance of Sellet to Seller the following:	er's interest in the Premises to Buyer, Buyer agrees to pa	ıy
	Payment Amount Agreed Performance	rmance Date	

Payment Amount	Agreed Performance	Date
\$	on right of possession	
\$	on conveyance of title	
\$ <u></u>	on surrender of possession on possession and	60 days after Buyer approval
Ψ <u>000.00</u>	conveyance	oo days diter bayer approva
\$ 600.00	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft. <u>\$</u>	
Underlying Fee Title	sq. ft. \$	
Temporary Easement4	52 sq. ft. \$600.	.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.
- 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:

Montell G. McFarlane Date Date X Diane M. McFarlane Date Date

State of Towa

County of Black Hank



This record was acknowledged before me on the 10 day of February, 2022, by Montell G. McFarlane, Diane M. McFarlane

Signature of notarial officer

Tunc 1,2027
Commission Expires

Page 2 of 4

CITY OF CEDAR FALLS, IOWA (BUYER)		
Ву:		
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 Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.	_, 20	, by Robert M.
My Commission Expires:	f Iowa	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 94-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 94

MAIN STREET

FND CUT X S1/4 CORNER

FND 5/8" IR -

FND PINCH PIPE

FND CUT X

PROPERTY OWNER:

MC FARLANE, MONTELL G. MC FARLANE, DIANE M. 1112 MAIN STREET CEDAR FALLS, IA 50613 **BOOK 587, PAGE 340**

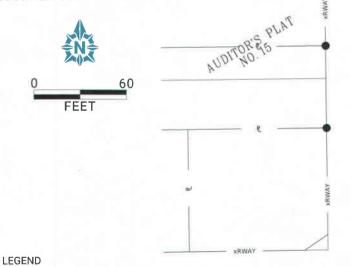
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT A PARCEL OF LAND LOCATED IN LOT 25 & LOT 26 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS EQUILOMS: AS FOLLOWS:

THE WEST 10.00 FEET OF LOT 25 & LOT 26 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 452 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



FOUND SECTION CORNER MONUMENT

SET SECTION CORNER MONUMENT FOUND 1" PIPE (UNLESS NOTED)

SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0

MEASURED DIMENSION (M)

(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





E 12TH STREET (ROW WIDTH VARIES)

SEC. 12-89-14 FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/17/2022



SHEET 1 OF 1

Foth Infrastructure & Environment, LLC
11 1 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931

+ Phone: 319-365-9565 +

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Const	ruction Easement Agreement ("Agreement") is made this
day of	, 20, by Charlotte I. Smith and Louis R. Smith, 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 conv	eys unto Grantee a temporary easement under, through,
and across the following desc	cribed real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: X Sutt & Sutt Charlotte I. Smith	X Howi R. Smith Louis R. Smith
State of Iowa) County of Black Hawk)	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023
This record was acknowledged before me on the 20 <u>22,</u> by <u>Charlotte I smith, Louis</u>	he 9 day of March, Grantors.
	Signature of notarial officer Stamp
	[Towa notary] Title of Office
	[My commission expires: June 2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee foregoing Temporary Construction Easement	e"), does hereby accept and approve the 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 bef 20, by Robert M. Green, Mayor, and Jacque City of Cedar Falls, Iowa.	fore me on, eline Danielsen, MMC, City Clerk, of the
	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

EXHIBIT 104-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1022 MAIN STREET PARCEL 104 PROPERTY OWNER: SMITH, CHARLOTTE I. 7210 N UNION ROAD CEDAR FALLS, IA 50613 BOOK 612, PAGE 222 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 1 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FND CUT X E 10TH STREET (66' ROW WIDTH) XRWAY FND 1/2" IR FND /2" IR FND 5/8" IR THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 1 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA SAID TRACT CONTAINS 902 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND FND 1/2" IR W/ RESTRICTIONS OF RECORD. **ORANGE CAP#6505** FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 4 MAIN STREET LOT 4 AUDITOR'S PLAT NO. 15 LOT 3 40 **LOT 461** FND 1/2" PIPE -10.00 60 10 LOT 2 B FEET 06'(40 50.21 LOT 2 FND 5/8" IR 40.00 10.00 50.00' --86.26'(M&R) FND 1/2" PIPE FND 2" IP **LEGEND** E 11TH STREET (66' ROW WIDTH) FOUND SECTION CORNER MONUMENT Λ SET SECTION CORNER MONUMENT FND 5/8" IF FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 PLAT (M) MEASURED DIMENSION (R) RECORDED DIMENSION AUDITOR LOT 30 I.R. IRON ROD LOT 30 I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE LOT 26 FND 1/2" IR EXISTING LOT LINE LOT 29 P - PROPERTY LINE TEMPORARY CONSTRUCTION EASEMENT FND PINCH PIPE FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 SHEET

Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931
+ Phone: 319-365-9565 +

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

356

1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1022 Main St.

Parcel Number: 104

Project Number: RC-000-3283

County Tax Parcel No: 891412455009

Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this day of 202_, by and between Charlotte I. Smith and Louis R. Smith, her husband, Seller, and the City of Cedar Falls, lowa, 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").
- 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 possessio on conveyance of titl on surrender of poss	е	CO dava effer Duver empreyel
\$ <u>1,195.</u> 00	on possession and conveyance		60 days after Buyer approval
\$ <u>1,195.00</u>	TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	sq. ft. = square feet		
Land by Fee Title	sq. ft.	\$	<u> </u>
Underlying Fee Title	sq. ft.	\$	
Temporary Easement	<u>902</u> sq. ft.	\$1,19	5.00
Permanent Easement	sq. ft.	\$	
Buildings		\$	
Other		\$	

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.
- 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.

x harlate d. Shuth 3/9/12 x hous A. Charlotte I. Smith Date Louis R. Smith

State of Th

County of Black Howk Court of

BRIANNA KEENEY
Commission Number 825492
My Commission Expires
June 1, 2023

This record was acknowledged before me on the 9 day of March , 2022, by Charlotte I smith, Louis R. Smith

Signature of notarial officer

SELLER:

June 1, 2023
Commission Expires

Page 2 of 4

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 _Green, Mayor, and Jacqueline Danielsen, MMC, City Cle	day of erk, of the City of Cedar Falls, Iowa.	_, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	of Iowa

360

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 104-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1022 MAIN STREET PARCEL 104 PROPERTY OWNER: SMITH, CHARLOTTE I. 7210 N UNION ROAD CEDAR FALLS, IA 50613 **BOOK 612, PAGE 222** LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 1 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FND CUT X E 10TH STREET (66' ROW WIDTH) FND 1/2" IR 1/2" IR FND THE WEST 10.00 FEET AND THE WEST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 1 OF SAID AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK FND 5/8" IR COUNTY, IOWA. SAID TRACT CONTAINS 902 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND FND 1/2" IR W/ RESTRICTIONS OF RECORD. **ORANGE CAP#6505** FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 4 MAIN STREET LOT 4 AUDITOR'S PLAT NO. 15 гот з 40 LOT 461 FND 1/2" PIPE -10.00 60 10 50.21'(M) 50.06'(R)-LOT FEET 40 LOT 2 FND 5/8" IR 40.00 10.00 50.00' --86.26'(M&R) END 1/2" PIPE FND 2° IP **LEGEND** FOUND SECTION CORNER MONUMENT E 11TH STREET (66' ROW WIDTH) Λ SET SECTION CORNER MONUMENT FND 5/8" IF FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M)MEASURED DIMENSION AUDITOR (R) RECORDED DIMENSION LOT 30 LOT 30 LR. IRON ROD I.P. **IRON PIPE** SECTION LINE RIGHT-OF-WAY LINE LOT 26 FND 1/2" IR EXISTING LOT LINE LOT 29 PROPERTY LINE TEMPORARY CONSTRUCTION EASEMENT FND PINCH PIPE 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: 6/16/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Ter	nporary Construction E	Easement Agre	ement ("Agreem	ent") is made this
day of	, 20	, by Wernimo	nt, LLC ("Granto	r"), and City of
Cedar Falls, a	nunicipality organized	under the laws	of the State of I	owa ("Grantee"). In
consideration of	f the sum of one dollar	ır (\$1.00), and o	ther valuable co	nsideration, the
receipt of which	is hereby acknowled	lged, Grantor he	ereby sells, grant	ts and conveys unto
Grantee a temp	orary easement unde	er, through, and	across the follow	ving described real
	owned by Grantor:	-		

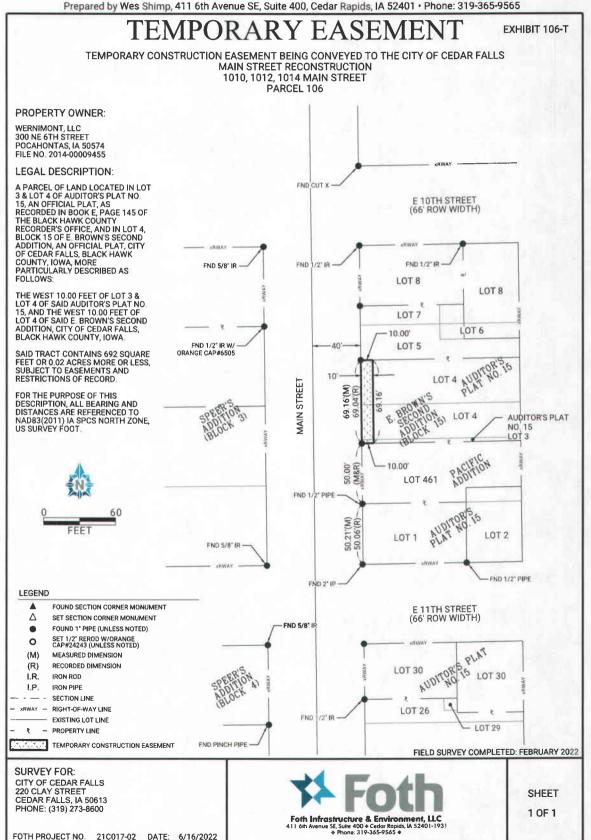
See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement</u>. 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:		
Wernimont, LLC x CEUDILIMIT 4-7-2	12 x	
By: Chris Werningh Date	By:	Date
Title: Owner	<u>Title:</u>	
State of <u>Iowa</u>) County of <u>Black Hank</u>)	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	
This record was acknowledged before me a 2022, by Chris werningst werningst	on the 7 day of April, as owner.	of
	Signature of notarial officer	
	Stamp	
	Title of Office]
	IMy commission expires: Tu	1 - 1 2,00



CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1010, 1012, 8 el Number: 106 ct Number: RC-000-3283	& 1014 Main St.		ty Tax Parcel No: 8914124 ct Name: Main Street Rec	
	OWNER PURCHASE AGREE d between Wernimont, LLC,				, 202_,
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 improvement purposes through an exercise			Premises. This acquisition is	s for public
2.	including any easements as roadway and accepts payme acknowledges full settlemen Agreement and discharges construction of the public im	are described herein. Se ent under this Agreement to t and payment from Buyer Buyer from any and all liab provement project identifie	ller conse for any an r for all cla bility arisined above	its, title and interests in the Prents to any change of grade of all damages arising therefreaims according to the terms on out of this Agreement and ("Project"). The Premises to Buyer, Buyer and the Premise	f the adjacen om. Seller f this the
	Payment Amount	Agreed Performance		Date	
	\$\$ \$ 915.00 \$ 915.00 BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement Permanent Easement Buildings	on right of possessio on conveyance of titl on surrender of poss on possession and conveyance TOTAL LUMP SUM sq. ft. = square feetsq. ftsq. ftsq. ftsq. ftsq. ftsq. ft.	\$ \$ \$ \$915.0	60 days after Buyer approv	al
	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.
- 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.

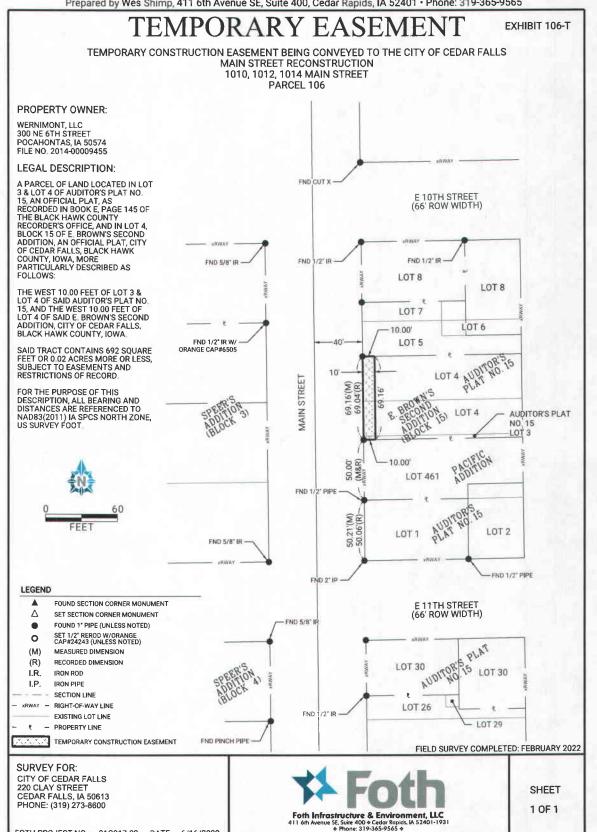
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Wernimont, LLC x / LUle 14-7-22	X	
By: Chris Werning Date	By:	Date
Title: Owner	Title:	
State of Jowa County of Black Hawk	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	
This record was acknowledged before record was acknowledged by the record was acknowledged by	me on the 7 day of April	, 202 <u>2</u> , by <i>f_LLC</i> .
British Keese 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 Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	day of erk, of the City of Ced	ar Falls, Iowa.	, by Robert M
My Commission Expires:	Notary Public in and	for the State of low	a

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565



FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Constr	ruction Easement Agreement ("Agreement") is made this
day of	, 20, by Peter J. Wilcox and Kim Wilcox, a married
couple ("Grantor"), and City of	f 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, t	the receipt of which is hereby acknowledged, Grantor
hereby sells, grants and conve	eys unto Grantee a temporary easement under, through,
and across the following descri	ribed real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:	Kindelan
Peter J. Wilcox	Kin Werage
State of Iowa)	
County of Black Hawk)	
This record was acknowledged before me or 2022, by Feter wilcox, kin wilcox	the 9 day of February, Grantors.
BRIANNA KEENEY Commission Number 825492 My Commission Expires	Beun Kur Signature of notarial officer
June 1, 2023	Stamp
	[Iowa notary] Title of Office

[My commission expires: June 2, 202]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Ceda foregoing Temporary Co		tee"), does hereby accept and approve the ent Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielsen, N City Clerk	имс	
State of)	
County of)	
	en, Mayor, and Jac	before me on, equeline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of Iowa
My Commission Expires	3:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 · Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 131-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
PARCEL 131

FND 1/2'

FND 1/2"

PROPERTY OWNER:

WILCOX, PETER J. 716 MAIN STREET CEDAR FALLS, IA 50613 BOOK 524, PAGE 149

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 8, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

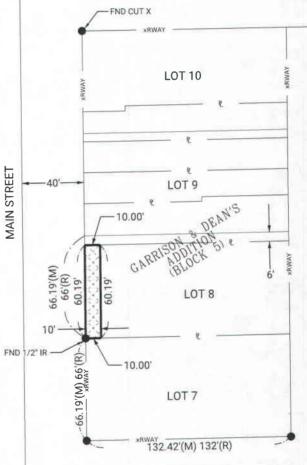
THE WEST 10.00 FEET OF LOT 8, BLOCK 5, EXCEPT THE NORTH 6.00 FEET THEREOF, GARRISON & DEAN'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. FND 1/2" PIPE

SAID TRACT CONTAINS 602 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



E 7TH STREET (66' ROW WIDTH)



E 8TH STREET (40' ROW WIDTH)

LEGEND FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 MEASURED DIMENSION (M) (R) RECORDED DIMENSION (D) DEEDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE ×RWAY -RIGHT-OF-WAY LINE EXISTING LOT LINE

LOT 9 AUDITOR' \$6

LOT 8

LOT 8

SECONDO TO TO THE PROMOTION SECONDO TO THE LOT 7

SURVEY FOR:

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600

PROPERTY LINE

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

TEMPORARY CONSTRUCTION EASEMENT



SHEET

1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

		DWNER PURCHASE AC	RECIVIENT	
arce	erty Address: 716 Main St. el Number: 131 ect Number: RC-000-3283		County Tax Parcel No: 89141240901 Project Name: Main Street Reconstr	
y an	OWNER PURCHASE AGREE! d between Peter J. Wilcox an Buyer.		nis day of couple, Seller, and the City of Cedar Fal	, 202_, Is,
1.	Buyer hereby agrees to buy a estate, hereinafter referred to		convey Seller's interests in the following r	real
		See Attached Tempora	ry Easement Plat	
	together with all improvemen purposes through an exercise		I on the Premises. This acquisition is for pomain.	oublic
2.	including any easements as a roadway and accepts payme acknowledges full settlement	are described herein. Selle nt under this Agreement for and payment from Buyer fo uyer from any and all liabili	es, rights, title and interests in the Premise r consents to any change of grade of the areany and all damages arising therefrom. So all claims according to the terms of this ty arising out of this Agreement and the above ("Project").	adjacent
3.	In consideration of Seller's conton to Seller the following:	onveyance of Seller's intere	est in the Premises to Buyer, Buyer agree	s to pay
	Payment Amount	Agreed Performance	Date	
	\$\$ \$\$ \$ 795.00	on right of possession on conveyance of title on surrender of posses on possession and conveyance	esion 60 days after Buyer approval	
	\$ 795.00	TOTAL LUMP SUM		
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title	sq. ft. = square feet sq. ft. sq. ft.	\$ \$	

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.

\$795.00

\$

\$ \$

sq. ft.

sq. ft.

sq. ft.

602

Temporary Easement

Permanent Easement

Buildings

Other

- 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 lowa.

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:

Xth What 2/9/22

Peter J. Wilcox

Date

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 9 day of February, 2022, by Peter J. Wilcox, kim Wilcox

Signature of notarial office

June 4, 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 Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	day of erk, of the City of Cedar Falls, Iowa.	, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

AR **EXHIBIT 131-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 131 PROPERTY OWNER: WILCOX, PETER J. 716 MAIN STREET CEDAR FALLS, IA 50613 BOOK 524, PAGE 149 LEGAL DESCRIPTION: E 7TH STREET (66' ROW WIDTH) A PARCEL OF LAND LOCATED IN LOT 8, BLOCK 5 OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED FND CUT X AS FOLLOWS: FND 1/2' PIPE THE WEST 10.00 FEET OF LOT 8, BLOCK 5, EXCEPT THE NORTH 6.00 FEET THEREOF, GARRISON & DEAN'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA LOT 10 SAID TRACT CONTAINS 602 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS MAIN STREET 40 LOT 9 OF RECORD DEAN'S FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. 10.00 GARRI 19'(M) 66'(R) LOT 8 90 60 .99 10 END 1/2" IR 3 10.00 66, 19'(M) LOT 7 FEET .99 132.42'(M) 132'(R) E 8TH STREET (40' ROW WIDTH) LEGEND FND 1/2" FOUND SECTION CORNER MONUMENT SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 FND 1/2* MEASURED DIMENSION (M) LOT 8 (R) RECORDED DIMENSION

SURVEY FOR:

(D) I.R.

I.P.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600

DEEDED DIMENSION

IRON ROD

IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE

PROPERTY LINE

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

TEMPORARY CONSTRUCTION EASEMENT



SECOND

LOT 7

SHEET 1 OF 1

FIELD SURVEY COMPLETED: FEBRUARY 2022

377

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by First National Bank of Cedar Falls n/k/a First
Bank ("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. <u>Purpose.</u> 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

First National Bank of Cedar Falls n/k/a First Bank

317.22 - Date	Date
Title: CED	By: Title:
State of Iowa) County of Black Hawk)	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023
This record was acknowledged before me o 2022, by <u>Susan Whiteen</u> ,	n the 17 day of March , as CEO of

Becen Rees Signature of notarial officer

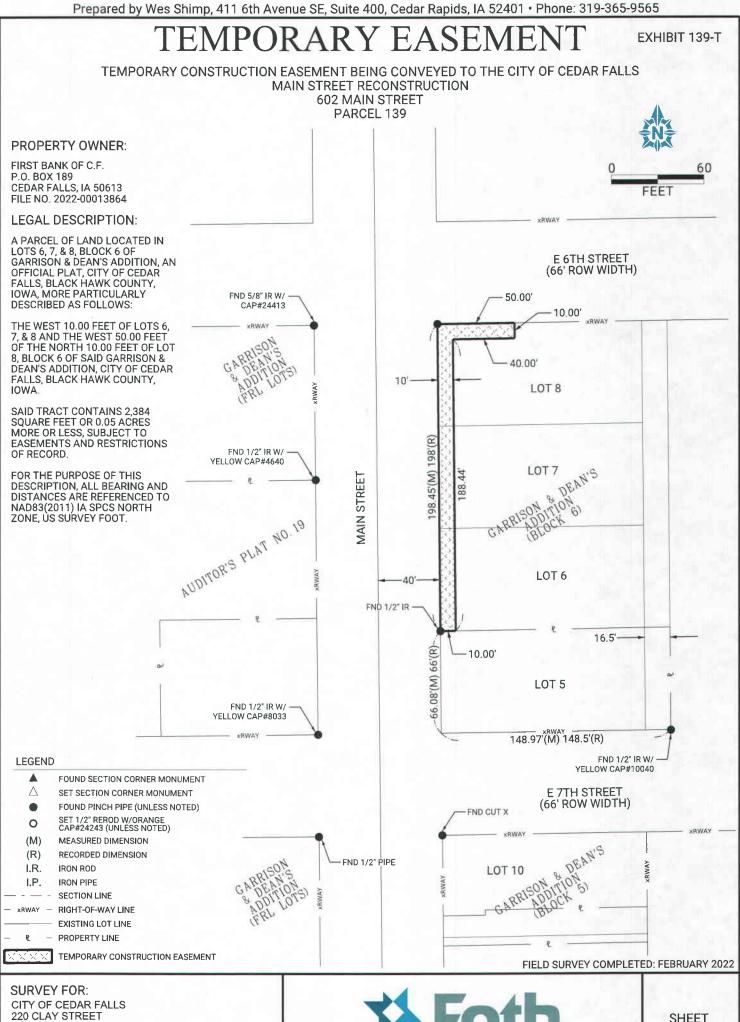
Stamp

[Iowa notary
Title of Office

[My commission expires: June 2023]

ACCEPTANCE OF 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	
	wledged before me on, and Jacqueline Danielsen, MMC, City Clerk, of the
	Notary Public in and for the State of Iowa
My Commission Expires:	



CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



1 OF 1

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 602 Main St.	County Tax Parcel No: 891412407001
Parcel Number: 139	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 First National Bank of Cedar Falls n/k/a First Bank	k, 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	
\$ 3,815.00	on possession and	60 days after Buyer approval
\$ <u>3,815.00</u>	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft. <u>\$</u>	
Underlying Fee Title	sq. ft. \$	
Temporary Easement 2,	384 sq. ft. \$3	815.00
Permanent Easement	sq. ft. \$	
Buildings	\$	
Severance Damages	\$	

4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary 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.

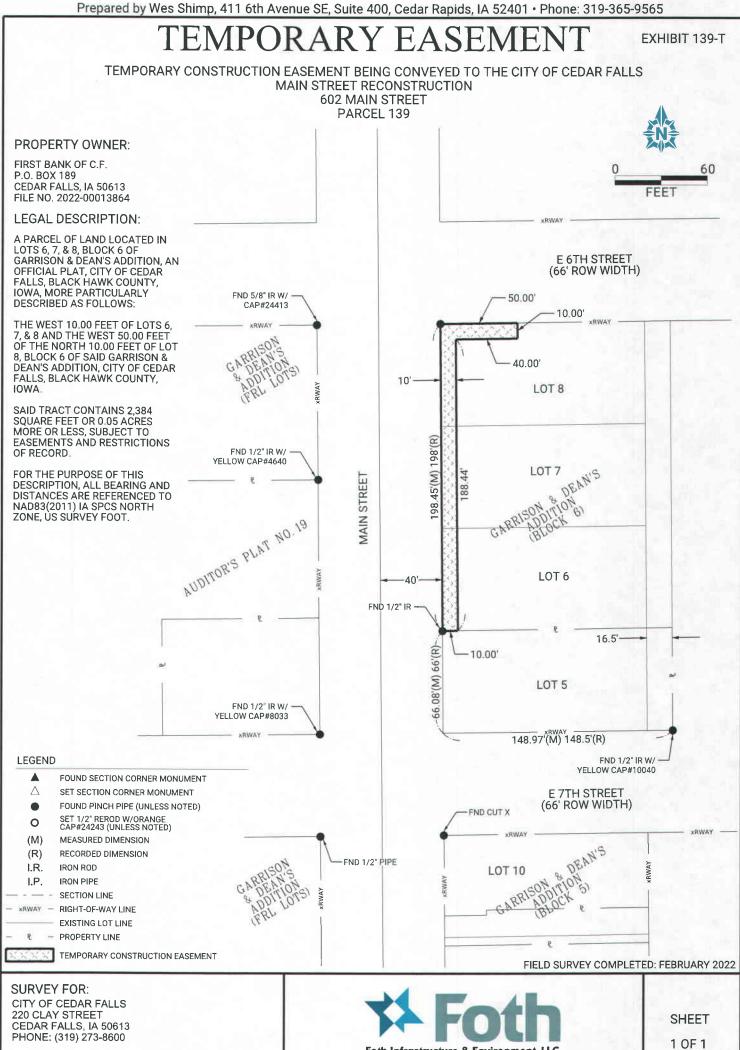
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless 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 National Bank of Cedar Falls n/k/a First Ba	ank
By: Sn Wubn	Date By:
Title: CEO	
State of	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023
This record was acknowledged	d before me on the 17day of March , 2022, by as CEO of First Bank.
Signature of notarial officer	June 1, 2023 Commission Expires Page 2 of 4

CITY OF CEDAR FALLS, IOWA (BUYER)		
By:		
Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the _ Green, Mayor, and Jacqueline Danielsen, MMC, City Cle		_, 20, by Robert M.
My Commission Expires:	Notary Public in and for the State	of lowa



FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary (Construction Easement Agreement ("Agreement")	is made this
day of	, 20, by <u>Farmers State Bank</u> ("Grantor	"), and City of
Cedar Falls, a municipal	ity organized under the laws of the State of Iowa	("Grantee"). In
	of one dollar (\$1.00), and other valuable consider	
	y acknowledged, Grantor hereby sells, grants and	
Grantee a temporary ea	sement under, through, and across the following	described real
estate which is owned b		

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:			
Farmers State Bank	3-9-22		
By: Westy Becky	Date	By:	Date
Title: C.O.O		Title:	
State of Towa)	BRIANNA KEENEY Commission Number 825492	
County of Black Hawk)	My Commission Expires June 1, 2023	
This record was acknowledge 2022, by Wesley Becker Farmers state Bank	<u>r</u> , а	the 9 day of March	, _ of
		Signature of notarial officer	
		Stamp	
		Title of Office	1
		[My commission expires: June	2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, foregoing Temporary Construction		does hereby accept and approve the reement.
Dated this day o	f	_, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielsen, MMC City Clerk		
State of)	
County of)	
This instrument was ac 20, by Robert M. Green, Ma City of Cedar Falls, Iowa.		e me on, e Danielsen, MMC, City Clerk, of the
	No	otary 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

EXHIBIT 150-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 515 MAIN STREET

PROPERTY OWNER:

FARMERS STATE BANK 131 TOWER PARK DRIVE, #100 WATERLOO, IA 50701 FILE NO. 2012-00014001

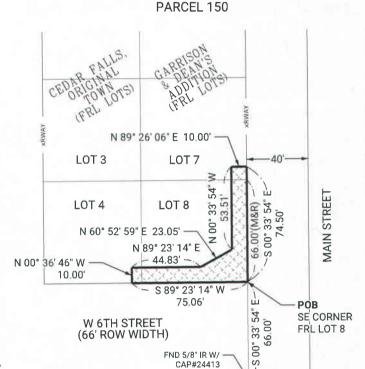
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, FRACTIONAL ROW OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOT 4, FRACTIONAL BLOCK OF ORIGINAL TOWN OF CEDAR FALLS, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID FRACTIONAL ROW; THENCE SOUTH 89° 23' 14" WEST, 75.06 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W 6TH STREET; THENCE NORTH 00° 36' 46" WEST, 10.00 FEET; THENCE NORTH 89° 23' 14" EAST, 44.83 FEET; THENCE NORTH 60° 52' 59" EAST, 23.05 FEET; THENCE NORTH 00° 33' 54" WEST, 53.51 FEET; THENCE NORTH 89° 26' 06" EAST, 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 33' STREET; THENCE SOUTH 00° 33' 54" EAST, 74.50 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,507 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, ÙS SURVEY FOOT



CAP#24413

LOT 9

60

LOT 8

DEAN'S LOT 7

LEGEND

- FOUND SECTION CORNER MONUMENT
- Λ SET SECTION CORNER MONUMENT
- FOUND PINCH PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0
- (M) MEASURED DIMENSION RECORDED DIMENSION
- (R) LR. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE xRWAY -
 - EXISTING LOT LINE PROPERTY LINE R
- 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





FIELD SURVEY COMPLETED: FEBRUARY 2022



Foth Infrastructure & Environment, LLC
111 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931

& Phone: 319-365-9565 &

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 515 Main St. Parcel Number: 150

Project Number: RC-000-3283

County Tax Parcel No: 891412334009
Project Name: Main Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of ______, 202_, by and between Farmers State Bank, 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	
\$ 2,415.00	on possession and conveyance	60 days after Buyer approval
\$ <u>2,415.00</u>	_ TOTAL LUMP SUM	
BREAKDOWN: ac. = acres Land by Fee Title	sq. ft. = square feet sq. ft. \$	
Underlying Fee Title	sq. rt. \$	
		15.00
Permanent Easement Buildings	sq. ft. \$	
Severance Damages	\$	

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary 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, lowa, 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:

Farmers, State Bank		
Why M 3-9-22 Date		Date
By: Wesley Becker	By:	
Title: C.O.O	Title:	
State of Iowa County of Black Hark	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	
This record was acknowledged before wesley Becker as C	e me on the 9 day of March	,202 <u>2,</u> by
Butter Rues Signature of notarial officer	June 1,2023 Commission Expires	

ay of, 20, by Robert M e City of Cedar Falls, Iowa.
Public in and for the State of Iowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 150-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 515 MAIN STREET PARCEL 150 PROPERTY OWNER: FARMERS STATE BANK 60 131 TOWER PARK DRIVE, #100 WATERLOO, IA 50701 FILE NO. 2012-00014001 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 7 & LOT 8, FRACTIONAL ROW OF GARRISON & DEAN'S ADDITION, AN OFFICIAL PLAT, AND IN LOT 4, FRACTIONAL BLOCK OF ORIGINAL TOWN OF CEDAR FALLS, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: N 89° 26' 06" E 10,00' -LOT 3 LOT 7 40 54 MAIN STREET 51 LOT 4 LOT 8 33' 66.00'(M&R) -S 00° 33' 54" 54 50 00 N 60° 52' 59" E 23.05' -N 89° 23' 14" E BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID FRACTIONAL ROW; THENCE SOUTH 89° 23' 14" WEST, 75.06 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W 6TH STREET; THENCE NORTH 00° 36' 46" WEST, 10.00 FEET; THENCE NORTH 89° 23' 14" EAST, 44.83 FEET; THENCE NORTH 60° 52' 59" EAST, 23.05 FEET; THENCE NORTH 00° 33' 54" WEST, 53.51 FEET; THENCE NORTH 89° 26' 06" EAST, 10.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 33' 54" EAST, 74.50 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. BEGINNING AT THE SOUTHEAST 44.83 N 00° 36' 46" W 10.00 S 89° 23′ 14″ W 75.06 , 54 SE CORNER W 6TH STREET 33, 5 FRL LOT 8 (66' ROW WIDTH) .00 S-FND 5/8" IR W/ CAP#24413 xRWAY S 00° 33' 54" E OINT OF BEGINNING. LOT 8 SAID TRACT CONTAINS 1,507 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS LOT 9 S 00° OF RECORD. 00 FND 1/2" IR W/ FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH DEAN'S YELLOW CAP#4640 LOT 7 ZONE, ÙS SURVEY FOOT AUDITOR'S PLAT LOT 6 **LEGEND** FND 1/2" IR A FOUND SECTION CORNER MONUMENT Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION LOT 5

FND 1/2" IR W/

YELLOW CAP#8033

W 7TH STREET

(66' ROW WIDTH)

SURVEY FOR:

I.R.

I.P.

P

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600

IRON ROD

IRON PIPE

SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE

- PROPERTY LINE

FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022

TEMPORARY CONSTRUCTION EASEMENT



*RWAY

FIELD SURVEY COMPLETED: FEBRUARY 2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Constru	ction Easement Agreement ("Agreement") is made this
day of	_, 20, by James A. Shymansky and Teresa G.
Shymansky, husband and wife,	and Michael Bond Shymansky and Molly Turk
Shymansky, 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 a	across the following described real estate which is
owned by Grantor:	

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantors:	
James A. Shymansky	Teresa G. Shymansky
State of LowG)	
County of Johnson)	
This record was acknowledged before me on a 2022 by Budgette Churchen	the International March
	Budgette Grunding Signature of notarial officer
	Stamp [Client Consultant] Title of Office 12/22/22
	[My commission expires:

Grantors:	
Centrel &	- Mai ?
Michael Bond Shymansky	Molly Turk Shymansky
State of Jowa)	
County of Black Hawk)	
This record was acknowledged before me 2024 by Michael Bond Shyman K	y, Molly Turk Shymanuky
	Buce Kees
BRIANNA KEENEY Commission Number 825492	Signature of notarial officer
My Commission Expires June 1, 2023	Stamp
	[Iowa notary] Title of Office
	[My commission expires: June 1,20%]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

, 20
GRANTEE:
CITY OF CEDAR FALLS, IOWA
Robert M. Green, Mayor
efore me on, ueline Danielsen, MMC, City Clerk, of the
Notary Public in and for the State of Iowa

401

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 170-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 815 MAIN STREET PARCEL 170 PROPERTY OWNER: SHYMANSKY, JAMES A. SHYMANSKY, TERESA G. SHYMANSKY, MICHAEL B. SHYMANSKY, MOLLY T. 60 205 COLUMBIA CIRCLE WATERLOO, IA 50701 FEET FILE NO. 2022-00013980 LEGAL DESCRIPTION: W 8TH STREET A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 AUDITOR'S 16 (66' ROW WIDTH) FND 1/2" LOT 9 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS LOT 8 END 1/2" IR FOLLOWS: LOT 8 THE EAST 15.00 FEET AND THE EAST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK AUDITOR'S PLAT NO.16 **FND PINCH PIPE** COUNTY, IOWA SAID TRACT CONTAINS 2,310 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS LOT 7 00'(M&R) BROWN'S TION FND PINCH PIPE LOT 6 15.00 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. MAIN STREET 8 LOT 6 20.67 130 LOT 5 (M) 89 30 LOT 5 35.00 10.00 FND CUT X 50.00 LEGEND 10 FOUND SECTION CORNER MONUMENT W 9TH STREET Δ SET SECTION CORNER MONUMENT (66' ROW WIDTH) FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION SPEER'S ADDITION I.R. IRON ROD 1.P. IRON PIPE SECTION LINE *RWAY - 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 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 111 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931 & Phone: 319-365-9565 &

FOTH PROJECT NO.

21C017-02

DATE: 6/15/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

County Tax Parcel No: 891412379005 Property Address: 815 Main St. Parcel Number: 170 **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 A. Shymansky and Teresa G. Shymansky, husband and wife and Michael Bond Shymansky and Molly Turk Shymansky, husband and wife, Seller, and the City of Cedar Falls, lowa, Buyer. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises": See Attached 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. 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"). 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 posse		
\$ 3,050.00	on possession and		60 days after Buyer approval
\$ 3,050.00	conveyance TOTAL LUMP SUM		
BREAKDOWN: ac. = acres	sq. ft. = square feet		
Land by Fee Title	sq. ft.	\$	
Underlying Fee Title	sq. ft.	\$	
Temporary Easement2	<u>,310</u> sq. ft.	\$ 3,05	0.00
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, lowa, 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:
- 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.
- 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 lowa.

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 A. Shymansky Tere	resalf Shymenstry 3/11/22
State of Johnson	
This report was acknowledged before me on	the May of March, 2022, by
Budget Grunbug Signature of notarial officer	Commission Expires



SELLER:
Michael Bond Shymansky

Molly Turk Shymansky

State of Iowa

County of Black Hank

Michael Bond Shymansky, Molly Turk Shymansky

Signature of notarial officer

Tune 1,2023
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)			
Ву:			
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 Green, Mayor, and Jacqueline Danielsen, MMC, City Cl		, 20	, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa	
iviy Commission Expires.			

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 170-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 815 MAIN STREET PARCEL 170 PROPERTY OWNER: SHYMANSKY, JAMES A. SHYMANSKY, TERESA G. SHYMANSKY, MICHAEL B. SHYMANSKY, MOLLY T. 60 205 COLUMBIA CIRCLE WATERLOO, IA 50701 FILE NO. 2022-00013980 FEET LEGAL DESCRIPTION: W 8TH STREET AUDITOR'S 16 (66' ROW WIDTH) A PARCEL OF LAND LOCATED IN LOT 5 OF AUDITOR'S PLAT NO. 16, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 146 FND 1/2* LOT 9 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS LOT 8 FND 1/2" IR LOT 8 THE EAST 15.00 FEET AND THE EAST 50.00 FEET OF THE SOUTH 10.00 FEET OF LOT 5 OF SAID AUDITOR'S PLAT NO. 16, CITY OF CEDAR FALLS, BLACK HAWK AUDITOR'S PLAT NO.16 FND PINCH PIPE COUNTY, IOWA. SAID TRACT CONTAINS 2,310 SQUARE FEET OR 0.05 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS LOT 7 00'(M&R) BROWN'S TON LOT 6 FND PINCH PIPE 15 00' OF RECORD FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH STREET 40 15 MAIN ZONE, ÙS SURVEY FOOT 73'(R) LOT 6 130 LOT 5 120 30.68'(M) LOT 5 35.00 FND CUT X 10.00 50.00 **LEGEND** 10 FOUND SECTION CORNER MONUMENT W 9TH STREET Δ SET SECTION CORNER MONUMENT (66' ROW WIDTH) FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION SPEER'S ADDITION l R IRON ROD I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE XXXX TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/15/2022 406

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by Kevin J. Christman and Jessica A.
Christman, 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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: X Kevin J. Christman		X Jessica A. Christman
State of Jowa County of Black Hawk)	AMY GARCIA Commission Number 839442 My Commission Expires May 17, 2025
This record was acknowledged be 20 <u>22,</u> by <u>Kevin J. Chri</u> Jh	efore me on th	Dessica A. Chris-Iman, Grantors. () Married Coupu. Signature of hotarial officer
		Stamp [Towa Notary] Title of Office
		[My commission expires: may 17, 2025]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

foregoing Temporary		nent Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielsen City Clerk	, MMC	
State of)	
County of)	
This instrumen 20, by Robert M. G City of Cedar Falls, Io	nt was acknowledge Freen, Mayor, and Ja Dwa.	d before me on acqueline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of Iow
My Commission Expi	res:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 185-T TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 185 PROPERTY OWNER: CHRISTMAN, KEVIN J. CHRISTMAN, JESSICA A. 1003 MAIN STREET FND 5/8" IR -CEDAR FALLS, IA 50613 FILE NO. 2020-00020101 xRWAY LEGAL DESCRIPTION: FND CUT X A PARCEL OF LAND LOCATED IN LOT W 10TH STREET A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 3 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED (66' ROW WIDTH) FND 5/8" IF FND 1/2" IR FND 5/8" IR -91.91'(M) 92.1'(D) AS FOLLOWS: 50.00 xRWAY THE EAST 10.00 FEET AND THE EAST 50.00 FEET OF THE NORTH 10.00 FEET OF LOT 1, BLOCK 3 OF SAID SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. FND 1/2" IR 10.00 FND 1/2" IR 40.00 50 02 LOT 1 26 99 SAID TRACT CONTAINS 1,060 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. 10 FND 1/2" IR W/ ORANGE CAP#6505 10.00 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 2 STREET 40 MAIN S LOT 3 AUDITOR'S PLAT NO. 15 CIFICN OTTION FND 1/2" PIPE 60 LOT 4 FEET FND 5/8" IR FND 5/8" IR FND 1/2" PIPE LEGEND W 11TH STREET (66' ROW WIDTH) FOUND SECTION CORNER MONUMENT Λ SET SECTION CORNER MONUMENT FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 MEASURED DIMENSION (M) (R) RECORDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE FND 1/2" IR EXISTING LOT LINE R PROPERTY LINE TEMPORARY CONSTRUCTION EASEMENT FND PINCH PIPE FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-193 & Phone: 319-365-9565 &

FOTH PROJECT NO.

21C017-02

DATE: 6/16/2022

CITY OF CEDAR FALLS

		OWNER PURCHASE A	GHEEN	/IEN1	
Pard	perty Address: 1003 Main S cel Number: 185 lect Number: RC-000-3283	t.		ity Tax Parcel No: 891 ect Name: Main Street	
by a	OWNER PURCHASE AGREE nd between Kevin J. Christma ar Falls, lowa, Buyer.				, 202_, and the City of
1.	Buyer hereby agrees to buy estate, hereinafter referred to		conve	y Seller's interests in the	following real
		See Attached Tempora	ary Ease	ement Plat	
	together with all improvemer purposes through an exercis				tion is for public
2.	The Premises conveyed inclinctuding any easements as roadway and accepts payme acknowledges full settlemen Agreement and discharges Econstruction of the public im	are described herein. Selle ent under this Agreement fo t and payment from Buyer f Buyer from any and all liabil	er conse r any ar or all cl ity arisi	ents to any change of gra nd all damages arising the aims according to the ter ng out of this Agreement	de of the adjacent erefrom. Seller ms of this
3	. In consideration of Seller's of to Seller the following:	conveyance of Seller's inter	est in th	ne Premises to Buyer, Bu	uyer agrees to pay
	Payment Amount	Agreed Performance		Date	
	\$ \$ \$ <u>1,400.00</u>	on conveyance of title on surrender of posse on possession and		60 days after Buyer ap	pproval
	\$ <u>1,400.00</u>	conveyance TOTAL LUMP SUM			
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement	sq. ft. = square feet sq. ft. sq. ft. 1,060 sq. ft.	\$ \$ \$ 1,40	00.00	

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.

\$

sq. ft.

Permanent Easement

Buildings Other

- 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, lowa, 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.

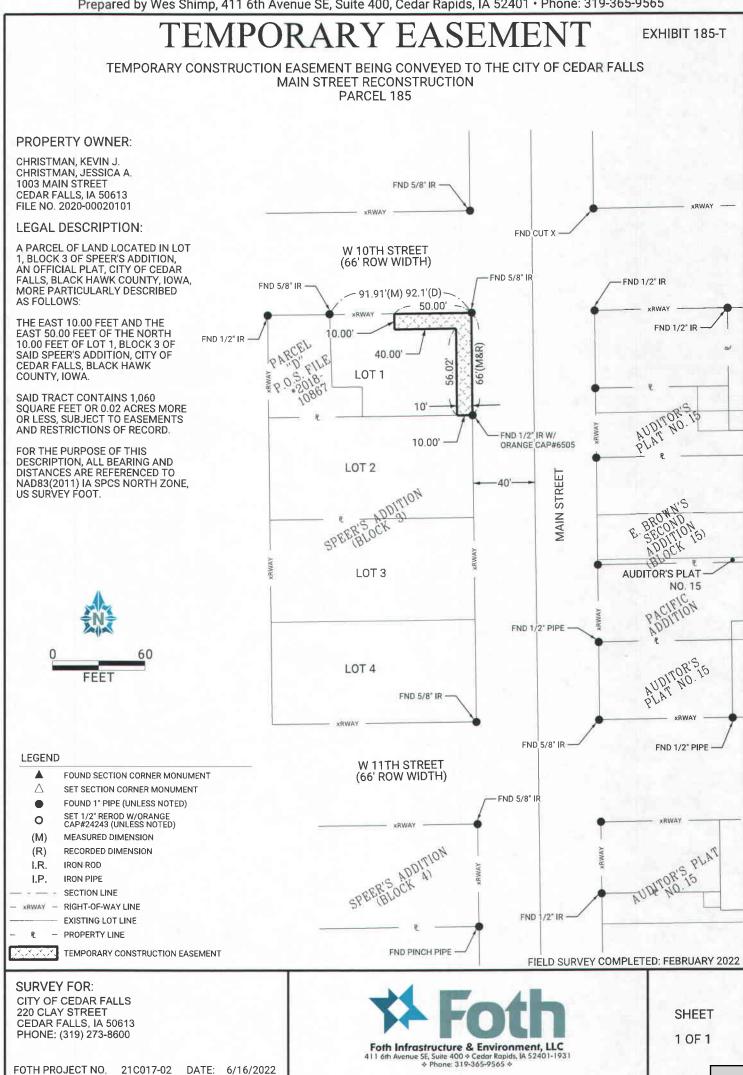
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

we the undersigned claimants certify the total lump sum p	payment shown herein is just and unpaid.
SELLER:	
x (the Che 6-8-22	x (6/9/22
Kevin J. Christman Date	Jessica A. Christman Date
State of Town	CONTROL OF THE PARTY OF THE PAR
County of Black Hawk	Commission Number 839442 My Commission Expires
	May 17, 2025
This record was acknowledged before m	
Nevin J. Chr.	stman and Jessica A. Christman. amamed coup
()~~~~.	May 17, 2025
Signature of hotarial officer	Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)	*		
By:Robert M. Green, Mayor			
ATTEST:			
By:			
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:			
This instrument was acknowledged before me on the _Green, Mayor, and Jacqueline Danielsen, MMC, City Cle		, 20, by R Falls, lowa.	obert M.
My Commission Expires:	Notary Public in and for	r the State of Iowa	

415

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this	3
day of, 20, by First Evangelical Free Church, f/k/a Calvar	ry
Baptist Church of Christ ("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. <u>Purpose</u>. 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. <u>Restoration of Easement Area.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:

First Evangelical Free Church, f/k/a Calvary I	Baptist Church of Christ
By: ERIC TIMESMENER 7/19/22 Date	X Lly d Peterson By: Lloy d Peterson
Title: PASTOR	Title: Tressurer
State of Towa) County of Black Hawk)	BRIANNA KEENEY Commission Number 825492 My Commission Expires
This record was acknowledged before me or 2022, by Eric Twictneyer, Lloyd Peterson First Evangelical Free Church	as Partis and Trequerer of
	Butter Rece Signature of notarial officer
	Stamp
	[Iowa notary] Title of Office
	[My commission expires: June 1,2028]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dotod this		20
Dated this da	ay 01	
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
	10	
Jacqueline Danielsen, MM City Clerk	C	
State of		
County of)	
This instrument was	s acknowledge	d before me on
20, by Robert M. Green City of Cedar Falls, Iowa.	, Mayor, and Ja	acqueline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of Iow

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 · Phone: 319-365-9565

EXHIBIT 187-T

FND 1/2" IR

FND 1" PIPE

FND 1" PIPE

AUDITOR'S PLAT

NO. 15

FND 1/2" PIPE

FND 1/2* IR

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 187

> W 10TH STREET (66' ROW WIDTH)

> > LOT 1

LOT 2

FND 1/2" IR

PROPERTY OWNER:

CALVARY BAPTIST CHURCH 1015 MAIN STREET CEDAR FALLS, IA 50613

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PARCEL OF LAND LOCATED IN LOT 3 & LOT 4, BLOCK 3 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

THE EAST 10:00 FEET OF LOT 3 & LOT 4 AND THE EAST 40.00 FEET OF THE SOUTH 10.00 FEET OF LOT 4, BLOCK 3 OF SAID SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 1,622 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
- Δ SET SECTION CORNER MONUMENT
- FOUND 5/8" REROD (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE RIGHT-OF-WAY LINE
- EXISTING LOT LINE

PHONE: (319) 273-8600

R PROPERTY LINE

SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

TEMPORARY CONSTRUCTION EASEMENT



SHEET 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

420

SPEER ADDITION LOT 3 LOT 4 30.00" 10.00' -40.00 W 11TH STREET (66' ROW WIDTH)

FND PINCH PIPE

3

10'(M) 66'(F

99

8 99 (M),01

.99

3 199 10

40'

10.00

FND CUT X

MAIN STREET

FND 1" PIPE

END 1/2" PIPE

FND 1/2" IR FIELD SURVEY COMPLETED: FEBRUARY 2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property A	ddress: 10	15	Main	St.
------------	------------	----	------	-----

County Tax Parcel No: 891412387005 & 891412387006

Parcel Number: 187

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 First Evangelical Free Church, f/k/a Calvary Baptist Church of Christ, 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").
- 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	
Φ	<pre> on conveyance of title on surrender of possessic</pre>	
\$ 2,600.00	on possession and	60 days after Buyer approval
\$ <u>2,600.00</u>	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	sq. ft. \$	P ASSAURAGE
Underlying Fee Title	sq. ft. <u>\$</u>	
Temporary Easement	622 sq. ft. <u>\$</u>	2,600.00
Permanent Easement	sq. ft. <u>\$</u>	
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.

- 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:

OLLLE, (,	
First Evangelical Free Church, f/k/a Calvary Baptist Ch	nurch of Christ
x En 6 tup 4/18/22	x Len 1 Betwee 4/16/22
By: ERIC TIMETIMETER Date	By: Llyd Peterson
Title: PASTOR	Title: Treasure
State of Jona County of Black Hawk	BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023
This record was acknowledged before Eric Twietneyer, Lloyd Peterson as Past	or me on the lot day of April , 2022, by for and Treasurer of First Evangelical Free Church
Button Velles Signature of notarial officer	June 1, 2023 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)			
By:			
Robert M. Green, Mayor			
ATTEST:			
Ву:			
Jacqueline Danielsen, MMC City Clerk			
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:			
This instrument was acknowledged before me on the _ Green, Mayor, and Jacqueline Danielsen, MMC, City Cle		20	, by Robert M
My Commission Expires:	Notary Public in and for the State of	lowa	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

EXHIBIT 187-T

FND 1/2" IR

FND 1" PIPE

END 1" PIPE

AUDITOR'S PLAT

NO. 15 CIFICN

FND 1/2" PIPE

FND 1/2" IR

FND CUT X

FND 1/2" IR W/ ORANGE CAP#6505

STREET

MAIN

FND 1/2" PIPE

FND 1/2" IR -

10'(M) 66'(R)-

99

3 99 S

0

66 (R)

(<u>W</u>)

10'

10.00

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 187

> W 10TH STREET (66' ROW WIDTH)

> > LOT 1

LOT 2

SPEER SOCK 3)

LOT 4

10.00' -

30.00

40.00

W 11TH STREET (66' ROW WIDTH)

FND 1/2" IR

PROPERTY OWNER:

CALVARY BAPTIST CHURCH 1015 MAIN STREET CEDAR FALLS, IA 50613

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 3 & LOT 4, BLOCK 3 OF SPEER'S ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 10.00 FEET OF LOT 3 & LOT 4 AND THE EAST 40.00 FEET OF THE SOUTH 10.00 FEET OF LOT 4, BLOCK 3 OF SAID SPEER'S ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SAID TRACT CONTAINS 1,622 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, ÙS SURVEY FOOT.



LEGEND

- FOUND SECTION CORNER MONUMENT
- Δ SET SECTION CORNER MONUMENT
- 0
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION

PHONE: (319) 273-8600

TEMPORARY CONSTRUCTION EASEMENT



SHEET 1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 6/16/2022

424

I.R. IRON ROD I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE P - PROPERTY LINE SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

60 FOUND 5/8" REROD (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)

Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-1931 & Phone: 319-365-9565 &

FND PINCH PIPE

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of, 20, by <u>CV Properties, LLC</u> ("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. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

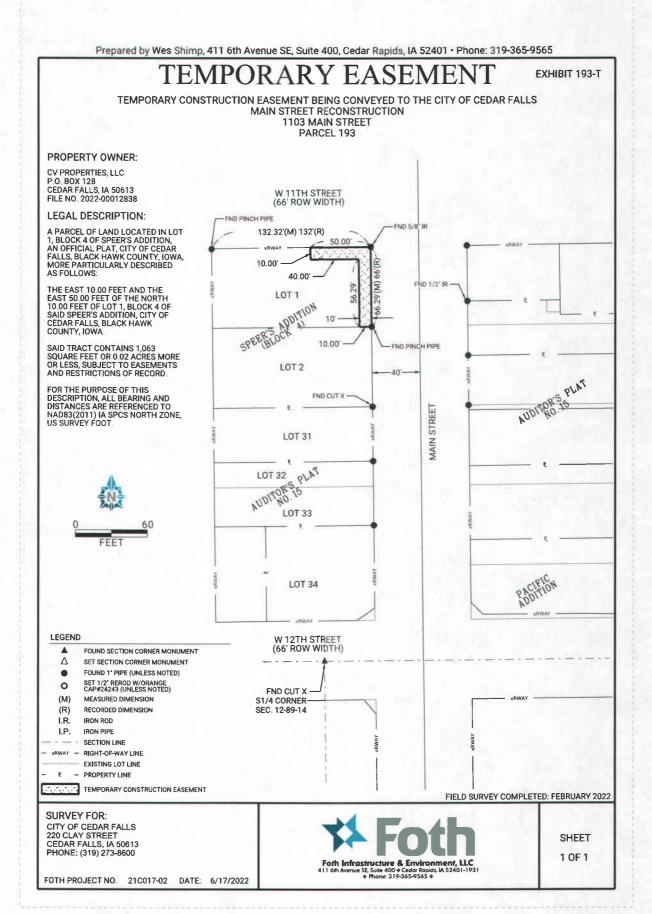
Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:		
CV Properties, LLC	X	
By: Ryan J Kriener	By:	Date
Title: Managing Member	Title:	-
State of $10wa$) County of $8lack$ $4awk$)		
This record was acknowledged before me or 2022, by Ryan J Kriener, cv properties LLC	n the 22 day of June as Managing Member	, of
BRIANNA KEENEY Commission Number 825492 My Commission Expires June 1, 2023	Signature of notarial officer Stamp	
	[Iowa notaz Title of Office	
	[My commission expires: Ja	c 1,2023

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielse City Clerk	n, MMC	
State of)	
County of)	
20, by Robert M.	Green, Mayor, and J	ed before me on Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls,	lowa.	
		Notary Public in and for the State of Iow



CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1103 Main St I Number: 193 ct Number: RC-000-3283		County Tax Parcel No: 8914123910 Project Name: Main Street Recons	
	OWNER PURCHASE AGREE I between CV Properties, LI			, 202,
1.	Buyer hereby agrees to buy estate, hereinafter referred		convey Seller's interests in the following	g real
		See Attached Tempora	ry Easement Plat	
		nts of whatever type situated se of the power of eminent de	on the Premises. This acquisition is for omain.	r public
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	s are described herein. Selle ent under this Agreement for nt and payment from Buyer fo	es, rights, title and interests in the Premi r consents to any change of grade of the any and all damages arising therefrom. or all claims according to the terms of thi by arising out of this Agreement and the above ("Project").	e adjacent Seller
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's intere	est in the Premises to Buyer, Buyer agre	es to pay
	Payment Amount	Agreed Performance	Date	
	\$ \$	on right of possession on conveyance of title on surrender of posses	sion	_
	\$ 1,405.00	on possession and	60 days after Buyer approval	
	\$ 1,405.00	conveyance TOTAL LUMP SUM		
	BREAKDOWN: ac. = acres	sq. ft. = square feet		

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.

\$ 1,405.00

\$

\$

sq. ft.

sq. ft.

sq. ft.

sq. ft.

1,063

Land by Fee Title

Buildings Other

Underlying Fee Title

Temporary Easement

Permanent Easement

- 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, lowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
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- 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.

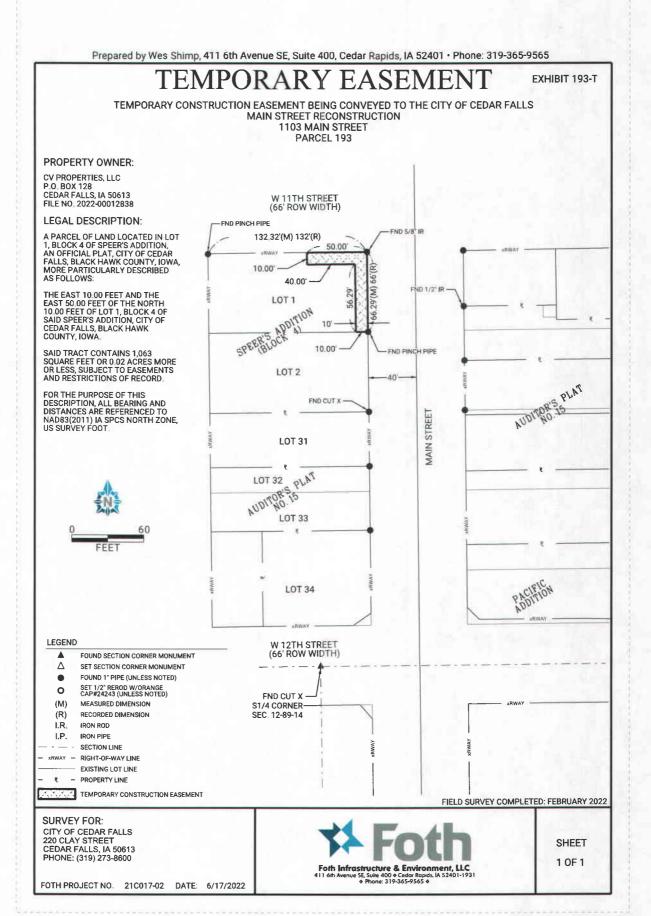
SELLER:

CV Properties, LLC

x Ryan / Luever 6-22-22	×
Data	Date
By: Ryan J Kriener Date	<u>By:</u>
Title: Managing Member	Title:
State of Iowa	
County of Black Hank	
This record was acknowledged before	me on the 22 day of 3 me on the 3 day of 3 day
Ryan T Kriener as Ma	naging member of CV Properties LLC.
Beier Keez	June 1,2023
Signature of notarial officer	Commission Expires
,	



CITY OF CEDAR FALLS, IOWA (BUYER)		
Ву:		
Robert M. Green, Mayor		
ATTEST:		
Ву:		
Jacqueline Danielsen, MMC City Clerk		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	erk, of the City of Cedar Falls, Iowa.	20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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

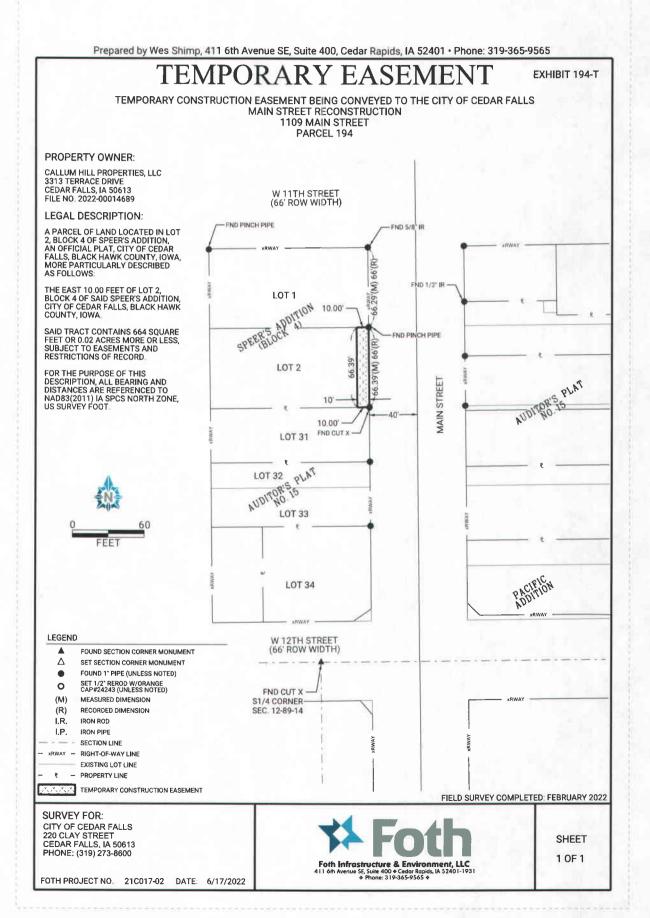
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- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:	
Callum Hill Properties, LLC X	X (al Ericson, member 3-29-22 By: Bothany Bonner, mander Title:
State of Icwa) County of Black Hawl) This record was acknowledged before me on 20 2aby Carl Encson and Bethany Benney, a Callum Hill Properties Cite	the <u>AGH</u> day of <u>MarCh</u> , as <u>Member S</u> of
BREANNA NANCI KOENIGSFELD COMMISSION NO. 806868 MY COMMISSION EXPIRES	Signature of notarial officer Stamp [Title of Office [My commission expires: 10-4-23]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this day of	20
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 acknowledge 20, by Robert M. Green, Mayor, and J City of Cedar Falls, Iowa.	ed before me on, acqueline Danielsen, MMC, City Clerk, of the
	Notary Public in and for the State of Iowa



CITY OF CEDAR FALLS **OWNER PURCHASE AGREEMENT**

Parce	erty Address: 1109 Main S Il Number: 194 ct Number: RC-000-3283	t.	County Tax Parcel No: 891412391004 Project Name: Main Street Reconstruction
by and	OWNER PURCHASE AGREE d between Callum Hill Prope Falls, Iowa, Buyer.		is day of, 202_, liability company, Seller, and the City of
1.	Buyer hereby agrees to buy estate, hereinafter referred		convey Seller's interests in the following real
		See Attached Temporar	y Easement Plat
		nts of whatever type situated se of the power of eminent do	on the Premises. This acquisition is for public main.
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	are described herein. Seller ent under this Agreement for nt and payment from Buyer fo	es, rights, title and interests in the Premises, consents to any change of grade of the adjacent any and all damages arising therefrom. Seller all claims according to the terms of this arising out of this Agreement and the above ("Project").
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's intere	st in the Premises to Buyer, Buyer agrees to pay
	Payment Amount	Agreed Performance	Date
	\$\$ \$\$ \$ <u>880.00</u>	on right of possession on conveyance of title on surrender of possess on possession and conveyance TOTAL LUMP SUM	sion 60 days after Buyer approval
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement	sq. ft. sq. ft.	\$ \$ \$ 880.00

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.

\$ \$

\$

sq. ft.

Permanent Easement

Buildings Other

- 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, lowa, 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:

Callum Hill Properties, LLC

Signature of notarial officer

litte:		litle:
	State ofTown	
	County of Black Howk	
	This record was acknowledged before Arl Fricson as Bethony J Benner	ore me on the <u>again</u> of <u>March</u> , 2022, by <u>Member</u> of <u>Callum Hill Properties</u> LCC member Callum Hill Properties CCC
	Burn Navi Vaglal	October 4,2023

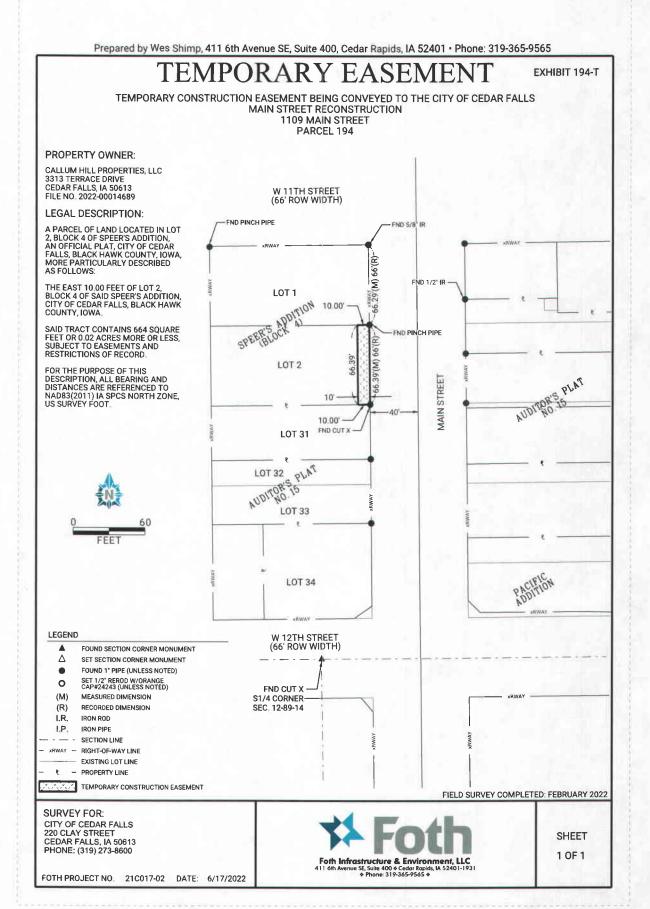
Commission Expires

Many Oben 3/29/22 x Carl Ericson, Member 3-29-22

Many Oben 3/29/22

By: Bellen J Berner, Member

CITY OF CEDAR FALLS, IOWA (BUYER)			
By: Robert M. Green, Mayor			
and the second s			
ATTEST:			
By:			
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:			
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	erk, of the City of Cedar Falls, Iowa.	, 20, by	Robert M.
My Commission Expires:	Notary Public in and for the State of	flowa	



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of , 20 , by <u>Jay J. Courtney</u> , 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. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:) Jay J. Courtney	5-9-22
State of 10WC)	
County of Polk)	
This record was acknowledged before re 2022, by Jay J. Courtney	me on the day of, Grantors.
	Signature of notarial officer
SEAN DEVINE Commission Number 834180 My Commission Expires September 3, 2024	Stamp
September 3, 2024	I Towa Notary Title of Office
	[My commission expires: September 3,24]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Robert M. Green, Mayor
ATTEST	
lacqueline Danielsen, MMC City Clerk	
State of)	
County of)	
This instrument was acknowledge 20, by Robert M. Green, Mayor, and J City of Cedar Falls, Iowa.	ed before me on lacqueline Danielsen, MMC, City Clerk, of the
on order i dilo, iona.	
	Notary Public in and for the State of low
My Commission Expires:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 222-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 222 PROPERTY OWNER: COURTNEY, JAY J. 60 1403 MAIN STREET CEDAR FALLS, IA 50613 FEET FILE NO. 2016-00019373 FND 1/2* IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, JOWA, MORE PARTICIAL AND A DESCRIPER AS FND 1/2" IR W YELLOW CAP#10040 W 14TH STREET FND 1" PIPE (66' ROW WIDTH) PARTICULARLY DESCRIBED AS 10.00' -FND 3/4" SMOOTH BAR FOLLOWS: THE EAST 10.00 FEET OF LOT 1, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. 10 90'29 .05'(M) LOT 1 SAID TRACT CONTAINS 671 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, 10.00 LOT 2 132'(R) 132.11'(M) MAIN STREET LOT 3 FND 2" PIPE FND 1° PIPE LOT 4 FND 1° PIPE FND 1" PIPE FND 1/2° IR LEGEND FOUND SECTION CORNER MONUMENT W 15TH STREET (66' ROW WIDTH) Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) FND 3/4" SMOOTH BAR 0 MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION TAYLOR'S ADDITION I.R. IRON ROD LP. **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 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 & Cedor Ropids, IA 52401-1931 Phone: 319-365-9565 & FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

		OWNER I OHOHASE AGI	ILLIVILIVI
Parce	erty Address: 1403 Main 9 I Number: 222 et Number: RC-000-3283		County Tax Parcel No: 891413137002 Project Name: Main Street Reconstruction
		EMENT is entered into on this a single person, Seller, and t	be City of Cedar Falls, Iowa, Buyer.
1.	Buyer hereby agrees to buy estate, hereinafter referred		onvey Seller's interests in the following real
		See Attached Temporary	Easement Plat
		ents of whatever type situated o se of the power of eminent don	n the Premises. This acquisition is for public nain.
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	s are described herein. Seller of ent under this Agreement for a nt and payment from Buyer for	, rights, title and interests in the Premises, consents to any change of grade of the adjacent my and all damages arising therefrom. Seller all claims according to the terms of this arising out of this Agreement and the bove ("Project").
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's interest	in the Premises to Buyer, Buyer agrees to pay
	Payment Amount	Agreed Performance	Date
	\$ \$ \$ <u>890.00</u> \$ 890.00	on right of possession on conveyance of title on surrender of possession on possession and conveyance TOTAL LUMP SUM	60 days after Buyer approval
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title		

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.

_sq. ft.

sq. ft.

\$890.00

\$

\$

Temporary Easement

Permanent Easement

Buildings Other

- 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:		
Jay J. Countiney Date	x 5-9-22	Date
State of 10W C		
This record was acknowledged befo	ore me on the <u>9</u> day of <u>May</u>	, 202 <u>Z</u> ¿ by
Security Signature of notarial officer	September, 3 Commission Expires	7024



By: Robert M. Green, Mayor ATTEST: By:	
Robert M. Green, Mayor ATTEST:	
Rv:	
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 Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.	VI.
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 **EXHIBIT 222-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 222 PROPERTY OWNER: COURTNEY, JAY J. 60 1403 MAIN STREET CEDAR FALLS, IA 50613 FEET FILE NO. 2016-00019373 FND 1/2" IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT FND 1/2" IR W YELLOW CAP#10040 1, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, JOWA, MORE W 14TH STREET (66' ROW WIDTH) FND 1" PIPE PARTICULARLY DESCRIBED AS FND 3/4 10.00 SMOOTH BAR FOLLOWS: THE EAST 10.00 FEET OF LOT 1, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY 10 OF CEDAR FALLS, BLACK HAWK 67.06 COUNTY, IOWA. 67.05'(M) LOT 1 SAID TRACT CONTAINS 671 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. 10.00 LOT 2 (A) 132 132.11'(M) MAIN STREET LOT 3 FND 2" PIPE FND 1" PIPE LOT 4 END 1" PIPE FND 1" PIPE FND 1/2" IR LEGEND FOUND SECTION CORNER MONUMENT W 15TH STREET Δ SET SECTION CORNER MONUMENT (66' ROW WIDTH) FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) FND 3/4" SMOOTH BAR 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION I.R. IRON ROD LP. IRON PIPE SECTION LINE - xRWAY - RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE さんさん TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary	Construction Ea	sement Agree	ment ("Agree	ement") is made thi	is
day of	, 20	, by Main Prop	erties, L.L.C	("Grantor"), and C	ity
of Cedar Falls, a muni	cipality organized	d under the lav	vs of the Stat	e of Iowa ("Grantee	e").
In consideration of the	sum of one dolla	ar (\$1.00), and	other valuat	ole consideration, th	ne
receipt of which is her					
Grantee a temporary	easement under,	through, and a	cross the fo	llowing described re	eal
estate which is owned					

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>No Obstructions</u>. 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:		
Main Properties, L.L.C. Mehrn Holling member 4-11-22 Date	X	-F-
By:	By:	Date
Title:	Title:	
State of)		
County of BIGCK Hawk)		
This record was acknowledged before me or 2022, by Melvin McCleary,		of
	An	
STACEY MAAS COMMISSION NO. 799032	Signature of notarial officer	
MY COMMISSION EXPIRES	Stamp	
	Title of Office	
	[My commission expires: 09 10]	122

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

foregoing Temporary Con		ntee"), does hereby accept and approve the ent Agreement.
Dated this d	ay of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielsen, MM City Clerk	IC .	
State of)	
County of)	
This instrument wa 20, by Robert M. Green City of Cedar Falls, lowa.	s acknowledged , Mayor, and Jac	before me on, cqueline Danielsen, MMC, City Clerk, of the
		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 **EXHIBIT 223-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1407, 1409, 1411 MAIN STREET PARCEL 223 PROPERTY OWNER: MAIN PROPERTIES, LLC 60 3011 WINTER RIDGE ROAD CEDAR FALLS, IA 50613 FEET FILE NO. 2003-00002353 FND 1/2" IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE FND 1/2" IR W YELLOW END 1" PIPE CAP#10040 W 14TH STREET (66' ROW WIDTH) PARTICULARLY DESCRIBED AS FND 3/4" SMOOTH BAR THE EAST 10.00 FEET OF LOT 2, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. LOT 1 SAID TRACT CONTAINS 661 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND 40 40 10,00 RESTRICTIONS OF RECORD. 10 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. ,90.99 LOT 2 S 90 MAIN STREET 66'(R) 10.00 66.06'(M) LOT 3 FND 2" PIPE FND 1° PIPE LOT 4 FND 1" PIPE FND 1" PIPE FND 1/2" IR **LEGEND** FOUND SECTION CORNER MONUMENT W 15TH STREET Δ SET SECTION CORNER MONUMENT (66' ROW WIDTH) FOUND PINCH PIPE (UNLESS NOTED) FND 3/4" SMOOTH BAR SET 1/2° REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION LR IRON ROD LP. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE Ł - PROPERTY LINE <u>さなさな</u> TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1407, 1409, & I Number: 223 ct Number: RC-000-3283	k 1411 Main St.		y Tax Parcel No: 891413137 t Name: Main Street Recons	
THIS (OWNER PURCHASE AGREE d between Main Properties,	EMENT is entered into L.L.C., Seller, and the	on this	_ day of r Falls, lowa, Buyer.	, 202_,
1.	Buyer hereby agrees to buy estate, hereinafter referred		ees to convey	Seller's interests in the following	g real
		See Attached Ter	mporary Easer	nent Plat	
	together with all improveme purposes through an exerci			Premises. This acquisition is fo	or public
2.	including any easements as roadway and accepts paym acknowledges full settlement	s are described herein. ent under this Agreement and payment from B Buyer from any and all	Seller conser ent for any and uyer for all clai liability arising	s, title and interests in the Prem its to any change of grade of the d all damages arising therefrom ims according to the terms of the g out of this Agreement and the "Project").	e adjacent . Seller nis
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's	interest in the	Premises to Buyer, Buyer agr	ees to pay
	Payment Amount	Agreed Performa	ınce	Date	
	\$ \$	on right of posse on conveyance o on surrender of p	f title		
	\$ 875.00	on possession ar		60 days after Buyer approval	= 1
	\$ 875.00	TOTAL LUMP SI	JM		
	BREAKDOWN: ac. = acres	sq. ft. = square fe	et		

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.

\$875.00

sq. ft.

sq. ft.

sq. ft.

_sq. ft.

661

Land by Fee Title

Buildings Other

Underlying Fee Title

Temporary Easement

Permanent Easement

- 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.

Main Properties, L.L.C.

X Mehin Meleny 41122

By:

Date

By:

Title:

State of 10WA

County of Black Hawk

This record was acknowledged before me on the 11 day of April 202, 202

This record was acknowledged before me on the <u>II</u> day of

_, 202<u>7</u>, by

nelvin modern as owner of main property

Signature of notarial officer

SELLER:

Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)		
By: Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the _ Green, Mayor, and Jacqueline Danielsen, MMC, City Cle	day oferk, of the City of Cedar Falls, Iowa.	20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 223-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1407, 1409, 1411 MAIN STREET PARCEL 223 PROPERTY OWNER: MAIN PROPERTIES, LLC 3011 WINTER RIDGE ROAD CEDAR FALLS, IA 50613 FEET FILE NO. 2003-00002353 FND 1/2" IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL FND 1/2" IR W YELLOW CAP#10040 FND 1' PIPE W 14TH STREET PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE (66' ROW WIDTH) FND 3/4* SMOOTH BAR PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 10.00 FEET OF LOT 2, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. LOT 1 SAID TRACT CONTAINS 661 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND 40 40 10.00 RESTRICTIONS OF RECORD. 10 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 2 66.06 (M) STREET 66'(R) 10.00 66.06'(M) LOT 3 FND 2" PIPE FND 1" PIPE LOT 4 FND 1' PIPE FND 1" PIPE FND 1/2" IR LEGEND FOUND SECTION CORNER MONUMENT W 15TH STREET SET SECTION CORNER MONUMENT (66' ROW WIDTH) FOUND PINCH PIPE (UNLESS NOTED) FND 3/4" SMOOTH BAR SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION IRON ROD LR LP. **IRON PIPE** SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE ٤ TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 structure & Environment, LLC : SE, Suite 400 + Cedar Rapids, IA 52401-1931 + Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Cons	struction Easement Ag	greement ("Agreement") is m	ade this
day of	, 20, by <u>Dougla</u>	as A. Richter and Renell S. R	Richter,
husband and wife ("Grantor), and City of Cedar F	Falls, a municipality organized	d under
the laws of the State of lowa	("Grantee"). In cons	ideration of the sum of one d	ollar
(\$1.00), and other valuable	consideration, the rec	eipt of which is hereby acknow	wledged,
Grantor hereby sells, grants	and conveys unto Gr	rantee a temporary easement	t under,
through, and across the follo	wing described real e	estate which is owned by Gra	ntor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Grantor's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: Shaffuht Douglas A. Richter	Renell & Rechter Renell S. Richter
State of <u>Lower</u>) County of <u>Block Hawh</u>)	
This record was acknowledged before me or 2072, by Pous Richard, & Renall Richard	n the <u>4n</u> day of <u>Morce</u> , Grantors.
Christopher David Worden Commission Number 832720 My Commission Expires June 28, 2024	Signature of notarial officer Stamp
	Title of Office [My commission expires: 06/28/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, lov foregoing Temporary Construction	wa ("Grantee"), does hereby accept and approve the n 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 ackno 20, by Robert M. Green, Mayor City of Cedar Falls, Iowa.	owledged before me on, r, and Jacqueline Danielsen, MMC, City Clerk, of the 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 'EMPORARY EASEMEN **EXHIBIT 224-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 224 PROPERTY OWNER: RICHTER, DOUGLAS A. RICHTER, RENELL S. 60 1415 MAIN STREET CEDAR FALLS, IA 50613 FEET BOOK 626, PAGE 846 FND 1/2" IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FND 1/2" IR W YELLOW CAP#10040 FND 1" PIPE W 14TH STREET (66' ROW WIDTH) FND 3/4" SMOOTH BAR FOLLOWS: THE EAST 10.00 FEET OF LOT 3, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. LOT 1 SAID TRACT CONTAINS 661 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. 40 40 FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, 06'(M) 66'(R) LOT 2 US SURVEY FOOT. TAYLOR'S ADDITION NO SECOND 10.00 MAIN STREET 10 90 3 LOT 3 90 FND 2' PIPE FND 1" PIPE 10.00 LOT 4 FND 1" PIPE FND 1" PIPE FND 1/2" IR LEGEND FOUND SECTION CORNER MONUMENT W 15TH STREET, (66' ROW WIDTH) Δ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) FND 3/4" SMOOTH BAR SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION TAVLOR'S ADDITION 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 SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 & Cedar Rapids, IA 52401-19 \$\times\$ Phone: 319-365-9565 \$\times\$ FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

465

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

		OWNER PURCHASE AGREE	MICIAI
Parce	erty Address: 1415 Main S I Number: 224 ct Number: RC-000-3283		nty Tax Parcel No: 891413137004 ect Name: Main Street Reconstruction
by and	OWNER PURCHASE AGRE d between Douglas A. Rich lowa, Buyer.	EMENT is entered into on this ter and Renell S. Richter, husband	day of, 202_, d and wife, Seller, and the City of Cedar
1.	Buyer hereby agrees to bu estate, hereinafter referred		ey Seller's interests in the following real
		See Attached Temporary Eas	ement Plat
		ents of whatever type situated on the ise of the power of eminent domain.	e Premises. This acquisition is for public
2.	including any easements a roadway and accepts payn acknowledges full settleme Agreement and discharges	s are described herein. Seller cons	ng out of this Agreement and the
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's interest in the	ne Premises to Buyer, Buyer agrees to pay
	Payment Amount	Agreed Performance	Date
	\$\$ \$\$ \$ <u>875.00</u>	on right of possession on conveyance of title on surrender of possession on possession and conveyance TOTAL LUMP SUM	60 days after Buyer approval
	BREAKDOWN: ac. = acres	sq. ft. = square feet sq. ft\$	

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.

\$ 875.00

\$

\$

sq. ft.

sq. ft.

_sq. ft.

661

Underlying Fee Title

Temporary Easement

Permanent Easement

Buildings

Other

- 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, lowa, 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 Tople Affects 4MA222

Douglas A. Richter Date

Renell S. Richter David Worden

Commission Number 832720

My Commission Expires

June 28, 2024

This record was acknowledged before me on the 4nday of Marca, 202 Z, by

Signature of notarial officer

Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)		
By:Robert M. Green, Mayor		
ATTEST:		
By:		
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:		
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City Cl	day of, erk, of the City of Cedar Falls, Iowa.	20, by Robert M.
My Commission Expires:	Notary Public in and for the State of	lowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 224-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 224 PROPERTY OWNER: RICHTER, DOUGLAS A. RICHTER, RENELL S. 1415 MAIN STREET 60 CEDAR FALLS, IA 50613 FEET BOOK 626, PAGE 846 FND 1/2" IR LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 3, BLOCK 12 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FND 1/2° IR W YELLOW CAP#10040 FND 1' PIPE W 14TH STREET (66' ROW WIDTH) FND 3/4* SMOOTH BAR FOLLOWS: THE EAST 10.00 FEET OF LOT 3, BLOCK 12 OF SAID J.R. & S. CAMERON'S SECOND ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. LOT 1 SAID TRACT CONTAINS 661 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. 40 40 FOR THE PURPOSE OF THIS -66.06'(M) 66'(R) DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 2 TAYLOR'S ADDITION ND SECOND 10.00' MAIN STREET 10 90 66.06'(M) LOT 3 99 FND 2' PIPE FND 1" PIPE 10.00 LOT 4 FND 1" PIPE FND 1' PIPE LEGEND FND 1/2" IR FOUND SECTION CORNER MONUMENT W 15TH STREET (66' ROW WIDTH) Δ SET SECTION CORNER MONUMENT • FOUND PINCH PIPE (UNLESS NOTED) FND 3/4" SMOOTH BAR SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION DEEDED DIMENSION (D) TAYLOR'S ADDITION I.R. IRON ROD LP. IRON PIPE SECTION LINE xRWAY - RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE ŧ TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:	Aux Hald
Lindsey A. Kotz N/K/A Lindsey A. Phillips	Marshall F. Phillips
State of Towa)	
County of Black Hawk)	
This record was acknowledged before me on the 2022, by <u>Lindsey and Marshall</u> Ph	day of May, Grantors. Grantors. Signature of notarial officer
	Stamp [Member Service Specialist
	Title of Office [My commission expires: 10/22/23

LUCAS MATTHEW SMITH

Notarial Seal - Iowa

Commission Number 827011

My Commission Expires (6) 2 23

3

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Ce foregoing Temporary	edar Falls, Iowa ("Gr Construction Ease	rantee"), does hereby accept and approve the ment Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielser City Clerk	n, MMC	
State of)	
County of)	
	Green, Mayor, and J	ed before me on, Jacqueline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of Iowa
My Commission Exp	ires:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 EASEN **EXHIBIT 245-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 245 PROPERTY OWNER: KOTZ, LINDSEY A 60 1615 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2017-00018810 FEET LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 3, 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: W 16TH STREET (66' ROW WIDTH) FND 1" PIPE BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 20, THENCE SOUTH 00° 00° 35° EAST, 66.28 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID LOT 3; THENCE SOUTH 89° 15° 04° WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 00° 35° WEST, 66.28 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 15° 04° EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. E. HALF LOT 1 W. HALF LOT 1 FND 1/2" IR W/ ORANGE CAP#6505 MAIN STREET LINE TO THE POINT OF BEGINNING FND 1/2" PIPE 0° 41' 38" W SAID TRACT CONTAINS 663 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND LOT 2 RESTRICTIONS OF RECORD FND NAIL IN 1° PIPE NE CORNER 000 N 89° 15' 04" E FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO 10.00 LOT 3, BLOCK 20 MOITE NAD83(2011) IA SPCS NORTH ZONE, US > SURVEY FOOT. SEE DETAIL 'A' 35 * 00'3 N 00° LOT 3 40' 40 FND 1" SMOOTH BAR VARIES-DETAIL "A" S 89° 15' 04" W, 10.00' LOT 4 40 FND 1/2" PIPE CENTERLINE MAIN STREET **ORDINANCE NO. 86** BK 81/PG 509 LEGEND FOUND SECTION CORNER MONUMENT W 17TH STREET (66' ROW WIDTH) Λ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE *RWAY - RIGHT-OF-WAY LINE EXISTING LOT LINE ŧ PROPERTY LINE FND 5/8" IR できたい TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET CEDAR FALLS, IA 50613 PHONE: (319) 273-8600 1 OF 1 e SE, Suite 400 + Cedar Rapid + Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS **OWNER PURCHASE AGREEMENT**

		OWNER TO MONAGE A	GITELINI	*I**	
Parce	erty Address: 1615 Main St. I Number: 245 ct Number: RC-000-3283			Tax Parcel No:	891413179006 eet Reconstruction
by and	OWNER PURCHASE AGREEN I between Lindsey A. Kotz N. and the City of Cedar Falls,	K/A Lindsey A. Phillips,	this married, a	day of and Marshall F. Ph	, 202_, illips, her husband,
1.	Buyer hereby agrees to buy a estate, hereinafter referred to	and Seller hereby agrees to as the "Premises":	convey s	Seller's interests in t	the following real
		See Attached Tempora	ary Easen	nent Plat	
	together with all improvemen purposes through an exercise			remises. This acqu	uisition is for public
2.	The Premises conveyed including any easements as a roadway and accepts payme acknowledges full settlement Agreement and discharges B construction of the public imp	are described herein. Selle nt under this Agreement fo and payment from Buyer f ayer from any and all liabil	er consent r any and for all clair ity arising	s to any change of all damages arising ns according to the out of this Agreeme	grade of the adjacent therefrom. Seller terms of this
3.	In consideration of Seller's co to Seller the following:	onveyance of Seller's inter	est in the	Premises to Buyer,	Buyer agrees to pay
	Payment Amount	Agreed Performance		Date	
	\$ \$ \$	on conveyance of title on surrender of posses	ssion		
	\$ <u>880.00</u> \$ <u>880.00</u>	on possession and conveyance TOTAL LUMP SUM		60 days after Buyer	approval
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title Temporary Easement	sq. ft. = square feet sq. ft. sq. ft. 663sq. ft.	\$ \$ \$ 880.00		

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.

\$ \$

\$

sq. ft.

Permanent Easement

Buildings Other

- 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:
- 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.

CELLED.

Lindsey A. Kotz WK/A Lindsey A. Phillips Date	X Marshall F. Phillips Date
State of Jowa County of Black Hawk	
This record was acknowledged before m	ne on the 21 day of May, 2022, by
Signature of notarial officer	10/22/23 Commission Expires

LUCAS MATTHEW SMITH

Notarial Seal - lowa

Commission Number 827011

My Commission Expires

Page 2 of 4

day of erk, of the City of Cedar Falls, Iowa.	_, 20,	by Robert M.
Notary Public in and for the State of	flowa	
	erk, of the City of Cedar Falls, Iowa.	day of, 20, erk, of the City of Cedar Falls, Iowa. Notary Public in and for the State of Iowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 EMPORARY EASEME **EXHIBIT 245-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 245 PROPERTY OWNER: KOTZ, LINDSEY A 60 1615 MAIN STREET CEDAR FALLS, IA 50613 FILE NO. 2017-00018810 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 3, 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: W 16TH STREET (66' ROW WIDTH) FND 1" PIPE BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 20, THENCE SOUTH 00° 00' 35" EAST, 66.28 FEET ALONG THE WESTERLY RIGHT-OF-WAY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET TO THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89° 15' 04' WEST, 10.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00° 00' 35' WEST, 66.28 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89° 15' 04' EAST, 10.00 FEET ALONG SAID NORTH LINE TO THE POINT OF REGINAING E. HALF LOT 1 W. HALF LOT 1 FND 1/2" IR W/ ORANGE CAP#6505 MAIN STREET LINE TO THE POINT OF BEGINNING. FND 1/2" PIPE 1,38" V SAID TRACT CONTAINS 663 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND 41.3 LOT 2 RESTRICTIONS OF RECORD FND NAIL IN 1' PIPE 000 N 89° 15' 04" E NE CORNER FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US 10.00 LOT 3, BLOCK 20 MONTHON WOOD ≥ SURVEY FOOT. SEE DETAIL "A" 35° 00 -00 N LOT 3 40 40 FND 1'SMOOTH BAR VARIES-DETAIL "A" S 89° 15' 04" W 10.00' LOT 4 40 FND 1/2" PIPE CENTERLINE MAIN STREET ORDINANCE NO. 86 BK 81/PG 509 LEGEND W 17TH STREET (66' ROW WIDTH) FOUND SECTION CORNER MONUMENT Λ SET SECTION CORNER MONUMENT FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (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 FND 5/8" IR 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

478

SHEET

1 OF 1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Con	struction Ea	sement Agre	eement ("Ag	greement") i	s made this
day of	, 20,	by MB Ren	tals II, LLC	("Grantor"),	and City of
Cedar Falls, a municipality	organized ur	nder the law	s of the Sta	te of lowa ("	Grantee"). In
consideration of the sum of	one dollar (S	\$1.00), and	other valua	ble consider	ation, the
receipt of which is hereby a	cknowledge	d, Grantor h	ereby sells	grants and	conveys unto
Grantee a temporary easer	nent under, t	through, and	across the	following de	escribed real
estate which is owned by G	rantor:				

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Expiration of Temporary Easement.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:	
IB Rentals II, LLC	
324/22	X
By: Brent Danistrom Date	By:
itle: Managu	Title:
tate of ToWa	
county of Black Hawk)	
his record was acknowledged before me o 027, by <u>BIENT DANISTOWN</u> , MB BENTAIS II LLC	n the 24th day of March, as
	aniknerule.
	Signature of notarial officer
	Stamp Stamp JILL KRAAYENBRINK Commission Number 797477 My Commission Expires July 29, 2022
	[Title of Office
	[My commission expires: 7/29/202

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this day	of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
TTEST		
acqueline Danielsen, MMC City Clerk		
State of)	
County of)	
This instrument was ac 20, by Robert M. Green, M City of Cedar Falls, Iowa.	cknowledged layor, and Jac	before me on queline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of lov
		Trotally Calculation and the same and the sa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 246-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 1621 MAIN STREET PARCEL 246 PROPERTY OWNER: MB RENTALS II, LLC 60 1723 PINEHURST LANE WATERLOO, IA 50701 FILE NO. 2012-00003891 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 4, BLOCK 20 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY REPOBLED AS EALL OWS: W 16TH STREET (66' ROW WIDTH) DESCRIBED AS FOLLOWS: END 1" PIPE COMMENCING AT THE SOUTHWEST
CORNER OF SAID LOT 4, BLOCK 20,
THENCE NORTH 89° 15′ 04″ EAST, 113.73
FEET ALONG THE NORTH RIGHT-OF-WAY
LINE OF W 17TH STREET TO THE POINT
OF BEGINNING; THENCE NORTH 05° 47′
23″ EAST, 66.38 FEET TO THE NORTH
LINE OF SAID LOT 4; THENCE NORTH 89°
15′ 04″ EAST, 10.07 FEET ALONG SAID
NORTH LINE TO THE WESTERLY RIGHTOF-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 05° 47′ 23″ WEST, 66.38 FEET
ALONG SAID WESTERLY RIGHT-OF-WAY
LINE TO SAID NORTH RIGHT-OF-WAY
LINE; THENCE SOUTH 89° 15′ 04″ WEST,
10.00 FEET ALONG SAID NORTH RIGHTOF-WAY LINE TO THE POINT OF
BEGINNING. W. HALF HALF LOT 1 LOT 1 MAIN STREET FND 1/2" PIPE -N 00" 41' 38" W 66.00'(M&R) LOT 2 BEGINNING SAID TRACT CONTAINS 664 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND S 00" 00' 35" E 66.28 LOT 3 RESTRICTIONS OF RECORD 40 40 FOR THE PURPOSE OF THIS N 89° 15' 04" E 10.07' DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US -VARIES-SURVEY FOOT 40 1 OT 4 N 05" 99 ENTERLINE MAIN STREET POC ORDINANCE NO. 86 SW CORNER BK 81/PG 509 LOT 4. BLOCK 20 N 89° 15' 04" E 113.73 123.79 ND 1/2" PIPE LEGEND POB S 89" 15" 04" W FOUND SECTION CORNER MONUMENT 10.00 Δ SET SECTION CORNER MONUMENT W 17TH STREET (66' ROW WIDTH) • FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION DEEDED DIMENSION (D) IR IRON ROD LP. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE EXISTING LOT LINE ČČČČ TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931 + Phone: 319-365-9565 +

FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

483

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1621 Main Il Number: 246 ct Number: RC-000-3283	St.	County Tax Parcel No: 891413179007 Project Name: Main Street Reconstruction
		EMENT is entered into on th _C, Seller, and the City of Ce	
1.	Buyer hereby agrees to buyestate, hereinafter referred		convey Seller's interests in the following real
		See Attached Temporar	ry Easement Plat
		ents of whatever type situated ise of the power of eminent do	on the Premises. This acquisition is for public omain.
2.	including any easements a roadway and accepts paym acknowledges full settleme Agreement and discharges	s are described herein. Seller nent under this Agreement for nt and payment from Buyer fo	es, rights, title and interests in the Premises, reconsents to any change of grade of the adjacer any and all damages arising therefrom. Seller or all claims according to the terms of this y arising out of this Agreement and the above ("Project").
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's intere	st in the Premises to Buyer, Buyer agrees to pa
	Payment Amount	Agreed Performance	Date
	\$ \$ 	on right of possession on conveyance of title on surrender of possess	sion
	\$ <u>880.00</u> \$ <u>880.00</u>	on possession and conveyance TOTAL LUMP SUM	60 days after Buyer approval
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title	s sq. ft. = square feet sq. ft. sq. ft.	\$ \$

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. The Temporary Construction Easement shall terminate after 24-months of project-related work on the property or upon completion of the Project. If the City and their contractors require more than 24-months of access to the property, Seller can seek additional compensation based on a pro-rated amount per month of project-related use using the same valuation formula calculated in clause 3 above.

\$880.00

\$

\$

sq. ft.

sq. ft.

sq. ft.

664

Temporary Easement

Permanent Easement

Buildings

Other

- 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.

This record was acknowledged before me on the 21 day of March , 2022, by Brent Dankton as manager of MB Rentals 11 LC.

Signature of notarial officer

July 29, 2022 Commission Expires



day of erk, of the City of Cedar Falls, lowa.	, 20	, by Robert M.
Notary Public in and for the State of	lowa	
	erk, of the City of Cedar Falls, Iowa.	day of, 20, erk, of the City of Cedar Falls, Iowa. Notary Public in and for the State of Iowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 246-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION **1621 MAIN STREET** PARCEL 246 PROPERTY OWNER: MB RENTALS II, LLC 60 1723 PINEHURST LANE WATERLOO, IA 50701 FILE NO. 2012-00003891 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 4, A PARCEL OF LAND LOCATED IN LOT 4, 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: W 16TH STREET (66' ROW WIDTH) FND 1° PIPE COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4, BLOCK 20, THENCE NORTH 89° 15′ 04′ EAST, 113.73 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF W 17TH STREET TO THE POINT OF BEGINNING; THENCE NORTH 05° 47′ 23″ EAST, 66.38 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 89° 15′ 04″ EAST, 10.07 FEET ALONG SAID NORTH LINE TO FME 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 05° 47′ 23″ WEST, 66.38 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE TO SAID NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 89° 15′ 04″ WEST, 10.00 FEET ALONG SAID NORTH RIGHT-OF-WAY, LINE TO THE POINT OF BEGINNING. W. HALF LOT 1 LOT 1 **DRANGE CAP#6505** MAIN STREET FND 1/2" PIPE 0° 41° 38" V LOT 2 00 N BEGINNING. SAID TRACT CONTAINS 664 SQUARE S 00" 00' 35" E FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND 66.28 LOT 3 RESTRICTIONS OF RECORD. FOR THE PURPOSE OF THIS N 89° 15' 04" E 10.07' --VARIES-DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US 23, LOT 4 66 95 ENTERLINE MAIN STREET POC ORDINANCE NO. 86 SW CORNER BK 81/PG 509 LOT 4, BLOCK 20 15' 04' E 113.73 123.79 LEGEND POB S 89" 15" 04" W FOUND SECTION CORNER MONUMENT 10.00 Δ SET SECTION CORNER MONUMENT W 17TH STREET (66' ROW WIDTH) • FOUND PINCH PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION RECORDED DIMENSION (R) (D) DEEDED DIMENSION LR. IRON ROD I.P. IRON PIPE SECTION LINE 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 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC 411 6th Avenue SE, Suite 400 o Cadar Rapids, IA 52401-1931 o Phone: 319-365-9565 o FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary C	onstruction Easement Agreement ("Agreement") is made this	
day of	, 20 , by Mary C. Fisher, a single person ("Grantor"),	
and City of Cedar Falls, a	municipality organized under the laws of the State of Iowa	
("Grantee"). In considera	tion 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	е
following described real e	state which is owned by Grantor:	

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: Mary C. Fisher Mary C. Fisher	
Mary C. Fisher	
State of)	
County of Black Hawk)	
This record was acknowledged before me of 2012, by Mary C. Fisher	on the day of, Grantor. Signature of notarial officer
AMBER J BRANDT COMMISSION NO. 819200 MY COMMISSION EXPIRES AMBER J BRANDT COMMISSION EXPIRES	Stamp [Personal Banker] Title of Office
	[My commission expires: July 31, 2022

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Gran foregoing Temporary Construction Easeme	tee"), does hereby accept and approve the nt 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 by 20, by Robert M. Green, Mayor, and Jacobity of Cedar Falls, Iowa.	pefore me on, queline Danielsen, MMC, City Clerk, of the
	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 **EXHIBIT 253-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 253 PROPERTY OWNER: FISHER, MARY C. 60 1711 MAIN STREET CEDAR FALLS, IA 50613 FEET BOOK 636, PAGE 296 **LEGAL DESCRIPTION:** A PARCEL OF LAND LOCATED IN LOT FND 1/2" 2, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE W 17TH STREET (66' ROW WIDTH) PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 21, THENCE NORTH 89* 15* 04* EAST, 88.32 FEET ALONG THE SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING; THENCE NORTH 06* 29* 33* EAST, 44.35 FEET; THENCE 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, 44.35 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO SAID SOUTH LINE; THENCE SOUTH 89* 15* 04* WEST, 10.08 FEET ALONG SAID SAID SUITH LINE; THENCE SOUTH SAID SOUTH LINE; THENCE SOUTH SAID SOUTH LINE TO THE POINT OF BEGINNING. 0.61' E OF CORNER LOT 1 N 89" 15' 04" E 10.08' N 06° 29' 33" E 44.35' 29' 33" W 44.35 LOT 2 POC SW CORNER 10 BEGINNING N 89" 15' 04" E 88.32"-LOT 2, BLOCK 21 SAID TRACT CONTAINS 444 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND POB STREET S 89° 15' 04" W 10,08' RESTRICTIONS OF RECORD. LOT 3 CENTERLINE MAIN STREET FOR THE PURPOSE OF THIS ORDINANCE NO. 86 MAIN DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, S BK 81/PG 509 COND. US SURVEY FOOT. LOT 4 **LEGEND** W 18TH STREET FOUND SECTION CORNER MONUMENT (66' ROW WIDTH) SET SECTION CORNER MONUMENT FOUND 5/8" REROD (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION LR. IRON ROD I.P. IRON PIPE - SECTION LINE *RWAY - 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 SHEET PHONE: (319) 273-8600 1 OF 1 FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce	erty Address: 1711 Main S el Number: 253 ct Number: RC-000-3283	t.	County Tax Parcel No: 8 Project Name: Main Stre	
	OWNER PURCHASE AGREI d between Mary C. Fisher, a		his day of the City of Cedar Falls, low	, 202_, a, Buyer.
1.	Buyer hereby agrees to buy estate, hereinafter referred		convey Seller's interests in the	ne following real
		See Attached Tempora	ry Easement Plat	
		ents of whatever type situated se of the power of eminent d	on the Premises. This acquiomain.	isition is for public
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	s are described herein. Selle ent under this Agreement for nt and payment from Buyer fo	es, rights, title and interests in ir consents to any change of go any and all damages arising or all claims according to the to ty arising out of this Agreeme above ("Project").	grade of the adjacent therefrom. Seller terms of this
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's intere	est in the Premises to Buyer,	Buyer agrees to pay
	Payment Amount	Agreed Performance	Date	
	\$ \$	on right of possession on conveyance of title on surrender of posses		
	\$ <u>590.00</u> \$ <u>590.00</u>	on possession and conveyance TOTAL LUMP SUM	60 days after Buyer	approval
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title		<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.

sq. ft.

sq. ft.

\$ 590.00

\$

\$

Temporary Easement

Permanent Easement

Buildings Other 444

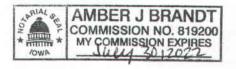
- Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless 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.
- 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:
- 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 Mary C. Fisher Date

C. Fisher



day of of the City of Cedar Falls, Iowa.	20, by Robert M.
tary Public in and for the State of	lowa
	day of of the City of Cedar Falls, Iowa. tary Public in and for the State of

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 253-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION PARCEL 253 PROPERTY OWNER: FISHER MARY C 60 1711 MAIN STREET CEDAR FALLS, IA 50613 FEET BOOK 636, PAGE 296 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 2, BLOCK 21 OF J.R. & S. CAMERON'S SECOND ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE FND 1/2" PIPE W 17TH STREET (66' ROW WIDTH) PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK 21, THENCE NORTH 89" 15" 04" EAST, 88.32 FEET ALONG THE SOUTH LINE OF LOT 2 TO THE POINT OF BEGINNING; THENCE NORTH 06" 29" 33" EAST, 44.35 FEET; THENCE NORTH 99" 15" 04" EAST, 10.08 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, PER CROINANCE NO. 86 RECORDED IN BOOK 81, PAGE 509 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE; THENCE SOUTH 06" 29" 33" WEST, 44.35 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO SAID SOUTH LINE; THENCE SOUTH 89" 15" 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE; THENCE SOUTH S91 5" 04" WEST, 10.08 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. 0.61' E OF CORNER LOT 1 45 N 89° 15' 04" E 10.08' N 06" 29' 33" E 44,35' S 06" 29" 33" W 44.35 LOT 2 POC 10 SW CORNER BEGINNING -N 89° 15' 04" E 88.32'-LOT 2, BLOCK 21 SAID TRACT CONTAINS 444 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND POB S 89° 15' 04" W 10.08' STREET RESTRICTIONS OF RECORD. LOT 3 CENTERLINE MAIN STREET FOR THE PURPOSE OF THIS ADDITION ST ORDINANCE NO. 86 MAIN DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO BK 81/PG 509 NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT. LOT 4 LEGEND W 18TH STREET (66' ROW WIDTH) FOUND SECTION CORNER MONUMENT SET SECTION CORNER MONUMENT FOUND 5/8" REROD (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 MEASURED DIMENSION RECORDED DIMENSION (R) (D) DEEDED DIMENSION IRON ROD I.R. I.P. IRON PIPE SECTION LINE xRWAY - RIGHT-OF-WAY LINE EXISTING LOT LINE - PROPERTY LINE できたされて TEMPORARY CONSTRUCTION EASEMENT FIELD SURVEY COMPLETED: FEBRUARY 2022 SURVEY FOR: CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613 SHEET PHONE: (319) 273-8600 1 OF 1 rastructure & Enviror nue SE, Suite 400 + Cedar Rapid + Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/21/2022

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction E	Easement Agreement ("Agreement") is made this
day of, 20_	_, by Dolly's Rentals, L.L.C., an Iowa limited
liability company ("Grantor"), and City	of Cedar Falls, a municipality organized under the
laws of the State of Iowa ("Grantee").	In consideration of the sum of one dollar (\$1.00),
and other valuable consideration, the	receipt of which is hereby acknowledged, Grantor
hereby sells, grants and conveys unto	Grantee a temporary easement under, through,
and across the following described re	al estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> 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. <u>No Obstructions.</u> 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. <u>Grantee's Use.</u> 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. <u>Liability for Damage.</u> 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. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:	
Dolly's Rentals, L.L.C.	
X 3/24/22	X
By: Brent Danistrom Date	By:
Title: Maragur	Title:
State of Towa)	
County of Black Hawk)	
This record was acknowledged before me or 20 22, by Brent Dahlstrom, Dolly's Lentals LC	as Manager of
	Signature of notarial officer
	Stamp JILL L KRAAYENBRINK Commission Number 797477 My Commission Expires July 29, 2022
	Title of Office

[My commission expires: 7/29/2022]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

	edar Falls, Iowa ("Gra / Construction Easen	antee"), does hereby accept and approve the nent Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Robert M. Green, Mayor
ATTEST		
Jacqueline Danielse City Clerk	n, MMC	
State of)	
)	
This instrume 20, by Robert M. (City of Cedar Falls, I	nt was acknowledged Green, Mayor, and Ja owa.	d before me on, acqueline Danielsen, MMC, City Clerk, of the
		Notary Public in and for the State of Iowa
My Commission Exp	vires:	

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 271-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 2003 MAIN STREET PARCEL 271 PROPERTY OWNER: 60 DOLLYS RENTALS, LLC P.O. BOX 128 CEDAR FALLS, IA 50613 FILE NO. 2018-00007236 FND MAG NAIL CENTER SEC 13-89-14 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS EQUILOWS: RAIL ROADCK STITION FND P.K. NAIL THE EAST 10.00 FEET AND THE NORTH 10.00 FEET OF THE EAST 70.00 FEET OF LOT 1, BLOCK 20 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. SAID TRACT CONTAINS 1.259 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS 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) END 1/21 IR 70.00 LOT 8 ROAD ASDITION MAIN STREET ND PINCH PIPE LOT 1 10 END 5/8" IR 66'(R)-10.00 -65.90'(M) LOT 2 **LEGEND** FOUND SECTION CORNER MONUMENT FND PINCH PIPE Δ SET SECTION CORNER MONUMENT FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 LOT 3 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE xRWAY - RIGHT-OF-WAY LINE LOT 4 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 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931
+ Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

501

CITY OF CEDAR FALLS **OWNER PURCHASE AGREEMENT**

Parce	erty Address: 2003 Main S Il Number: 271 ct Number: RC-000-3283	t.	County Tax Parcel No: 891 Project Name: Main Street	
by and	OWNER PURCHASE AGREE d between Dolly's Rentals, I lowa, Buyer.		his day of _ lity company, Seller, and the 0	, 202_, City of Cedar
1.	Buyer hereby agrees to buy estate, hereinafter referred		convey Seller's interests in the	following real
		See Attached Tempora	ry Easement Plat	
		ents of whatever type situated se of the power of eminent of	d on the Premises. This acquisi lomain.	tion is for public
2.	including any easements as roadway and accepts paym acknowledges full settlement Agreement and discharges	s are described herein. Selle ent under this Agreement fo nt and payment from Buyer f	tes, rights, title and interests in the consents to any change of grain any and all damages arising the content or all claims according to the teresty arising out of this Agreement above ("Project").	ide of the adjacent erefrom. Seller ms of this
3.	In consideration of Seller's to Seller the following:	conveyance of Seller's inter-	est in the Premises to Buyer, Bu	uyer agrees to pay
	Payment Amount	Agreed Performance	Date	
	\$ \$ \$ \$ <u>1,665.00</u>	on right of possession on conveyance of title on surrender of posses on possession and	ssion 60 days after Buyer ap	pproval
	\$ <u>1,665.00</u>	conveyance TOTAL LUMP SUM		
	BREAKDOWN: ac. = acres Land by Fee Title Underlying Fee Title	sq. ft. = square feet sq. ft. sq. ft.	\$	

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. The Temporary Construction Easement shall terminate after 24-months of project-related work on the property or upon completion of the Project. If the City and their contractors require more than 24-months of access to the property, Seller can seek additional compensation based on a pro-rated amount per month of project-related use using the same valuation formula calculated in clause 3 above.

\$ 1,665.00

\$

sq. ft.

sq. ft.

1,259

Temporary Easement

Permanent Easement

Buildings Other

Page 1 of 4

- 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:
- 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:	
Dolly's Rentals, L.L.C.	
x 3/24/2022	X
By: Brant Danistrom Date	By:
Title: Managur	Title:
State of FOWA County of Black Hawk	
This record was acknowledged before research Danistrom as as	ne on the 24 day of <u>March</u> , 2022, by anager of <u>Dolly's Rentals LC.</u>
Mikaman	Tulu 29 2077

JILL L KRAAYENBRINK Commission Number 797477 My Commission Expires July 29, 2022

Signature of notarial officer

Page 2 of 4

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 Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.	_, 20, by Robert M.
My Commission Expires: Notary Public in and for the State of	f Iowa

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565 **EXHIBIT 271-T** TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS MAIN STREET RECONSTRUCTION 2003 MAIN STREET PARCEL 271 PROPERTY OWNER: 60 DOLLYS RENTALS, LLC P.O. BOX 128 CEDAR FALLS, IA 50613 FND MAG NAIL CENTER FILE NO. 2018-00007236 SEC 13-89-14 LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN LOT 1, BLOCK 20 OF RAIL ROAD ADDITION, AN OFFICIAL PLAT, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: RAIL ROAD ADDITION FND P.K. NAIL THE EAST 10.00 FEET AND THE NORTH 10.00 FEET OF THE EAST 70.00 FEET OF LOT 1, BLOCK 20 OF SAID RAIL ROAD ADDITION, CITY OF CEDAR FALLS, BLACK HAWK COUNTY LOWER. HAWK COUNTY, IOWA. SAID TRACT CONTAINS 1,259 SQUARE FEET OR 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS 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) FND 1/2" IR RAIL BOAD ADDITION MAIN STREET FND PINCH PIPE 55.89 LOT 8 LOT 1 10 END 5/8" IR 66'(R) 10.00 90'(M) LOT 2 **LEGEND** FOUND SECTION CORNER MONUMENT FND PINCH PIPE SET SECTION CORNER MONUMENT • FOUND 1" PIPE (UNLESS NOTED) SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED) 0 LOT 3 (M) MEASURED DIMENSION (R) RECORDED DIMENSION (D) DEEDED DIMENSION I.R. IRON ROD I.P. IRON PIPE SECTION LINE RIGHT-OF-WAY LINE LOT 4 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 SHEET PHONE: (319) 273-8600 1 OF 1 Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 + Cedar Rapids, IA 52401-1931
+ Phone: 319-365-9565 + FOTH PROJECT NO. 21C017-02 DATE: 6/19/2022

505



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM

Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: July 11, 2022

SUBJECT: 2022 Sidewalk Assessment Project – Zone 5

City Project Number: SW-000-3293

Request for PS&E Approval

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

We recommend setting Monday, August 1, 2022 at 7:00 p.m. as the date and time for the public hearing on this project, and Friday, August 19, 2022 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, July 22, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, July 22nd, 2022, allowing for three (3) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner fails to pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with interest.

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

xc: David Wicke, PE, City Engineer

Chase Schrage, Director of Public Works

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
				4		
1		OFF SITE TOPSOIL	C.Y.	\$100.00	17.25	,
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

PROJECT SPECIFICATIONS FOR 2022 SIDEWALK ASSESSMENT PROJECT

Project SW-000-3293 Cedar Falls, Iowa

ENGINEER'S CERTIFICATION



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.

Date: 7/8/2022

David Wicke, P.E. Iowa License No. 25684

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: 1 thru 25.

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2022 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' Supplemental Specifications to the 2022 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at: www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

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NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2022 SIDEWALK ASSESSMENT PROJECT IN THE CITY OF CEDAR FALLS, IOWA

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2022 SIDEWALK ASSESSMENT PROJECT in said City at 7:00 p.m. on the 1st day of August, 2022, said meeting to be held in the Community Center 528 Main Street, Cedar Falls, IA.

Said Plans, Specifications, Form of Contract and estimated total cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or the estimated cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

By:
Jacqueline Danielsen, MMC
City Clerk

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NOTICE TO BIDDERS 2022 SIDEWALK ASSESSMENT PROJECT IN THE CITY OF CEDAR FALLS, IOWA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be accepted electronically on the Quest CDN website before 2:00 p.m. on the 19th day of August, 2022.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be publically opened online at 2:00 p.m. on the 19th day of August, 2022, at questcdn.com, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 6th day of September, 2022 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within thirty (30) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

<u>Bid Security</u>: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 Section 05.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Wednesday, July 20th, 2022 at no cost by clicking on the "Bid Opportunities" link at www.cedarfalls.com and choosing the **2022 Sidewalk Assessment** project from the list. Project information, Engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

Contact Brett Armstrong for any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: brett.armstrong@cedarfalls.com. QuestCDN reference number 8256557.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:
Brett Armstrong
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
brett.armstrong@cedarfalls.com
Brett.Armstrong@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer

<u>Preference for Iowa Products and Labor</u>: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with lowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and these specifications.

Published upon order of the City Council of Cedar Falls, Iowa.

DIVISION 1 – Instruction to Bidders

The work comprising the 2022 Sidewalk Assessment Project shall be constructed in accordance with the 2022 Edition of the SUDAS and as further modified be the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2022 Sidewalk Assessment Project

Project No. SW-000-3293

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in

responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications and proposal forms may be obtained from the office of the City Engineer .Plans specifications and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in lowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in lowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall

be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, lowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal for: 2022 Sidewalk Assessment Project

Project No. SW-000-3293

FORM OF PROPOSAL 2022 SIDEWALK ASSESSMENT PROJECT PROJECT NO. SW-000-3293 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that ________have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2022 SIDEWALK ASSESSMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of lowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, lowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	OFF SITE TOPSOIL	C.Y.	17.25
2	REMOVAL OF SIDEWALK	S.Y.	217.1
3	SIDEWALK P.C.C. 4 IN. CLASS "C"	S.Y.	209.9
4	SIDEWALK P.C.C. 6 IN. CLASS "C"	S.Y.	7.2
5	TEMPORARY TRAFFIC CONTROL	L.S.	1.0
6	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	924.0

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid	Security	in	the	sum	of						in	the	form	of
							s submitte			in	accorda	ance	with	the
Instru	uctions to	Bido	ders.											
The b	oidder is p	orepa	ared	to sub	mit a fii	nancial ai	nd experien	се	statemen	t up	on requ	est.		
The b	oidder ha	s rec	eive	d the f	ollowing	g Addend	lum or Adde	end	la:					
Adde	ndum No).				_ Date								
The b	oidder has	s fille	ed in	all bla	nks on	– this Prop	osal.							
	: The Pen e of bidde	•	for m	naking	false s	atements	s in offers is	pr	rescribed	in 1	8 U.S.A.	, Sec	tion 1	001.
							Ву							
Offici	al Addres	SS					Title							

BID BOND

KNO\	N ALL MEN BY THESE PRESENTS, that we	e,	
penal State succe	, as Principal, and rety are held and firmly bound unto the City of sum of, s, for the payment of which sum will and truly bessors, jointly and severally, firmly by these prothe day of	Dollars (\$ be made, we bind ourselves, o esents. Whereas the Principa) lawful money of the United our heirs, executors, administrators, and al has submitted the accompanying bid
NOW	THEREFORE,		
(a)	If said Bid shall be rejected, or in the altern	nate,	
(b)	If said Bid shall be accepted and the Princip furnish a bond for the faithful performance or furnishing materials in connection therew the acceptance of said Bid,	of said contract, and for the p	ayment of all persons performing labor
agree	this obligation shall be void, otherwise the sared that the liability of the Surety for any and all ation as herein stated.		
susta	tue of statutory authority, the full amount of thi ined in the event that the Principal fails to fications or by law.		
no wa	Surety, for value received, hereby stipulates an ay impaired or affected by any extension of the act; and said Surety does hereby waive notice	time within which the Oblige	
are co	TNESS WHEREOF, the Principal and the Supporations, have caused their corporate seals rs this day of	s to be hereto affixed and the	
		Principal	(Seal)
		Ву	(Title)
Witne	ess	Overate:	(Seal)
		Surety	
Witne	ess	Ву	Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. SW-000-3293

STAT	E OF	
COUN	NTY OF	
	, being	first duly sworn, deposes and says that:
(1)	We are(owner, partner, officer, representative, or	of
	(owner, partner, officer, representative, or	agent)
	, the Bidder th	nat has submitted the attached bid:
(2) respe	We are fully informed respecting the prepacting such bid:	aration and contents of the attached bid and of all pertinent circumstances
(3)	Such bid is genuine and is not a collusive	or sham bid:
Bidde submi agree attach secure lowa, (5) conniv	st, including this affiant, has in any way collucter, firm or person to submit a collusive or sham atted or to refrain from bidding in connection we ment or collusion or communication or confermed bid or of any other Bidder, or, to fix any one through any collusion, conspiracy, connivar or any person interested in the proposed Co	ers, partners, owners, agents, representatives, employees or parties in ded, conspired, connived or agreed, directly or indirectly, with any other he bid in connection with the Contract for which the attached bid has been with such Contract, or has in any manner, directly or indirectly, sought by rence with any other Bidder, firm or person to fix the price or prices in the verhead, profit or cost element of the bid price of any other Bidder, or to not unlawful agreement any advantage against the City of Cedar Falls, portract; and dibid are fair and proper and are not tainted by a collusion, conspiracy, the Bidder or any of its agents, representatives, owners, employees or
		Signed
		Title
Subsc	cribed and sworn to before me	
this	day of, 20	_
Title		_
Му Со	ommission expires	

Bidder Status Form

To be comple	ted by all	bidders				Part A					
Please answer "Y	Please answer "Yes" or "No" for each of the following:										
Yes No My company is authorized to transact business in lowa. (To help you determine if your company is authorized, please review the worksheet on the next page). Yes No My company has an office to transact business in lowa. Yes No My company's office in lowa is suitable for more than receiving mail, telephone calls, and e-mail.											
Yes No											
Yes No											
		vered "Yes" Parts B and		•	bove, your company qualifies as a resident bidder.	Please					
		vered "No" Parts C and			tions above, your company is a nonresident bidder.	Please					
To be comple	ted by res	ident bid	ders	_	·	Part B					
My company has	maintained o	offices in lo	wa during t	the past 3	years at the following addresses:						
Dates:/	/	to	/	/	Address:						
					City, State, Zip:						
Dates:/	/	to	/	/	Address:						
					City, State, Zip:						
Dates:/	/_	to	/	/	Address:						
You may attach a	dditional she	et(s) if nee	ded.		City, State, Zip:						
To be comple	ted by nor	n-residen	t bidder	s		Part C					
1. Name of hom	e state or for	eign countr	y reported	to the low	va Secretary of State:						
Does your cor	mpany's hom	e state or f	oreian cou	intry offer	preferences to bidders who are residents?	es 🗆 No					
3. If you answer	ed "Yes" to q	uestion 2, i	_	-	nce offered by your company's home state or foreig						
and the appropri	and the appropriate legal citation.										
					You may attach additional she	et(s) if needed.					
To be comple	ted by all	bidders				Part D					
•					and complete to the best of my knowledge and I	ow that my					
Firm Name:											
Signature:					Date:						

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa Labor Commissioner. 309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following

describes your business, you are authorized to transact business in lowa. ☐ Yes ☐ No My business is currently registered as a contractor with the lowa Division of Labor. Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of lowa for lowa income tax purposes. Yes No My business is an active corporation with the lowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. My business is a corporation whose articles of incorporation are filed in a state other than lowa, Yes No the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. My business is a limited liability partnership which has filed a statement of qualification in a Yes No state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. My business is a limited liability company whose certificate of organization is filed in Iowa and has Yes No not filed a statement of termination. Yes No My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

309-6001 02-14

FORM OF CONTRACT

This Contract entered into in <u>quadruplicate</u> at Cedar Falls, Iowa, this day of
2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and
of, hereinafter called the Contractor.
WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2022 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3293 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 18th day of July, 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. SW-000-3293 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- I. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

	Contractor
	CITY OF CEDAR FALLS, IOWA
	By Robert M. Green, Mayor
Attest: Jacqueline Danielsen, MMC City Clerk	

In Witness whereof, this Contract has been executed in <u>quadruplicate</u> on the date first herein written.

Performance, Payment, and Maintenance Bond

KNOW ALL BY THESE PRESENTS:
That we,, as Principal (hereinafter the "Contractor" or "Principal" and as Surety are held and firmly bound unto
CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of
(\$), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.
The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the day of, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SURETY BOND NO.

2022 Sidewalk Assessment Project Sidewalk / Pavement / Seeding Project SW-000-3293

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. <u>SW-000-3293</u>

tness our hands, in triplicate, this	day of	<u>, 2022</u> .
Surety Countersigned By:	PRIN	NCIPAL:
Signature of Agent		Contractor
	Ву:	Signature
Printed Name of Agent		Title
Company Name	SU	RETY:
Company Address		Surety Company
City, State, Zip Code	By:	Signature Attorney-in-Fact Officer
Company Telephone Number		Printed Name of Attorney-in-Fact Officer
	_	Company Name
FORM APPROVED BY:	_	Company Address
		City, State, Zip Code
Attorney for Owner		Company Telephone Number

NOTE:

- 1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
- 2. This bond must be sealed with the Surety's raised, embossing seal.
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred percent (100%) of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate their operations with those of other Contractors working within the same area of the following project:

- 1) Public Works garbage collection operations
- 2) Street Reconstruction/Restoration 2022
- 3) Cedar Falls Util. Co. electrical, communications, gas & water main projects

03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them.

04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all disposal sites. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty percent (50%) of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten calendar days after the date set forth in the written notice to proceed and shall be completed within thirty (30) working days of notice to proceed.

07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one hundred dollars (\$300.00) per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

10 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material, men and laborers have been paid.

11 Pollution Prevention Plan

1. Project Description

This project shall consist of the installation of concrete sidewalks. This project encompasses Sixty Two (62) various locations within the city.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

- 1. Execute Contractor's part of the pollution prevention plan as described.
- Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
- 3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Certification Statement

N.P.D.E.S. CERTIFICATION PROJECT NO. SW - 000 - 3293

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

12 Method of Measurement

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2022 SIDEWALK ASSESSEMENT PROJECT in accordance with the 2022 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

Item No. 6 - Seeding, Fertilizing, and Mulching for Hydraulic Seeding

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

13 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2022 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2022 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

Item No. 6 - Seeding, Fertilizing, and Mulching for Hydraulic Seeding

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

DIVISION 4 - Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the 2022 Sidewalk Assessment Project in accordance with the 2022 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2022 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

<u>Item No. 5 – Temporary Traffic Control</u>

Temporary Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE

2022 SI DEWALK ASSESSMENT PROJECT

PROJECT NO. SW-000-3293

PREPARED BY THE CITY ENGINEERING SERVICES

DEPARTMENT OF PUBLIC WORKS

CITY OF CEDAR FALLS, IOWA

AUGUST, 2022

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2022 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT

	INDEX OF SHEETS				
SHEET NO.	DESCRIPTION				
A.01 - A.02 C.01 - C.02	TITLE SHEET, LOCATION SHEET GENERAL NOTES, ESTIMATED				
D.01 - D.16	QUANTITIES, ESTIMATE REFERENCE, REPAIR LOCATIONS				

2022 EDITION URBAN STANDARD SPECIFICATIONS

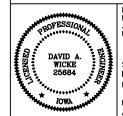
NUMBER DATE		IDENTIFICATION	
7030.201	10/20/15	CLASSES OF SIDEWALK	
9010.202A	CURRENT	URBAN SEEDING MIXTURES	

IOWA ONE CALL

1-800-292-8989 www.iowaonecall.com



ENGINEER'S CERTIFICATION



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

PAGES OR SHEETS COVERED BY THIS SEAL: A.01-A.02, C.01-C.02, D.01-D.16

MAYOR ROBERT GREEN COUNCIL PERSONS

Dave Sires Gil Schultz Susan deBuhr Dustin Ganfield Daryl Kruse Simon Harding Kelly Dunn

CHASE SCHRAGE
DIRECTOR, PUBLIC WORKS
DAVID A. WICKE, PE
CITY ENGINEER
RONALD S. GAINES, PE

_EGEND

EXISTING GAS

SUBDRAIN
FIBER OPTIC
OVERHEAD ELECTRIC

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1

RIGHT OF WAY ELECTRIC COMMUNICATION PROPERTY LINE

LIGHT/UTILITY POLE

INLET PROTECTION

STRAW WATTLE

TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME

ORANGE PLASTIC SAFETY FENCE

HYDRANTS WATER / GAS VALVE

REMOVALS
TRAFFIC SIGN

EXISTING WATER

PROPOSED STORM SEWER

PROPOSED SANITARY SEWER EXISTING SANITARY SEWER

2022 SIDEWALK ASSESSMENT PROJECT

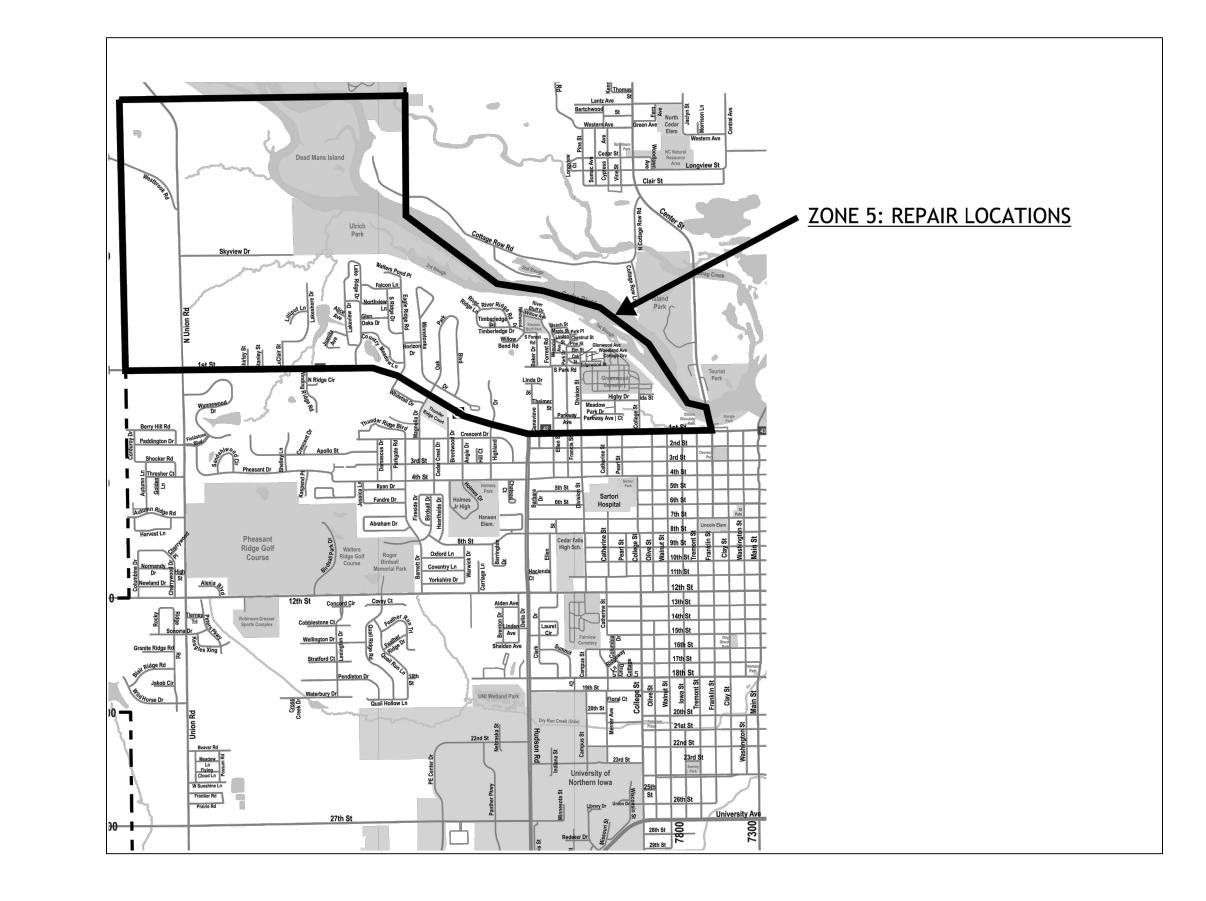
TITLE SHEET



EPARTMENT OF PUBLIC WORKS
NGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 329-5161

	CITY	ADMINISTRATO	OR	
CIT	Y PROJECT NUME	BER	SHEET	A.01
	SW-000-	NO.	A.01	
DRAW	N BY: JCH		TOTAL	20
CHEC	KED BY: DAW		SHEETS	2





SHEET NO. 20 A.02 DATE REVISION INIT.

SOURCE SHEETS NO. DATE REVISION INIT.

SHEET NO. DATE REVISION INIT.



DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

		ESTIMATED	QUANTITIES				
	DESCRIPTION	OFF SITE TOPSOIL (C.Y.)	REMOVAL OF SIDEWLAK (S.Y.)	SIDEWALK, P.C.C. 4 IN., CLASS "C" (S.Y.)	SIDEWALK, P.C.C. 6 IN., CLASS "C" (S.Y.)	TEMPORARY TRAFFIC CONTROL (L.S.)	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING (S.F.)
LOCATION NO.	ITEM CODE	2010-108-D-3	7030-108-A-0	7030-108-E-0	7030-108-E-0	8030-108-A-0	9010-108-B-0
1	706 LAKESHORE DRIVE	0.15	1.8	1.8	_	_	8.0
2	818 LAKESHORE DRIVE	0.30	3.4	3.4	_	_	16.0
3	619 LAKE RIDGE DRIVE	0.30	3.6	3.6	_	_	16.0
4	709 LAKE RIDGE DRIVE	0.30	3.6	3.6	_	_	16.0
5	1216 LAKE RIDGE DRIVE	0.15	1.8	1.8	_	_	8.0
6	1224 LAKE RIDGE DRIVE	0.15	1.8	1.8	_	_	8.0
7	1011 LAKEVIEW DRIVE	0.15	1.8	1.8	_	_	8.0
8	2806 GLEN OAKS DRIVE	0.15	1.8	1.8	_	_	8.0
9	903 SOUTH RIDGE ROAD	0.15	1.8	1.8	_		8.0
10	1005 SOUTH RIDGE ROAD	0.15	1.8	1.8			8.0
11	513 EAGLE RIDGE ROAD	0.45	5.4	5.4			24.0
12	702 EAGLE RIDGE ROAD	0.30	3.6 9.0	3.6			16.0
13 14	727 EAGLE RIDGE ROAD 734 EAGLE RIDGE ROAD	0.59 0.15	1.8	9.0 1.8			32.0 8.0
15	809 EAGLE RIDGE ROAD	0.15	1.8	1.8			8.0
16	905 EAGLE RIDGE ROAD	0.15	1.8	1.8	-		8.0
17	1004 EAGLE RIDGE ROAD	0.15	1.8	1.8	-	-	8.0
18	1117 EAGLE RIDGE ROAD	0.30	3.6	3.6			16.0
19	413 OAK PARK BLVD	0.15	1.8	1.8	_		8.0
20	501 OAK PARK BLVD	0.30	3.6	_	3.6	_	16.0
21	511 OAK PARK BLVD	0.30	3.5	3.5	_	_	16.0
22	620 OAK PARK BLVD	0.30	3.6	3.6	_	_	16.0
23	621 OAK PARK BLVD	0.30	3.6	3.6	_	_	16.0
24	702 OAK PARK BLVD	0.30	3.6	3.6	_	_	16.0
25	710 OAK PARK BLVD	0.30	3.6	3.6	_	_	16.0
26	711 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
27	720 OAK PARK BLVD	0.59	7.2	7.2	_	_	32.0
28	721 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
29	810 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
30	811 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
31	915 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
32	919 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
33	929 OAK PARK BLVD	0.15	1.8	1.8	_	_	8.0
34	1006 OAK PARK BLVD	0.15	1.8	1.8			8.0
35	1018 OAK PARK BLVD	0.30	3.6	3.6			16.0
36	1123 OAK PARK BLVD	0.59	7.2	7.2			32.0
37	1203 OAK PARK BLVD	0.15	1.8	1.8			8.0
38	1212 OAK PARK BLVD	0.15	1.8	1.8	_		8.0
39 40	1222 OAK PARK BLVD 1304 OAK PARK BLVD	0.15 0.15	1.8	1.8			8.0 8.0
41	2627 MINNETONKA DRIVE	0.15	1.8	1.8			8.0
42	2701 MINNETONKA DRIVE	0.59	7.2	7.2			32.0
43	2805 MINNETONKA DRIVE	0.45	5.4	5.4			24.0
44	2821 MINNETONKA DRIVE	0.30	3.6	3.6			16.0
45	2904 MINNETONKA DRIVE	0.45	5.4	3.6	1.8	_	24.0
46	2702 MINNETONKA DRIVE	1.18	17.8	16.0	1.8	_	64.0
	205 HIGHLAND DRIVE	0.30	3.6	3.6	_	_	16.0
48	213 HIGHLAND DRIVE	0.15	1.8	1.8	_	_	8.0
49	325 N GENEVIEVE STREET	0.15	1.8	1.8	_	_	8.0
50	222 N DIVISION STREET	0.15	1.8	1.8			8.0
51	228 N DIVISION STREET	0.15	1.8	1.8	_	_	8.0
52	302 N DIVISION STREET	0.30	4.1	4.1	_	_	16.0
53	402 N DIVISION STREET	0.23	2.3	2.3	-	-	12.0
	936 PARKWAY AVE/CT	0.45	5.4	5.4			24.0
55	1004 PARKWAY AVE/CT	0.15	1.8	1.8			8.0
56	1015 PARKWAY AVE/CT	0.15	1.8	1.8			8.0
57	1109 PARKWAY AVE/CT	0.89	15.1	15.1			48.0
	1115 PARKWAY AVE/CT	0.30	3.6	3.6	_	_	16.0
59	1123 PARKWAY AVE/CT	0.30	3.6	3.6	_	_	16.0
60	<u>'</u>	0.59	7.1	7.1			32.0 24.0
61 62	122 N COLLEGE STREET 2705 COUNTRY MEADOW LANE	0.45 0.15	5.4 1.8	5.4 1.8		1.0	8.0
J2	TOTAL QUANTITY	17.25	217.1	209.9	7.2	1.0	924.0
		,					=

ESTIMATE REFERENCE						
ITEM NO.	ITEM CODE	DESCRIPTION				
1	2010-108-D-3	FF SITE TOPSOIL (C.Y.)				
		EFER TO ESTIMATED QUANTITIES FOR EACH LOCATION ON SHEET C.01				
2	7030-108-A-0	MOVAL OF SIDEWALK (S.Y.)				
		REFER TO ESTIMATED QUANTITIES FOR EACH LOCATION ON SHEET C.01 AND D SHEETS.				
3	7030-108-E-0	IDEWALK, P.C.C. 4 IN., CLASS "C" (S.Y.)				
		REFER TO ESTIMATED QUANTITIES FOR EACH LOCATION ON SHEET C.01 AND D SHEETS.				
4	7030-108-E-0	SIDEWALK, P.C.C. 6 IN., CLASS "C" (S.Y.)				
		REFER TO ESTIMATED QUANTITIES FOR EACH LOCATION ON SHEET C.01 AND D SHEETS.				
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL				
6	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING (S.F.)				
		REFER TO ESTIMATED QUANTITIES FOR EACH LOCATION ON SHEET C.01				

NOTES:
QUANTITIES MAY INCREASE OR DECREASE IN THE FIELD. SEE
TABULATION SHEETS C.01 AND LOCATION SHEETS D.01—D.16.
LOCATIONS CROSSED OUT OR LINED THROUGH MAY BE ADDED IF
PROPERTY OWNERS HAVE NOT COMPLETED WORK BY THE TIME
OF CONSTRUCTION. OTHER AREAS MAY BE SUBTRACTED IF THE
PROPERTY OWNERS HAVE COMPLETED WORK AFTER THESE
PLANS HAVE BEEN COMPLETED.

SHEET NO.	C.01				
TOTAL SHEETS	20	NO.	DATE	REVISION	INIT.

2022 SIDEWALK ASSESSMENT PROJECT

ENGINEERING

"OUR CITIZENS ARE OUR BUSINESS"

- PROJECT SCHEDULE THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION
 CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
- DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA ON THE FOLLOWING PROJECTS.
- 3. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
- 4. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR
 48 HOURS PRIOR TO ANY WORK BEING DONE.
- THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
- 6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE,CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
- 7. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.
 - THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
 - 1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
 - 2. DISPOSE OF IN A LICENSED LANDFILL.
- B. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
- THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT.
 ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- 10. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
- 11. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
- 12. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
- 13. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 14. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
- 15. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
- 16. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
- 17. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
- 18. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
- 19. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS. SECTION 7010-2.02-M.
- 20. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE—HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
- 21. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
- 22. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM.
- 23. THE COST OF CONNECTING PERFORATED SUBDRAIN TO EXISTING STRUCTURES OR TILE LINES SHALL BE CONSIDERED INCIDENTAL TO THE COST PER LINEAR FOOT OF THE PERTINENT PIPE.
- 24. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
- 25. UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
- 26. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

27. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989). UTILITY CONTACT PERSON

 CEDAR FALLS UTILITIES:
 JERALD LUKENSMEYER
 1-319-266-1761

 CENTURYLINK:
 DENNIS LONG
 1-319-538-7215

 MEDIACOM:
 KEVIN PARKER
 1-319-232-8800

 WATER RECLAMATION:
 MIKE NYMAN
 1-319-273-8633

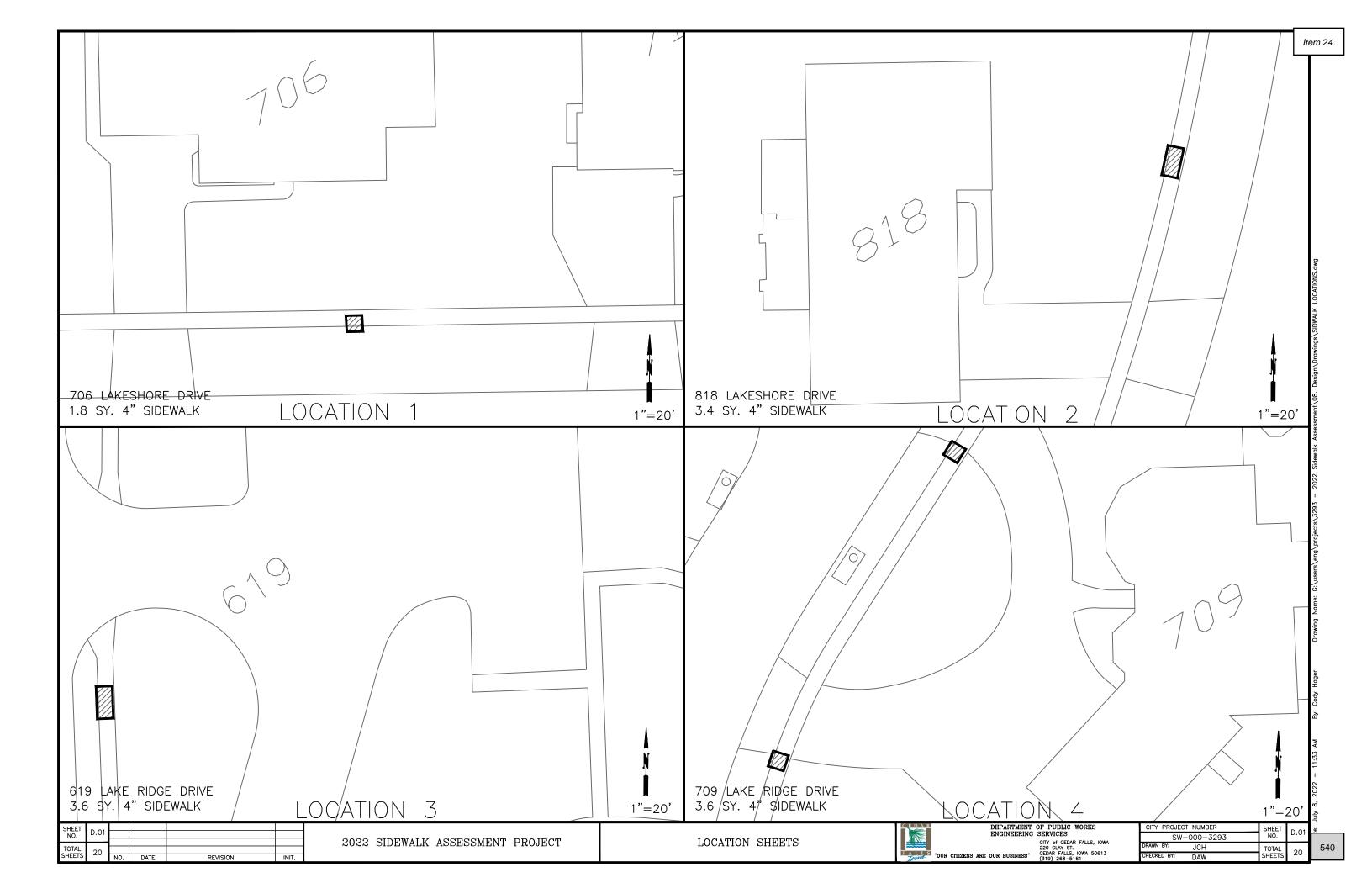
- 28. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
- 29. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
- 30. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
- 31. WATERMAIN SHALL HAVE 8 MIL THICK POLYETHYLENE MATERIAL WRAPPED ON PIPE, POLYETHYLENE MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH AWWA STANDARD C105.
- 32. IT IS THE CONTRACTOR'S RESPONSIBILTY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
- 33. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT. CONTRACTOR SHALL SCHEDULE THEIR WORK ACCORDINGLY.

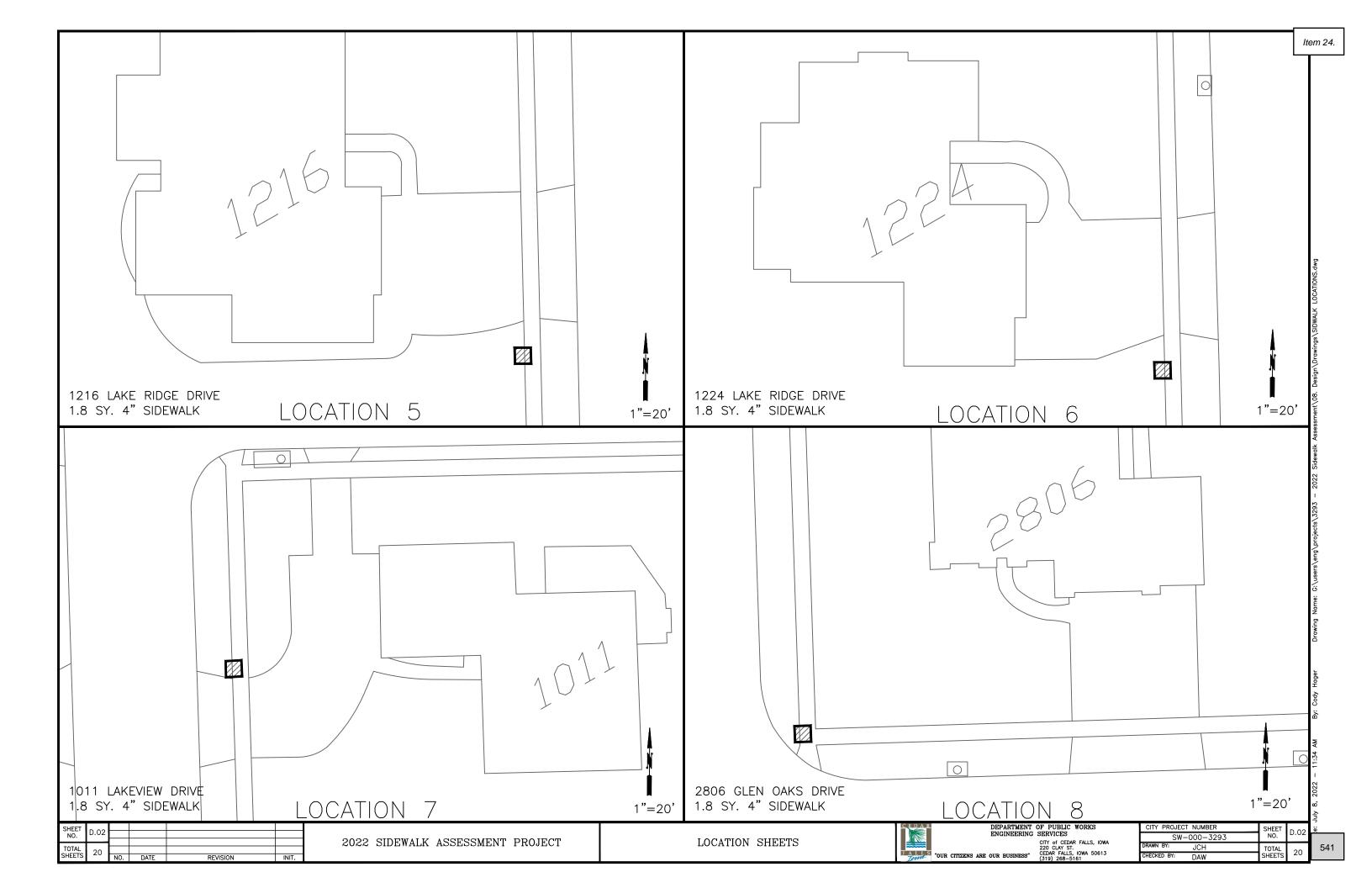
AUGUST 22, 2022 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE) AUGUST 22, 2022 (MON.) - UNI CLASSES RESUME UNI HOMECOMING - OCTOBER 15, 2022

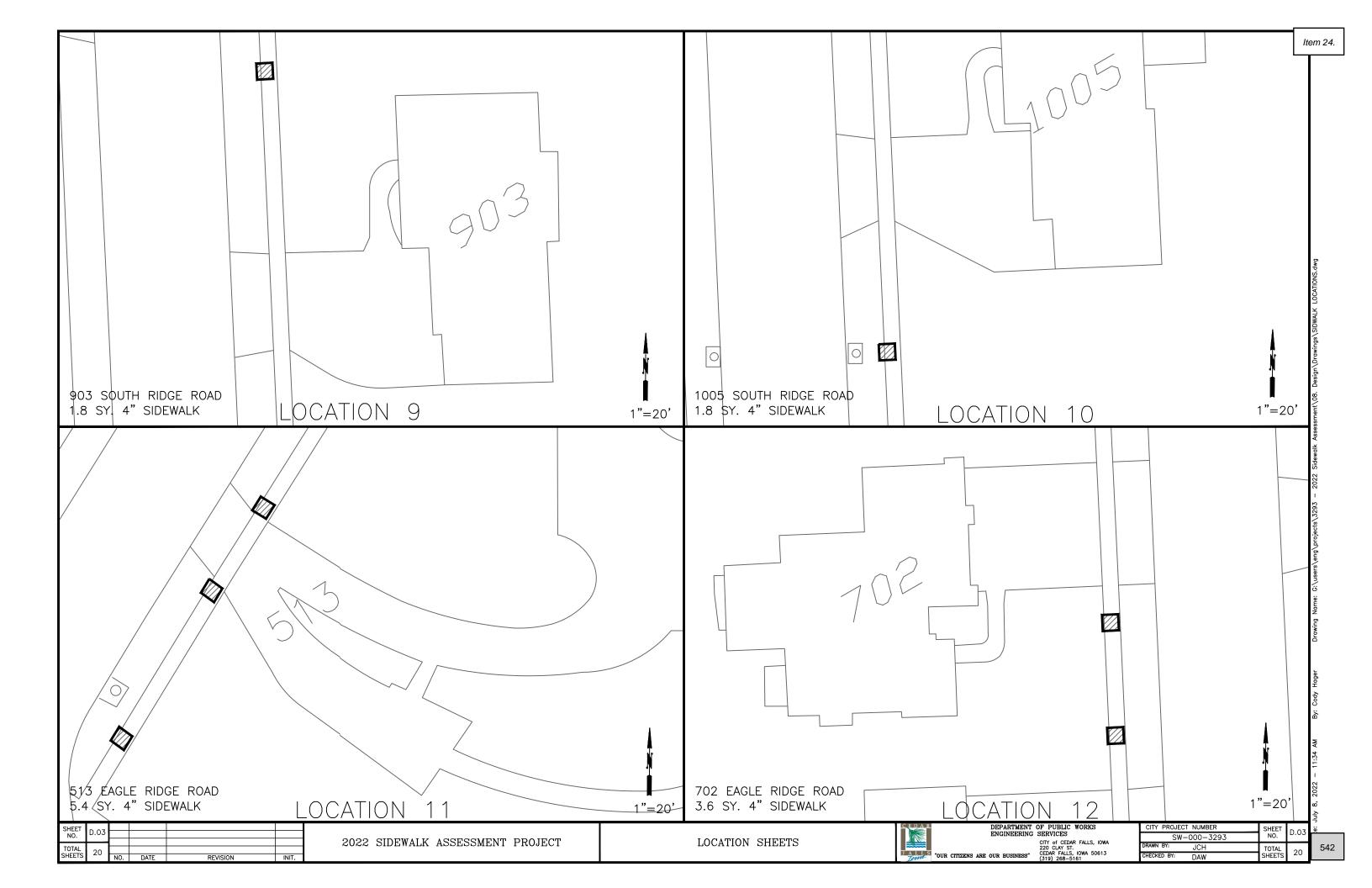
- 34. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS, CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
- 35. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
- 36. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
- 37. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2022 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
- 38. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:

 BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1
- 39. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.

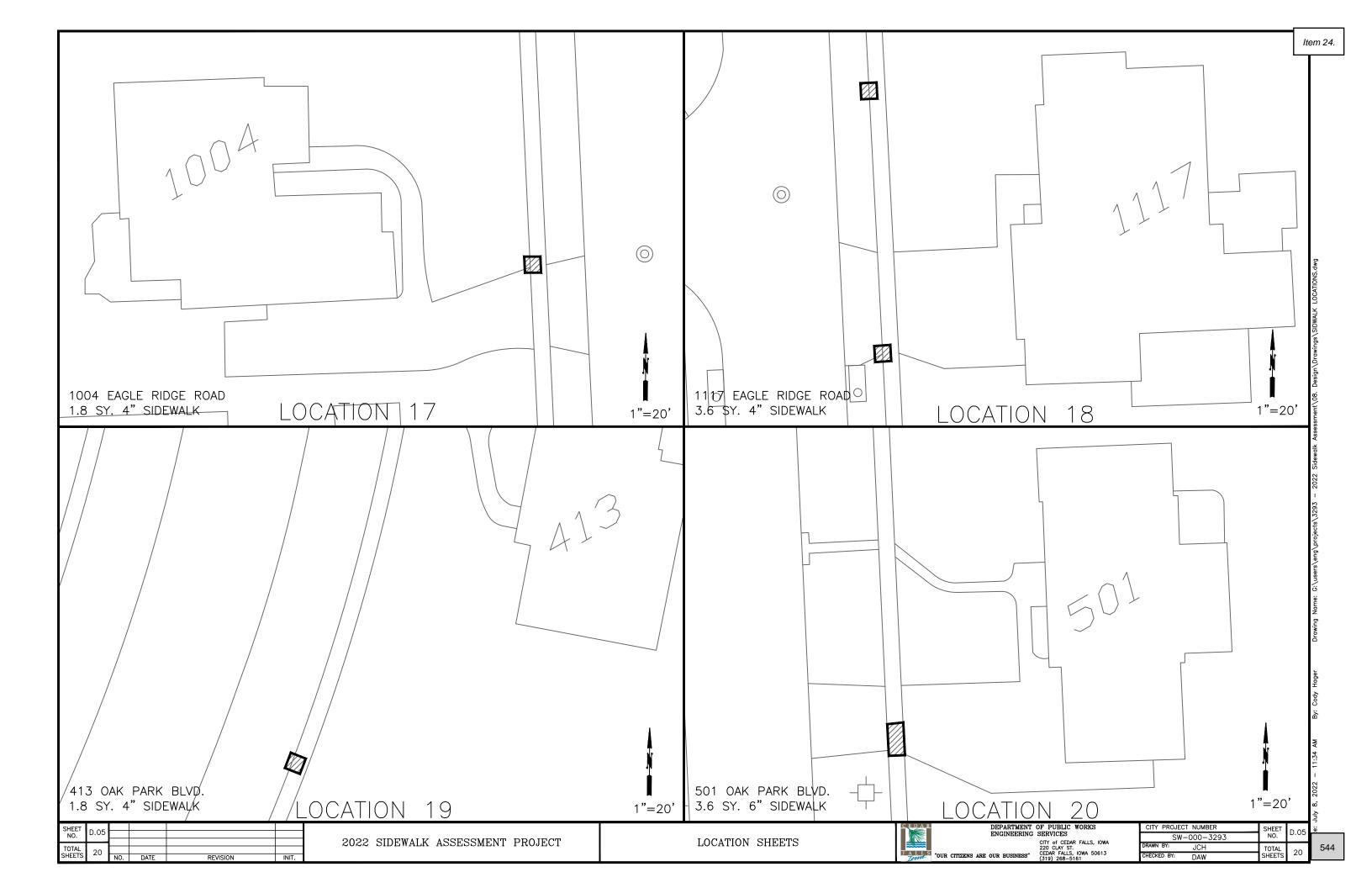








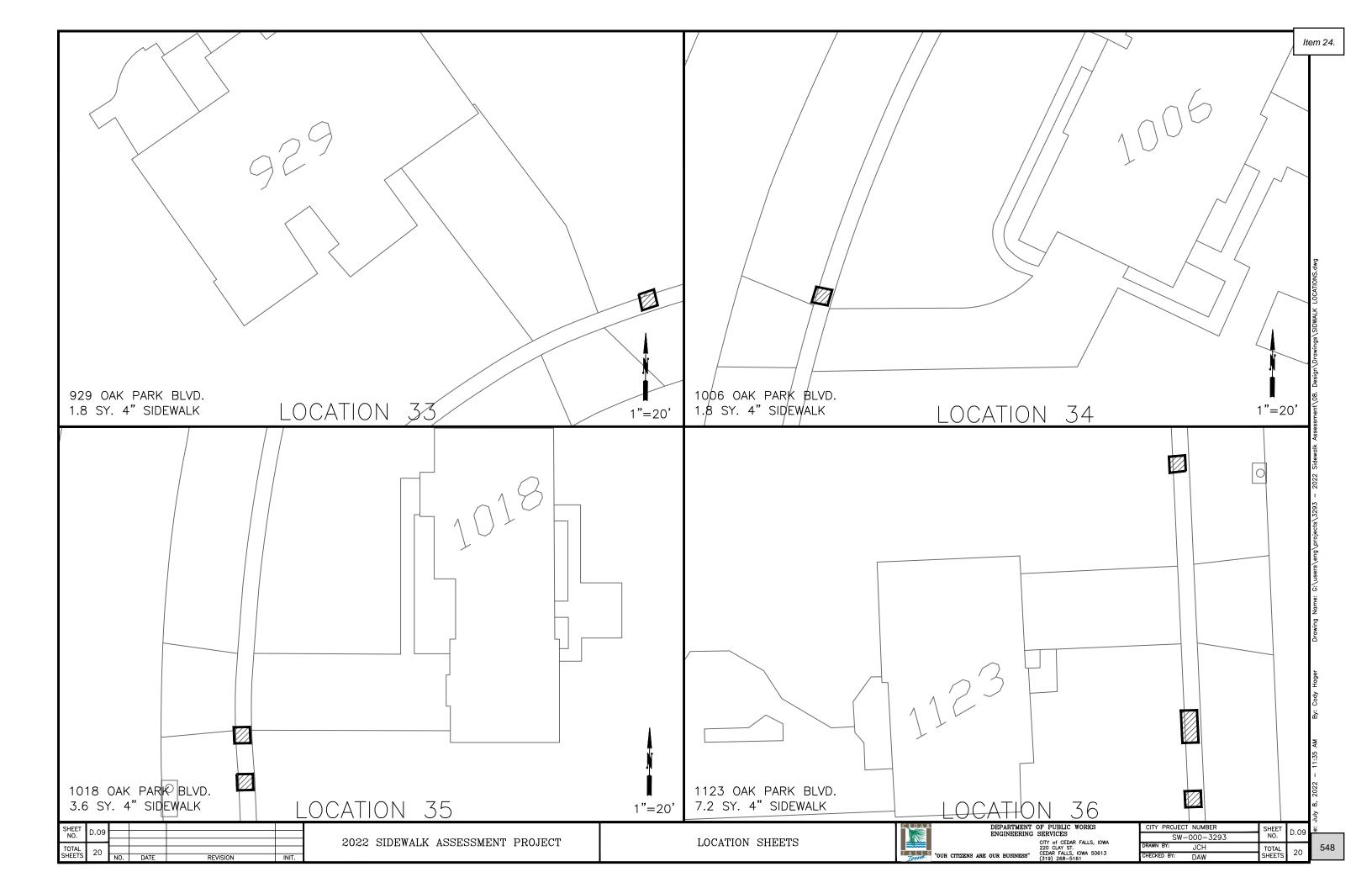






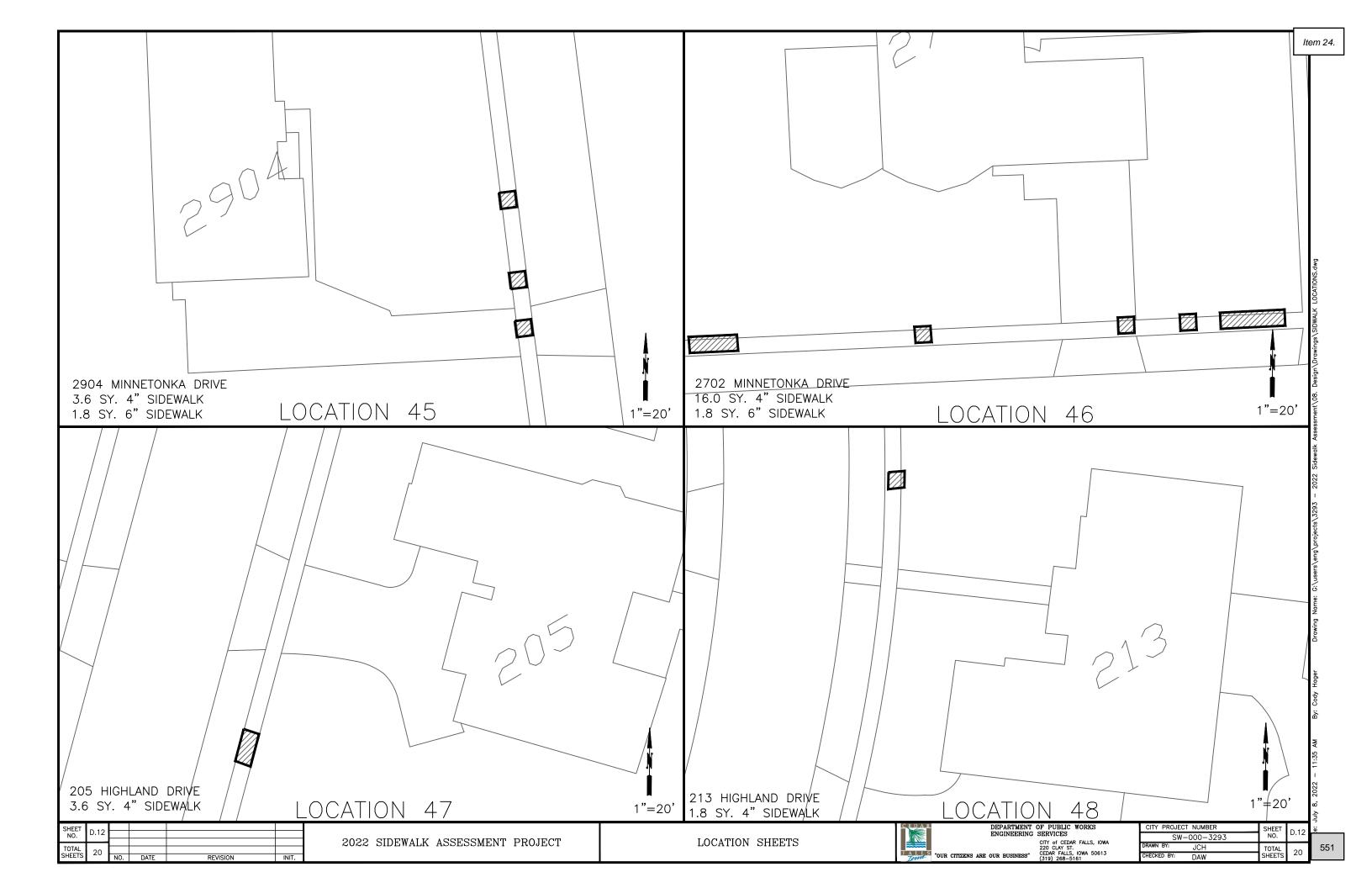




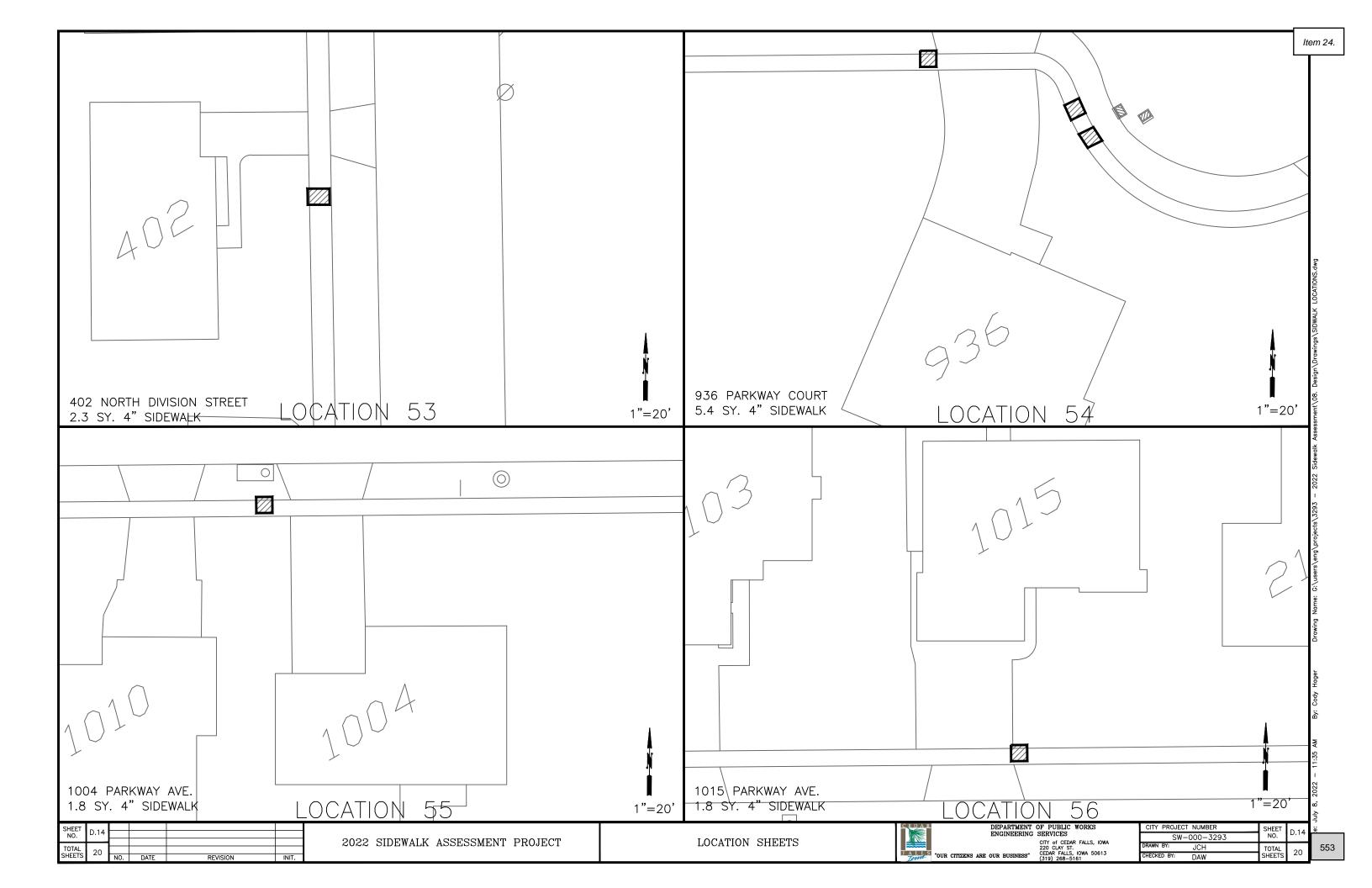


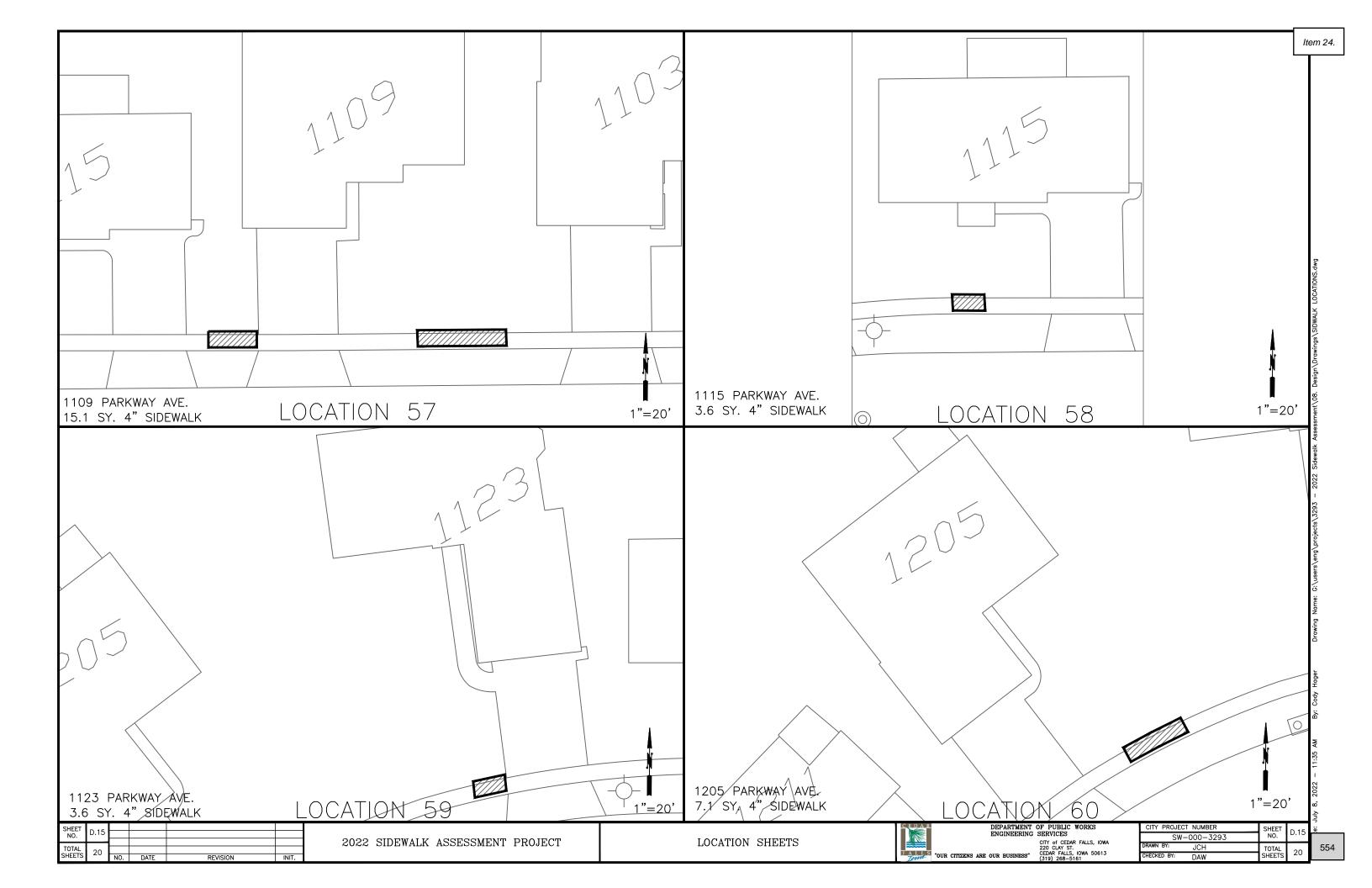


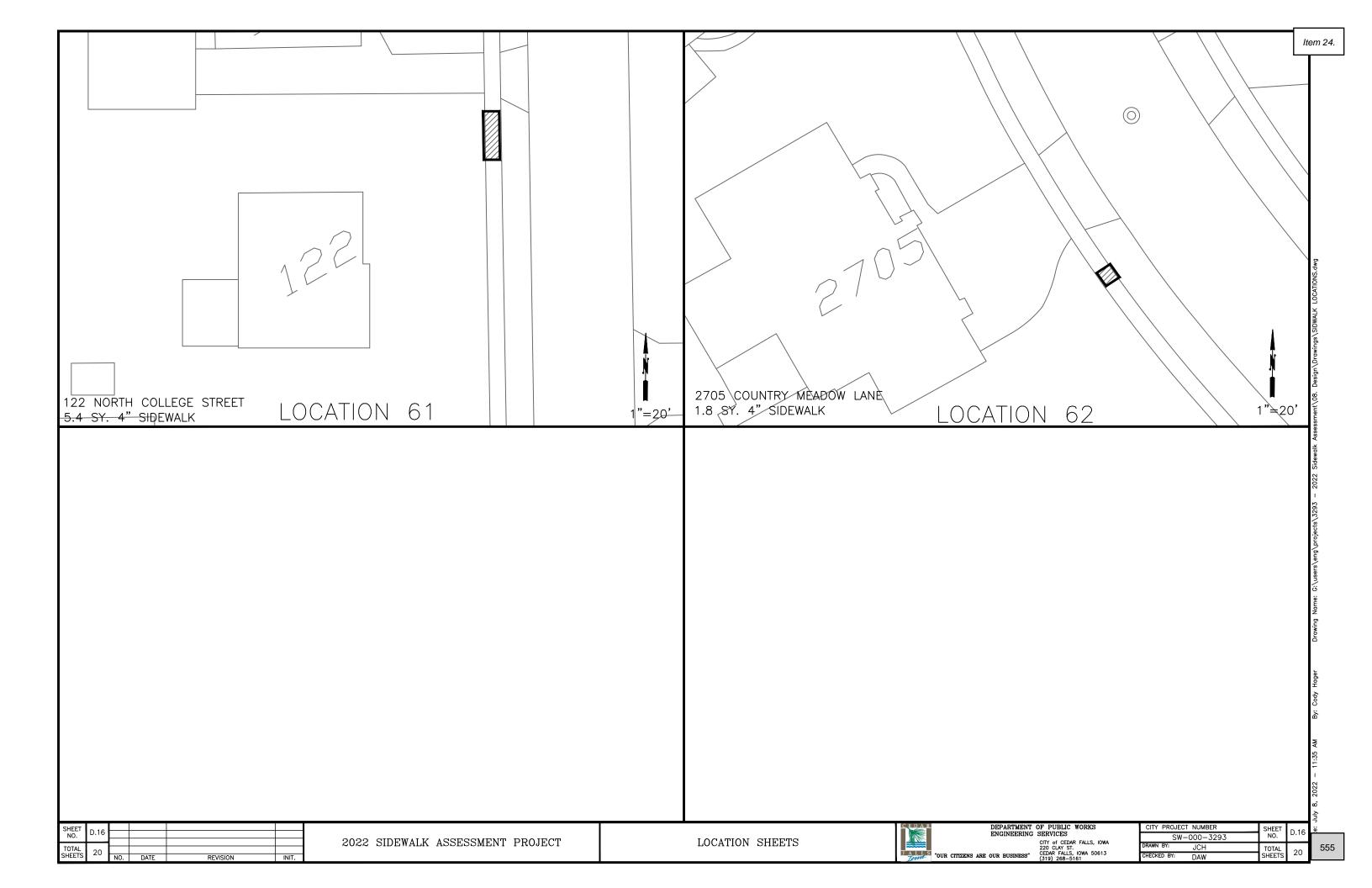












ACCOUNTING PERIOD 12/2022

Daily Invoices for Council Meeting 07/18/22

PREPARED 07/12/2022, 10:22:27 PROGRAM GM360L CITY OF CEDAR FALLS

CITY OF (LEDAR FALLS				
GROUP I	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	GENERAL FUND				
101-0000 2181	0-213.00-00 CURRENT LIABILITY / S 12/22 AP 06/22/22 0006285	IOWA DEPT.OF REVENUE	8,354.26		07/05/22
	SEMI MONTHLY SALES TAX 12/22 AP 06/07/22 0006284	RECREATION	6 525 00		0= (0= (00
2181	12/22 AP 06/07/22 0006284 SEMI MONTHLY SALES TAX		6,535.99		07/05/22
	ACCOUNT TOTAL		14,890.25	. 00	14,890.25
101-1028	3-441.64-02 INSURANCE / HEALTH IN	S. REIMBURSEMENT			
2181	12/22 AP 06/16/22 0006290 HEALTH INS. REIMBURSEMENT	ISOLVED BENEFIT SERVICES, INC	.81		07/05/22
	ACCOUNT TOTAL		.81	00	.81
	3-441.89-17 MISCELLANEOUS SERVICE				
2181	12/22 AP 06/30/22 0006281		12.00		07/05/22
2181	INCOMING WIRE FEE 12/22 AP 06/30/22 0006271	LINCOLN MONEY MARKET FARMERS STATE BANK	20.00		07/05/22
2101		MIDWEST BANK 2 CDS	20.00		01/03/22
2181	12/22 AP 06/30/22 0006272	FARMERS STATE BANK	20.00		07/05/22
	OUTGOING WIRE FEE	VERIDIAN CD			**, **, ==
2181	12/22 AP 06/29/22 0006278	FARMERS STATE BANK	20.00		07/05/22
	VOYA OUTGOING WIRE	07/01/22 PAYROLL			/ /
2181	12/22 AP 06/16/22 0006276	FARMERS STATE BANK	20.00		07/05/22
2181	OUTGOING WIRE FEE 12/22 AP 06/16/22 0006277	US BANK CD FARMERS STATE BANK	12.00		07/05/22
2101	INCOMING WIRE FEE	COLLINS CD	12.00		01/05/22
2181	12/22 AP 06/16/22 0006280	FARMERS STATE BANK	20.00		07/05/22
-	OUTGOING WIRE FEE	DENVER SAVINGS BANK CD			,,
2181	12/22 AP 06/15/22 0006279	FARMERS STATE BANK	20.00		07/05/22
	VOYA OUTGOING WIRE	06/17/22 PAYROLL			
2181	12/22 AP 06/14/22 0006275	FARMERS STATE BANK	12.00		07/05/22
2181	INCOMING WIRE FEE 12/22 AP 06/01/22 0006273	COLLINS FARMERS STATE BANK	20.00		07/05/22
2101	VOYA OUTGOING WIRE	06/03/22 PAYROLL	20.00		07/03/22
2181	12/22 AP 06/01/22 0006274	FARMERS STATE BANK	20.00		07/05/22
	OUTGOING WIRE FEE	DEBT SERVICE PAYMENT			,,
	ACCOUNT TOTAL		196.00	.00	196.00
101 100		G / GRGETON 105			
101-1038 2181	8-441.89-82 MISCELLANEOUS SERVICE 12/22 AP 06/07/22 0006287 CAFE ADMIN FEE-MAY'22		703.80		07/05/22
	ACCOUNT TOTAL		703.80	-00	703.80
	ACCOUNT TOTAL		703.00	. 00	,03.00

07/01/22

PREPARED 07/12/2022, 10:22:27 ACCOUNT ACTIVITY LISTING PROGRAM GM360L ACCOUNTING PERIOD 12/2022

2197

12/22 AP 05/27/22 0397219 ARAMARK

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ---- POST DT ----FUND 101 GENERAL FUND 101-1048-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 12/22 AP 06/10/22 0397216 ROGERS, KEVIN 142.74 07/01/22 RMB:MILEAGE-ATTORNEY MTG. DES MOINES ACCOUNT TOTAL 142.74 .00 142.74 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/22 AP 05/31/22 0397241 OFFICE EXPRESS OFFICE PRODUCT 2110 51.64 07/01/22 28# LETTER SIZE PAPER 12/22 AP 05/24/22 0397241 OFFICE EXPRESS OFFICE PRODUCT 2110 91.20 07/01/22 RED PENS LEDGER SIZE PAPER, BLACK& ACCOUNT TOTAL 142.84 .00 142.84 101-1060-423.72-19 OPERATING SUPPLIES / PRINTING 12/22 AP 05/31/22 0397245 STOREY KENWORTHY 225.50 07/01/22 2110 CIRC. LETTERHEAD .00 ACCOUNT TOTAL 225.50 225.50 101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE 12/22 AP 05/27/22 0397244 QUADIENT FINANCE USA, INC. 300.00 07/01/22 2110 POSTAGE ACCOUNT TOTAL 300.00 .00 300.00 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT 01/23 AP 06/13/22 0397232 GORDON FLESCH COMPANY INC 874.89 07/01/22 9 COPIER CONTRACT 015-1483981-000 ACCOUNT TOTAL 874.89 ...00 874.89 101-1060-423.85-01 UTILITIES / UTILITIES 12/22 AP 06/05/22 0397225 CEDAR FALLS UTILITIES 2110 5,036.05 07/01/22 LIBRARY UTILITIES ACCOUNT TOTAL 5.036.05 .00 5,036.05 101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/22 AP 06/10/22 0397219 ARAMARK 23.55 07/01/22 LIBRARY MAT SERVICE 2181 12/22 AP 06/02/22 0006305 PROFESSIONAL SOLUTIONS 15.01 07/05/22 MAY CREDIT CARD FEES

15.70

PREPARED 07/12/2022, 10:22:27 ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 12/2022 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP P NBR NB		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
מוואם או	GENERAL FUND				
		/ REPAIR & MAINTENANCE	continued		
2110	12/22 AP 05/19/22 0397228 FIRST AID SUPPLY SERVICE-		117.59		07/01/22
2197	12/22 AP 05/13/22 0397219 LIBRARY MAT SERVICE		15.70		07/01/22
	ACCOUNT TOTAL		187.55	.00	187.55
	-423.89-20 MISCELLANEOUS SERVIC				
2110	12/22 AP 06/08/22 0397222 ADULT BOOKS (MEM KLEPFER)	BAKER & TAYLOR BOOKS	15.96		07/01/22
	ACCOUNT TOTAL		15.96	₂ 00	15.96
101-1060	-423.89-33 MISCELLANEOUS SERVIC	es / FRIENDS SUPPORTED PROGRAM			
2197	12/22 AP 06/17/22 0397222 FOTL:ADULT-ADULT BOOKS	BAKER & TAYLOR BOOKS	15.95		07/01/22
2110	12/22 AP 06/09/22 0397233 FOL:ADLT-MOVIE SCREENING		65.00		07/01/22
2110	12/22 AP 05/19/22 0397222 FOTL:ADULT-ADULT BOOKS	BAKER & TAYLOR BOOKS	22.80		07/01/22
	ACCOUNT TOTAL		103.75	.00	103.75
101-1060	-423.89-34 MISCELLANEOUS SERVIC	ES / ENDOWMENT SUPPORTED PROG.			
2197	12/22 AP 06/22/22 0397236 BERG 2 RMB SLP '22-ASL	KOENIG-MOREAU, LORI INSTRUCTOR FEE	180.00		07/01/22
2197	12/22 AP 06/17/22 0397247 BERG 2 RMB SLP '22-HAND	WHIMSICAL TWIST LETTERING WORKSHOP	130.00		07/01/22
2197	12/22 AP 06/16/22 0397222 BERG 2 RMB SLP '22-YOUNG	BAKER & TAYLOR BOOKS ADULT BOOKS	6.59		07/01/22
2197	12/22 AP 06/16/22 0397222 BERG 2 RMB SLP '22-YOUTH	BAKER & TAYLOR BOOKS BOOKS	23.95		07/01/22
2197	12/22 AP 06/13/22 0397222 BERG 2 RMB SLP '22-YOUNG	BAKER & TAYLOR BOOKS ADULT BOOKS	7.19		07/01/22
2110	12/22 AP 06/09/22 0397238 BERG 2RMB SUMMERFEST-FACE	MAKE IT UP! FACEPAINTING PAINTING	300.00		07/01/22
2110	12/22 AP 06/07/22 0397222 BERG 2 RMB SLP '22-YOUTH	BAKER & TAYLOR BOOKS BOOKS	15.58		07/01/22
2110	12/22 AP 06/06/22 0397222 BERG 2 RMB SLP '22-YOUNG	BAKER & TAYLOR BOOKS ADULT BOOKS	279.98		07/01/22
2110	12/22 AP 06/02/22 0397230 BERG 2 RMB ADVENTURE PASS	DES MOINES BOTANICAL CENTER PASSES	450.00		07/01/22
2110	12/22 AP 06/01/22 0397222 BERG 2 RMB SLP ''2-YOUTH	BAKER & TAYLOR BOOKS BOOKS	65.61		07/01/22
2110	12/22 AP 05/25/22 0397222	BAKER & TAYLOR BOOKS	9.58		07/01/22

ACCOUNT ACTIVITY LISTING PREPARED 07/12/2022, 10:22:27 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 12/2022

ROUP PO NBR NBR	ACCTGTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 G	ENERAL FUND				
	423.89-34 MISCELLANEOUS SERVICE	S / ENDOWMENT SUPPORTED PROG.	continued		
2110	BERG 2 RMB SLP '22-YOUTH 12/22 AP 05/19/22 0397222 BERG 2 RMB SLP '22-YOUTH	BOOKS BAKER & TAYLOR BOOKS BOOKS	20.36		07/01/22
2110	12/22 AP 05/18/22 0397222 BERG 2 RMB SLP '22-YOUTH		12.76		07/01/22
	ACCOUNT TOTAL		1,501.60	· 00	1,501.60
101-1061-	423.71-11 OFFICE SUPPLIES / TEC	CHNICAL PROCESSING SUPP			
2110	12/22 AP 05/13/22 0397224 9 & 12" BOOK COVER ROLLS	BRODART CO.	501.34		07/01/22
2110	12/22 AP 05/11/22 0397246 ZEBRA GX430T LABEL PRINTR	ULINE, INC.	630.83		07/01/22
	ACCOUNT TOTAL		1,132.17	00	1,132.17
101-1061-	423.81-91 PROFESSIONAL SERVICES	/ LICENSES & SERVICE CONTRT			
2110	12/22 AP 06/02/22 0397231 HARDWARE & SOFTWARE MAIN.		2,333.90		07/01/22
2110	12/22 AP 06/01/22 0397240 CATALOG AND METADATA		743.80		07/01/22
	ACCOUNT TOTAL		3,077.70	.00	3,077.70
101-1061-	423.89-20 MISCELLANEOUS SERVICE	S / ADULT BOOKS			
2197	12/22 AP 06/17/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	500.17		07/01/22
2197	12/22 AP 06/16/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	117.06		07/01/22
2197	12/22 AP 06/15/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	527.72		07/01/22
2197	12/22 AP 06/13/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	523.62		07/01/22
2110	12/22 AP 06/09/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	553.96		07/01/22
2110	12/22 AP 06/08/22 0397222 ADULT BOOKS	BAKER & TAYLOR BOOKS	92.24		07/01/22
2110	12/22 AP 06/07/22 0397222	BAKER & TAYLOR BOOKS	224.85		07/01/22
2110	ADULT BOOKS 12/22 AP 06/03/22 0397222	BAKER & TAYLOR BOOKS	381.81		07/01/22
2110	ADULT BOOKS 12/22 AP 06/02/22 0397222	BAKER & TAYLOR BOOKS	350.07		07/01/22
2110	ADULT BOOKS 12/22 AP 06/01/22 0397222	BAKER & TAYLOR BOOKS	160.16		07/01/22
2110	ADULT BOOKS 12/22 AP 05/31/22 0397222	BAKER & TAYLOR BOOKS	369.79		07/01/22

PREPARED 07/12/2022, 10:22:27 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING PAGE 5 ACCOUNTING PERIOD 12/2022

GROUP PO NBR NBF		ACTION NUMBER	DESCRIPTION		DEBITS		CURRENT BALANCE POST DT
FUND 101 G	GENERAL FUND						
	-423.89-20 MISCELLANE ADULT BOOKS	OUS SERVICE	S / ADULT BOOKS		continued		
2110	12/22 AP 05/26/22 ADULT BOOKS	0397222	BAKER & TAYLOR	BOOKS	168.65		07/01/22
2110	12/22 AP 05/25/22	0397222	BAKER & TAYLOR	BOOKS	140.15		07/01/22
2110	ADULT BOOKS 12/22 AP 05/25/22	0397222	BAKER & TAYLOR	BOOKS	165.86		07/01/22
2110	ADULT BOOKS 12/22 AP 05/24/22	0397222	BAKER & TAYLOR	BOOKS	172.05		07/01/22
2110	ADULT BOOKS 12/22 AP 05/19/22	0397222	BAKER & TAYLOR	BOOKS	481.14		07/01/22
2110	ADULT BOOKS 12/22 AP 05/18/22	0397222	BAKER & TAYLOR	BOOKS	170.56		07/01/22
	ADULT BOOKS	OUNT TOTAL			5,099.86	.00	5,099.86
	ACC	OUNI IOIAL			3,033.00	,00	3,033.00
101-1061-	-423.89-21 MISCELLANE	OUS SERVICE					
2197	12/22 AP 06/17/22 YOUNG ADULT BOOKS	0397222	BAKER & TAYLOR	BOOKS	41.04		07/01/22
2197	12/22 AP 06/16/22 YOUNG ADULT BOOKS	0397222	BAKER & TAYLOR	BOOKS	97.95		07/01/22
2197	12/22 AP 06/15/22	0397222	BAKER & TAYLOR	BOOKS	10.19		07/01/22
2197	YOUNG ADULT BOOKS 12/22 AP 06/13/22	0397222	BAKER & TAYLOR	BOOKS	85.95		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/09/22	0397222	BAKER & TAYLOR	BOOKS	40.16		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/08/22	0397222	BAKER & TAYLOR	BOOKS	46.82		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/07/22	0397222	BAKER & TAYLOR	BOOKS	137.87		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/03/22	0397222	BAKER & TAYLOR	BOOKS	15.15		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/02/22	0397222	BAKER & TAYLOR	BOOKS	5.99		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 06/01/22	0397222	BAKER & TAYLOR	BOOKS	10.25		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 05/31/22	0397222	BAKER & TAYLOR	BOOKS	89.12		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 05/25/22	0397222	BAKER & TAYLOR	BOOKS	255.94		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 05/24/22	0397222	BAKER & TAYLOR	BOOKS	63.06		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 05/19/22	0397222	BAKER & TAYLOR	BOOKS	113.73		07/01/22
2110	YOUNG ADULT BOOKS 12/22 AP 05/18/22		BAKER & TAYLOR	BOOKS	51.56		07/01/22
-	YOUNG ADULT BOOKS						. , , = -
	ACC	OUNT TOTAL			1,064.78	.00	1,064.78

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ROUP NBR 1	NBR	PER.		-TRANS	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	
										POST DT
ЛND 10:	1 GEN	ERAL F	JND							
	61-42					S / YOUTH BOOKS				
2197		12/22 YOUTH B		/17/22	0397222	BAKER & TAYLOR	BOOKS	33.39		07/01/2
2197		12/22	AP 06	/16/22	0397222	BAKER & TAYLOR	BOOKS	45.82		07/01/2
2197		YOUTH 1 12/22		/15/22	0397222	BAKER & TAYLOR	BOOKS	49.10		07/01/2
197		YOUTH H		/13/22	0397222	BAKER & TAYLOR	BOOKS	32.67		07/01/2
		YOUTH I		, 10, 11	0001.					, , ,
2110		12/22 YOUTH F		/09/22	0397222	BAKER & TAYLOR	BOOKS	37.19		07/01/2
2110		12/22	AP 06	/08/22	0397222	BAKER & TAYLOR	BOOKS	49.36		07/01/2
110		YOUTH E 12/22		/07/22	0397222	BAKER & TAYLOR	BOOKS	85.32		07/01/2
110		YOUTH E		106/22	0397222	BAKER & TAYLOR	BOOKE	996.54		07/01/2
		YOUTH F	BOOKS							, ,
110		12/22 YOUTH F		/02/22	0397222	BAKER & TAYLOR	BOOKS	37.31		07/01/2
2110		12/22	AP 06	/01/22	0397222	BAKER & TAYLOR	BOOKS	23.35		07/01/22
2110		YOUTH F		/31/22	0397222	BAKER & TAYLOR	BOOKS	14.37		07/01/2
110		YOUTH H		/25/22	0397222	BAKER & TAYLOR	BOOKS	25.74		07/01/22
		YOUTH E	BOOKS							
2110		12/22 YOUTH H		/25/22	0397237	LIBRARY IDEAS,	LLC	805.69		07/01/22
2110		12/22 YOUTH B		/24/22	0397222	BAKER & TAYLOR	BOOKS	90.93		07/01/22
110		12/22	AP 05	/23/22	0397222	BAKER & TAYLOR	BOOKS	690.30		07/01/22
110		YOUTH H 12/22		/19/22	0397222	BAKER & TAYLOR	BOOKS	10.25		07/01/22
110		YOUTH F		/18/22	0397222	BAKER & TAYLOR	BOOKS	74.86		07/01/22
		YOUTH E	BOOKS							
110		12/22 YOUTH B		/17/22	0397222	BAKER & TAYLOR	BOOKS	20.50		07/01/22
2110			AP 05	/17/22	0397248	WORLD BOOK SCHO	OOL AND LIBRARY	259.00		07/01/22
2110		12/22	AP 04	/14/22	0397248	WORLD BOOK SCHO	OOL AND LIBRARY	249.00		07/01/22
		YOUTH E	BOOKS							
				ACC	OUNT TOTAL			3,630.69	00	3,630.6
.01-106	61-42	13.89-23	MISC	ELLANE	OUS SERVICE	S / LARGE PRINT	BOOKS			
2197		12/22	AP 06	/15/22		BAKER & TAYLOR		24.51		07/01/22
197		LARGE I	AP 06	/13/22	0397222	BAKER & TAYLOR	BOOKS	127.39		07/01/22

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ROUP PO NBR NBR			TRANS	ACTION NUMBER	DESCRIPTION		DEB:	ITS	CREDITS	CURREN BALANC POST DT
UND 101 G			CELLAND	OUG GERVIOE	a / INDOE DRING	BOOKE	continued			
101-1061- 2197				00S SERVICE:	S / LARGE PRINT CENGAGE LEARNI		96.	56		07/01/2
2137	LARGE 1			0337220	CENGAGE DEARNI	NO INC	50	30		0,,01,2
2110				0397226	CENGAGE LEARNI	NG INC	21.	00		07/01/2
	LARGE									07/04/0
2110	12/22 LARGE 1			0397222	BAKER & TAYLOR	BOOKS	206.	19		07/01/2
2110				0397226	CENGAGE LEARNI	NG INC	26.	59		07/01/2
	LARGE 1									
2110				0397222	BAKER & TAYLOR	BOOKS	36.0	50		07/01/2
2110	LARGE 1			0207006	CENGAGE LEARNI	NG TNG	25.:	1.0		07/01/2
2110	LARGE 1			0397226	CENGAGE LEARNI	NG INC	23	1.9		07/01/2
2110				0397226	CENGAGE LEARNI	NG INC	91.6	56		07/01/2
	LARGE 1	PRINT	BOOKS							
2110				0397227	CENTER POINT L	ARGE PRINT	47.9	94		07/01/2
2110	LARGE 1			0397222	BAKER & TAYLOR	BOOKS	18.6	s n		07/01/2
.110	LARGE 1			0391222	BAKEK & TATBOK	DOORS	10.			0,,01,2
2110				0397226	CENGAGE LEARNI	NG INC	25.3	L9		07/01/2
	LARGE 1									/ /-
2110				0397222	BAKER & TAYLOR	BOOKS	29.5	52		07/01/2
2110	LARGE 1			0397226	CENGAGE LEARNI	NG TNC	18.3	1.9		07/01/2
	LARGE 1									
			ACC	OUNT TOTAL			795.0)3	100	795.0
101 1061	422 00 2	MTC	ORI I ANE	OUG CERVICE	S / ADULT AUDIO					
101-1061- <i>1</i> 2197				0397222	BAKER & TAYLOR		28.0)4		07/01/2
	ADULT (003,222						
2110				0397222	BAKER & TAYLOR	BOOKS	22.0	0.0		07/01/2
2110	ADULT (0207222	DAVED C MANIOD	DAMEDO A TAMBAO	10.3			07/01/2
2110	ADULT (0397223	BAKER & TAILOR	ENTERTAINMENT	10	.0		07/01/2
2110				0397222	BAKER & TAYLOR	BOOKS	46.	74		07/01/2
	ADULT (CD BO	OKS							
2110				0397222	BAKER & TAYLOR	BOOKS	21.9	99		07/01/2
2110	ADULT (0397223	DAVED C TAVIOD	ENTERTAINMENT	11.8	19		07/01/2
1110	ADULT (0391223	DAKEK & IAILOK	BNIBKIAINEMI	11.0	, ,		0,,01,2
2110				0397222	BAKER & TAYLOR	BOOKS	13.7	74		07/01/2
	ADULT (05/07/0
2110				0397223	BAKER & TAYLOR	ENTERTAINMENT	11.6	38		07/01/2
2110	ADULT (0397223	BAKER & TAYLOR	ENTERTAINMENT	9.3	33		07/01/2
	ADULT (000/220			J.,	· =		,,
110	12/22	AP 0	5/18/22	0397222	BAKER & TAYLOR	BOOKS	53.3	33		07/01/2
2110	ADULT (D MU AP 0	SIC 5/18/22	0397223	BAKER & TAYLOR BAKER & TAYLOR					

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	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
	1 GENERAL FUND 61-423.89-24 MISCELLANEOUS SERVIC	ES / ADULT AUDIO	continued		
	ACCOUNT TOTAL	•	229.11	00	229.11
101-10	61-423.89-25 MISCELLANEOUS SERVIC	ES / ADULT VIDEO			
2197	12/22 AP 06/20/22 0397223 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	239.28		07/01/22
2197	12/22 AP 06/17/22 0397223 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	99,31		07/01/22
2197	12/22 AP 06/15/22 0397223 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	263,01		07/01/22
2110	12/22 AP 06/09/22 0397223 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	36.37		07/01/22
2110	12/22 AP 06/08/22 0397223	BAKER & TAYLOR ENTERTAINMENT	236.49		07/01/22
2110	ADULT VIDEOS 12/22 AP 06/03/22 0397223	BAKER & TAYLOR ENTERTAINMENT	13.99		07/01/22
2110	ADULT VIDEOS 12/22 AP 06/03/22 0397223	BAKER & TAYLOR ENTERTAINMENT	55.96		07/01/22
2110	ADULT VIDEOS 12/22 AP 06/01/22 0397223	BAKER & TAYLOR ENTERTAINMENT	13.99		07/01/22
2110	ADULT VIDEOS 12/22 AP 05/31/22 0397223	BAKER & TAYLOR ENTERTAINMENT	32 13		07/01/22
2110	ADULT VIDEOS 12/22 AP 05/31/22 0397223	BAKER & TAYLOR ENTERTAINMENT	27.29		07/01/22
2110	ADULT VIDEOS 12/22 AP 05/18/22 0397223	BAKER & TAYLOR ENTERTAINMENT	164.41		07/01/22
2110	ADULT VIDEOS 12/22 AP 05/16/22 0397223	BAKER & TAYLOR ENTERTAINMENT	41.98		07/01/22
	ADULT VIDEOS				
	ACCOUNT TOTAL		1,224.21	∞ 0 0	1,224.21
101-10 2197	61-423.89-26 MISCELLANEOUS SERVIC 12/22 AP 06/17/22 0397234	ES / NON-PRINT RESOURCES INGRAM ENTERTAINMENT INC.	46.99		07/01/22
2110	YOUNG ADULT VIDEO GAMES 12/22 AP 06/09/22 0397234	INGRAM ENTERTAINMENT INC	106.98		07/01/22
	ADULT VIDEO GAMES				
2110	12/22 AP 06/08/22 0397234 ADULT VIDEO GAMES	INGRAM ENTERTAINMENT INC.	190.73		07/01/22
2110	12/22 AP 06/08/22 0397234 YOUNG ADULT VIDEO GAMES	INGRAM ENTERTAINMENT INC.	60.23		07/01/22
2110	12/22 AP 06/01/22 0397235 CREATIVEBUG FY22 RENEWAL	JO-ANN STORES, LLC 06/22-05/23	1,500.00		07/01/22
2110	12/22 AP 05/25/22 0397234 ADULT VIDEO GAMES	INGRAM ENTERTAINMENT INC.	36.99		07/01/22
2110	12/22 AP 05/25/22 0397234 YOUNG ADULT VIDEO GAMES	INGRAM ENTERTAINMENT INC.	116.96		07/01/22
2110	12/22 AP 05/24/22 0397234	INGRAM ENTERTAINMENT INC.	66.99		07/01/22

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PROGRAM GM360L CITY OF CEDAR FALLS

PAGE 9 ACCOUNTING PERIOD 12/2022

CLTY	OF CEL	AR FALLS	5									
GROUP NBR		ACCTG PER.				IBER	DESCRIPTION			DEBITS	CREDIT	CURRENT S BALANCE
		NERAL FU 23.89-26 ADULT N	MIS		OUS SER	RVICE	S / NON-PRINT R	ESOURCES		continued		
2110			AP 0	5/24/22	039723	34	INGRAM ENTERTA	INMENT INC.		66.99		07/01/22
2110		12/22 YOUNG A	AP 0	5/18/22		14	INGRAM ENTERTA	INMENT INC.		86.98		07/01/22
2110		12/22 ONLINE	AP 0	5/15/22		9	DEARREADER.COM	SCRIPTION 6/1/22	2	485.00		07/01/22
9		01/23	AP 0	1/22/22	039723 ERITAGE		NEWSBANK, INC	/2022-06/30/2023		2,313,00		07/01/22
				ACC	OUNT TO	TAL				5,077.84	. 00	5,077.84
101-: 9			AP 0	5/12/22	039724	3	S / PERIODICALS PEOPLE MAGAZIN			126.54		07/01/22
				ACC	COUNT TO	TAL				126.54	.00	126.54
							g / WOWNII BUIDTO					
2197			AP 0	5/13/22			S / YOUTH AUDIO BAKER & TAYLOR			21.99		07/01/22
				ACC	OUNT TO	TAL				21.99	.00	21.99
101	1061 4	22 00 24	. мтс	טואג ד דשי	OIIC CED	OUT CE	s / YOUTH VIDEO					
2110		12/22 YOUTH V	AP 0	/16/22						20.99		07/01/22
2110			AP 0	5/13/22	039722	:3	BAKER & TAYLOR	ENTERTAINMENT		69.97		07/01/22
				ACC	OUNT TO	TAL				90.96	.00	90.96
101	1061 4	02 00 25	NT O		lotta ann		a / vorma anum	AUDIO				
2197		12/22 YOUNG A	AP 0	5/17/22	039722		S / YOUNG ADULT BAKER & TAYLOR			23.09		07/01/22
2197		12/22	AP 0	5/15/22	039722	2	BAKER & TAYLOR	BOOKS		21.99		07/01/22
2110		YOUNG A 12/22 YOUNG A	AP 0	5/25/22	039722	2	BAKER & TAYLOR	BOOKS		38.48		07/01/22
				ACC	OUNT TO	TAL				83.56	.00	83.56
101	1061 1	D3 00 30	MIG	ייא א זיחר	יסנום פייים	TTT (177)	S / YOUNG ADULT	VIDEO				
2197							BAKER & TAYLOR			17.49		07/01/22

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ROUP PO NBR NBF	R PER. CD DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURREN BALANC
							1001 01
	GENERAL FUND						
101-1061-	-423.89-38 MISCELLANE YOUNG ADULT VIDEOS		S / YOUNG ADULT	AIDEO	continued		
2110	12/22 AP 06/03/22		BAKER & TAYLOR	ENTERTAINMENT	24.49		07/01/2
	YOUNG ADULT VIDEOS						/ /-
2110	12/22 AP 05/27/22 YOUNG ADULT VIDEOS		BAKER & TAYLOR	ENTERTAINMENT	41.99		07/01/2
2110	12/22 AP 05/25/22		BAKER & TAYLOR	ENTERTAINMENT	27.98		07/01/2
	YOUNG ADULT VIDEOS						
2110	12/22 AP 05/23/22		BAKER & TAYLOR	ENTERTAINMENT	76.25		07/01/2
2110	YOUNG ADULT VIDEOS 12/22 AP 05/19/22		BAKER & TAYLOR	PNTPPTATNMENT	279.89		07/01/2
2110	YOUNG ADULT VIDEOS		DARDIK & IMILOR	THE THE THE TANK TO THE TANK T	273.03		01,02,2
2110	12/22 AP 05/18/22		BAKER & TAYLOR	ENTERTAINMENT	97.98		07/01/2
	YOUNG ADULT VIDEOS				46 52		07/01/0
2110	12/22 AP 05/13/22 YOUNG ADULT VIDEOS		BAKER & TAYLOR	ENTERTAINMENT	46.53		07/01/2
	TOUNG ADOLI VIDIOS						
	ACC	OUNT TOTAL			612.60	.,00	612.6
L01-1061-	-423.89-42 MISCELLANE	OUS SERVICE	S / ADULT E-MATE	ERIALS			
2197	12/22 AP 06/21/22		OVERDRIVE, INC.		29,99		07/01/2
	ADULT E-BOOKS				500-05		07/01/0
2197	12/22 AP 06/16/22 ADULT E-BOOKS	0397242	OVERDRIVE, INC.	•	692.06		07/01/2
2197	12/22 AP 06/14/22	0397242	OVERDRIVE, INC.		545-14		07/01/2
	ADULT E-BOOKS						
2197	12/22 AP 06/14/22	0397242	OVERDRIVE, INC.	•	27.50		07/01/2
2197	ADULT E-BOOKS 12/22 AP 06/14/22	0397242	OVERDRIVE, INC.		65.50		07/01/2
.171	ADULT E-BOOKS	0337242	OVERDREVE, INC.		03.50		0.,01,1
2197	12/22 AP 06/14/22	0397242	OVERDRIVE, INC.		92.50		07/01/2
	ADULT E-BOOKS	0200040	OVERDED THE		28.48		07/01/2
2110	12/22 AP 06/06/22 ADULT E-BOOKS	0397242	OVERDRIVE, INC.		26,46		07/01/2
2110	12/22 AP 06/01/22	0397242	OVERDRIVE, INC.	i.	652.76		07/01/2
	ADULT E-BOOKS						/ /
2197	12/22 AP 06/01/22	0397242	OVERDRIVE, INC.		27.50		07/01/2
2110	ADULT E-BOOKS 12/22 AP 05/31/22	0397242	OVERDRIVE, INC.		299.97		07/01/2
	ADULT E-BOOKS	000,212	0 7 11 11 11 11 11 11 11 11 11 11 11 11 1				,,.
2110	12/22 AP 05/20/22	0397242	OVERDRIVE, INC.		290.38		07/01/2
	ADULT E-BOOKS	0307242	OVERDRIVE INC		59.99		07/01/2
2110	12/22 AP 05/20/22 ADULT E-BOOKS	0391242	OVERDRIVE, INC.		57.77		01/01/2
2197	12/22 AP 05/06/22	0397242	OVERDRIVE, INC.		47.99		07/01/2
	ADULT E-BOOKS						/ /-
2197	12/22 AP 04/22/22	0397242	OVERDRIVE, INC.		27.50		07/01/2
	ADULT E-BOOKS	0397242	OVERDRIVE, INC.		65.00		07/01/2

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PROGRAM GM360L CITY OF CEDAR FALLS

ROUP PO NBR NBR	ACCTGTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
מוווס 101 ב	ENERAL FUND				
101-1061-	423.89-42 MISCELLANEOUS SERVIC	ES / ADULT E-MATERIALS	continued		
2197	ADULT E-BOOKS 12/22 AP 03/24/22 0397242	OVERDRIVE, INC.	51.33		07/01/22
	ADULT E-BOOKS		110.00		07/01/00
2197	12/22 AP 03/10/22 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	119.99		07/01/22
2197	12/22 AP 03/08/22 0397242	OVERDRIVE, INC.	54.99		07/01/22
2197	ADULT E-BOOKS 12/22 AP 02/04/22 0397242	OVERDRIVE, INC.	63.99		07/01/22
	ADULT E-BOOKS		65.00		07/07/00
2197	12/22 AP 01/20/22 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	65.00		07/01/22
2197	12/22 AP 01/13/22 0397242	OVERDRIVE, INC.	27.50		07/01/22
2197	ADULT E-BOOKS 12/22 AP 01/04/22 0397242	OVERDRIVE, INC.	79.99		07/01/22
	ADULT E-BOOKS	,			
2197	12/22 AP 12/22/21 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	47.50		07/01/22
2197	12/22 AP 12/13/21 0397242	OVERDRIVE, INC.	47.50		07/01/22
2197	ADULT E-BOOKS 12/22 AP 12/02/21 0397242	OVERDRIVE, INC.	28.50		07/01/22
2197	ADULT E-BOOKS	OVERDRIVE, INC.			. , . ,
2197	12/22 AP 11/16/21 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	130.00		07/01/22
2197	12/22 AP 11/04/21 0397242	OVERDRIVE, INC.	124.99		07/01/22
0100	ADULT E-BOOKS	OVERDRIVE, INC.	28.50		07/01/22
2197	12/22 AP 10/22/21 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	26.30		07/01/22
2197	12/22 AP 10/11/21 0397242	OVERDRIVE, INC.	92.50		07/01/22
2197	ADULT E-BOOKS 12/22 AP 10/04/21 0397242	OVERDRIVE, INC.	103.49		07/01/22
0105	ADULT E-BOOKS	OMEDDO THE THO	307.94		07/01/22
2197	12/22 AP 09/24/21 0397242 ADULT E-BOOKS	OVERDRIVE, INC.	307.94		07/01/22
2197	12/22 AP 09/01/21 0397242 OVERDRIVE ADVANTAGE	OVERDRIVE, INC. COLLECTION FEE	250.00		07/01/22
	OVERDRIVE ADVANTAGE	COLLECTION FEE			
	ACCOUNT TOTAL		4,575.97	0.0	4,575.97
101-1061-	423.89-44 MISCELLANEOUS SERVIC	ES / YOUNG ADULT E-MATERIALS			
2110	12/22 AP 05/31/22 0397242	OVERDRIVE, INC.	249.00		07/01/22
2110	YOUNG ADULT E-BOOKS 12/22 AP 05/18/22 0397242	OVERDRIVE, INC.	1,161.29		07/01/22
2110	YOUNG ADULT E-BOOKS	OVERDREVE, INC.	1,141.25		0.,01/22
	A COLUMN TOTAL		1,410.29	200	1,410.29
	ACCOUNT TOTAL		1,410.23	~ 00	1,410.23

101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS

ACCOUNT ACTIVITY LISTING PREPARED 07/12/2022, 10:22:27 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 12/2022

ROUP PO		DEBITS	CURREN CREDITS BALANCPOST DT
	ENERAL FUND		
	423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIAL		07/01/0
2110	12/22 AP 05/20/22 0397242 OVERDRIVE, INC. YOUTH E-BOOKS	898.62	07/01/2
	ACCOUNT TOTAL	898.62	.00 898.6
101-1158-	441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNER.		
2250	12/22 AP 05/10/22 0397199 COMMUNITY MAIN STRE ANNUAL MEETING & LUNCH	ET 15.00	06/29/2
	ACCOUNT TOTAL	15.00	.00 15.0
101-1199-	421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTU	RAL SERVICE	
2250	12/22 AP 03/10/22 0397203 METRICK-CHEN, LENOR: EXHIBITION LOAN FEE. 2ND PMTRE-ISSUE	E 1,750.00	06/29/2
	ACCOUNT TOTAL	1,750.00	1,750.0
101-1199-	421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY	STATE AID	
2110	12/22 AP 06/02/22 0397222 BAKER & TAYLOR BOOKS YOUTH BOOKS (IEEE STEM)		07/01/2
2110	12/22 AP 05/18/22 0397222 BAKER & TAYLOR BOOK: YOUTH BOOKS (IEEE STEM)	S 33.75	07/01/2
	ACCOUNT TOTAL	41.73	.00 41.7
101-1199-	441.81-03 PROFESSIONAL SERVICES / RECORDING FEES		
50	01/23 AP 07/05/22 0397280 BLACK HAWK CO.RECORD RCD:LIEN RELEASE B.DEKOCK-1122		07/11/2
50	01/23 AP 07/05/22 0397280 BLACK HAWK CO.RECOR RCD:LIEN RELEASE DEKOCK-2413 OL:	DER 7.00	07/11/22
	ACCOUNT TOTAL	14.00	.00 14.0
	441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY		
2283	12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES THRU 06/09/22	ES 171.11	07/01/23
2181	12/22 AP 06/02/22 0006296 PROFESSIONAL SOLUTION MAY CREDIT CARD FEES	ONS 38.09	07/05/2
	ACCOUNT TOTAL	209.20	.00 209.20
101-2235-	412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT		
2181	12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SER	VICES, INC 10.00	07/05/2

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE _____ POST DT ----FUND 101 GENERAL FUND 101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT continued HEALTH INS. REIMBURSEMENT 10.00 .00 10.00 ACCOUNT TOTAL 101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 12/22 AP 06/02/22 0006300 PROFESSIONAL SOLUTIONS 888.19 07/05/22 2181 MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006301 PROFESSIONAL SOLUTIONS 470.19 07/05/22 2181 MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006296 PROFESSIONAL SOLUTIONS .46 07/05/22 2181 MAY CREDIT CARD FEES . 00 ACCOUNT TOTAL 1.358.84 1,358.84 101-2253-423.85-01 UTILITIES / UTILITIES 07/01/22 5,792.40 2283 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES UTILITIES THRU 06/09/22 5,792.40 .00 5,792.40 ACCOUNT TOTAL 101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 07/01/22 22,972.18 2283 UTILITIES THRU 06/09/22 .00 22,972.18 22,972,18 ACCOUNT TOTAL 101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS 07/11/22 01/23 AP 07/07/22 0397279 BILL HANSON 110.00 5.0 REFUND-SHELTER RENTAL 110.00 .00 110.00 ACCOUNT TOTAL 101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES PROFESSIONAL SOLUTIONS 123,90 07/05/22 2181 12/22 AP 06/02/22 0006303 MAY CREDIT CARD FEES 07/05/22 2181 12/22 AP 06/02/22 0006304 PROFESSIONAL SOLUTIONS 213.28 MAY CREDIT CARD FEES 2181 12/22 AP 06/02/22 0006306 PROFESSIONAL SOLUTIONS 2,121.22 07/05/22 MAY CREDIT CARD FEES 07/05/22 2181 12/22 AP 06/02/22 0006297 PROFESSIONAL SOLUTIONS 315.42 MAY CREDIT CARD FEES 2,773.82 2,773.82 ACCOUNT TOTAL .00

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PROGRAM (EDAR FALLS	ACCOUNT NETTV	III DISIING		ACCOUNTING PERIOD 12/2022		
GROUP PO	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE		
101-2280	SENERAL FUND -423.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 UTILITIES THRU 06/09/22		888.24		07/01/22		
	ACCOUNT TOTAL		888.24	⊚, 00	888.24		
101-2280 2283	423.89-14 MISCELLANEOUS SERVICE 12/22 AP 06/28/22 0397213 REFUND-SECURITY DEPOSIT		500.00		07/01/22		
	ACCOUNT TOTAL		500.00	.00	500.00		
101-2280- 2181	423.89-15 MISCELLANEOUS SERVICE 12/22 AP 06/10/22 0006262	S / CREDIT CARD CHARGES CLOVER APP	12.66		07/05/22		
2181	MERCHANT SUBSCRIPTION FEE 12/22 AP 06/02/22 0006299	PROFESSIONAL SOLUTIONS	81.01		07/05/22		
2181	MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006307	PROFESSIONAL SOLUTIONS	6.95		07/05/22		
2181	MAY CREDIT CARD FEES 12/22 AF 06/02/22 0006297 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	109.76		07/05/22		
	ACCOUNT TOTAL		210.38	. 00	210.38		
101-4511- 2283	414.83-06 TRANSPORTATION&EDUCAT 12/22 AP 06/11/22 0397217 RMB:FO2 STUDY APPLICATION		10.69		07/01/22		
	ACCOUNT TOTAL		10.69	⊚ 00	10.69		
	414.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 UTILITIES THRU 06/09/22		5.25		07/01/22		
	ACCOUNT TOTAL		5.25	8, 00	5.25		
	414.89-14 MISCELLANEOUS SERVICE 12/22 AP 06/27/22 0397206 REF:RENTAL-2416 OLIVE ST.		170.00		06/29/22		
	ACCOUNT TOTAL		170.00	.00	170.00		
	415.64-02 INSURANCE / HEALTH IN 12/22 AP 06/16/22 0006290		INC 50.45		07/05/22		

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CITY OF C	EDAR FALLS				
GROUP P		PROGREDMIAN	DEBITS	CREDITS	CURRENT BALANCE
NBR NB	R PER. CD DATE NUMBER	DESCRIPTION		CKEDIIS	
				(FOST DI
EIND 101	GENERAL FUND				
		TION / TRAVEL (FOOD/MILEAGE/LOD) continued		
2306	12/22 AP 06/24/22 0397277	ABBOTT, MARISSA	202.02		07/11/22
2300	RMB:TRAVEL-FTO SCHOOL	JOHNSTON			,,
2302	12/22 AP 06/23/22 0397269	REIMERS, LIESEL	67.66		07/07/22
2502	RMB:MEALS-SCHOOL SAFETY	DES MOINES			, ,
	ACCOUNT TOTAL		392.61	. 00	392.61
	-415.83-08 TRANSPORTATION&EDUCA				
2302	12/22 AP 06/30/22 0397271	SCHARNAU, DYLAN	319.56		07/07/22
	RMB:FUEL-ILEA ACADEMY	JOHNSTON	0.05 0.0		05/05/05
20	01/23 AP 06/29/22 0397201	LUCK, ASHLEY	285.00		06/29/22
	RMB:MEALS-JULY-CR ACADEMY	PER DIEM			
	ACCOUNT TOTAL		604.56	00	604.56
	ACCOUNT TOTAL		004.50	.00	004.50
101-5521	-415.89-40 MISCELLANEOUS SERVIC	ES / UNIFORM ALLOWANCE			
2302	12/22 AP 06/30/22 0397251	BELLIS, RYAN	26.70		07/07/22
	RMB:UNIFORM ALLOWANCE	SCHEELS			
2302	12/22 AP 06/30/22 0397273	SCHREIBER, KURT	57.53		07/07/22
	RMB:UNIFORM ALLOWANCE	KOHL'S			
2302	12/22 AP 06/30/22 0397274	SITZMANN, JEFF	44.06		07/07/22
	RMB:UNIFORM ALLOWANCE	KOHL'S			
2302	12/22 AP 06/26/22 0397258	GETZ, JOSH	101.64		07/07/22
	RMB:UNIFORM ALLOWANCE	AMAZON.COM			05/05/00
2302	12/22 AP 06/22/22 0397262	HOEFT, MORGAN	176.24		07/07/22
	RMB:UNIFORM ALLOWANCE	AMAZON.COM	242.12		07/07/22
2302	12/22 AP 06/22/22 0397268	REA, KARI	242.12		07/07/22
2302	RMB:UNIFORM ALLOWANCE	SCHEELS SCHREIBER, KURT	149.80		07/07/22
2302	12/22 AP 06/22/22 0397273 RMB:UNIFORM ALLOWANCE	SCHEELS	149.00		07/07/22
2302	12/22 AP 06/21/22 0397276	YATES, KELLI	80.92		07/07/22
2302	RMB:UNIFORM ALLOWANCE	AMAZON.COM	00.52		01/01/22
2302	12/22 AP 06/20/22 0397266	MADSEN, BRANDEN	85.59		07/07/22
2302	RMB:UNIFORM ALLOWANCE	BROWN'S SHOE FIT			,,
2302	12/22 AP 06/19/22 0397257	FEY, THOMAS	248.34		07/07/22
	RMB:UNIFORM ALLOWANCE	VIKTOS.COM			
2302	12/22 AP 06/18/22 0397258	GETZ, JOSH	137.79		07/07/22
	RMB:UNIFORM ALLOWANCE	SCHEELS			
2302	12/22 AP 06/18/22 0397270	RUSSELL, PRESTON	58.85		07/07/22
	RMB: UNIFORM ALLOWANCE	SCHEELS			
2302	12/22 AP 06/16/22 0397259	HELGESON, BROOKE	282.34		07/07/22
	RMB:UNIFORM ALLOWANCE	TARGET			
2302	12/22 AP 06/15/22 0397265	LECHTENBERG, AUSTIN	11.58		07/07/22
	RMB:UNIFORM ALLOWANCE	COVERALL EMBROIDERY			0= (0= /==
2302	12/22 AP 06/14/22 0397260	HEUER, BROOKE	84.72		07/07/22
0000	RMB:UNIFORM ALLOWANCE	UNDER ARMOUR.COM	50.40		07/07/00
2302	12/22 AP 06/13/22 0397260	HEUER, BROOKE	58.48		07/07/22

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE _____ POST DT ----FUND 101 GENERAL FUND 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE continued RMB:UNIFORM ALLOWANCE GALLS 12/22 AP 06/10/22 0397253 BROWN, DEREK 103.75 07/07/22 RMB:UNIFORM ALLOWANCE AMAZON.COM 41.92 07/07/22 12/22 AP 06/07/22 0397256 FERGUSON, CLINTON 2302 RMB:UNIFORM ALLOWANCE MTNOPS.COM FERGUSON, CLINTON 82.22 07/07/22 2302 12/22 AP 06/07/22 0397256 FANATICS.COM RMB:UNIFORM ALLOWANCE 2302 12/22 AP 05/06/22 0397263 HOFFA, HANNAH 192.60 07/07/22 5.11 TACTICAL RMB:UNIFORM ALLOWANCE 12/22 AP 01/08/22 0397266 07/07/22 2302 MADSEN, BRANDEN 182.32 RMB:UNIFORM ALLOWANCE KOHL'S MADSEN, BRANDEN 153.55 07/07/22 2302 12/22 AP 01/08/22 0397266 RMB:UNIFORM ALLOWANCE KOHL'S 2,603.06 . 00 2,603.06 ACCOUNT TOTAL 101-5521-415.89-43 MISCELLANEOUS SERVICES / BUY MONEY 01/23 AP 07/01/22 0397215 PETTY CASH 1 000 00 07/01/22 23 BUY MONEY .00 ACCOUNT TOTAL 1,000.00 1.000.00 101-6613-433.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 305.31 07/01/22 2283 UTILITIES THRU 06/09/22 ACCOUNT TOTAL 305.31 .00 305.31 101-6616-446.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 6,209.14 07/01/22 2283 UTILITIES THRU 06/09/22 6,209.14 .00 6,209,14 ACCOUNT TOTAL 101-6623-423.85-01 UTILITIES / UTILITIES 07/01/22 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 319.25 UTILITIES THRU 06/09/22 .00 ACCOUNT TOTAL 319.25 319.25 101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 13.90 07/05/22 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC 5.90 07/05/22

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE POST DT ---FUND 101 GENERAL FUND 101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT continued HEALTH INS. REIMBURSEMENT 200 ACCOUNT TOTAL 19.80 19.80 101-6633-423.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 1,274.69 07/01/22 2283 UTILITIES THRU 06/09/22 1,274.69 1,274.69 ACCOUNT TOTAL .00 FUND TOTAL 104,033.52 104,033.52 FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 40.00 07/05/22 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC 13.52 07/05/22 HEALTH INS. REIMBURSEMENT ACCOUNT TOTAL 53.52 .00 53.52 206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 137.06 07/01/22 UTILITIES THRU 06/09/22 ACCOUNT TOTAL 137.06 .00 137.06 206-6637-436.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 47.39 07/01/22 UTILITIES THRU 06/09/22 ACCOUNT TOTAL 47.39 .00 47.39 206-6647-436.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES 766.54 07/01/22 2283 UTILITIES THRU 06/09/22 ACCOUNT TOTAL 766.54 .00 766.54 1,004.51 .00 1.004.51 FUND TOTAL

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ROUP I	PO ACCI BR PEF	G . CD	TRANSAC DATE	TION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 215	HOSPITAL	FUND						
FUND 216	POLICE E	LOCK G	RANT FUNI)				
			ING FUND					
217-2214	4-432.89-	61 MIS	CELLANEOU	JS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED			
21			7/01/22 0	038650	RINNELS, DOUGLAS G.	304.00		06/30/22
21			L 072022	038602	CHESTNUT, SHAWN	489.00		06/30/22
21			//01/22 C L N 07202		CHESINOI, SHAWN	489.00		00/30/22
21			7/01/22		EXCEPTIONAL PERSONS, INC.	320.00		06/30/22
			g J 07202					
21			7/01/22 0	038614	EXCEPTIONAL PERSONS, INC.	388.00		06/30/22
			A 072022					
21			7/01/22 0	038614	EXCEPTIONAL PERSONS, INC.	424.00		06/30/22
21			072022 7/01/22 0	0020614	EXCEPTIONAL PERSONS, INC.	190.00		06/30/22
21			n B 07202		EXCEPTIONAL PERSONS, INC.	190.00		00/30/22
21			7/01/22 0		EXCEPTIONAL PERSONS, INC.	420.00		06/30/22
			072022					,,
21			7/01/22 0	038614	EXCEPTIONAL PERSONS, INC.	115.00		06/30/22
			072022					
21			7/01/22 0	038621	GOLD FALLS VILLA	460.00		06/30/22
			072022					
21			7/01/22 0	038617	GEELAN, JOSEPH N.	369.00		06/30/22
0.3			F 072022	020615	CERTAN TOGERN N	380.00		06/20/22
21		uhl A	7/01/22 0	1038617	GEELAN, JOSEPH N.	380.00		06/30/22
21			7/01/22 C	1038593	BARTELT PROPERTIES L.C.	1,018.00		06/30/22
21			072022	.030333	Difference of the second second	1,010.00		00,00,22
21			7/01/22 0	038593	BARTELT PROPERTIES L.C.	509.00		06/30/22
		uck L						
21			7/01/22 0		BARTELT PROPERTIES L.C.	553.00		06/30/22
			d C 07202					/ /
21			7/01/22 0	038611	EDGE MANAGEMENT GROUP, LLC	764.00		06/30/22
21			072022 7/01/22 0	020660	VALDIVIA, OSCAR J.	1,049.00		06/30/22
21			072022	030000	VALIDIVIA, OSCAR U.	1,049.00		00/30/22
21			7/01/22 0	038606	COOK CO.HOUSING AUTHORITY	205.00		06/30/22
			in K 0720			200700		**/**/
21			7/01/22 0		WILKEN PROPERTIES, LLC	536.00		06/30/22
			K 072022					
21			7/01/22 0		PURDY PROPERTIES, LLC	933.00		06/30/22
			s A 07202					
21			7/01/22 0	038595	BETH N BROS LLC	853.00		06/30/22
0.7			072022	00000	D C I DOODDERING	314.00		06/30/22
21			7/01/22 0 5 072022	038609	D & J PROPERTIES	314.00		06/30/22
21			7/01/22 0	038609	D & J PROPERTIES	336.00		06/30/22
2 =			г 072022			220.00		55,55,52
21				038609	D & J PROPERTIES	464.00		06/30/22
		edd S						
			7/01/22 0		D & J PROPERTIES	495.00		06/30/22

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CITY OF CEDAR FALLS

ROUP	PO	ACCTG		TRANS	ACTION			CURRE
IBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS BALAN
		~~~~~						POST DT -
ממו	17 SE	CTION 8	HOUS	ING FUN	D			
						s / HOUS.ASSIST PMTS-OCCUPI	ED continued	
				072022		,	3311311231	
21						D & J PROPERTIES	1,000.00	06/30/
				072022				
21						CV PROPERTIES, LLC	509.00	06/30/2
					2			
21		01/23	AP 0	7/01/22	0038608	CV PROPERTIES, LLC	383.00	06/30/:
		HAP Bar	r G	072022				
21		01/23	AP 0	7/01/22	0038653	STANDARD FAMILY ASSIST.LIV	ING 261.00	06/30/2
				ge T 07				
21					0038599	CEDAR APARTMENTS LLC	233.00	06/30/2
				C 0720				
21					0038599	CEDAR APARTMENTS LLC	154.00	06/30/2
				th D 07				
21					0038625	HAUS TO HOME INVESTMENTS	285.00	06/30/2
		HAP_Lel				a	<b>753.00</b>	05/20/
21					0038656	SWEETING, LARRY	753.00	06/30/2
0.1					72022	MILITADED DIDGE OF ADADOMENT	'S L 134.00	06/20/
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 134.00	06/30/2
2.1				072022	0038659	THUNDER RIDGE SR.APARTMENT	S L 458.00	06/30/
21				S 0720		THUNDER RIDGE SK.APARIMENT	э L 456,00	00/30/.
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 171.00	06/30/2
21				C 07202		THOMBER RIDGE SK.AFARIMENT	171.00	00/30/2
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 257.00	06/30/2
2 1				R 0720			23	00,00,
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 280.00	06/30/2
				P 0720				
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 499.00	06/30/2
		HAP Gra	ives	D 07202	2			
21		01/23	AP 0	7/01/22	0038659	THUNDER RIDGE SR.APARTMENT	S L 422.00	06/30/2
		HAP_Goo						
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 368.00	06/30/2
				S 07202				
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 287.00	06/30/2
		HAP_For						0.5 / 0.0 / 0
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 497.00	06/30/2
				S 0720		WILLIAM DEDGE OF A PARTICULAR	7.7	05/20/5
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 466.00	06/30/2
21				S 07202	0038659	THUNDER RIDGE SR.APARTMENT	S L 439.00	06/30/2
21				and L 0		THONDER RIDGE SK.AFARIMENT	3 11 439.00	00/30/2
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 215.00	06/30/2
2 1				H 07202				00,00,1
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 211.00	06/30/2
				s L 072				00,00,
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 405.00	06/30/2
				B 07202				33,53,5
21					0038659	THUNDER RIDGE SR.APARTMENT	S L 503.00	06/30/2
				R 07202				

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS ASSIST PMTS-OCCUPIED continued THUNDER RIDGE SR.APARTMENTS L 193.00 06/30/22 01/23 AP 07/01/22 0038659 21 HAP Stock M 072022 222.00 06/30/22 21 01/23 AP 07/01/22 0038659 THUNDER RIDGE SR.APARTMENTS L HAP Wray M 072022 436.00 01/23 AP 07/01/22 0038659 THUNDER RIDGE SR.APARTMENTS L 06/30/22 21 HAP Greene L 072022 489.00 06/30/22 21 01/23 AP 07/01/22 0038659 THUNDER RIDGE SR.APARTMENTS L HAP Howe J 072022 01/23 AP 07/01/22 0038659 THUNDER RIDGE SR.APARTMENTS L 377.00 06/30/22 21 HAP_Hayden J 072022 01723 AP 07/01/22 0038659 29.00 06/30/22 21 THUNDER RIDGE SR.APARTMENTS L HAP Lenz J 072022 01/23 AP 07/01/22 0038620 279.00 06/30/22 21 GLENN, MATTHEW HAP Clayton R 072022 425.00 06/30/22 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT HAP Smith W 072022 01/23 AP 07/01/22 0038661 579.00 06/30/22 21 VILLAGE I AT NINE23 APARTMENT HAP_Ducharme T 072022 401.00 06/30/22 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT HAP Aswegan S 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 368.00 06/30/22 HAP Cameron J 072022 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 454.00 06/30/22 21 HAP Swartley J 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 430.00 06/30/22 HAP Brandt D 072022 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 454.00 06/30/22 21 HAP Moore D 072022 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 327.00 06/30/22 21 HAP Greene D 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 226.00 06/30/22 HAP Bradley J 072022 VILLAGE I AT NINE23 APARTMENT 106.00 06/30/22 21 01/23 AP 07/01/22 0038661 HAP Dixon S 072022 536.00 06/30/22 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT HAP Clark T 072022 73.00 06/30/22 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT HAP Porter J 072022 01/23 AP 07/01/22 0038661 687.00 21 VILLAGE I AT NINE23 APARTMENT 06/30/22 HAP Henderson D 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 232.00 06/30/22 HAP Havlik C 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 427.00 06/30/22 HAP Temple S 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 430.00 06/30/22 HAP Gordon Jr. T 072022 21 01/23 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 254.00 06/30/22 HAP Aswegan J 072022 21 01723 AP 07/01/22 0038661 VILLAGE I AT NINE23 APARTMENT 489.00 06/30/22

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GROUP	PO	ACCTG		TRANS	ACTION			CURRE
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS BALAN
								POST DT -
	17 00	CTION 8	HOHE	TAIC DITA	D			
						s / HOUS.ASSIST PMTS-OCCUPIE	continued	
211-2	214-4	HAP Pri				, 11000.1100101 11110 00001121	00110211404	
21						VILLAGE I AT NINE23 APARTMEN	NT 237.00	06/30/
		HAP Vau						. ,
21						VILLAGE I AT NINE23 APARTMEN	NT 455.00	06/30/
		HAP Red	ld A	072022				
21					0038661	VILLAGE I AT NINE23 APARTMEN	NT 506.00	06/30/
		HAP_Smi						
21					0038661	VILLAGE I AT NINE23 APARTMEN	NT 453.00	06/30/
		HAP Nel						05/20/
21					0038661	VILLAGE I AT NINE23 APARTMEN	NT 318.00	06/30/
0.1					72022 0038661	VILLAGE I AT NINE23 APARTMEN	NT 569.00	06/30/
21		HAP Fry			0036661	VILLAGE I AI NINEZS AFARIMEI	303.00	00/30/
21					0038661	VILLAGE I AT NINE23 APARTMEN	VT 289,00	06/30/
21		HAP For			0030001	VIIIII I III IIIIII IIIIIIII	203100	
21					0038661	VILLAGE I AT NINE23 APARTMEN	T 705.00	06/30/
		HAP Har						
21					0038600	CEDAR FALLS UTILITIES-SEC.8	78.00	06/30/
		BALM 45						
21		01/23	AP 0	7/01/22	0038600	CEDAR FALLS UTILITIES-SEC.8	46.00	06/30/3
		Rule 98	1666	6531				
21					0038600	CEDAR FALLS UTILITIES-SEC.8	14.00	06/30/
		Guzzle						22/22/
21					0038600	CEDAR FALLS UTILITIES-SEC.8	4.00	06/30/
		Forney				GRAD TALLS INTLINES GES 0	100.00	05/20/
21					0038600	CEDAR FALLS UTILITIES-SEC.8	122.00	06/30/
21		Grisby			0038600	CEDAR FALLS UTILITIES-SEC.8	111.00	06/30/
21		Jurries				CEDAR FALLS UITHITES-SEC.6	111.00	00/30/
21					0038600	CEDAR FALLS UTILITIES-SEC.8	148.00	06/30/
		Archer			003000			
21					0038600	CEDAR FALLS UTILITIES-SEC.8	54.00	06/30/2
		BRINER						
21		01/23	AP 0	7/01/22	0038600	CEDAR FALLS UTILITIES-SEC.8	210.00	06/30/
		Lowe 87	2612	7079				
21					0038600	CEDAR FALLS UTILITIES-SEC.8	159.00	06/30/
		Terry 3						
21					0038600	CEDAR FALLS UTILITIES-SEC.8	101.00	06/30/
		Prior 5				CERTA TALLE CONT. TETTE GEO. A.	100.00	05/20/
21					0038600	CEDAR FALLS UTILITIES-SEC.8	100.00	06/30/
21		Mullins			0038600	CEDAR FALLS UTILITIES-SEC.8	100.00	06/30/
21		Harper			0038600	CEDAR FALLS UITHITES-BEC.8	100.00	00/30/
21					0038600	CEDAR FALLS UTILITIES-SEC.8	110.00	06/30/
21		Mulanax		., 01/22	000000	Carrier Carrier Ducit	223.00	00/30/.
21				7/01/22	0038640	MALBEC PROPERTIES, LLC	416.00	06/30/2
		HAP Smi						
21					0038640	MALBEC PROPERTIES, LLC	410.00	06/30/2
		HAD Him	es G	072022				

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	ACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 2	17 SE	CTION 8	HOUS	ING FUNE	)					
	214-4	32.89-6	1 MIS	CELLANEC	OUS SERVICE	s / HOUS.ASSIST PMTS-OCCU	DELED	continued		06/20/00
21					0038640	MALBEC PROPERTIES, LLC		428.00		06/30/22
21				an A 072	0038640	MALBEC PROPERTIES, LLC		424.00		06/30/22
21				7/01/22 D 072022		MADDEC PROPERTIES, EDC		424.00		00/30/22
21					0038640	MALBEC PROPERTIES, LLC		225,00		06/30/22
				B 07202		,				,,
21					0038603	CHRISTOPHERSON RENTALS		688.00		06/30/22
		HAP Ho	ffert	J 07202	22					
21					0038603	CHRISTOPHERSON RENTALS		533.00		06/30/22
		HAP_Hu								
21					0038603	CHRISTOPHERSON RENTALS		216.00		06/30/22
0.1				1 S 0720		GUDTGEODHEDGON DENEALS		643.00		06/30/22
21		HAP_Dy			0038603	CHRISTOPHERSON RENTALS		643.00		06/30/42
21					0038603	CHRISTOPHERSON RENTALS		439.00		06/30/22
21		HAP Ro			0030003	CIRCLO TO LINE HOUR RELIVEDED		153.00		00,00,00
21					0038603	CHRISTOPHERSON RENTALS		589.00		06/30/22
		HAP Ke								
21					0038603	CHRISTOPHERSON RENTALS		631.00		06/30/22
				072022						
21					0038603	CHRISTOPHERSON RENTALS		81.00		06/30/22
		HAP Ha								25/22/22
21					0038603	CHRISTOPHERSON RENTALS		477.00		06/30/22
21				L T 0720	0038603	CHRISTOPHERSON RENTALS		193.00		06/30/22
21				A 07202		CHRISTOPHERSON RENTALS		193.00		00/30/22
21					0038642	MELICK, KENT L.		615.00		06/30/22
4,1				v D 0720						,,
21					0038647	PETERSEN, RANDEL		753.00		06/30/22
		HAP Bro	own S	072022						
21		01/23	AP 0	7/01/22	0038643	MHP 2216 LINCOLN STREET,	LLC	460.00		06/30/22
				072022						/ /
21					0038643	MHP 2216 LINCOLN STREET,	LLC	575.00		06/30/22
0.1		HAP Ru.			0020642	MHP 2216 LINCOLN STREET,	110	316.00		06/30/22
21				7/01/22 S 07202	0038643	MAP 2216 LINCOLN SIREEI,	ппс	318.00		00/30/22
21					0038643	MHP 2216 LINCOLN STREET,	LLC	451.00		06/30/22
2 1				072022		MIL ZZIO DINCOM DINZZI,	220	132.00		00,00,22
21					0038643	MHP 2216 LINCOLN STREET,	LLC	330.00		06/30/22
				072022						
21		01/23	AP 0	7/01/22	0038619	GLEESON II, JAMES G.		800.00		06/30/22
				072022						
21					0038613	EPM IOWA		618.00		06/30/22
				1 T 0720		BBM TOWN		411 00		06/20/20
21					0038613	EPM IOWA		411.00		06/30/22
21				( 072022 7/01/22	0038610	DC MANAGEMENT, LLC		480.00		06/30/22
21				072022	0030010	DC HAMAGEMENT, DEC		400.00		00,50,22
21					0038637	KROEMER, KRAIG		291.00		06/30/22
		01,23	0	,,						., ,

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ROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBE	CR DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCI POST DT
					1001 01
UND 217 S	SECTION 8 HOUSING FUND	CORG / MONG ACCION DAMES ACCUINTED	centinued		
217-2214-		CES / HOUS.ASSIST PMTS-OCCUPIED	continued		
21	HAP_Currie L 072022 01/23 AP 07/01/22 0038639	I DOLON DESTREMENTAL	291.00		06/30/22
21	HAP Jordan L 072022	DEGACI RESIDENTIAL	291.00		06/30/22
21	01/23 AP 07/01/22 0038645	OWL INVESTMENTS, LLC	509.00		06/30/22
2.1	HAP Schroeder S 072022	Ond Envaluence, 220	333.00		00,00,00
21	01/23 AP 07/01/22 0038607	CRESCENT CONDOMINIUMS, LLC	435.00		06/30/22
	HAP Lohr K 072022				
21	01/23 AP 07/01/22 0038624	HARRINGTON'S RENTAL LLC	544.00		06/30/22
	HAP Larronda E 072022				
21	01/23 AP 07/01/22 0038615	FERNHOLZ, KARI L.	794.00		06/30/22
	HAP_Carlton D 072022				
21	01/23 AP 07/01/22 0038651	ROGERS, DERICK	1,217.00		06/30/22
	HAP Santiago-Lebro 072022				
21	01/23 AP 07/01/22 0038651	ROGERS, DERICK	825.00		06/30/2
	HAP_Sherwood J 072022				
21	01/23 AP 07/01/22 0038632	KAI, BRENT	278.00		06/30/2
	HAP_Hamilton T 072022				
21	01/23 AP 07/01/22 0038652	STAND FIRM PROPERTIES LLC	395.00		06/30/2
	HAP_Hodge G 072022				
21	01/23 AP 07/01/22 0038652	STAND FIRM PROPERTIES LLC	559.00		06/30/2
	HAP_Rousseau G 072022				
21	01/23 AP 07/01/22 0038666	WYMORE, LARRY R.	532.00		06/30/2
	HAP_MOFFETT J 072022				
21	01/23 AP 07/01/22 0038630	JDR PROPERTIES, INC.	161.00		06/30/2
	HAP_Poock V 072022				
21	01/23 AP 07/01/22 0038665	WINGSB, LLC	358.00		06/30/2
	HAP_Johnson A 072022				
21	01/23 AP 07/01/22 0038631	JLL EXTENDED STAY INN	191.00		06/30/2
	HAP_Zanders D 072022				
21	01/23 AP 07/01/22 0038631	JLL EXTENDED STAY INN	319.00		06/30/2:
	HAP_Moore E 072022				
21	01/23 AP 07/01/22 0038638	LARSEN RENTALS LLC	484.00		06/30/2
	HAP_Boyd J 072022				
21	01/23 AP 07/01/22 0038638	LARSEN RENTALS LLC	800.00		06/30/2
	HAP_Grisby C 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	423.00		06/30/2
	HAP_Cruise B 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	461.00		06/30/2
	HAP_Garrigus S 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	424.00		06/30/2
	HAP_Billman D 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	189.00		06/30/2
	HAP_Hoodjer S 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	332.00		06/30/2
	HAP_Frazier T 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	424.00		06/30/2
	HAP_Lam K 072022				
21	01/23 AP 07/01/22 0038662	VILLAGE II AT NINE23 APARTMEN	436.00		06/30/2
	HAP Humphrey E 072022				

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UND 2	17 SE	CTION 8	HOUS	ING FUND								
217-2	214-4	32.89-61	MIS	CELLANEO	US SERVICE	s / Hous As	SIST PMTS-	OCCUPIED	continued	l		
21				7/01/22 C 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	continued 3	80.00		06/30/22
21			AP 0	7/01/22	0038662	VILLAGE II	AT NINE23	APARTMEN	5	80.00		06/30/22
21		01/23	AP 0	7/01/22 5 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	6	76.00		06/30/22
21		01/23	AP 0	7/01/22 A 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	7	22.00		06/30/22
21		01/23	AP 0	7/01/22 J 0720		VILLAGE II	AT NINE23	APARTMEN	3	19.00		06/30/22
21		01/23	AP 0	7/01/22 G 072022		VILLAGE II	AT NINE23	APARTMEN	4	61.00		06/30/22
21		01/23	AP 0	7/01/22 N 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	3	57.00		06/30/22
21			AP 0	7/01/22	0038662	VILLAGE II	AT NINE23	APARTMEN	3	28.00		06/30/22
21		01/23	AP 0	7/01/22 A 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	3	33.00		06/30/22
21		01/23	AP 0	7/01/22 X 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	7	03.00		06/30/22
21			AP 0	7/01/22	0038662	VILLAGE II	AT NINE23	APARTMEN	4	35.00		06/30/22
21		01/23	AP 0	7/01/22 o C 0720		VILLAGE II	AT NINE23	APARTMEN	4	36.00		06/30/22
21		01/23	AP 0	7/01/22		VILLAGE II	AT NINE23	APARTMEN	5	39.00		06/30/22
21		01/23	AP 0	7/01/22 J 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	3	67:00		06/30/22
21		01/23	AP 0	7/01/22 J 07202:		VILLAGE II	AT NINE23	APARTMEN	1	63.00		06/30/22
21		01/23	AP 0	7/01/22 3 072022		VILLAGE II	AT NINE23	APARTMEN	1	18.00		06/30/22
21		01/23	AP 0'	7/01/22 J 07202:		VILLAGE II	AT NINE23	APARTMEN	7	05.00		06/30/22
21		01/23	AP 0	7/01/22 / J 0720	0038662	VILLAGE II	AT NINE23	APARTMEN	6	78.00		06/30/22
21			AP 0	7/01/22		VILLAGE II	AT NINE23	APARTMEN	3	09,00		06/30/22
21		01/23	AP 0'	7/01/22 J 072022	0038662	VILLAGE II	AT NINE23	APARTMEN	1	19.00		06/30/22
21		01/23	AP 0	7/01/22	0038626	HOUSING AU	THORITY OF	JOLIET	1,0	67.00		06/30/22
21			AP 0	7/01/22	0038626	HOUSING AU	THORITY OF	JOLIET	1,9	60.00		06/30/22
21		01/23	AP 0	7/01/22 M 07202:		HOWARD, BR	AD		1,0	08.00		06/30/22
21		01/23	AP 0	7/01/22 W 07202:	0038636	KREMER PRO	PERTIES LL	С	8	10.00		06/30/22
21				7/01/22		KRAAYENBRI	NK, RANDY	Γ'n	7	15.00		06/30/22

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BR NBR	R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	SECTION 8 HOUSING FUND				
17 221/ S	A22 DO CI MICCELLANDONIC CEDUTO	ES / HOUS.ASSIST PMTS-OCCUPIED	continued		
17-2214-	HAP Maltas M 072022	TELEGO. GOOD. AGGIST FMTB-OCCOFTED	continued		
21		KRAAYENBRINK, RANDY L.	654.00		06/30/22
21	HAP Cafferty M 072022	KRAAIENBRINK, KANDI D.	054.00		00/30/22
21	01/23 AP 07/01/22 0038635	KRAAYENBRINK, RANDY L.	852.00		06/30/22
21	HAP Ewing J 072022	RIGHT LINE I II.	052.00		00/30/22
21	01/23 AP 07/01/22 0038604	CNC INVESTMENTS, LLC	985.00		06/30/22
	HAP Carrillo D 072022	,			,,
21	01/23 AP 07/01/22 0038649	R & R RENTAL PROPERTIES, LLC	489.00		06/30/22
	HAP Stewart J 072022				
21	01/23 AP 07/01/22 0038596	BUTLER, MICHAEL	495.00		06/30/22
	HAP Cochran C 072022	2011-11, 111-0111-1			00, -0,
21	01/23 AP 07/01/22 0038628	HUNTER PROPERTY LLC	768.00		06/30/22
	HAP Thompson L 072022		, , , , , ,		00,00,00
21	01/23 AP 07/01/22 0038623	HAGEDORN, JEREMIAH	796.00		06/30/22
	HAP_Gottfried L 072022		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		00,00,22
21	01/23 AP 07/01/22 0038655	SUNRISE PROPERTIES LLC	499.00		06/30/22
	HAP Lake L 072022				,,
21	01/23 AP 07/01/22 0038634	KOG PROPERTIES LLC	1,121.00		06/30/22
	HAP Atkins T 072022		-,		,,
21	01/23 AP 07/01/22 0038634	KOG PROPERTIES LLC	1,300.00		06/30/22
	HAP Archer A 072022		, , , , , ,		, , .
21	01/23 AP 07/01/22 0038622	GOV, LLC	1,100.00		06/30/22
	HAP Guzzle T 072022		-,		,,
21	01/23 AP 07/01/22 0038598	CARL ERICSON	867.00		06/30/22
	HAP Burk B 072022				,,
21	01/23 AP 07/01/22 0038646	PANHWAR, ABDUL	302.00		06/30/22
	HAP Mussman C 072022				,,
21	01/23 AP 07/01/22 0038633	KIDWELL, STEVE	599.00		06/30/22
-	HAP Tomlyanovich C 072022	,			00,00,20
21	01/23 AP 07/01/22 0038605	CND PROPERTIES LLC	281.00		06/30/22
	HAP Gilmore A 072022				00,00,==
21	01/23 AP 07/01/22 0038664	WINGERT, BRIAN	426.00		06/30/22
	HAP Weaver J 072022	,			,,
21	01/23 AP 07/01/22 0038664	WINGERT, BRIAN	385.00		06/30/22
	HAP Holden K 072022	,			, ,
21	01/23 AP 07/01/22 0038654	STEIN INVESTMENTS, LLC	1,234.00		06/30/22
	HAP Gordon A 072022	,	,		. , . ,
21	01/23 AP 07/01/22 0038644	OAKVIEW PROPERTIES LLC	1,000.00		06/30/22
	HAP_Jurries P 072022		·		
21	01/23 AP 07/01/22 0038601	CEDAR VALLEY LIVING LLC	216.00		06/30/22
	HAP Bachman K 072022				
21	01/23 AP 07/01/22 0038601	CEDAR VALLEY LIVING LLC	429.00		06/30/22
	HAP Galvez Munguia 072022				,,
21	01/23 AP 07/01/22 0038601	CEDAR VALLEY LIVING LLC	224.00		06/30/22
	HAP White L 072022				, ,
21	01/23 AP 07/01/22 0038658	THIRD AVE PLACE LLC	835.00		06/30/22
	HAP Boehmer R 072022	man property and the state of t	055.00		00,50,22
21	01/23 AP 07/01/22 0038612	ELMCREST ESTATES, L.C.	422.00		06/30/22
	HAP Davis D 072022		122.00		00,50,22

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION FUND 217 SECTION 8 HOUSING FUND continued 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED 345.00 06/30/22 01/23 AP 07/01/22 0038641 MCKERNAN, JAMES M. 21 HAP Buchanan J 072022 01/23 AP 07/01/22 0038616 G P MANAGEMENT LLC 414.00 06/30/22 21 HAP Wenzel J 072022 06/30/22 21 01/23 AP 07/01/22 0038657 T.J.J.C. L.L.C. 282.00 HAP Dornbrock M 072022 06/30/22 21 01/23 AP 07/01/22 0038657 T.J.J.C. L.L.C. 568.00 HAP Bracelly J 072022 01/23 AP 07/01/22 0038657 204.00 06/30/22 21 T.J.J.C. L.L.C. HAP Hornback K 072022 01/23 AP 07/01/22 0038618 GERDES III, BENJAMIN P. 597.00 06/30/22 21 HAP Sherwood D 072022 GERDES III, BENJAMIN P. 726.00 06/30/22 21 01/23 AP 07/01/22 0038618 HAP Orgell A 072022 21  $01\overline{/}23$  AP 07/01/22 0038618GERDES III, BENJAMIN P. 307.00 06/30/22 HAP_Allessi S 072022 06/30/22 21 01/23 AP 07/01/22 0038618 GERDES III, BENJAMIN P. 1,333.00 HAP BRINER K 072022 GERDES III, BENJAMIN P. 06/30/22 21 01/23 AP 07/01/22 0038618 1,527.00 HAP_Barnes A 072022 01/23 AP 07/01/22 0038629 21 J & A PROPERTIES 1,300.00 06/30/22 HAP Lowe L 072022 BARTELT RENTALS L.C. 472.00 06/30/22 21 01/23 AP 07/01/22 0038594 HAP Luck J 072022 21 01/23 AP 07/01/22 0038594 BARTELT RENTALS L.C. 485.00 06/30/22 HAP Woods N 072022 01/23 AP 07/01/22 0038597 C & H HOLDINGS LLC 721.00 06/30/22 21 HAP Ross S 072022 98,612.00 98,612.00 ACCOUNT TOTAL 217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS 21 01/23 AP 07/01/22 0038606 COOK CO.HOUSING AUTHORITY 34.16 06/30/22 AF Goldstein K 072022 48.79 06/30/22 21 01/23 AP 07/01/22 0038626 HOUSING AUTHORITY OF JOLIET AF Wilson O 072022 21 01/23 AP 07/01/22 0038626 HOUSING AUTHORITY OF JOLIET 48.79 06/30/22 AF Payne I 072022 ACCOUNT TOTAL 131.74 .00 131.74 FUND TOTAL 98,743.74 .00 98,743.74

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CITY OF C	CEDAR FALLS					
GROUP F	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
	COMMUNITY BLOCK GRANT 1-432.88-58 OUTSIDE AGENCIES / C 12/22 AP 07/06/22 0004746 CV3 CARES ACT 2ND QUARTER 1#: 022354			717.79		07/11/22
	ACCOUNT TOTAL			717.79	. 00	717.79
	FUND TOTAL			717.79	.00	717.79
FUND 242 FUND 254	TRUST & AGENCY STREET REPAIR FUND CABLE TV FUND -431.64-02 INSURANCE / HEALTH I	NS. REIMBURSEMENT				
2181	12/22 AP 06/16/22 0006290 HEALTH INS. REIMBURSEMENT	ISOLVED BENEFIT SERVICES,	INC	26.20		07/05/22
2181	12/22 AP 06/16/22 0006290 HEALTH INS. REIMBURSEMENT	ISOLVED BENEFIT SERVICES,	INC	.45		07/05/22
2181	12/22 AP 06/16/22 0006290	ISOLVED BENEFIT SERVICES,	INC	219.66		07/05/22
2181	HEALTH INS. REIMBURSEMENT 12/22 AP 06/16/22 0006290	ISOLVED BENEFIT SERVICES,	INC	89.55		07/05/22
2181	HEALTH INS. REIMBURSEMENT 12/22 AP 06/16/22 0006290 HEALTH INS. REIMBURSEMENT	ISOLVED BENEFIT SERVICES,	INC	1.05		07/05/22
	ACCOUNT TOTAL			336.91	. 00	336.91
254-1088 2181	-431.72-01 OPERATING SUPPLIES / 12/22 AP 06/02/22 0006296 MAY CREDIT CARD FEES			⊚83		07/05/22
	ACCOUNT TOTAL			83	.00	83
254-1088 2302	8-431.89-18 MISCELLANEOUS SERVIC 12/22 AP 06/28/22 0397255	DEWITT, JASON		90.00		07/07/22
2302	MUNICIPAL BAND CONCERT 12/22 AP 06/28/22 0397275	CAMERA OPERATOR SURMA, JOSEPH EDWARD		90.00		07/07/22
2250	MUNICIPAL BAND CONCERT 12/22 AP 06/26/22 0397207	CAMERA OPERATOR SURMA, JOSEPH EDWARD		160.00		06/29/22
2250	SUN. AFTERNOON CONCERTS 12/22 AP 06/26/22 0397200	CAMERA OPERATOR DEWITT, JASON		160.00		06/29/22
2250	SUN. AFTERNOON CONCERTS 12/22 AP 06/25/22 0397209	CAMERA OPERATOR WESTERMAN, ROBERT		100.00		06/29/22
2250	STURGIS FALLS PARADE 12/22 AP 06/25/22 0397202	ANNOUNCER LUZAICH, JOHN		100.00		06/29/22
2250	STURGIS FALLS PARADE 12/22 AP 06/25/22 0397204	ANNOUNCER SIMPSON, MARK		100.00		06/29/22

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GROUP PO	O ACCTGTRANSACTION				CURRENT
NBR NBF		DESCRIPTION	DEBITS	CREDITS	BALANCE
					POST DT
FUND 254 (	CABLE TV FUND				
254-1088-	-431.89-18 MISCELLANEOUS SERVICE STURGIS FALLS PARADE	S / COMMUNITY PROGRAMMING ANNOUNCER	continued		
2250	12/22 AP 06/25/22 0397200 PARADE & MARINE BAND	DEWITT, JASON CAMERA OPERATOR	220.00		06/29/22
2250	12/22 AP 06/25/22 0397207 PARADE & MARINE BAND	SURMA, JOSEPH EDWARD CAMERA OPERATOR	220.00		06/29/22
2250	12/22 AP 06/25/22 0397205 PARADE & MARINE BAND	STOW, CHRISTIAN CAMERA OPERATOR	220.00		06/29/22
2250	12/22 AP 06/25/22 0397197	BENSON, ERIC CAMERA OPERATOR	220.00		06/29/22
	ACCOUNT TOTAL		1,680.00	. 00	1,680.00
	FUND TOTAL		2,017.74	00	2,017.74
FUND 258 I	PARKING FUND				
258-5531- 2181	-435.72-01 OPERATING SUPPLIES / 12/22 AP 06/02/22 0006292	OPERATING SUPPLIES PROFESSIONAL SOLUTIONS	259.29		07/05/22
2181	MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006293	PROFESSIONAL SOLUTIONS	99.65		07/05/22
2181	MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006294	PROFESSIONAL SOLUTIONS	274.29		07/05/22
2181	MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006295	PROFESSIONAL SOLUTIONS	25.39		07/05/22
2181	MAY CREDIT CARD FEES 12/22 AP 06/02/22 0006296 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	69.27		07/05/22
	ACCOUNT TOTAL		727.89	.00	727.89
	FUND TOTAL		727.89	.00	727.89
FUND 261 7	TOURISM & VISITORS				
261-2291- 2181	-423.73-57 OTHER SUPPLIES / GIFT 12/22 AP 06/02/22 0006298 MAY CREDIT CARD FEES	SHOP PROFESSIONAL SOLUTIONS	25.54		07/05/22
	ACCOUNT TOTAL		25.54	.00	25.54
	FUND TOTAL		25.54	.00	25.54

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.85-01 UTILITIES / UTILITIES 2111 12/22 AP 06/05/22 0397225 CEDAR FALLS UTILITIES COMM. CENTER UTILITIES	959.25		07/01/22
ACCOUNT TOTAL	959.25	.00	959.25
FUND TOTAL	959.25	: 00	959.25
FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND 292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP			
2181 12/22 AP 06/14/22 0006266 EMC RISK SERVICES, LLC WORKER COMP-POLICE ADMIN	675.00		07/05/22
WORKER COMP-POLICE CLAIM  WORKER COMP-POLICE CLAIM	832.52		07/05/22
ACCOUNT TOTAL	1,507.52	. 00	1,507.52
FUND TOTAL	1,507.52	. 00	1,507.52

FUND 293 FIRE RETIREMENT FUND

FUND 294 LIBRARY RESERVE

FUND 295 SOFTBALL PLAYER CAPITAL

FUND 296 GOLF CAPITAL

FUND 297 REC FACILITIES CAPITAL

FUND 298 HEARST CAPITAL

FUND 311 DEBT SERVICE FUND

FUND 402 WASHINGTON PARK FUND

FUND 404 FEMA

FUND 405 FLOOD RESERVE FUND

FUND 407 VISION IOWA PROJECT

FUND 408 STREET IMPROVEMENT FUND

FUND 410 CORONAVIRUS LOCAL RELIEF

FUND 430 2004 TIF BOND

FUND 431 2014 BOND

FUND 432 2003 BOND FUND 433 2001 TIF

FUND 434 2000 BOND

FUND 435 1999 TIF

FUND 436 2012 BOND

FUND 437 2018 BOND

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 438 2020 BOND FUND FUND 439 2022 BOND FUND FUND 443 CAPITAL PROJECTS 443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION			
2302 12/22 AP 07/01/22 0397249 ANDREW DICKERSON	300.00		07/07/22
2302 12/22 AP 07/01/22 0397250 ANN METZ	300.00		07/07/22
REFUND-SECURITY DEPOSIT RED HOUSE STUDIO 2283 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES UTILITIES THRU 06/09/22	122.19		07/01/22
ACCOUNT TOTAL	722.19	.00	722.19
FUND TOTAL	722.19	· 00	722.19
FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 483 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 2181 12/22 AP 06/07/22 0006284 IOWA DEPT.OF REVENUE	229.85		07/05/22
SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE A/R	223.03		017 037 22
ACCOUNT TOTAL	229.85	.00	229.85
551-6675-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	21.27		07/05/22
2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	23.10		07/05/22
ACCOUNT TOTAL	44.37	₋₁ 00	44.37
551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	21.43		07/05/22
ACCOUNT TOTAL	21.43	.00	21.43

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
			1051 51
FUND 551 REFUSE FUND			
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2181 12/22 AP 06/02/22 0006302 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	619.13		07/05/22
2181 12/22 AP 06/02/22 0006296 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	34.49		07/05/22
ACCOUNT TOTAL	653.62	0 €	653.62
551-6685-436.85-01 UTILITIES / UTILITIES 2283 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES UTILITIES THRU 06/09/22	1,249.56		07/01/22
ACCOUNT TOTAL	1,249.56	. 00	1,249.56
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 2302 12/22 AP 06/30/22 0397252 BLACK HAWK CO.LANDFILL LANDFILL SRV:6/16-6/30/22	23,501.44		07/07/22
ACCOUNT TOTAL	23,501.44	.00	23,501.44
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX 2181 12/22 AP 06/22/22 0006285 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE	77.37		07/05/22
2181 12/22 AP 06/07/22 0006284 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE	90.40		07/05/22
ACCOUNT TOTAL	167.77	· 00	167.77
FUND TOTAL	25,868.04	.00	25,868.04
FUND 552 SEWER RENTAL FUND 552-6655-436.85-01 UTILITIES / UTILITIES 2283 12/22 AP 06/09/22 0397211 CEDAR FALLS UTILITIES UTILITIES THRU 06/09/22	5,426.83		07/01/22
ACCOUNT TOTAL	5,426.83	₂ * 00	5,426.83
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2181 12/22 AP 06/16/22 0006290 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	110.02		07/05/22
ACCOUNT TOTAL	110.02	00	110.02

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NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	WER RENTAL FUND 36.86-33 REPAIR & MAINTENANCE	/ SIJIDGE PEMOVAL			
2302	12/22 AP 06/30/22 0397252		194.35		07/07/22
	LANDFILL SRV:6/16-6/30/22				
	ACCOUNT TOTAL		194.35	.00	194.35
552-6665-4	36.89-04 MISCELLANEOUS SERVICE	S / SALES TAX			
2181	12/22 AP 06/22/22 0006285	IOWA DEPT.OF REVENUE	2,416.55		07/05/22
0101	SEMI MONTHLY SALES TAX 12/22 AP 06/07/22 0006284	COMMERCIAL SEWER	6,433.59		07/05/22
2181	SEMI MONTHLY SALES TAX		6,433.33		07/03/22
	ACCOUNT TOTAL		8,850.14	0 0 0	8,850.14
	FUND TOTAL		14,581.34	· 00	14,581.34
555-6630-4	ORM WATER UTILITY 32.85-01 UTILITIES / UTILITIES 12/22 AP 06/09/22 0397211 UTILITIES THRU 06/09/22	CEDAR FALLS UTILITIES	44.32		07/01/22
	ACCOUNT TOTAL		44.32	. 00	44.32
555-6630-4	32.92-01 STRUCTURE IMPROV & BL	OGS / STRUCTURE IMPROV & BLDGS			
	12/22 AP 06/27/22 0397198 3215-OLIVE ST.BOX CULVERT 023215		32.00		06/29/22
2250 PROJECT#:	12/22 AP 06/27/22 0397198 3215-OLIVE ST.BOX CULVERT	BLACK HAWK CO.RECORDER WARRANTY DEED-CV COMM.III	27.00		06/29/22
2250	12/22 AP 06/27/22 0397198 3215-OLIVE ST.BOX CULVERT	BLACK HAWK CO.RECORDER DEED FEE	5.00		06/29/22
PROJECT#:		BLACK HAWK CO.RECORDER	37.00		06/29/22
PROJECT#:	12/22 AP 06/27/22 0397198 3215-OLIVE ST.BOX CULVERT 023215	TEMP.CONST.EASE-K.MUKAI	37.00		06/23/22
2250	12/22 AP 06/27/22 0397198 3215-OLIVE ST.BOX CULVERT	BLACK HAWK CO.RECORDER TEMP.CONST.EASE-OAK TREE	32.00		06/29/22
PROJECT#: 2250	023215 12/22 AP 06/27/22 0397198	BLACK HAWK CO.RECORDER	27.00		06/29/22
PROJECT#:	3215-OLIVE ST.BOX CULVERT	PUBL.UTIL.EASEOAK TREE	27,00		00,23,22
FRUUECI#:	023215				
	ACCOUNT TOTAL		160.00	· 00	160.00

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....... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ----- POST DT ----FUND 555 STORM WATER UTILITY FUND TOTAL 204.32 .00 204.32 FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND 606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES 12/22 AP 06/10/22 0397212 CEDAR FALLS UTILITIES 15.00 07/01/22 LIBRARY DOMAIN NAME STATIC IP ADDRESS ACCOUNT TOTAL 15.00 . 00 15.00 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT 12/22 AP 06/06/22 0397208 U.S. CELLULAR 2,721.90 06/29/22 2250 WIRELESS SRV:6/6-7/5/22 01/23 AP 06/19/22 0397218 VERIZON WIRELESS 1,603.75 07/01/22 23 WIRELESS SRV:6/20-7/19/22 ACCOUNT TOTAL .00 4,325.65 4,325.65 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS 2283 12/22 AP 06/10/22 0397212 CEDAR FALLS UTILITIES 3,320.00 07/01/22 FIBER POINT:5/11-6/10/22 ACCOUNT TOTAL 3,320.00 .00 3,320.00 FUND TOTAL 7,660.65 · 00 7,660.65 FUND 680 HEALTH INSURANCE FUND 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE 2181 12/22 AP 06/27/22 0006270 EXPRESS SCRIPTS, INC. 20,773.86 07/05/22 RX CLAIMS PROCESSING WELLMARK IOWA 2181 12/22 AP 06/23/22 0006317 26,359.83 07/05/22 HEALTH CLAIMS PROCESSING 2181 EXPRESS SCRIPTS, INC. 30,523.51 07/05/22 12/22 AP 06/21/22 0006269 RX CLAIMS PROCESSING 2181 12/22 AP 06/17/22 0006316 WELLMARK IOWA 28,042.73 07/05/22 HEALTH CLAIMS PROCESSING 6,511.96 EXPRESS SCRIPTS, INC. 07/05/22 21.81 12/22 AP 06/13/22 0006268 RX CLAIMS PROCESSING 2181 12/22 AP 06/10/22 0006315 WELLMARK IOWA 56,371.99 07/05/22 HEALTH CLAIMS PROCESSING 12/22 AP 06/06/22 0006267 EXPRESS SCRIPTS, INC. 07/05/22 2181 36,008.35 RX CLAIMS PROCESSING 2181 12/22 AP 06/03/22 0006314 WELLMARK IOWA 50,748.43 07/05/22 HEALTH CLAIMS PROCESSING 2181 12/22 AP 06/03/22 0006318 WEX HEALTH, INC. 124.35 07/05/22

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			POSI DI
FUND 680 HEALTH INSURANCE FUND 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE COBRA MONTHLY ADMIN FEE	continued		
ACCOUNT TOTAL	255,465.01	00	255,465.01
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE 2181 12/22 AP 06/01/22 0006265 DELTA DENTAL OF IOWA JUNE 2022 DENTAL	7,488.88		07/05/22
ACCOUNT TOTAL	7,488.88	.00	7,488.88
FUND TOTAL	262,953.89	<u>.</u> 00	262,953.89
FUND 681 HEALTH SEVERANCE 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS			
2306 12/22 AP 07/11/22 0397278 ANDERSON, ALETA L. RMB:JUNE 2022 HEALTH SEV. MEDICARE-ALETA	170.10		07/11/22
2306 12/22 AP 07/11/22 0397278 ANDERSON, ALETA L. RMB:JUNE 2022 HEALTH SEV. MEDICARE-RICHARD	170.10		07/11/22
2306 12/22 AP 07/11/22 0397281 REGENOLD, SHARON K. RMB:JUNE 2022 HEALTH SEV.	261,17		07/11/22
2306 12/22 AP 07/11/22 0397281 REGENOLD, SHARON K. RMB:MAY 2022 HEALTH SEV.	261.17		07/11/22
20 01/23 AP 06/24/22 0397210 WINTERBERG, PATSY RMB:UUL-SEP'22 HEALTH SEV MEDICARE SUPPLPATSY	528.90		06/29/22
20 01/23 AP 06/24/22 0397210 WINTERBERG, PATSY RMB:JUL-SEP'22 HEALTH SEV MEDICARE SUPPLGAYLEN	649.20		06/29/22
ACCOUNT TOTAL	2,040.64	.00	2,040.64
FUND TOTAL	2,040.64	.00	2,040.64
FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND FUND 686 PAYROLL FUND			
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES 2181 12/22 AP 06/21/22 0006309 UNITED STATES TREASURY	79,948.05		07/05/22
FEDERAL WITHHOLDING TAX 06/17/22 PAYROLL 2181 12/22 AP 06/06/22 0006308 UNITED STATES TREASURY	68,994.79		07/05/22
FEDERAL WITHHOLDING TAX 06/03/22 PAYROLL			

686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING

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GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER D	ESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
					1001 01
	86 PAYROLL FUND 000-222.02-00 PAYROLL LIABILITY / STATE	WITHHOLDING	continued		
2181	12/22 AP 06/22/22 0006286 IOW	A DEPT.OF REVENUE	32,650.39		07/05/22
2181	STATE WITHHOLDING TAX 12/22 AP 06/06/22 0006283 IOW	06/17/22 PAYROLL	29,131.76		07/05/22
2101		06/03/22 PAYROLL	25,131.70		07703722
	ACCOUNT TOTAL		61,782.15	00	61,782.15
	000-222.03-00 PAYROLL LIABILITY / FICA				
2181	12/22 AP 06/28/22 0006310 UNI MOGE/MEDICARE TAX	TED STATES TREASURY 06/27/22 MANUAL CHECK	1,124.68		07/05/22
2181		TED STATES TREASURY	93,897.26		07/05/22
	SS & MQGE/MEDICARE TAX		01 500 05		07/05/00
2181		TED STATES TREASURY 06/03/22 PAYROLL	81,598.06		07/05/22
	ACCOUNT TOTAL		176,620.00	∞ 0 0	176,620.00
686-0	000-222.04-00 PAYROLL LIABILITY / IPERS				
2181	12/22 AP 06/22/22 0006282 I.P IPERS JUNE 2022	.E.R.S.	136,027.16		07/05/22
	ACCOUNT TOTAL		136,027.16	17,00	136,027.16
686-0	000-222.05-00 PAYROLL LIABILITY / OTHER	DEDUCTIONS PAYABLE			
2181	12/22 AP 06/29/22 0006313 VOY	A FINANCIAL	9,650.45		07/05/22
2101	EMPLOYEE 457 CONTRIBUTION	07/01/22 PAYROLL	625.42		07/05/22
2181	12/22 AP 06/21/22 0006264 COL CHILD SUPPORT PAYMENTS	LECTION SERVICES CENTER 06/17/22 PAYROLL	625.42		07/05/22
2181		LVED BENEFIT SERVICES, INC	6,439.20		07/05/22
2181	CAFETERIA PLAN 12/22 AP 06/15/22 0006312 VOY.	06/17/22 PAYROLL A FINANCIAL	20,150.45		07/05/22
	EMPLOYEE 457 CONTRIBUTION	06/17/22 PAYROLL			/ /
2181	12/22 AP 06/06/22 0006263 COL CHILD SUPPORT PAYMENTS	LECTION SERVICES CENTER 06/03/22 PAYROLL	625.42		07/05/22
2181	12/22 AP 06/03/22 0006288 ISO	LVED BENEFIT SERVICES, INC	6,477.67		07/05/22
2181	CAFETERIA PLAN 12/22 AP 06/01/22 0006311 VOY.	06/03/22 PAYROLL A FINANCIAL	9,180.45		07/05/22
2101		06/03/22 PAYROLL	3,100.43		017 037 22
	ACCOUNT TOTAL		53,149.06	e 00	53,149.06
686-0	000-222.14-00 PAYROLL LIABILITY / POLIC	E & FIRE RETIREMENT			
2181	12/22 AP 06/23/22 0006291 MUN MFPRSI RETIREMENT	ICIPAL FIRE & POLICE RETIR	161,087.73		07/05/22
	ACCOUNT TOTAL		161,087.73	00	161,087.73

ACCOUNT ACTIVITY LISTING PAGE 37 PREPARED 07/12/2022, 10:22:27 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 12/2022

NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS	BALANC
POS	ST DT
POS	ST

				POST DT
FUND 686 PAYROLL FUND				
FUND TOTAL		737,608.94	. 00	737,608.94
FUND 687 WORKERS COMPENSATION FUND 687-1902-457.51-02 INSURANCE / WORKERS	COMP INCIPANCE			
2181 12/22 AP 06/14/22 0006266 WORKER COMP ADMIN FEE	EMC RISK SERVICES, LLC	450.00		07/05/22
2181 12/22 AP 06/14/22 0006266 WORKER COMP CLAIM	EMC RISK SERVICES, LLC	2,549.62		07/05/22
ACCOUNT TOTAL		2,999.62	∞ 00	2,999.62
FUND TOTAL		2,999.62	0.0	2,999.62
FUND 688 LTD INSURANCE FUND				
688-1902-457.51-03 INSURANCE / LTD INSU 23 01/23 AP 07/01/22 0397214 LTD - JULY 2022	RANCE MADISON NATIONAL LIFE INS.CO.	3,800.30		07/01/22
ACCOUNT TOTAL		3,800.30	₂ 00	3,800.30
FUND TOTAL		3,800.30	00	3,800.30
FUND 689 LIABILITY INSURANCE FUND 689-1902-457.51-05 INSURANCE / LIABILIT	J INCHDANCE			
2181 12/22 AP 06/14/22 0006266	EMC RISK SERVICES, LLC	3,375.00		07/05/22
LIABILITY ADMIN FEES 2181 12/22 AP 06/14/22 0006266 LIABILITY CLAIM	EMC RISK SERVICES, LLC	84.00		07/05/22
ACCOUNT TOTAL		3,459.00	<b>≅</b> 0 0	3,459.00
FUND TOTAL		3,459.00	0.0	3,459.00

FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE FUND 790 FLOOD LEVY

Item 25.

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CITY OF CEDAR FALLS

GROUP PO ACCTG ---TRANSACTION---
NBR NBR PER. CD DATE NUMBER DESCRIPTION

POST DT ----

GRAND TOTAL 1,271,636.43 500 1,271,636.43

Item 25.

Council Invoices for Council Meeting 07/18/22

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CITY OF CEDAR FALLS

ACCOUNTING PERIOD 12/2022

GROUP PO NBR NBR	ACCTGTRANSACTION PER, CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	ENERAL FUND				
101-1008- 2308	441.71-01 OFFICE SUPPLIES / OFP 12/22 AP 06/30/22 0000000 WATER-606 UNION ROAD	FICE SUPPLIES CULLIGAN WATER CONDITIONING	18.12		07/12/22
52		OFFICE EXPRESS OFFICE PRODUCT	13.89		07/12/22
52		OFFICE EXPRESS OFFICE PRODUCT	18.99		07/12/22
	ACCOUNT TOTAL		51.00	_@ 00	51.00
	441.86-01 REPAIR & MAINTENANCE 12/22 AP 07/03/22 0000000 ON-SITE DOC. DESTRUCTION	SHRED-IT USA	52.38		07/12/22
	ACCOUNT TOTAL		52.38	.00	52.38
101-1026- 2308		FICE SUPPLIES CULLIGAN WATER CONDITIONING	7.25		07/12/22
52		OFFICE EXPRESS OFFICE PRODUCT	5.55		07/12/22
52	PENS,LEGAL PADS 01/23 AP 07/07/22 0000000 COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	3.80		07/12/22
	ACCOUNT TOTAL		16.60	÷00	16.60
	441.71-01 OFFICE SUPPLIES / OFF				
2308	12/22 AP 06/30/22 0000000 WATER-606 UNION ROAD	CULLIGAN WATER CONDITIONING	24.16		07/12/22
52	01/23 AP 07/07/22 0000000 PENS,LEGAL PADS	OFFICE EXPRESS OFFICE PRODUCT	18.51		07/12/22
52		OFFICE EXPRESS OFFICE PRODUCT	22.79		07/12/22
	ACCOUNT TOTAL		65.46	.00	65.46
101-1028- 2290	441.83-04 TRANSPORTATION&EDUCAT 12/22 AP 06/13/22 0140606 IA PROFESSIONAL LIC BUR		100.00		07/08/22
	ACCOUNT TOTAL		100.00	200	100.00
	441.71-01 OFFICE SUPPLIES / OFF 12/22 AP 06/30/22 0000000 WATER-606 UNION ROAD		7.25		07/12/22

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 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2022

CITY	JF CEL	AR FALL	) 							
GROUP NBR	PO NBR	ACCTG PER.		TRANS DATE	SACTION NUMBER	DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE
		NERAL F		rce em	DITES / OF	FICE SUPPLIES		continued		
52			AP 0	7/07/22	2 0000000	OFFICE EXPRESS OFFICE P	RODUCT	5.55		07/12/22
52			AP 0		2 0000000	OFFICE EXPRESS OFFICE F	PRODUCT	15.20		07/12/22
				ACC	COUNT TOTAL			28.00	_{:*} 0 0	28.00
101-1	1038-4	41.81-0	PRO	FESSION	AL SERVICE	s / HUMAN RIGHTS COMMISSI	ON			
2290			AP 0		0140606	US BANK HR COMM.RECRUIT.EV		350.00		07/08/22
52			AP 0	7/07/22	2 0000000			1.52		07/12/22
				ACC	COUNT TOTAL			351.52	00	351.52
101-1 2290	1038-4					S / BACKGROUND CHECK US BANK		948.10		07/08/22
2290		ONE SO 12/22	JRCE '	THE BAC 5/26/22	CKGROUND 0140606	BACKGROUND CHECKS US BANK		814.00		07/08/22
		ONE SO	JRCE '		CKGROUND	BACKGROUND CHECKS		1,762.10	.00	1,762.10
101-1 2288	1038-4				AL SERVICE	S / PRE-EMPLOYMENT PHYSIC ALLEN OCCUPATIONAL HEAL		48.00		07/12/22
2288			AP 0	5/01/22	0000000	MERCYONE OCCUPATIONAL H	EALTH	6,041.00		07/12/22
		PRE-EM	PLOY.	PHYS-AE	RIL'22					
				ACC	COUNT TOTAL			6,089.00	_{(*} 00	6,089.00
101-1	1038-4	41.81-5	L PRO	FESSION	AL SERVICE	s / POST-EMPLOYMENT PHYSI	CALS			
2288					0000000 PRIL'22	MERCYONE OCCUPATIONAL H	EALTH	12,370.00		07/12/22
2288			AP 0	2/03/22	0000000	MERCYONE OCCUPATIONAL H	EALTH	102.00		07/12/22
				ACC	COUNT TOTAL			12,472.00	.00	12,472.00
101-1 2288	1038-4		AP 0	5/01/22	0000000	S / DRUG TESTING MERCYONE OCCUPATIONAL H	EALTH	57.00		07/12/22
				ACC	COUNT TOTAL			57.00	₽ 00	57.00

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES 2290 12/22 AP 06/09/22 0140606 US BANK 399.00 07/08/22 YOURMEMBER-CAREERS JOB AD: BUILDING INSPECTOR 2290 12/22 AP 06/06/22 0140606 US BANK 119.95 07/08/22 LINKEDIN 7006601626 RECRUITER LITE RENEWAL ACCOUNT TOTAL 518.95 .00 518.95 101-1038-441.81-55 PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG 07/12/22 12/22 AP 07/01/22 0000000 MERCYONE 150.00 EMPL.ASSISTANCE PROGRAM 5/12/22, 5/25/22 ACCOUNT TOTAL 150.00 .. 00 150.00 101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION 07/12/22 900.00 2288 12/22 AP 06/16/22 0000000 MERIDIAN PEOPLE DEVELOPMENT L SERVICE BEST PRACTICES LEADERSHIP TRAIN.6/22 &24 01/23 AP 06/30/22 0000000 MERIDIAN PEOPLE DEVELOPMENT L 450.00 07/12/22 40 LEADERSHIP TRAIN.7/7/22 SERVICE BEST PRACTICES ACCOUNT TOTAL 1,350.00 .00 1,350.00 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2308 12/22 AP 06/30/22 0000000 CULLIGAN WATER CONDITIONING 3.62 07/12/22 WATER-606 UNION ROAD 01/23 AP 07/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 2.78 07/12/22 52 PENS, LEGAL PADS 01/23 AP 07/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 52 3.04 07/12/22 COPY PAPER ACCOUNT TOTAL 9.44 . 00 9.44 101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES THOMSON REUTERS - WEST 644.21 07/12/22 12/22 AP 07/01/22 0000000 2308 WESTLAW INFORMATION 6/1/22-6/30/22 07/08/22 2290 12/22 AP 05/27/22 0140606 US BANK 300.00 IOWA STATE BAR ASSOCIATIO DUES-K ROGERS ACCOUNT TOTAL 944.21 .00 944.21 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS 12/22 AP 06/25/22 0000000 AHLERS AND COONEY, P.C. 136.31 07/12/22 2308 MILEAGE 6/6/22 LGL: LABOR RELATIONS 12/22 AP 06/23/22 0000000 AHLERS AND COONEY, P.C. 2,227.77 07/12/22 2308 LGL:GENERAL MATTERS 6/2/22-6/9/22

ACCOUNTING PERIOD 12/2022

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 101 GENERAL FUND 101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS continued .00 ACCOUNT TOTAL 2,364.08 2,364.08 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/22 AP 06/13/22 0140606 US BANK 44.99 07/08/22 2291 AMZN MKTP US*329IH5883 EARPHONES 2291 US BANK 12/22 AP 05/26/22 0140606 4.25 07/08/22 GOODBYE CARD AMAZON.COM*I85NX0G23 22.99 07/08/22 2291 12/22 AP 05/26/22 0140606 US BANK AMZN MKTP US*1R1J652X3 RED GEL PENS 2291 12/22 AP 05/23/22 0140606 US BANK 9.95 07/08/22 BALLOT BOX AMAZON.COM*1L0JN7I10 AMZN 82.18 ..00 82.18 ACCOUNT TOTAL 101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT 12/22 AP 06/13/22 0140606 US BANK 2291 80.00 07/08/22 INTUIT *OUICKBOOKS ONLINE QUICBOOKS MONTHLY SUB. .00 ACCOUNT TOTAL 80.00 80.00 101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION 2291 12/22 AP 06/07/22 0140606 US BANK 250.00 07/08/22 IOWA LIBRARY ASSOCIATION LEADERSHIP INSTITUTE ACCOUNT TOTAL 250.00 .00 250.00 101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS 12/22 AP 06/06/22 0140606 US BANK 32.35 07/08/22 AMAZON.COM*ML9D33UV3 AMZN ADULT BOOKS (MEM KLEPFER) ACCOUNT TOTAL 32.35 .00 32.35 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM 07/08/22 2291 12/22 AP 06/13/22 0140606 US BANK 15.06 AMZN MKTP US*2U83I1TS3 FOTL: MEMORIAL-ADULT BOOKS 07/08/22 2291 12/22 AP 06/01/22 0140606 US BANK 18.99 AMAZON.COM*1X6986EU2 AMZN FOTL: ADULT-ADULT BOOKS 8.99 07/08/22 2291 12/22 AP 05/26/22 0140606 US BANK AMAZON.COM*1R9I23BT2 AMZN FOTL: YOUTH-DIRECTIONAL 2291 12/22 AP 05/25/22 0140606 US BANK 10.99 07/08/22 GODFATHERS PIZZA FOTL: YOUTH-PIZZA 2291 12/22 AP 05/24/22 0140606 US BANK 8.99 07/08/22 GODFATHERS PIZZA FOTL: YOUTH-PIZZA

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	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
	GENERAL FUND				
101-1060	0-423.89-33 MISCELLANEOUS SERVIC	ES / FRIENDS SUPPORTED PROGRAM	continued		
	ACCOUNT TOTAL		63.02	.00	63.02
101-1066	0-423.89-34 MISCELLANEOUS SERVIC	EC / ENDOWMENT CHIDDOPTED DDOC			
2291	12/22 AP 06/14/22 0140606 SQ *CEDAR VALLEY ARBORETU	US BANK BERG 2RMB SLP '22-TICKETS	140.00		07/08/22
2291	12/22 AP 06/09/22 0140606 AMZN MKTP US*LI5F24YK3	US BANK BERG 2 RMB SLP '22-KIT 4	7.99		07/08/22
2291	12/22 AP 06/09/22 0140606 AMZN MKTP US*KL33V8ZS3	US BANK BERG 2RMB SLP'22-TWEEZERS	8.99		07/08/22
2291	12/22 AP 06/09/22 0140606	US BANK BERG 2 RMB SLP '22-BROWN	28.58		07/08/22
2291	AMZN MKTP US*YQ2FH75P3 12/22 AP 06/08/22 0140606	US BANK	30.27		07/08/22
2291	AMAZON.COM*RU9QK2TA3 12/22 AP 06/06/22 0140606	BERG 2 RMB SLP '22-ZIPLOC US BANK	24.95		07/08/22
2291	MICHAELS STORES 1246 12/22 AP 06/02/22 0140606	BERG 2 RMB SLP '22-THREAD US BANK	142.65		07/08/22
2291	AMZN MKTP US*1X0WG0XO2 AM 12/22 AP 06/02/22 0140606	BERG 2 RMB SLP '22-GLUE US BANK	8.50		07/08/22
2291	AMZN MKTP US*1X6Q01GV0 AM 12/22 AP 05/30/22 0140606	BERG 2 RMB SLP '22-RUBBER US BANK	113.97		07/08/22
2291	AMZN MKTP US*1R8YH2RN0 12/22 AP 05/30/22 0140606	BERG 2RMB SLP'22-NOTEBOKS US BANK	185.89		07/08/22
2291	AMZN MKTP US*806ZP2B13 12/22 AP 05/30/22 0140606	BERG 2RMB SLP '22-ROCKS & US BANK	89.55		07/08/22
2291	BIO CORPORATION 12/22 AP 05/30/22 0140606	BERG 2 RMB SLP '22-OWL US BANK	54.72		07/08/22
2291	FUN EXPRESS 12/22 AP 05/27/22 0140606	BERG 2RMB SLP '22-STICKER US BANK	26.97		07/08/22
2291	AMZN MKTP US*884CI2183 AM 12/22 AP 05/27/22 0140606	BERG 2RMB SLP'22-STICKERS US BANK BERG 2 RMB SLP '22-BADGES	9.99		07/08/22
2291	AMZN MKTP US*PW60J7BE3 AM 12/22 AP 05/27/22 0140606 AMZN MKTP US*1R7495SQ2 AM	US BANK BERG 2 RMB SLP '22-BADGES	8.59		07/08/22
	ACCOUNT TOTAL	BENG 2 NMB DHI 22-BADGED	881.61	. 00	881.61
	ACCOUNT TOTAL		VVII.VI	75.2.2	
101-1061 2291	1-423.89-20 MISCELLANEOUS SERVIC 12/22 AP 06/20/22 0140606	ES / ADULT BOOKS US BANK	14.99		07/08/22
2291	AMAZON.COM*HK2O69VF3 AMZN 12/22 AP 06/20/22 0140606	ADULT BOOKS US BANK	35.49		07/08/22
2291	AMAZON.COM*198XO17N2 AMZN 12/22 AP 06/20/22 0140606	ADULT BOOKS US BANK	43.12		07/08/22
2291	AMAZON.COM*1P3TJ2T33 AMZN 12/22 AP 06/16/22 0140606	ADULT BOOKS US BANK	19.75		07/08/22
2291	AMZN MKTP US*7E75Y00H3 12/22 AP 06/16/22 0140606	ADULT BOOKS US BANK	31.14		07/08/22

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ROUP PO NBR NBR	PER. CD DATE NUMBI		DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 101 G	ENERAL FUND				
	423.89-20 MISCELLANEOUS SERV		continued		
2291	AMZN MKTP US*RV7WH0623 12/22 AP 06/16/22 0140606	ADULT BOOKS US BANK	20.00		07/08/22
	AMAZON.COM*SS3CJ3PW3	ADULT BOOKS	20700		3., 33, 22
2291	12/22 AP 06/16/22 0140606	US BANK	45.15		07/08/22
2291	AMAZON.COM*1974J3BJ3 12/22 AP 06/13/22 0140606	ADULT BOOKS US BANK	16.95		07/08/22
2231	AMAZON.COM*SS8RW00M3 AMZN	ADULT BOOKS	10.93		07/08/22
2291	12/22 AP 06/09/22 0140606	US BANK	12.59		07/08/22
	AMAZON.COM*408U72F83 AMZN	ADULT BOOKS			
2291	12/22 AP 06/08/22 0140606	US BANK	26.99		07/08/22
	AMAZON.COM*YE4T15MI3 AMZN	ADULT BOOKS			
2291	12/22 AP 06/08/22 0140606	US BANK	29.81		07/08/22
	AMZN MKTP US*QH1FA1S23	ADULT BOOKS			/ /
2291	12/22 AP 06/07/22 0140606	US BANK	13.31		07/08/22
2001	AMZN MKTP US*R500Z6ZR3	ADULT BOOKS	41.43		07/00/00
2291	12/22 AP 06/06/22 0140606	US BANK ADULT BOOKS	41.43		07/08/22
2291	AMAZON.COM*BC0WL80S3 AMZN 12/22 AP 06/06/22 0140606	US BANK	252.48		07/08/22
2231	AMAZON.COM*RD8B85K13 AMZN	3RD AGE BOOKS	232.40		07/08/22
2291	12/22 AP 06/06/22 0140606	US BANK	15.99		07/08/22
	AMAZON.COM*1J3WB0H63 AMZN	ADULT BOOKS	20.77		0.,00,22
2291	12/22 AP 06/06/22 0140606	US BANK	30.26		07/08/22
	AMAZON.COM*201PN5B03	ADULT BOOKS			
2291	12/22 AP 05/30/22 0140606	US BANK	50.81		07/08/22
	AMAZON.COM*1R9070YL0	ADULT BOOKS			
2291	12/22 AP 05/30/22 0140606	US BANK	19.95		07/08/22
	AMZN MKTP US*1X8WB2FP2	ADULT BOOKS			
2291	12/22 AP 05/30/22 0140606	US BANK	53.94		07/08/22
	AMZN MKTP US*1R8029Y60	ADULT BOOKS			
2291	12/22 AP 05/25/22 0140606	US BANK	23.52		07/08/22
	AMZN MKTP US*1R6D49V62	ADULT BOOKS			
2291	12/22 AP 05/24/22 0140606	US BANK	16.95		07/08/22
	AMAZON.COM*1R6BV2NH0	ADULT BOOKS		100	
	ACCOUNT TOTA	L	814.62	.00	814.62
101 1061	ADD DO DI MEGGELLANEOUG GERVI	CORO / MAINO ADULE DAQUE			
2291 2291	423.89-21 MISCELLANEOUS SERVI 12/22 AP 06/20/22 0140606	US BANK	16.37		07/08/22
2291	AMAZON.COM*1P3TJ2T33 AMZN	YOUNG ADULT BOOKS	16.37		07/06/22
2291	12/22 AP 06/02/22 0140606	US BANK	17.99		07/08/22
2291	AMAZON.COM*1X2G02G02	YOUNG ADULT BOOKS	17.55		07/00/22
	AMAZON.COM TAZOQZOQZ	100NO ADODI DOORD			
	ACCOUNT TOTA	L	34.36	.00	34.36
101-1061- 2291	423.89-22 MISCELLANEOUS SERVI 12/22 AP 06/20/22 0140606	CES / YOUTH BOOKS US BANK	10.91		07/08/22
2271	AMAZON.COM*1P3TJ2T33 AMZN	YOUTH BOOKS	10.51		07,00/22
	AMAZON, COM*1P310Z133 AMZN	IUUIA AUUKS			

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-111 (	F CEDA	K FALLS								
ROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	CTION NUMBER	]	DESCRIPTION	DEB		CURRENT BALANCE POST DT
		ERAL FU		PET.T.ANEO	IS SERVICE	·s /	YOUTH BOOKS	continued		
2291		12/22	AP 0	6/17/22			BANK	18.0	00	07/08/22
2291			AP 0	6/10/22		US	YOUTH BOOKS BANK	25.8	36	07/08/22
2291		12/22	AP 0	5*5T9GN3: 6/08/22	0140606	US	YOUTH BOOKS BANK	17.6	59	07/08/22
2291		12/22	AP 0	EM3EV2AJ: 5/06/22 ( ML9D33UV:	0140606	US	YOUTH BOOKS BANK YOUTH BOOKS	41.6	51	07/08/22
				ACCO	UNT TOTAL			114.0	0.0	114.07
101-1 2291		12/22	AP 0	CELLANEOU 5/25/22 ( 1R2OF5MT)	0140606		ADULT AUDIO BANK ADULT CD MUSIC	11.	.9	07/08/22
				ACCO	UNT TOTAL			11.1	.9	11.19
101-1 2291		12/22	AP 0	5/08/22	0140606		ADULT VIDEO BANK ADULT VIDEOS	7.2	29	07/08/22
2291		12/22	AP 0	KS6E45VR: 5/08/22 (	0140606	US	BANK	15.5	50	07/08/22
2291		12/22	AP 05	5*QH1FA18 5/30/22 ( 5*1R8029	0140606	US	ADULT VIDEOS BANK ADULT VIDEOS	14.5	50	07/08/22
				ACCO	INT TOTAL			37.2	9 .00	37.29
101-1 2291		12/22	AP 06	CELLANEOU 5/13/22 ( 1Q1GM24D3	0140606	US	YOUTH AUDIO BANK YOUTH CD BOOKS	16.9	99	07/08/22
				ACCOU	JNT TOTAL			16.9	9 .00	16.99
101-1 2291		12/22	AP 06	CELLANEOU 5/15/22 ( 5*EB8SM02	0140606		LIBRARY OF THINGS BANK GAMES	116.9	8	07/08/22
2291		12/22	AP 0	5/13/22 (	0140606	US	BANK	164.9	0	07/08/22
2291		12/22	AP 05	5*9J2FX42 5/30/22	0140606	US	METAL DETECTOR & SPEAKER BANK	35.9	5	07/08/22
2291		12/22	AP 05	2438N4UZ3 5/23/22 ( 5*1L56T1U	0140606	US	BINOCULARS BANK BIRD SONG LYRIC CARDS	40.2	15	07/08/22
				ACCOU	JNT TOTAL			358.0	8 .00	358.08

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PROGRAM GM360L CITY OF CEDAR FALLS			G PERIOD 12/2022
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CPEDITS	CURRENT
FUND 101 GENERAL FUND 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 52 01/23 AP 07/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		07/12/22
ACCOUNT TOTAL	1.52	.00	1.52
101-1118-441.81-31 PROFESSIONAL SERVICES / BUS. RETENTION & CONSULT 2288 12/22 AP 07/06/22 0000000 GROW CEDAR VALLEY FY22 INCENTIVE PAYMENT 2ND 1/2 JAN'22-JUN'22	11,000.00		07/12/22
ACCOUNT TOTAL	11,000.00	.00	11,000.00
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 2290	38.41 35.68 52.14		07/08/22 07/08/22 07/08/22
TST* WHISKEY ROAD TAVERN MEALS: GAINS, PS DIR CANDID	404.00		, ,
ACCOUNT TOTAL	126.23	,00	126.23
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 52 01/23 AP 07/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		07/12/22
ACCOUNT TOTAL	1.52	÷00	1.52
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION 40	220.00		07/12/22
ACCOUNT TOTAL	220.00	.00	220.00
101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE 2299 12/22 AP 06/24/22 0000000 SANDRY FIRE SUPPLY, L.L.C. TURNOUT GEAR-COATS/PANTS 4 SETS FOR GRANT	10,521.95		07/12/22
ACCOUNT TOTAL	10,521.95	.00	10,521.95
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE 2303 12/22 AP 06/28/22 0000000 CITY OF CEDAR FALLS CABLE TV VIDEOGRAPHY FOR OUR TOWN EXHIBITION PROJECT#: 576	400.00		07/12/22

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CITY OF CEL					CURREN
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FIND 101 CF	ENERAL FUND				
101-1199-4 2264	121.31-10 HUMAN DEVELOPMENT GR 12/22 AP 03/10/22 0139616 VOID CHECK LOST	ANTS / GRANTS - CULTURAL SERVICE METRICK-CHEN, LENORE EXHIBITION LOAN FEE. 2ND	continued	1,750.00	06/29/22
PROJECT#: 2263	: 576 12/22 AP 08/16/21 0138153 VISITOR GUIDE ADS 2022	CEDAR FALLS TOURISM/VISITORS	955.00		06/29/22
	ACCOUNT TOTAL		1,355.00	1,750.00	395.00-
101-1199-4 2291	121.31-21 HUMAN DEVELOPMENT GR 12/22 AP 05/23/22 0140606 AMAZON.COM*1R8C79LN0	ANTS / GRANTS-LIBRARY STATE AID US BANK YOUTH BOOKS (IEEE STEM)	9.69		07/08/22
	ACCOUNT TOTAL		9.69	₂₇ 0 0	9.69
101-1199-4 2268	121.31-45 HUMAN DEVELOPMENT GR 12/22 AP 06/15/22 0000000 CONCRETE-BENCH WASHINGTON	ANTS / REC TRAIL GRANTS BENTON'S READY MIX CONCRETE, PARK	175.00		07/12/22
	ACCOUNT TOTAL		175.00	00	175.00
101-1199-4 2319	131.88-01 OUTSIDE AGENCIES / M 12/22 AP 06/30/22 0000000 PAYMENT FOR FY22-FINAL	ET - CF DISABLED METROPOLITAN TRANSIT AUTHORIT	1,187.97		07/12/22
54	01/23 AP 07/01/22 0000000 PAYMENT FOR FY23-1ST QTR	METROPOLITAN TRANSIT AUTHORIT	9,057.50		07/12/22
	ACCOUNT TOTAL		10,245.47	O O	10,245.47
101-1199-4 2319	131.88-02 OUTSIDE AGENCIES / M 12/22 AP 06/30/22 0000000 PAYMENT FOR FY22-FINAL	ET-RTC METROPOLITAN TRANSIT AUTHORIT	791.76		07/12/22
54	01/23 AP 07/01/22 0000000 PAYMENT FOR FY23-1ST QTR	METROPOLITAN TRANSIT AUTHORIT	6,035.00		07/12/22
	ACCOUNT TOTAL		6,826.76	.00	6,826.76
	131.88-11 OUTSIDE AGENCIES / M				/ /
2319	12/22 AP 06/30/22 0000000 PAYMENT FOR FY22-FINAL	METROPOLITAN TRANSIT AUTHORIT	11,250.43		07/12/22
54	01/23 AP 07/01/22 0000000 PAYMENT FOR FY23-1ST QTR	METROPOLITAN TRANSIT AUTHORIT	85,765.00		07/12/22
	ACCOUNT TOTAL		97,015.43	.00	97,015.43

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GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS _____ POST DT ----FUND 101 GENERAL FUND 101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT 01/23 AP 07/01/22 0000000 VEHICLE MAINTENANCE FUND 4,230.00 07/12/22 54 PAYMENT FOR FY23-1ST OTR 4.230.00 . 00 4,230.00 ACCOUNT TOTAL 101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9 07/12/22 12/22 AP 06/30/22 0000000 METROPOLITAN TRANSIT AUTHORIT 1,172.43 2319 PAYMENT FOR FY22-FINAL 07/12/22 54 01/23 AP 07/01/22 0000000 METROPOLITAN TRANSIT AUTHORIT 8.937.50 PAYMENT FOR FY23-1ST OTR 10,109.93 ACCOUNT TOTAL .00 10,109.93 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING 450.00 07/12/22 52 01/23 AP 06/30/22 0000000 CIVICPLUS MUNICODE ADM SUPPORT FEE ANNUAL 6/1/22-5/31/23 ACCOUNT TOTAL 450.00 .00 450.00 101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION 07/12/22 52 01/23 AP 07/08/22 0000000 IOWA LEAGUE-CITIES 220.00 WATERLOO 9/28-9/30/22 REG:ANNUAL CONF.GANFIELD 01/23 AP 07/06/22 0000000 IOWA LEAGUE-CITIES 220.00 07/12/22 40 REG:ANNUAL CONF.S HARDING WATERLOO 9/28-9/30/22 07/12/22 01/23 AP 07/06/22 0000000 IOWA LEAGUE-CITIES 40 220.00 REG:ANNUAL CONF.G SCHULTZ WATERLOO 9/28-9/30/22 01/23 AP 06/27/22 0000000 IOWA LEAGUE-CITIES 220.00 07/12/22 40 REG: ANNUAL CONF.D KRUSE WATERLOO 9/28-9/30/22 880.00 .00 880.00 ACCOUNT TOTAL 101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/08/22 2290 12/22 AP 05/23/22 0140606 US BANK 567.69 HOTEL STAY-S SHEETZ HOMEWOOD SUITES 24.00 07/08/22 2290 12/22 AP 05/23/22 0140606 US BANK WATERLOOREGIONALAIRPORT PARKING FEE-S SHEETZ 07/12/22 2292 12/22 AP 05/10/22 0000000 COMMUNITY MAIN STREET 15.00 ANNUAL MEETING LUNCH 606.69 .00 606.69 ACCOUNT TOTAL 101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH 07/12/22 01/23 AP 07/01/22 0000000 BLACK HAWK CO.HEALTH DEPT. 3,250,00 54 PAYMENT FOR FY23-1ST OTR

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ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
PUND 101 GENERAL FUND 101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH	continued		
ACCOUNT TOTAL	3,250.00	0.0	3,250.00
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER 54 01/23 AP 07/01/22 0000000 CEDAR VALLEY YOUTH SOCCER ASS PAYMENT FOR FY23-1ST QTR	2,500.00		07/12/22
ACCOUNT TOTAL	2,500.00	· 00	2,500.00
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2289	18.20		07/12/22
ACCOUNT TOTAL	18.20	. 00	18.20
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 2290 12/22 AP 06/07/22 0140606 US BANK NFPA NATL FIRE PROTECT BOOKS-NATL FUEL GAS CODE 2290 12/22 AP 06/06/22 0140606 US BANK INT'L CODE COUNCIL INC BOOKS-IMC CODE/COMMENTARY	336.95 393.00		07/08/22 07/08/22
ACCOUNT TOTAL	729.95	.00	729.95
101-2235-412.72-16 OPERATING SUPPLIES / TOOLS 2290 12/22 AP 06/07/22 0140606 US BANK O DONNELL ACE HARDWARE TOOLS-MARK PAINT	42.76		07/08/22
ACCOUNT TOTAL	42.76	. 00	42.76
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS 2292 12/22 AP 12/15/21 0000000 SERVICEWEAR APPAREL, INC. UNIFORMS-J.MAI POLO	19.05		07/12/22
ACCOUNT TOTAL	19.05	O O	19.05
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 2288	110.50		07/12/22
ACCOUNT TOTAL	110.50	.00	110.50

101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS

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מזא ממזא	O ACCTGTRANSACTION R PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT - <b></b>
UND 101	GENERAL FUND	TION / DUES & MEMBERSHIPS	continued		
2290	12/22 AP 05/27/22 0140606	IIS BANK	200.00		07/08/22
2230		DUES/MEMBERSHIP-J CASTLE			
	ACCOUNT TOTAL		200.00	<b>4.00</b>	200.00
	-442.72-11 OPERATING SUPPLIES /				100 100
2290	12/22 AP 06/13/22 0140606 AMERICAN PLANNING A		828.00		07/08/22
2290	12/22 AP 06/13/22 0140606	US BANK	47.00		07/08/22
2,0	12/22 AP 06/13/22 0140606 AMERICAN PLANNING A	BOOKS/MAGAZINES-HOWARD			
	ACCOUNT TOTAL		875.00	· 00	875.00
101-2253 2284	-423.71-01 OFFICE SUPPLIES / OF	FICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	13 //1		07/12/22
284	LETTER TRAY, POST ITS	OFFICE EXPRESS OFFICE PRODUCT	13.41		07/12/22
284		AWARDS, GIFTS & ENGRAVING	115.50		07/12/22
	REC NAME TAGS				/ /
284	12/22 AP 06/28/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	52.26		07/12/22
285	POST IT NOTES 12/22 AP 06/23/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	10.64		07/12/22
	BROOM				
290	12/22 AP 06/17/22 0140606	US BANK	64.98		07/08/22
200	AMZN MKTP US*IE6HD1PK3	LABEL MAKER US BANK	115.99		07/08/22
290	12/22 AP 06/10/22 0140606 AMZN MKTP US*BM30Q8873	CARD PRINTER INK	115.99		07/06/22
290	12/22 AP 06/09/22 0140606	US BANK	58.70		07/08/22
	AMZN MKTP US*MM8FH4XY3	CARDS FOR MEMBERSHIPS			
290	12/22 AP 06/08/22 0140606	US BANK	115.99		07/08/22
290	AMZN MKTP US*4G3CK76N3 12/22 AP 06/06/22 0140606	CARD PRINTER INK US BANK	58.70		07/08/22
200	AMZN MKTP US*8D5BP1FU3	CARDS FOR MEMBERSHIPS	30.70		0., 00,
290	12/22 AP 06/06/22 0140606	US BANK	224.99		07/08/22
	AMZN MKTP US*001RF6S13	CARD PRINTER INK	50 50		07/00/22
290	12/22 AP 06/01/22 0140606 AMZN MKTP US*7D8HI2SK3	US BANK CARDS FOR MEMBERSHIPS	58.70		07/08/22
290	12/22 AP 05/25/22 0140606	US BANK	225.69		07/08/22
	AMZN MKTP US*1R82O4MR2	CARD PRINTER INK			
290	12/22 AP 05/23/22 0140606	US BANK	41.11		07/08/22
	AMAZON.COM*1X5PP1J41 AMZN	PICTURE HANGING STRIPS			
	ACCOUNT TOTAL		1,156.66	∞ 00	1,156.66
01-2252	-423.72-19 OPERATING SUPPLIES /	PRINTING			
301-2255	12/22 AP 06/21/22 0000000		200.00		07/12/22
<del>-</del>	NEW CONDUCT SIGNS FOR				

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GROUP P	O ACCTGTRANSACTION R PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
	GENERAL FUND				
101-2253	-423.72-19 OPERATING SUPPLIES /	PRINTING	continued		
	ACCOUNT TOTAL		200.00	.00	200.00
101-2253	-423.72-28 OPERATING SUPPLIES /	CAMP SUPPLIES			
2290	12/22 AP 06/20/22 0140606 WM SUPERCENTER #753	US BANK CAMP CRAFT SUPPLIES	44.21		07/08/22
2290	12/22 AP 06/20/22 0140606 WAL-MART #0753	US BANK CAMP CRAFT SUPPLIES	8.62		07/08/22
2290	12/22 AP 06/20/22 0140606 WM SUPERCENTER #753	US BANK CAMP SNACKS, CRAFT SUPPLY	43.67		07/08/22
2290	12/22 AP 06/17/22 0140606 O DONNELL ACE HARDWARE	US BANK TOT LOT FLOWERS & POTS	62.45		07/08/22
2290	12/22 AP 06/16/22 0140606 WM SUPERCENTER #753	US BANK CAMP ALDRICH SNACKS	67.19		07/08/22
2290	12/22 AP 06/16/22 0140606 WM SUPERCENTER #753	US BANK CAMP OR HILL SNACKS	90.75		07/08/22
2290	12/22 AP 06/15/22 0140606 WM SUPERCENTER #753	US BANK SNACK FOOD	49.08		07/08/22
2285	12/22 AP 06/13/22 0000000 FIELD TRIP CAMP CF	BLACK HAWK COUNTY CONSERVATIO	240.00		07/12/22
2290	12/22 AP 06/13/22 0140606 WM SUPERCENTER #753	US BANK CAMP ALDIRCH CRAFT SUPPLY	52.65		07/08/22
2290	12/22 AP 06/13/22 0140606 DOLLARTREE	US BANK CAMP-PAPER PLATES, BAGS	6.25		07/08/22
2290	12/22 AP 06/13/22 0140606 WAL-MART #0753	US BANK CAMP HANSEN CRAFT SUPPLY	32.67		07/08/22
2290	12/22 AP 06/06/22 0140606 AMZN MKTP US*EH6AA3093	US BANK PLASTIC CUPS	29.49		07/08/22
2290	12/22 AP 06/06/22 0140606 AMZN MKTP US*CV4YW94C3	US BANK COMPOSTABLE PAPER CUPS	40.49		07/08/22
2290	12/22 AP 06/03/22 0140606 WM SUPERCENTER #753	US BANK CAMP CF SNACKS	112.86		07/08/22
	ACCOUNT TOTAL		880.38	00	880.38
101-2253	-423.72-30 OPERATING SUPPLIES /	REC CENTER EOUIP. & SUPP.			
2290	12/22 AP 06/15/22 0140606 WM SUPERCENTER #753		75.37		07/08/22
2290	12/22 AP 06/10/22 0140606 AMZN MKTP US*BM30Q8873		9.94		07/08/22
2290	12/22 AP 06/03/22 0140606 AMZN MKTP US*LW4EZ2YL3	US BANK	132.70		07/08/22
	ACCOUNT TOTAL		218.01	.00	218.01

101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT

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NBR NB	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCI POST DT
UND 101	GENERAL FUND				
101-2253	-423.72-31 OPERATING SUPPLIES /	YOUTH SPORTS EQUIPMENT	continued		
2301	12/22 AP 06/24/22 0000000 BALLFIELD ANCHORS	RMP SPORTS INC	170.74		07/12/22
2285	12/22 AP 06/10/22 0000000 PROGRAM SHIRTS	XPRESSIONS	426.25		07/12/22
2301	12/22 AP 06/03/22 0000000 PORTABLE TOILETS	COOLEY PUMPING, LLC UNI TENNIS COURTS-CF PARK	95.00		07/12/22
2301	12/22 AP 06/03/22 0000000 PORTABLE TOILETS	COOLEY PUMPING, LLC LIONS BASEBALL FIELD	95.00		07/12/22
2301	12/22 AP 06/03/22 0000000 PORTABLE TOILETS	COOLEY PUMPING, LLC BASEBALL FIELDS	95.00		07/12/22
2290	12/22 AP 05/23/22 0140606 SCHEELS CEDAR FALLS	US BANK  LACE KIT GLOVE 2	29.96		07/08/22
	ACCOUNT TOTAL		911.95	.00	911.95
101-2253	-423.72-32 OPERATING SUPPLIES /	ADULT SPORTS EQUIPMENT			
2290	12/22 AP 06/10/22 0140606 O DONNELL ACE HARDWARE		59.53		07/08/22
2290	12/22 AP 05/25/22 0140606 BUILDERS SELECT LLC 5258	US BANK	107.88		07/08/22
	ACCOUNT TOTAL		167.41	.00	167.41
101-2253	-423.72-41 OPERATING SUPPLIES /	THE FALLS CONCESSIONS			
2284	12/22 AP 06/30/22 0000000 FAC CONCESSIONS FOOD	MYERS-COX COMPANY	1,100.03		07/12/22
2284	12/22 AP 06/30/22 0000000 FAC CONCESSIONS DRINKS	ATLANTIC COCA-COLA	478.82		07/12/22
2284	12/22 AP 06/30/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	72.00		07/12/22
2284	12/22 AP 06/30/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	64.00		07/12/22
2284	12/22 AP 06/30/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	64.00		07/12/22
2284	12/22 AP 06/29/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	72.00		07/12/22
2284	12/22 AP 06/29/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	72.00		07/12/22
2284	12/22 AP 06/29/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	72.00		07/12/22
2284	12/22 AP 06/28/22 0000000 FAC CONCESSIONS PIZZA	PAPA JOHN'S PIZZA	72.00		07/12/22
2284	12/22 AP 06/28/22 0000000	PAPA JOHN'S PIZZA	40.00		07/12/22
2284	FAC CONCESSIONS PIZZA 12/22 AP 06/27/22 0000000	PAPA JOHN'S PIZZA	48.00		07/12/22
	FAC CONCESSIONS PIZZA				

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GROUP NBR 1	PO NBR	ACCTG PER.	CD	TRANS	ACTION NUMBER	DESCRIPTION	DEBITS	CURRENT CREDITS BALANCE
								POST DT
FUND 101	1 GEN	ERAL FU	ND					
	53-42	3.72-41	OPE			THE FALLS CONCESSIONS	continued	
2225				SIONS PI		DADA TOURIS DIZZA	40.00	07/12/22
2285		5 PIZZA		06/26/22	0000000	PAPA JOHN'S PIZZA	40.00	0 / / 12 / 22
2285				6/26/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
		6 PIZZA				DIDI TOURIS DIEGO	40.00	07/12/22
2285		12/22 A		16/26/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2285				06/25/22	0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
		9 PIZZA						07/10/00
2285				06/25/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2285		6 PIZZA:		6/25/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
		6 PIZZA	S					
2285				6/24/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2285		6 PIZZA:		16/24/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2205		6 PIZZA		,0,21,22	000000			
2285					0000000	MYERS-COX COMPANY	2,093.33	07/12/22
2285		CONCESS:			0000000	ATLANTIC COCA-COLA	677.50	07/12/22
2285		COKE PRO			0000000	ATLANTIC COCA-COLA	677.30	07/12/22
2285					0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
		9 PIZZA		- ( (		DID TOWNS DIES	70.00	07/12/22
2285		12/22 1 9 PIZZA:		16/22/22	0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
2285				6/21/22	0000000	DIPPIN' DOTS, LLC	1,589.96	07/12/22
				-CONCES				/ /
2285		12/22 Z CONCESS			0000000	MYERS-COX COMPANY	595.56	07/12/22
2285					0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
		9 PIZZA		-,,				
2285				6/21/22	0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
2285		9 PIZZA;		6/21/22	0000000	PAPA JOHN'S PIZZA	40.00	07/12/22
2203		5 PIZZA		,0,21,12	000000			,
2285					0000000	PAPA JOHN'S PIZZA	72.00	07/12/22
2285		NINE PI			0000000	PAPA JOHN'S PIZZA	64.00	07/12/22
2285		IZ/ZZ Z EIGHT P			0000000	PAPA JOHN'S PIZZA	04.00	07/12/22
2285					0000000	PAPA JOHN'S PIZZA	56.00	07/12/22
		7 PIZZA:		- 1 1		DID TOWN O DEGG	40.00	07/12/22
2285		12/22 A 6 PIZZA!		06/20/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2285				6/19/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
		SIX PIZ	ZAS				.=	
2285				06/19/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
2285		SIX PIZ:		6/18/22	0000000	PAPA JOHN'S PIZZA	48.00	07/12/22
		SIX PIZ		-,,				

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ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

------GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE ______POST DT ----FUND 101 GENERAL FUND 101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS continued 07/12/22 12/22 AP 06/18/22 0000000 PAPA JOHN'S PIZZA 72.00 2285 NINE PIZZAS 12/22 AP 06/18/22 0000000 PAPA JOHN'S PIZZA 48.00 07/12/22 2285 SIX PIZZAS 12/22 AP 06/18/22 0000000 PAPA JOHN'S PIZZA 48.00 07/12/22 2285 SIX PIZZAS 2285 MYERS-COX COMPANY 378.56 07/12/22 12/22 AP 06/17/22 0000000 CONCESSIONS 07/12/22 2285 12/22 AP 06/17/22 0000000 PAPA JOHN'S PIZZA 48.00 SIX PIZZAS 48,00 07/12/22 2285 12/22 AP 06/17/22 0000000 PAPA JOHN'S PIZZA SIX PIZZAS 129.45 07/08/22 2290 12/22 AP 06/17/22 0140606 US BANK CON SPOONS/CUPS MARTIN BROTHERS 2284 12/22 AP 06/16/22 0000000 ATLANTIC COCA-COLA 206.38 07/12/22 FAC CONCESSIONS DRINKS 2284 12/22 AP 06/16/22 0000000 MYERS-COX COMPANY 1,256.87 07/12/22 FAC CONCESSIONS FOOD 72.00 2284 12/22 AP 06/16/22 0000000 PAPA JOHN'S PIZZA 07/12/22 FAC CONCESSIONS PIZZA 2284 12/22 AP 06/16/22 0000000 PAPA JOHN'S PIZZA 72.00 07/12/22 FAC CONCESSIONS PIZZA 72.00 07/12/22 2284 12/22 AP 06/15/22 0000000 PAPA JOHN'S PIZZA FAC CONCESSIONS PIZZA 2290 12/22 AP 06/15/22 0140606 US BANK 126.39 07/08/22 MARTIN BROTHERS CON SPOONS ACCOUNT TOTAL 10,872.85 .00 10,872.85 101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP 07/08/22 2290 12/22 AP 06/02/22 0140606 US BANK 585.00 STEP FITNESS STEP PLATFORMS .00 ACCOUNT TOTAL 585.00 585.00 101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS 07/12/22 2284 12/22 AP 06/28/22 0000000 CARRICO AQUATIC RESOURCES INC 625.56 FAC REPLACEMENT STEPS 3M 2284 12/22 AP 06/23/22 0000000 ACCO UNLIMITED CORPORATION 1,364.90 07/12/22 FAC LIQUID CHLORINATION 2285 12/22 AP 06/20/22 0000000 ACCO UNLIMITED CORPORATION 2,385.10 07/12/22 CL2, ACID, SODIUM BICARB 2290 12/22 AP 06/16/22 0140606 US BANK 23.38 07/08/22 O DONNELL ACE HARDWARE POOL ACID ACCOUNT TOTAL 4,398.94 .00 4.398.94

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2290

AMERICAN RED CROSS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-2253-423.73-55 OTHER SUPPLIES / MEDIA 07/08/22 12/22 AP 05/30/22 0140606 US BANK 12.99 2290 CANVA* I03433-21081308 ACCOUNT TOTAL 12.99 .00 12.99 101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 12/22 AP 06/27/22 0000000 CEDAR FALLS RUGBY 639.00 07/12/22 2301 RUGBY CAMP 6/7-6/28/22 639,00 639.00 ACCOUNT TOTAL .00 101-2253-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 2290 12/22 AP 06/13/22 0140606 US BANK 175.00 07/08/22 MEMBERSHIP DUES-SOPPE NRPA OPERATING ACCOUNT TOTAL 175.00 .00 175.00 101-2253-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION 07/08/22 12/22 AP 05/26/22 0140606 US BANK 340.00 POOL OPERATOR CLASS IOWA PARK AND RECREATION ACCOUNT TOTAL 340.00 .00 340.00 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP 07/12/22 2308 12/22 AP 05/27/22 0000000 ARAMARK 17.50 REC CENTER MATS 2308 12/22 AP 05/13/22 0000000 ARAMARK 17.50 07/12/22 REC CENTER MATS 2285 12/22 AP 05/06/22 0000000 AIRE SERV.OF THE CEDAR VALLEY 4.200.00 07/12/22 HEAT PUMPS ACCOUNT TOTAL 4,235,00 -00 4.235.00 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. 12/22 AP 06/26/22 0000000 PLUMB TECH INC. 2285 2,218.43 07/12/22 REPAIR LR BOILER 12/22 AP 06/20/22 0140606 US BANK 108.93 07/08/22 2290 AMAZON.COM*X35346S03 AMZN ENZYME TIMERS 2290 12/22 AP 06/20/22 0140606 US BANK 67.37 07/08/22 ROUNDUP - VELCRO O DONNELL ACE HARDWARE 2290 12/22 AP 06/10/22 0140606 US BANK 27.67 07/08/22 O DONNELL ACE HARDWARE CONSC BULBS 12/22 AP 06/09/22 0140606 32.00 07/08/22

US BANK

STAFF CERT CPR

ACCOUNTING PERIOD 12/2022

ACCOUNT ACTIVITY LISTING PREPARED 07/12/2022, 10:17:35 PROGRAM GM360L

GROUP	PO	ACCTG			CTION				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE POST DT
		NERAL FU		. TD . 147	***********	/ MARIE DALLO DEDATO C MATAM			
2290	253-4				0140606	/ THE FALLS REPAIR & MAINT. US BANK	43.33		07/08/22
2250				CE HARDW		JR HIGH LOCKER LOCKS	15.55		07,00,22
2290					0140606	US BANK		608.00	07/08/22
2290		AMERICA			0140606	CPR CERTIFICATION REFUND US BANK	41.00		07/08/22
2230				O CROSS	0140606	STAFF RECERT LIFEGUARD	41.00		07/08/22
2290				5/30/22	0140606	US BANK	608.00		07/08/22
		AMERICA				STAFF CERTIFICATION CPR	500.00		07/00/00
2290		12/22 AMERICA		5/30/22	0140606	US BANK CPR CLASS	608.00		07/08/22
2290				5/30/22	0140606	US BANK	109.62		07/08/22
				CE HARDW		FOAM, ROUNDUP, BATTERIES			
2290				5/25/22		US BANK	12.99		07/08/22
2290				OF CEDAR 5/25/22		MOW BELT POOL MAIN US BANK	48.43		07/08/22
2230				CE HARDW		LOCKS/EXTRA KEYS	±0.43		07/00/22
2290		12/22	AP 0	5/23/22	0140606	US BANK	394.30		07/08/22
				DLSUPPLI		POOL VAC FILTERS	250.00		05/00/00
2290				5/23/22 LR6SP94D	0140606	US BANK STORAGE LOCKERS	359.99		07/08/22
2290					0140606		149.98		07/08/22
					ARE	ANITSLIP TAPE FOR ELEPHAN			, , , , ,
				ACCO	UNT TOTAL		4,830.04	608.00	4,222.04
101-2	280-4	23.71-01	L OFF	CE SUPP	LIES / OFF	ICE SUPPLIES			
42					0000000 ER,	OFFICE EXPRESS OFFICE PRODUCT CARDSTOCK	79.16		07/12/22
			,		,				
				ACCO	UNT TOTAL		79.16	.00	79.16
101-2	280-4	23.72-11	l OPEI	RATING S	UPPLIES /	DUES, BOOKS, MAGAZINES			
2290					0140606			4.90	07/08/22
2290					EW 0140606		74.90		07/08/22
2290				AN REVI		TWO YEAR SUBSCRIPTION	74.90		07/08/22
		0111 11 1	HILLIC.	224 1001		TWO TERM DODDERTZ TION			
				ACCO	UNT TOTAL		74.90	4.90	70.00
101 0	200 4	02 50 50	0.000	NAMENIA A	UDDI TEG	GLAGGROOM GURRI TEG			
2290					0140606	CLASSROOM SUPPLIES US BANK	192.33		07/08/22
22,0				TER #753		SNACKS, TAPE, DOWELS, BEADS,			01,00,00
2290				5/17/22	0140606	US BANK	75.65		07/08/22
2290		DOLLAR		116/22	0140606	BAKING SODA, TAPE, BRUSHES US BANK	15.78		07/08/22
2230				5/16/22 5*RS4V87	0140606 YJ3	MAGNIFYING GLASSES	13.70		07/00/22
			51						

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CITY OF CEDAR FALLS

------GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ----- POST DT ----FUND 101 GENERAL FUND 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES continued 13.75 07/08/22 2290 12/22 AP 06/13/22 0140606 DOLLAR TREE GLUE, TAPE, COOKIES FOR 106.39 07/08/22 2290 12/22 AP 06/10/22 0140606 US BANK AMZN MKTP US*ET57J77V3 PAINT BRUSH, PINS, SCARVES 61.59 07/08/22 2290 12/22 AP 06/10/22 0140606 US BANK BOTTLE, DYES DBC*BLICK ART MATERIAL 185.82 07/08/22 2290 12/22 AP 06/06/22 0140606 US BANK SNACKS, BOBBLES, CHALK WAL-MART #0753 12/22 AP 06/03/22 0140606 27.65 07/08/22 2290 US BANK CLEAR JUMBO GEMS MICHAELS #9490 12/22 AP 06/03/22 0140606 US BANK 16.48 07/08/22 2290 MICHAELS #9490 MAGNET DOTS 2290 12/22 AP 06/02/22 0140606 US BANK 17.20 07/08/22 WATERCOLOR PAPER MICHAELS #9490 54.47 07/08/22 2290 12/22 AP 05/27/22 0140606 US BANK AMZN MKTP US*AO5NB2FV3 FACEPAINTING SUPPLIES 61.95 07/08/22 2290 12/22 AP 05/27/22 0140606 US BANK AMZN MKTP US*1R5TB3BH0 MAGNETS AND GEMSTONES 97.05 07/08/22 2290 12/22 AP 05/25/22 0140606 US BANK WM SUPERCENTER #753 BUTTONS, SLIME FOAM BEADS, 2290 12/22 AP 05/25/22 0140606 69.98 07/08/22 AMAZON.COM*UT5SG8883 AMZN MODELING CLAY 2290 12/22 AP 05/24/22 0140606 US BANK 37.23 07/08/22 MICHAELS #9490 CRICUT KNIFE BLADE 12/22 AP 05/23/22 0140606 2290 US BANK 33.35 07/08/22 MICHAELS #9490 BIRDHOUSE AND GRID PAPER ACCOUNT TOTAL 1,066.67 .00 1,066.67 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES 12/22 AP 06/20/22 0000000 SIGNS BY TOMORROW 126.00 07/12/22 2303 LABELS FOR SCHWARZ & PERM COLLECTION PIECES 2290 12/22 AP 06/13/22 0140606 US BANK 4,27 07/08/22 SALES TAX REFUND MENARDS CEDAR FALLS IA 65.24 07/08/22 2290 12/22 AP 06/06/22 0140606 US BANK GALLERY SHELVES FOR MENARDS CEDAR FALLS IA 07/08/22 2290 12/22 AP 05/30/22 0140606 US BANK 200.12 SHELVES FOR SCHWARZ SHOW MENARDS CEDAR FALLS IA 2290 12/22 AP 05/25/22 0140606 US BANK 28.18 07/08/22 GALLERY PAINT, SCHWARZ DIAMOND VOGEL PAINT #210 07/08/22 2290 12/22 AP 05/23/22 0140606 US BANK 48.00 DIAMOND VOGEL PAINT #210 GALLERY PAINT, SCHWARZ 467.54 ACCOUNT TOTAL 4.27 463.27 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE 07/12/22 2303 12/22 AP 06/28/22 0000000 ICE CUBE PRESS 200.00

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101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS

AMZN MKTP US*1R5708B41

12/22 AP 06/15/22 0140606 US BANK

2290

CITY OF CEDAR FALLS

PAGE 20 PROGRAM GM360L ACCOUNTING PERIOD 12/2022 ______ GROUP PO ACCTG ----TRANSACTION----NBR NBR PER, CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE _____ POST DT ----FUND 101 GENERAL FUND 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE continued BACH & BLUES BOOKS 200.00 .00 200.00 ACCOUNT TOTAL 101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. 25.99 07/08/22 12/22 AP 06/20/22 0140606 US BANK 2290 O DONNELL ACE HARDWARE CANOPY WEIGHTS 2290 12/22 AP 06/13/22 0140606 US BANK 3.89 07/08/22 KWIK STAR 72600007260 WATER FOR PUBLIC EVENT ACCOUNT TOTAL 29.88 . 00 29 88 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 12/22 AP 06/30/22 0000000 JOHNSTON, ARON 2303 200.00 07/12/22 ART/ENVIRONMENT VIRTUAL TALK 6/30/22 9.84 07/12/22 2303 12/22 AP 06/24/22 0000000 ARAMARK RUG SERVICE 42 01/23 AP 07/01/22 0000000 BRUCHER, J DELFS 350.00 07/12/22 PARTY ON PATIO CONCERT JULY 28 01/23 AP 06/24/22 0000000 JONES, ACE 350.00 07/12/22 42 PARTY ON PATIO CONCERT JULY 21 .00 909.84 909.84 ACCOUNT TOTAL 101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS 12/22 AP 06/10/22 0140606 US BANK 12.95 07/08/22 2290 CANVA* I03446-19307673 MONTHLY FEE 2290 12/22 AP 06/10/22 0140606 US BANK 42.79 07/08/22 JUNE FB ADS FACEBK EEFG2FKYN2 12/22 AP 06/06/22 0140606 US BANK 37.68 07/08/22 2290 FACEBK FHDYJEBZN2 JUNE FB ADS 12/22 AP 06/06/22 0140606 250.00 07/08/22 2290 IIS BANK FACEBK F2LWFF3ZN2 MAY FB ADS 250.00 07/08/22 2290 12/22 AP 06/03/22 0140606 US BANK FACEBK OLFTJR7ZN2 JUNE FR ADS 97.20 07/08/22 2290 12/22 AP 05/27/22 0140606 BUSY BEAVER BUTTON CO. BUTTONS FOR SCHWARZ SHOW CEDAR FALLS TOURISM/VISITORS 955.00 2263 12/22 AP 08/16/21 0138153 06/29/22 VISITOR GUIDE ADS 2022 ACCOUNT CORRECTION 690.62 955.00 264.38-ACCOUNT TOTAL

RETURN SUPPLIES

26.98

07/08/22

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NBR NB	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	GENERAL FUND -423.89-01 MISCELLANEOUS SERVICE	S / MISCRIJANROUS	continued		
2290	12/22 AP 06/15/22 0140606	US BANK	Concanada	28.65	07/08/22
2290	AMAZON.COM*1R5JD9S42 12/22 AP 05/27/22 0140606 AMAZON.COM*1R5JD9S42	RETURN SUPPLIES US BANK SUPPLIES	28.65		07/08/22
	ACCOUNT TOTAL		28.65	55.63	26.98-
	-423.89-33 MISCELLANEOUS SERVICE		103.00		07/10/00
2303	12/22 AP 06/24/22 0000000 ANNUAL MEETING POSTCARD	KAREN'S PRINT-RITE	103.00		07/12/22
2290	12/22 AP 06/20/22 0140606 HY-VEE CEDAR FALLS 1052	US BANK  JUICE FOR SCHWARZ OPENING	12.58		07/08/22
2290	12/22 AP 06/20/22 0140606 PANERA BREAD #203210 O		162.02		07/08/22
	ACCOUNT TOTAL		277.60	.00	277.60
101-4511	-414.71-01 OFFICE SUPPLIES / OFF	ICE SUPPLIES			
52		OFFICE EXPRESS OFFICE PRODUCT	3.04		07/12/22
	ACCOUNT TOTAL		3.04	.00	3.04
101-4511	-414.72-02 OPERATING SUPPLIES /	LAUNDRY			
2299	12/22 AP 06/24/22 0000000 TOWELS-STATION #1	ARAMARK	8.45		07/12/22
2299	12/22 AP 06/24/22 0000000 TOWELS; MATS-PSS BUILDING	ARAMARK	19.58		07/12/22
	ACCOUNT TOTAL		28.03	₈ 0 0	28.03
101-4511	-414.72-07 OPERATING SUPPLIES /	EMS/RESCUE SUPPLIES			
2290	12/22 AP 05/27/22 0140606 AED SUPERSTORE	US BANK AED CARRYING CASE-SHOK BX	202.23		07/08/22
	ACCOUNT TOTAL		202.23	.00	202.23
101-4511 2290	-414.72-20 OPERATING SUPPLIES / 0 12/22 AP 06/03/22 0140606 FLASHLIGHTDISTRIBUTOR.COM	OFFICERS EQUIPMENT US BANK FLASHLIGHTS FOR FIRE GEAR	1,658.00		07/08/22
	ACCOUNT TOTAL		1,658.00	¥ 0 0	1,658.00
	110000111 1011111		-,		_,

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CITY OF CEDAR FALLS

_______ GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS 12/22 AP 06/02/22 0140606 US BANK 19.84 07/08/22 2290 WM SUPERCENTER #753 BEDDING-NEW PSO 19.84 .00 19.84 ACCOUNT TOTAL 101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES 53.94 07/12/22 12/22 AP 06/24/22 0000000 O'DONNELL ACE HARDWARE 2299 FOR STURGIS PARADE CAR CLEANING SUPPLIES 90.01 07/12/22 2299 12/22 AP 06/23/22 0000000 MENARDS-CEDAR FALLS WATER: CLEANING SUPPLIES: BATTERIES; DRYER SHEETS 143.95 - 00 143.95 ACCOUNT TOTAL 101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/08/22 12/22 AP 06/20/22 0140606 US BANK 15.12 2290 PANERA BREAD #606171 K MEALS-CMC TRAINING ACCOUNT TOTAL 15.12 .00 15.12 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION 07/08/22 2290 12/22 AP 05/23/22 0140606 US BANK 80.00 EMT CERT. - ETHAN SCHULTZEN DPH REGULATORY PROGRAMS ACCOUNT TOTAL 80.00 · 00 80.00 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 07/12/22 12/22 AP 06/24/22 0000000 O'DONNELL ACE HARDWARE 2299 45.96 BOAT TOOLS .00 ACCOUNT TOTAL 45.96 45.96 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE SHIRT SHACK INC., THE 335.82 07/12/22 2299 12/22 AP 06/30/22 0000000 T-SHIRTS; INVENTORY 07/08/22 2290 12/22 AP 06/16/22 0140606 72.13 SHOE CARNIVAL WEB UNIFORM ALLOWANCE-SHOES 170.00 07/08/22 2290 12/22 AP 06/09/22 0140606 US BANK FSP*BROWNS SHOE FIT CO -C UNIFORM ALLOWANCE-SHOES 363.46 07/12/22 2300 12/22 AP 06/02/22 0000000 WERTJES UNIFORMS PSO UNIFORM ALLOWANCE KYLE JANIKOWSKI 2299 12/22 AP 05/31/22 0000000 WERTJES UNIFORMS 33.95 07/12/22 UNIF.ALLOW.-STRIPES SEWN TODD TAYLOR ACCOUNT TOTAL 975.36 .00 975.36

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CITY OF CEDAR FALLS

GROUP PONBR NB:	O ACCTGTRANSACTION R PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101	GENERAL FUND				
101-5521	-415.71-01 OFFICE SUPPLIES / OF				
2300	12/22 AP 06/24/22 0000000 CREDIT-PAPER ADJUSTMENT	OFFICE EXPRESS OFFICE PRODUCT		17.92	07/12/22
2300	12/22 AP 06/16/22 0000000 REPORT COVERS	OFFICE EXPRESS OFFICE PRODUCT	26.46		07/12/22
2300	12/22 AP 06/15/22 0000000 PENS; PAPER; LABELS; FOLDERS		315.61		07/12/22
52	01/23 AP 07/07/22 0000000 COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	3.04		07/12/22
	ACCOUNT TOTAL		345.11	17.92	327.19
101-5521	-415.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
2300	12/22 AP 07/03/22 0000000 ON-SITE DOC. DESTRUCTION	SHRED-IT USA	69.89		07/12/22
2300	12/22 AP 07/01/22 0000000 2 PD CAR WASHES		29.90		07/12/22
2300	12/22 AP 07/01/22 0000000 TOW & WINCH OUT PD#13	L & M TRANSMISSION #22-042254	75.00		07/12/22
2300	12/22 AP 07/01/22 0000000 TOW & STORE-YAMAHA MT07	L & M TRANSMISSION #22-044252;IG7102;ARREST	75.00		07/12/22
2300	12/22 AP 07/01/22 0000000 TOW PD#18 TO PUBLIC WORKS	L & M TRANSMISSION ACCIDENT	75.00		07/12/22
2300	12/22 AP 07/01/22 0000000 TOW PD#15 TO PUBLIC WORKS	L & M TRANSMISSION FLAT TIRE	75.00		07/12/22
2300	12/22 AP 07/01/22 0000000 INVESTIGATIVE SOFTWARE	THOMSON REUTERS - WEST 06/01/22-06/30/22	299.93		07/12/22
2300	12/22 AP 06/29/22 0000000 TOW JETTA-WAVERLY IMPOUND	DALES SERVICE INC. #22-050753	140.00		07/12/22
2299	12/22 AP 06/24/22 0000000 TOWELS; MATS-PSS BUILDING	ARAMARK	19.58		07/12/22
2300	12/22 AP 06/15/22 0000000 TOW DODGE TRUCK-ARREST	RASMUSSON CO., THE #22-045772	75.00		07/12/22
2300	12/22 AP 06/15/22 0000000 NAME TAGS	DICKEY'S PRINTING KRAMER/LUCK/JANIKOWSKI	78.00		07/12/22
2300	12/22 AP 06/14/22 0000000 NOTARY STAMP-J.GERZEMA	DES MOINES STAMP MFG. CO.	28.70		07/12/22
	ACCOUNT TOTAL		1,041.00	.00	1,041.00
101-5521	-415.72-08 OPERATING SUPPLIES /	CAMERA & PHOTO FOUL PMENT			
2290	12/22 AP 06/10/22 0140606 SIRCHIE FINGER PRINT LABO	US BANK	431.15		07/08/22
	ACCOUNT TOTAL		431.15	-00	431.15

101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT

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FUND 101 GENERAL FUND  101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 2300 12/22 AP 06/28/22 0000000  OPT.EQUIPMENT-CUFF HOLDER 2300 12/22 AP 06/09/22 0000000  OPT.EQUIPBELT KEEPERS 2300 12/22 AP 06/09/22 0000000  OPT.EQUIPCUFFS; CUFF KEY 2300 12/22 AP 06/09/22 0000000  OPT.EQUIPDBL.MAG.; KNIFE 2300 12/22 AP 06/06/22 0000000  WERTJES UNIFORMS	15.99 99.99 32.00 88.45 77.55	07/12/2 07/12/2 07/12/2 07/12/2 07/12/2
101-5521-415.72-20 OPERATING SUPPLIES	15.99 99.99 32.00 88.45 77.55 49.99	07/12/2 07/12/2 07/12/2 07/12/2
12/22 AP 06/28/22 0000000   WERTJES UNIFORMS	15.99 99.99 32.00 88.45 77.55 49.99	07/12/2 07/12/2 07/12/2 07/12/2
OPT.EQUIPMENT-CUFF HOLDER  12/22 AP 06/21/22 0000000  12/22 AP 06/09/22 0000000  OPT.EQUIPBELT KEEPERS OPT.EQUIPCUFFS; CUFF KEY  2300 12/22 AP 06/09/22 0000000  OPT.EQUIPCUFFS; CUFF KEY CEDRIC DANIELSON  2300 12/22 AP 06/09/22 0000000  OPT.EQUIPDBL.MAG.; KNIFE OPT.EQUIPDBL.MAG.; KNIFE  12/22 AP 06/06/22 0000000  OPT.EQUIPCUFFS; CUFF KEY CEDRIC DANIELSON  OPT.EQUIPDBL.MAG.; KNIFE CEDRIC DANIELSON  OPT.EQUIPMENT-CUFF CASE KARI REA	32.00 88.45 77.55 49.99	07/12/2 07/12/2 07/12/2 07/12/2
2300 12/22 AP 06/21/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-FLASHLIGHT JOHN ZOLONDEK  2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPBELT KEEPERS CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPCUFFS;CUFF KEY CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.;KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	32.00 88.45 77.55 49.99	07/12/2 07/12/2 07/12/2 07/12/2
2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPBELT KEEPERS CEDRIC DANIELSON 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPCUFFS;CUFF KEY CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.;KNIFE CEDRIC DANIELSON 0PT.EQUIP.DBL.MAG.;KNIFE CEDRIC DANIELSON OPT.EQUIPMENT-CUFF CASE KARI REA	88.45 77.55 49.99	07/12/2 07/12/2 07/12/2
OPT.EQUIPBELT KEEPERS 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPCUFFS; CUFF KEY CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.; KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	88.45 77.55 49.99	07/12/2 07/12/2 07/12/2
2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPCUFFS;CUFF KEY CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.;KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	88.45 77.55 49.99	07/12/2 07/12/2
OPT.EQUIPCUFFS;CUFF KEY CEDRIC DANIELSON 2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.;KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	77.55 49.99	07/12/2 07/12/2
2300 12/22 AP 06/09/22 0000000 WERTJES UNIFORMS OPT.EQUIPDBL.MAG.; KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	77.55 49.99	07/12/2
OPT.EQUIPDBL.MAG.; KNIFE CEDRIC DANIELSON 2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	49.99	07/12/2
2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS OPT.EQUIPMENT-CUFF CASE KARI REA	49.99	
OPT.EQUIPMENT-CUFF CASE KARI REA		
	124.50	08/30/0
2200 12/22 AD 06/02/22 0000000 MEDUTES INTERDED	124.50	07/10/0
2300 12/22 AP UO/UZ/22 UUUUUUU WERIUES UNIFURMS		07/12/2
INTL.EQUIPNEW OFFICER KYLE JANIKOWSKI		
2300 12/22 AP 05/19/22 0000000 WERTJES UNIFORMS	99.99	07/12/2
OPT.EQUIPMENT-FLASHLIGHT HANNAH HOFFA		
2300 12/22 AP 05/15/22 0000000 WERTJES UNIFORMS	43.00	07/12/2
INNER BELT CHRISTIAN BAUMGAR	RTNER	
2300 12/22 AP 05/15/22 0000000 WERTJES UNIFORMS	32.00	07/12/2
OPT.EQUIPBELT KEEPERS CHRISTIAN BAUMGAF	RTNER	
2300 12/22 AP 05/12/22 0000000 WERTJES UNIFORMS	24.00	07/12/2
OPT.EQUIPBELT KEEPERS STEPHANIE MOORE		
ACCOUNT TOTAL	687.46	.00 687.4
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRA	MA	
2300 12/22 AP 06/24/22 0000000 WERTJES UNIFORMS	84.00	07/12/2
UNIFORM ALLOWANCE-PANTS DAN JAEGER	04.00	07/12/2
2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS	132,99	07/12/2
UNIF.ALLOWPANTS; POLO NIK ERICKSON	132.33	0.7 127 2.
2300 12/22 AP 06/06/22 0000000 WERTJES UNIFORMS	52.99	07/12/2
OPT.EQUIPMENT-CUFF CASE NIK ERICKSON	32133	01,12,2
ACCOUNT TOTAL	269.98	.00 269.9
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE		
2290 12/22 AP 05/30/22 0140606 US BANK	7.38	07/08/2:
USPS PO 1814940913 POSTAGE-SEIZED VE	HICLE	
ACCOUNT TOTAL	7.38	.00 7.38
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICE		
2300 12/22 AP 06/15/22 0000000 NET TRANSCRIPTS, INC.	55.72	07/12/2:
TRANSCRIPTION SERVICES #22-005260		
2300 12/22 AP 06/15/22 0000000 NET TRANSCRIPTS, INC.	147.26	07/12/2
TRANSCRIPTION SERVICES #22-033040		

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ROUP I NBR NI	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCI
UND 101	GENERAL FUND				
101-5521	1-415.81-01 PROFESSIONAL SERVICE	S / PROFESSIONAL SERVICES	continued		
	ACCOUNT TOTAL		202.98	· 00	202.98
	ACCOUNT TOTAL		202.90	00	202.9
101-5521	1-415.83-04 TRANSPORTATION&EDUCA	TION / DUES & MEMBERSHIPS			
2290	12/22 AP 06/20/22 0140606 SQ *NATIONAL TACTICAL OFF	US BANK NTOA MEMB.DUES-Z. LADAGE	35.00		07/08/2
2290	12/22 AP 06/09/22 0140606	US BANK	25.00		07/08/2
2290	IOWA NARCOTICS OFFICER	1 YR.MEMBERSHIP-D.O'NEILL US BANK	25.00		07/00/0
2290	12/22 AP 06/09/22 0140606 PAYPAL *MIDWESTGANG	MEMBERSHIP-DENNIS O'NEILL	25.00		07/08/22
290	12/22 AP 06/08/22 0140606	US BANK	35.00		07/08/22
2290	SQ *NATIONAL TACTICAL OFF 12/22 AP 06/06/22 0140606	NTOA MEMB.DUES-TIM SMITH US BANK	30.00		07/08/2
	IA SECRETARY OF STATE	RENEW NOTARY-B. MADSEN			
2290	12/22 AP 06/06/22 0140606 IA SECRETARY OF STATE	US BANK RENEW NOTARY-JON GERZEMA	30.00		07/08/2
	ACCOUNT TOTAL		180.00	.00	180.0
101-5521	1-415.83-05 TRANSPORTATION&EDUCA	TION / TRAVEL (FOOD/MILEAGE/LOD)			
2290	12/22 AP 06/20/22 0140606	US BANK	342.72		07/08/2
2290	COUNTRY INN & SUITES A 12/22 AP 06/16/22 0140606	HTLCANNABIS SCHHOEFT US BANK	140.38		07/08/2
	RAMADA DES MOINES AIRPOR	HTLGRANT WRITING-CARMAN			4 4
2290	12/22 AP 05/27/22 0140606 SUBWAY 35634	US BANK MEALS-FIREARMS TRAINING	26.39		07/08/2
2290	12/22 AP 05/23/22 0140606	US BANK	25.20		07/08/2
2000	CURB SVC LV YCS	TRVLTASER SCH-SCHREIBER	2.00		07/00/0
290	12/22 AP 05/23/22 0140606 JIMMY JOHNS ~ 2449	US BANK MEALS-TASER SCH-SCHREIBER	9.08		07/08/22
290	12/22 AP 05/23/22 0140606	US BANK	50.24		07/08/2
290	MON AMI GABI VEGAS 12/22 AP 05/23/22 0140606	MEALS-TASER SCH-SCHREIBER US BANK	16.56		07/08/22
	A FRESH ATTRC CART LAS	MEALS-TASER SCH-SCHREIBER			
290	12/22 AP 05/23/22 0140606 DES MOINES AIRPORT AUTHOR	US BANK TRVLTASER SCH-SCHREIBER	112.00		07/08/22
2290	12/22 AP 05/23/22 0140606	US BANK	54.07		07/08/22
	MGM GRAND - MORIMOTO	MEALS-TASER SCH-SCHREIBER	252 25		0= /00 /00
290	12/22 AP 05/23/22 0140606 MGM GRAND - FRONT DESK	US BANK HTLTASER SCH-SCHREIBER	973.97		07/08/22
290	12/22 AP 05/23/22 0140606	US BANK	78.25		07/08/22
2290	SHELL SERVICE STATION 12/22 AP 05/23/22 0140606	FUEL-EXEC.MGMTT.SMITH US BANK	522.50		07/08/22
.230	COURTYARD BY MARRIOTT	HOTEL-EXEC.MGMTT.SMITH	322.30		07/08/22
2290	12/22 AP 05/23/22 0140606	US BANK	17.13		07/08/22
	PORTILLOS HOT DOGS #3	MEALS-EXEC.MGMTT.SMITH			
	ACCOUNT TOTAL		2,368.49	-00	2,368.49

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ROUP F NBR NE	O ACCTGTRANSACTION BR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
TIND 101	GENERAL FUND				
	-415.83-06 TRANSPORTATION&EDUCATI	ON / EDUCATION			
2300		IOWA LAW ENFORCEMENT ACADEMY	150.00		07/12/22
	PREC.DRIV.RECERTRUSSELL	JOHNSTON; 05/18/22			
2290		US BANK	299.00		07/08/22
	STREETCOP	REG: PATROL TACTICS-T.FEY			
	ACCOUNT TOTAL		449.00	· 00	449.00
	110000111101112				
101 5501	415 02 00 BDANGDODBAETONCEDUGAET	ON / ACADEMY			
2290	-415.83-08 TRANSPORTATION&EDUCATION 12/22 AP 05/25/22 0140606	JN / ACADEMY US BANK	402.03		07/08/22
1290	RANGEMASTERS TRAINING	CRRA UNIFORM-ASHLEY LUCK	402.03		07/00/22
	MANORINA THE THE THE				
	ACCOUNT TOTAL		402.03	. 00	402.03
101-5521	-415.86-05 REPAIR & MAINTENANCE /	EQUIPMENT REPAIRS			
2300	12/22 AP 06/10/22 0000000	KUSTOM SIGNALS, INC.	622.00		07/12/22
	RADAR FOR PD #22				
	ACCOUNT TOTAL		622.00	,00	622.00
	ACCOUNT TOTAL		022.00	, 00	022.00
101 5501	-415.89-40 MISCELLANEOUS SERVICES	/ IINTEODM ALLOWANCE			
2300		WERTJES UNIFORMS	74.00		07/12/22
	UNIFORM ALLOWANCE-SOCKS	JAVIER MERCADO			, ,
2300		WERTJES UNIFORMS	85.00		07/12/22
	UNIFORM ALLOWANCE-PANTS	RYAN BELLIS			
2300		WERTJES UNIFORMS	8.25		07/12/22
2300	UNIFORM ALLOWANCE-SOCKS 12/22 AP 06/23/22 0000000	JOSH MIXDORF WERTJES UNIFORMS	179.94		07/12/22
2300	UNIF.ALLOWBOOTS; PANTS	JEFF SITZMANN	179.94		07/12/22
2300		WERTJES UNIFORMS	108.49		07/12/22
	UNIF.ALLOW-SHIRTS; PATCHES	JEFF SITZMANN			
2300		WERTJES UNIFORMS	223.96		07/12/22
	UNIF.ALLOWSHIRTS; PANTS+	MARTY BECKNER	252.52		07/10/00
2300		WERTJES UNIFORMS TYLER LENOX	250.50		07/12/22
2300	UNIF.ALLOWSHORTS;PANTS+ 12/22 AP 06/09/22 0000000	NERTJES UNIFORMS	42.95		07/12/22
2300	UNIFORM ALLOWANCE-GLOVES	CEDRIC DANIELSON	42,33		07/12/22
2300		WERTJES UNIFORMS	371.76		07/12/22
	UNIF.ALLOWPOLOS; BOOTS	JON GERZEMA			
2300		WERTJES UNIFORMS	95.98		07/12/22
	UNIFORM ALLOWANCE-POLOS	HANNA ZIKUDA	125 00		07/10/00
2300	12/22 AP 06/06/22 0000000 UNIF.ALLOWPANTS;SHOES	WERTJES UNIFORMS KARI REA	135.00		07/12/22
2300		KARI KEA WERTJES UNIFORMS	908.86		07/12/22
.500	INTL.UNIFORM-NEW OFFICER	KYLE JANIKOWSKI	500.00		V1/12/22
2300		WERTJES UNIFORMS	79.70		07/12/22
	INTL.UNIFORM-NEW OFFICER	KYLE JANIKOWSKI			= -

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GROUP PO	PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CURRENT CREDITS BALANCE POST DT
FIND 101 G	ENERAL FUND			
	415.89-40 MISCELLANEOUS SERVICES	/ UNIFORM ALLOWANCE	continued	
2300	12/22 AP 06/02/22 0000000 W	PERTJES UNIFORMS  CARSEN JENSEN	119.98	07/12/22
2300		ERTJES UNIFORMS	249.90	07/12/22
2290	UNIF.ALLOWSOCKS;SHOES 12/22 AP 05/30/22 0140606 U	SAM SHAFER JS BANK	37.96	07/08/22
	SP MY SHOE SUPPLIES	HONOR GUARD UNIFORMS	55.00	07/00/00
2290	12/22 AP 05/25/22 0140606 U SANDEE'S	IS BANK HONOR GUARD UNIFORMS	65.00	07/08/22
2300	12/22 AP 05/17/22 0000000 W	ERTJES UNIFORMS	252.99	07/12/22
2300	UNIFORM ALLOWANCE-PANTS+ 12/22 AP 05/17/22 0000000 W	JOVAN CREIGHTON JERTJES UNIFORMS	56.94	07/12/22
2300	UNIFORM ALLOWANCE-POLOS+ 12/22 AP 05/17/22 0000000 W	TIM SMITH ERTJES UNIFORMS	180.98	07/12/22
	UNIF.ALLOWPOLOS; PANTS	OMAR MARTINEZ		
2300	12/22 AP 05/12/22 0000000 W UNIFORM ALLOWANCE-PANTS	ERTJES UNIFORMS STEPHANIE MOORE	119.98	07/12/22
2300		ERTJES UNIFORMS	76.90	07/12/22
2300		STEPHANIE MOORE ERTJES UNIFORMS DYLAN SCHARNAU	95.98	07/12/22
	ACCOUNT TOTAL	21212.	3,821.00	3,821.00
101-6613- 2293	433.72-01 OPERATING SUPPLIES / OF 12/22 AP 06/30/22 0000000 C BOTTLED WATER GREENWOOD	PERATING SUPPLIES PULLIGAN WATER CONDITIONING CEM	71.50	07/12/22
	ACCOUNT TOTAL		71.50	00 71.50
101-6613- 2268	433.86-01 REPAIR & MAINTENANCE / 12/22 AP 06/15/22 0000000 F PVC S80		6.83	07/12/22
	ACCOUNT TOTAL		6.83	.00 6.83
101-6616- 2293	446.72-01 OPERATING SUPPLIES / OP 12/22 AP 06/29/22 0000000 O TISSUE,SOAP,TOWELS	PERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	433.22	07/12/22
PROJECT#	:: 062507 12/22 AP 06/27/22 0000000 O SOAP,LINERS,TOWELS,TISSUE	FFICE EXPRESS OFFICE PRODUCT	760.70	07/12/22
PROJECT# 2268	12/22 AP 06/17/22 0000000 C 1ST AID SUPPLIES	TITY LAUNDERING CO.	12.23	07/12/22
PROJECT# 2286		FFICE EXPRESS OFFICE PRODUCT	30.31	07/12/22

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		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GEN	NERAL FUND				
101-6616-44	46.72-01 OPERATING SUPPLIES / URINAL SCREENS	OPERATING SUPPLIES	continued		
PROJECT#:	062510 12/22 AB 06/16/22 0000000	ARTISAN CEILING SYSTEMS AND	779 96		07/12/22
	CEILING TILE 062503	ARTION CETTING DIDIGING AND	773.50		0,,12,22
2268	12/22 AP 06/15/22 0000000 LIGHT BULBS	ECHO GROUP, INC.	456.00		07/12/22
PROJECT#:	062503				
	12/22 AP 06/08/22 0140606 AMZN MKTP US*ZH0S60P43	US BANK PULLEY FOR FLAG	43.74		07/08/22
PROJECT#:	062511 12/22 AP 06/06/22 0000000		12.00		07/12/22
PROJECT#:	KEYS 062506				
	ACCOUNT TOTAL		2,528.16	. 00	2,528.16
101-6616-44	46.73-06 OTHER SUPPLIES / BUII	DING REPAIR			
	DRYWALL CRACK REPAIR	CORY'S PAINTING, L.L.C.	540.30		07/12/22
PROJECT#:	062511 12/22 AP 06/26/22 0000000	PLUMB TECH INC.	80.00		07/12/22
	PLUMBING REPAIRS				
	062511 12/22 AP 06/24/22 0000000	AIRE SERV.OF THE CEDAR VALLEY	291.71		07/12/22
PROJECT#:	HVAC REPAIR 062503				
	12/22 AP 06/23/22 0000000 CONCRETE-CURB REPAIR	BENTON'S READY MIX CONCRETE, MAIN STREET FIRESTATION	487.50		07/12/22
	062510 12/22 AP 06/22/22 0000000	BENTON'S READY MIX CONCRETE,	525.00		07/12/22
	CONCRETE CURB REPAIR 062509	VISITOR CENTER CURB			
2286	12/22 AP 06/21/22 0000000 CONCRETE CURB REPAIR	BENTON'S READY MIX CONCRETE, REC CENTER CURB	762.00		07/12/22
PROJECT#:	062507				
	ELEVATOR PERMIT LIBRARY	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		07/12/22
	062501 12/22 AP 06/03/22 0000000	POLK'S LOCK SERVICE, INC.	10.00		07/12/22
	LOCK REPAIR 062506				
	12/22 AP 06/03/22 0000000 URINAL REPAIR KIT	PLUMB SUPPLY COMPANY, LLC	101.12		07/12/22
	062503	DEDOLICON ENGED DOTCES INC.	25.16		07/12/22
	12/22 AP 06/01/22 0000000 URINAL GASKET 062509	FERGUSON ENTERPRISES, INC.	25.16		0//12/22

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PROGRAM GM360L CITY OF CEDAR FALLS

CITY OF	CEDAR FALLS					
NBR I	PO ACCTGTR NBR PER. CD DA	ANSACTION TE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
						- IODI DI
	1 GENERAL FUND	/	DING DEDICE			
2290	16-446.73-06 OTHER S 12/22 AP 05/27			continued 221,92		07/08/22
2230	JMAC SUPPLY	, 22 0210000	FIRE ALARM SMOKE DETECTOR			0.,00,22
	CT#: 062506					
2305	12/22 AP 05/24 IMPACT BITS	/22 0000000	O'DONNELL ACE HARDWARE	18.69		07/12/22
PROJE	TMPACT BITS CT#: 062506					
		ACCOUNT TOTAL		3,138.40	<b>≅</b> 0 0	3,138.40
	16-446.81-08 PROFESS					
2293	12/22 AP 06/30 PEST CONTROL	/22 0000000	PLUNKETT'S PEST CONTROL, INC	175.00		07/12/22
PROJEC	CT#: 062503					
2293		/22 0000000	PLUNKETT'S PEST CONTROL, INC	80.25		07/12/22
	PEST CONTROL					
2293	CT#: 062509	/22 0000000	PLUNKETT'S PEST CONTROL, INC	77.50		07/12/22
2273	PEST CONTROL	/22 0000000	FIGUREIT D FEDT CONTROL, INC	,,.50		07/12/22
PROJE	CT#: 062514					
		ACCOUNT TOTAL		332.75	-00	332.75
		ACCOUNT TOTAL		332.73	***************************************	332.73
101 55			/ DUTT DINGS & GDOIDING			
2286	16-446.86-02 REPAIR 12/22 AP 06/24		/ BUILDINGS & GROUNDS	19.50		07/12/22
2200	MAT SERVICE	, 22 000000		23.00		0.7, 12, 22
	CT#: 062501			121.42		( (
2305	12/22 AP 06/24 MAT SERVICE	/22 0000000	ARAMARK	43.20		07/12/22
PROJEC	T#: 062506					
2305	12/22 AP 06/22		WOODMAN CONTROLS COMPANY	1,200.00		07/12/22
220 72	BUILDING CONTRO	LS REC				
2286	CT#: 062507 12/22 AP 06/17	/22 0000000	NATIONAL ELEVATOR INSPECTION	80.00		07/12/22
2200	ELEVATOR INSPEC		PUBLIC SAFETY	33133		07, 22, 22
	CT#: 062501					/ /
2268	12/22 AP 06/10 MAT SERVICE	/22 0000000	ARAMARK	43.20		07/12/22
PROJEC	CT#: 062506					
2268	12/22 AP 06/10	/22 0000000	ARAMARK	19.50		07/12/22
BBO TE	MAT SERVICE					
2268	CT#: 062501 12/22 AP 05/27	/22 0000000	ARAMARK	28.80		07/12/22
2200	MAT SERVICE	/22 0000000	4.44 at 16.45 to 4.45 to	20.00		0,, 12, 22
	CT#: 062506					0= /00 /
2305	12/22 AP 05/27 MAT SERVICE	/22 0000000	ARAMARK	13.00		07/12/22
PROJEC	CT#: 062501					

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GROUP PO NBR NBR			SACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT
101-6616-		REPAIR &		,	continued		27 (72 (22
2268	MAT SERV	CE	2 0000000	ARAMARK	28.80		07/12/22
2268	MAT SERV	9 05/13/2 ICE	2 0000000	ARAMARK	28.80		07/12/22
PROJECT# 2268	12/22 AI MAT SERVI	05/13/2 CE	2 0000000	ARAMARK	13.00		07/12/22
2268	: 0625 12/22 AN MAT SERVI	05/06/2 CE	2 0000000	ARAMARK	28.80		07/12/22
PROJECT# 2305	12/22 AMMAT SERV	04/08/2	2 0000000	ARAMARK	13.00		07/12/22
PROJECT# 2305	12/22 AF MAT SERV	04/01/2 CE	2 0000000	ARAMARK	13.00		07/12/22
PROJECT#	: 0625	501					
		AC	COUNT TOTAL		1,572.60	.00	1,572.60
	12/22 A	06/29/2	2 0000000	/ REPAIR & MAINTENANCE TESTAMERICA LABORATORIES, INC	42.00		07/12/22
2268		06/03/2	STING 2 0000000 6 UNION	COOLEY PUMPING, LLC PHEASANT RIDGE	240.00		07/12/22
		AC	COUNT TOTAL		282.00	. 00	282.00
101-6625- 2289	12/22 A	06/30/2	2 0000000	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	15.17		07/12/22
2290		06/16/2	2 0140606	US BANK RETURNED OFFICE SUPPLIES		29.57	07/08/22
		AC	COUNT TOTAL		15.17	29.57	14.40-
101-6625- 2268		06/13/2	2 0000000	SAFETY SUPPLIES FASTENAL COMPANY	47.29		07/12/22
		AC	COUNT TOTAL		47.29	.00	47.29
				OPERATING SUPPLIES BROWN'S SHOE FIT	160.00		07/12/22

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NBR NE	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101	GENERAL FUND				
101-6633	3-423.72-01 OPERATING SUPPLIES /		continued		
2293	SAFETY SHOES-B HAAG 12/22 AP 06/30/22 0000000		17.99		07/12/22
	BIRD SEED				,,
2293	12/22 AP 06/30/22 0000000	WAPSIE PINES LAWN CARE/LANDSC	97.63		07/12/22
2293	IRRIGATION PARTS 12/22 AP 06/29/22 0000000	TESTAMERICA LABORATORIES, INC	21.00		07/12/22
2233	BEACH HOUSE WATER TEST	TESTAMENTCA DASONATORIES, INC	21.00		07/12/22
2293	12/22 AP 06/28/22 0000000	O'DONNELL ACE HARDWARE	61.99		07/12/22
	GARDEN HOSE				
2286	12/22 AP 06/24/22 0000000 GATEWAY ELECTRIC COVERS	O'DONNELL ACE HARDWARE	17.38		07/12/22
2286	12/22 AP 06/23/22 0000000	MENARDS-CEDAR FALLS	26.77		07/12/22
2200	CLEANERS, BLADES		20177		01/12/11
2286	12/22 AP 06/23/22 0000000	STOKES WELDING	4.00		07/12/22
2268	CHAINSAW PARTS 12/22 AP 06/17/22 0000000	CITY LAUNDERING CO.	28.48		07/12/22
2200	1ST AID SUPPLIES	CITY DAUNDERING CO.	20.48		07/12/22
2293	12/22 AP 05/26/22 0000000	TESTAMERICA LABORATORIES, INC	21.00		07/12/22
	BEACH HOUSE WATER TEST				
	ACCOUNT TOTAL		456.24	- 00	456.24
	ACCOUNT TOTAL		450.24	****	430.24
		,			
101-6633 2293	1-423 86-01 REPAIR & MAINTENANCE 12/22 AP 06/03/22 0000000		190.00		07/12/22
2233	PORTA POTTY ISLAND PARK	COOLET FORFING, LLC	150.00		07/12/22
2293	12/22 AP 06/03/22 0000000	COOLEY PUMPING, LLC	115.00		07/12/22
	PORTA POTTY EL DORADO PK				
	A COOLINE MODAL		305.00	-00	205.00
	ACCOUNT TOTAL		305.00	.00	305.00
	-423.92-01 STRUCTURE IMPROV & B				
2305	12/22 AP 06/30/22 0000000 CONCRETE FOR GREENHILL RD	BENTON'S READY MIX CONCRETE,	1,682.75		07/12/22
	CONCRETE FOR GREENHILL RD	IRAIL REPAIR			
	ACCOUNT TOTAL		1,682.75	.00	1,682.75
	FUND TOTAL		248 564 04	3,425.29	245,138.75
	FOND TOTAL		248,504.04	3,423.23	245,136.75
	TAX INCREMENT FINANCING				
	STREET CONSTRUCTION FUND	MOOT G			
206-6637 2268	1-436.72-16 OPERATING SUPPLIES / 12/22 AP 06/02/22 0000000		19.50		07/12/22
2200	WIRE WHEEL	TATALOGUE ONE STATE	13.30		V1/12/22
	ACCOUNT TOTAL		19.50	- 00	19.50

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ROUP PO					CURRENT
NBR NBR	PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
					1001 01
	TREET CONSTRUCTION FUND 436.72-60 OPERATING SUPPLIES /	SAFETY SUPPLIES			
2268	12/22 AP 06/17/22 0000000		20.58		07/12/22
	1ST AID SUPPLIES				
	ACCOUNT TOTAL		20.58	400	20.58
	436.73-06 OTHER SUPPLIES / BUI				/ /
2286	12/22 AP 06/24/22 0000000 SCREWS FOR TIN REPAIR	MENARDS-CEDAR FALLS	8.99		07/12/22
	ACCOUNT TOTAL		8.99	. 00	8.99
	436.73-19 OTHER SUPPLIES / BAR				
2286	12/22 AP 06/20/22 0000000 CAUTION TAPE, TAPE MEASURE	O'DONNELL ACE HARDWARE	43.07		07/12/22
	ACCOUNT TOTAL		43.07	0.0	43.07
206-6637-	436.73-32 OTHER SUPPLIES / STR	ERTS			
2305	12/22 AP 06/25/22 0000000	ASPRO, INC.	669.12		07/12/22
2305	HOT MIX ASPHALT 12/22 AP 06/21/22 0000000	STETSON BUILDING PRODUCTS LLC	462.00		07/12/22
	CONCRETE FORM TIES		455.00		07/10/00
2286	12/22 AP 06/20/22 0000000 CONCRETE-4TH ST REPAIR	BENTON'S READY MIX CONCRETE,	175.00		07/12/22
2268	12/22 AP 06/18/22 0000000 TACK FOR HOT MIX ASPHALT	ASPRO, INC.	190.11		07/12/22
2268	12/22 AP 06/18/22 0000000 HOT MIX ASPHALT	ASPRO, INC.	1,011.84		07/12/22
2286	12/22 AP 06/18/22 0000000	BMC AGGREGATES L.C.	302.09		07/12/22
2268	1" ROADSTONE FOR SHOULDER 12/22 AP 06/17/22 0000000	BENTON'S READY MIX CONCRETE,	525.00		07/12/22
2268	CONCRETE-904 3RD STREET 12/22 AP 06/16/22 0000000	BENTON'S READY MIX CONCRETE,	1,016.00		07/12/22
2200	CONCRETE-ROWND STREET				
2268	12/22 AP 06/15/22 0000000 CONCRETE-904 3RD STREET	BENTON'S READY MIX CONCRETE,	175.00		07/12/22
2268	12/22 AP 06/09/22 0000000	BENTON'S READY MIX CONCRETE,	262.50		07/12/22
2268	CONCRETE-CLEARVIEW 12/22 AP 06/08/22 0000000	BENTON'S READY MIX CONCRETE,	375.00		07/12/22
2269	CONCRETE-2ND ST AND CLAY		175.00		07/12/22
2268	12/22 AP 06/07/22 0000000 CONCRETE BERGSTROM REPAIR	BENTON'S READY MIX CONCRETE,	1/5.00		01/12/22
	ACCOUNT TOTAL		5,338.66	.00	5,338.66

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GROUP PO NBR NBF			DEBITS	CREDITS	CURRENT BALANCE POST DT
DYDID OOG G					1001 01
206-6637-	STREET CONSTRUCTION FUND -436.87-03 RENTALS / EQUIPMENT				
2305	12/22 AP 06/30/22 0000000 RENTAL-CONCRETE BUGGY	BLACK HAWK RENTAL GREENHILL TRAIL	136.40		07/12/22
	ACCOUNT TOTAL		136.40	⊚ 0 0	136.40
2289	-436.92-81 STRUCTURE IMPROV & B 12/22 AP 06/30/22 0000000 3268-2022 ALLEY RECON. 4: 023268		15,794.23		07/12/22
	ACCOUNT TOTAL		15,794.23	.00	15,794.23
206-6637- 2289 PROJECT#	12/22 AP 07/05/22 0000000 3240-W 27TH ST RECON	LDGS / WEST 27TH ST IMPROVEMENTS PETERSON CONTRACTORS	47,700.45		07/12/22
2290	12/22 AP 06/20/22 0140606 IA DNR FEES AND PAYMENTS		355.00		07/08/22
PROJECT# 2289 PROJECT#		AECOM TECHNICAL SERVICES, INC THROUGH 06/10/22	5,858.43		07/12/22
	ACCOUNT TOTAL		53,913.88	.00	53,913.88
206-6647-	-436.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
2268	12/22 AP 06/14/22 0000000 ELECTRICAL SUPPLIES	ECHO GROUP, INC.	41.77		07/12/22
2286	12/22 AP 06/14/22 0000000	MENARDS-CEDAR FALLS	47.90		07/12/22
2268	ELECTRICAL SUPPLIES-CORDS 12/22 AP 06/10/22 0000000 GLOVES	ECHO GROUP, INC.	36.72		07/12/22
2268	12/22 AP 06/10/22 0000000 SWITCHES-PAINT MACHINE	EZ-LINER	256.42		07/12/22
	ACCOUNT TOTAL		382.81	.00	382.81
	436.72-16 OPERATING SUPPLIES /		81.61		07/10/00
2268	12/22 AP 06/10/22 0000000 SCREWDRIVER SET, BITS, EXTE	ECHO GROUP, INC.	81.61		07/12/22
	ACCOUNT TOTAL		81.61	.00	81.61

206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES

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ENT. PLAN & REPORTS

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 206 STREET CONSTRUCTION FUND 206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued 12/22 AP 06/17/22 0000000 CITY LAUNDERING CO. 12.24 07/12/22 2268 1ST AID SUPPLIES 12.24 ...00 12.24 ACCOUNT TOTAL 206-6647-436.72-62 OPERATING SUPPLIES / PAINT 07/12/22 12/22 AP 05/19/22 0000000 IOWA DEPT-TRANSPORTATION 12,878.60 PATNT ACCOUNT TOTAL 12,878.60 . 00 12,878,60 206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS 07/12/22 12/22 AP 06/27/22 0000000 TRAFFIC CONTROL CORPORATION 2,400.00 2293 BATTERIES FOR TRAFFIC SIGNALS ...00 ACCOUNT TOTAL 2,400.00 2,400.00 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 12/22 AP 06/27/22 0000000 TRAFFIC CONTROL CORPORATION 07/12/22 2286 8.300.00 APS BUTTON UPGRADE 2286 12/22 AP 06/27/22 0000000 TRAFFIC CONTROL CORPORATION 8,330.00 07/12/22 APS BUTTON UPGRADE ACCOUNT TOTAL 16,630.00 .00 16,630.00 FUND TOTAL 107,660.57 .00 107,660.57 FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1.52 07/12/22 01/23 AP 07/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER 1.52 ACCOUNT TOTAL ...00 1.52 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 07/12/22 2292 281.19 ENTITLEMENT AGENCY AWARD MAY EXPENSES 07/12/22 2292 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 636.09

92.91

MAY EXPENSES

12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O

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CITY OF CEDAR FALLS ______ GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE ----- POST DT ----FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES continued CARES CV-3 PLAN & REPORTS MAY EXPENSES PROJECT#: 022354 ACCOUNT TOTAL 1,010.19 .00 1,010,19 223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 2,067.19 07/12/22 ENTITLEMENT SIDEWALKS MAY EXPENSES PROJECT#: 023248 ACCOUNT TOTAL 2,067.19 . 00 2,067.19 223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMNT 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 410.00 07/12/22 ENTITLEMENT SEWER LINING MAY EXPENSES PROJECT#: 023297 ACCOUNT TOTAL 410.00 .00 410.00 223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2 2290 12/22 AP 06/03/22 0004745 US BANK 1,945.86 07/08/22 AMAZON.COM*KQ1VV9UA3 OWL CAMERAS (2) 2292 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 406.78 07/12/22 CARES CV-2 AGENCY AWARD MAY EXPENSES PROJECT#: 022353 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 2292 462.22 07/12/22 CARES CV-2 SCHOOL EQUIP MAY EXPENSES PROJECT#: 022353 ACCOUNT TOTAL 2.814.86 2,814.86 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 311.64 2292 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 07/12/22 ENT.SINGLE FAMILY REHAB. MAY EXPENSES 2292 12/22 AP 05/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 513.02 07/12/22 ENTITLEMENT RENTAL REHAB MAY EXPENSES ACCOUNT TOTAL 824.66 -00 824.66 .00 FUND TOTAL 7,128.42 7,128.42

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER, CD DATE NUMBER DESCRIPTION BALANCE ----- POST DT ----FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND 242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON 12/22 AP 06/15/22 0000000 AECOM TECHNICAL SERVICES, INC 2,153,19 07/12/22 3271-N CEDAR HEIGHTS PH1 05/14-06/10/22 PROJECT#: 023271 .00 ACCOUNT TOTAL 2,153,19 2,153,19 242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION 07/12/22 12/22 AP 07/05/22 0000000 TERRACON CONSULTANTS, INC. 1,299,41 3227-2021 STREET RECON OLIVE ST THROUGH 06/25/22 PROJECT#: 023227 2289 12/22 AP 06/30/22 0000000 PETERSON CONTRACTORS 250.205.12 07/12/22 3230-2022 STREET CONST. PROJECT#: 023230 12/22 AP 06/20/22 0000000 TERRACON CONSULTANTS, INC. 358 88 07/12/22 2289 3230-2022 STREET RECON 18TH ST THROUGH 06/11/22 PROJECT#: 023230 ACCOUNT TOTAL 251,863.41 -00 251,863.41 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT 12/22 AP 06/20/22 0000000 FOTH INFRASTRUCTURE & ENVIRON 155,588.31 07/12/22 3283-MAIN ST RECONSTRUCT. SERVICES THROUGH 05/31/22 PROJECT#: 023283 ACCOUNT TOTAL 155,588.31 .00 155.588.31 FUND TOTAL 409,604.91 .00 409,604.91 FUND 254 CABLE TV FUND 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 38.85 07/08/22 2290 12/22 AP 06/16/22 0140606 US BANK AMZN MKTP US*1X7JH4NT3 LENS CLEANER 2290 12/22 AP 06/16/22 0140606 US BANK 28.21 07/08/22 AMZN MKTP US*6M5QP9WT3 LENS TISSUES 2290 12/22 AP 06/14/22 0140606 33.99 07/08/22 AMZN MKTP US*198UJ1NF0 LAPEL MICROPHONE KIT 2290 12/22 AP 06/14/22 0140606 US BANK 218.94 07/08/22 MARKERTEK VIDEO SUPPLY YELLOW GAFFERS TAPE 2290 12/22 AP 06/01/22 0140606 US BANK 318,28 07/08/22 B&H PHOTO 800-606-6969 TRIPOD PLATE, WEDGE PLATE 2290 12/22 AP 05/30/22 0140606 US BANK 47.83 07/08/22 AMZN MKTP US*1R2F98UZ2 ADAPTERS, CABLES, FILTER 2290 12/22 AP 05/26/22 0140606 US BANK 188.99 07/08/22 AMZN MKTP US*7G6A05ER3 POP UP CANOPY TENT

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	DAR FALLS				
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE
	ABLE TV FUND	ODEDMENT GUDDI TEG			
	12/22 AP 05/24/22 0140606 B&H PHOTO 800-606-6969		90.56		07/08/22
	ACCOUNT TOTAL		965.65	.00	965.65
		TION / TRAVEL (FOOD/MILEAGE/LOD)	50.00		07/00/00
2290	12/22 AP 06/20/22 0140606 TST* URBAN PIE-	MEALS:LIVE TO NINE	69.08		07/08/22
	ACCOUNT TOTAL		69.08	. 00	69.08
254-1088-4 2288	431.86-01 REPAIR & MAINTENANCE		20.85		07/12/22
2288	12/22 AP 06/22/22 0000000 SHIPPING-ALLIED BROADCAST	rederal express	20.65		07/12/22
	ACCOUNT TOTAL		20.85	_@ 00	20.85
	431.93-01 EQUIPMENT / EQUIPMEN				
2288	12/22 AP 06/20/22 0000000 TOTE,TRUNK,SAW,PIPE,COUPL	MENARDS-CEDAR FALLS	259.60		07/12/22
2288	12/22 AP 06/17/22 0000000 GUARD DOG LOW PROFILE-5CH	MARKERTEK VIDEO SUPPLY	2,195.35		07/12/22
2290	12/22 AP 06/17/22 0140606 FS COM INC	US BANK SFP'S,FIBER PATCH	89.50		07/08/22
2290	12/22 AP 06/17/22 0140606 B&H PHOTO 800-606-6969	US BANK IN-EAR MONITOR SYSTEM,	405.45		07/08/22
2288	12/22 AP 06/15/22 0000000 GUARD DOG LOW PROFILE-5CH	ALLIED BROADCAST GROUP LLC	2,221.96		07/12/22
2288	12/22 AP 06/15/22 0000000 WIRE RANGE CORD	MENARDS-CEDAR FALLS	36.85		07/12/22
2290	12/22 AP 06/15/22 0140606 NEWEGG INC.	US BANK VIDEO CARD-JEREMY	1,949.99		07/08/22
2290	12/22 AP 06/14/22 0140606	US BANK	537.22		07/08/22
2290	B&H PHOTO 800-606-6969 12/22 AP 06/13/22 0140606	TRIPOD ADAPTER, MIC, KIT US BANK	539.98		07/08/22
2290	AMAZON.COM*FP82X9X43 AMZN 12/22 AP 06/09/22 0140606	NVME DRIVES-CABLE US BANK	576.94		07/08/22
2290	B&H PHOTO 800-606-6969 12/22 AP 06/02/22 0140606	NETGEAR ETHRNT SMART SWI US BANK	77.76		07/08/22
2290	B&H PHOTO 800-606-6969 12/22 AP 05/27/22 0140606	POWER SUPPLY US BANK	118.00		07/08/22
2290	B&H PHOTO 800-606-6969 12/22 AP 05/26/22 0140606	CANARE BNC PLUG F/BELDEN US BANK	170.98		07/08/22
2290	NEWEGG INC. 12/22 AP 05/25/22 0140606 AMZN MKTP US*DB3JC7S33	PC CASE-JEREMY US BANK STANDARD ZOOM LENS	998.00		07/08/22

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND 254-1088-431.93-01 EQUIPMENT / EQUIPMENT	continued		
ACCOUNT TOTAL	10,177.58	.00	10,177.58
FUND TOTAL	11,233.16	a 0 0	11,233.16
FUND 258 PARKING FUND 258-5531-435.72-17 OPERATING SUPPLIES / UNIFORMS 2288 12/22 AP 06/06/22 0000000 R & R INDUSTRIES, INC. UNIFORMS-PARKING	363.17		07/12/22
ACCOUNT TOTAL	363.17	. 00	363.17
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES 2288 12/22 AP 06/30/22 0000000 IPS GROUP, INC GATEWAY FEES-JUNE'22 (2) PAYSTATIONS	50.00		07/12/22
ACCOUNT TOTAL	50.00	0.0	50.00
FUND TOTAL	413.17	00	413.17
FUND 261 TOURISM & VISITORS 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 2270 12/22 AP 06/28/22 0000000 EXPERIENCE WATERLOO 9'21-5'22 VISITOR GUIDE MAILING EXPENSES PROJECT#: 032432	3,586.06		07/12/22
ACCOUNT TOTAL	3,586.06	00	3,586.06
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS 2270 12/22 AP 06/29/22 0000000 KOCH SPECIALTIES 2023 COMPUTER CALENDARS	587.87		07/12/22
ACCOUNT TOTAL	587.87	.00	587.87
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 2290 12/22 AP 06/14/22 0140606 US BANK  MCDONALD'S F6134 MEAL:PICKAR-ITIP MTG 2290 12/22 AP 06/13/22 0140606 US BANK  OKOBOJI STORE BAR AND KIT MEAL:PICKAR-ITIP MTG 2290 12/22 AP 05/25/22 0140606 US BANK  OKOBOJI COMMONS HOTEL REFUND-OVERCHARGE-PICKAR	6.51 20.91	11.30	07/08/22 07/08/22 07/08/22
ACCOUNT TOTAL	27.42	11.30	16.12

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GROUP PO ACCTGTRANSACTION			CURRENT
NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	BALANCE
FUND 261 TOURISM & VISITORS 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE 2270 12/22 AP 06/24/22 0000000 ARAMARK MAT SERVICE	7.80		07/12/22
ACCOUNT TOTAL	7.80	_™ 0 0	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS 2290	60.00		07/08/22
ACCOUNT TOTAL	60.00	· 00	60.00
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS 2270	230.42		07/12/22 07/08/22
2290 12/22 AP 06/20/22 0140606 US BANK 4QUEENSDAIRYCREAM GIFT CERTIFICATES FOR	30.00		07/06/22
ACCOUNT TOTAL	260.42	@00	260.42
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS 2270	2,000.00		07/12/22
ACCOUNT TOTAL	2,000.00	200	2,000.00
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS 2270 12/22 AP 06/30/22 0000000 COLLEGE HILL PARTNERSHIP GRANT:BANNERS-COLLEGE HIL FARMERS MARKET	600.00		07/12/22
ACCOUNT TOTAL	600.00	· 00	600.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS 2288 12/22 AP 07/06/22 0000000 GROW CEDAR VALLEY FY22 2ND 1/2 BASE PAYMENT JAN'22-JUN'22	11,330.00		07/12/22
ACCOUNT TOTAL	11,330.00	.00	11,330.00
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 2270	9,392.52 124.95		07/12/22 07/08/22
2290 12/22 AP 05/24/22 0140606 US BANK	33.54		07/08/22

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I ICOOIG	11.7	01.10	00		
CITY C	F C	ACE	R	FALL	2.1

ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS 261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS WM SUPERCENTER #753 PLANTS FOR PATIO PLANTERS	continued		
ACCOUNT TOTAL	9,551.01	<b>8.00</b>	9,551.01
261-2291-423.93-01 EQUIPMENT / EQUIPMENT 2290	301.82		07/08/22
2290 12/22 AP 05/24/22 0140606 US BANK WM SUPERCENTER #753 PORTABLE VACUUM FOR VAN	53.00		07/08/22
ACCOUNT TOTAL	354.82	∴ 00	354.82
FUND TOTAL	28,365.40	11.30	28,354.10
FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2291 12/22 AP 06/06/22 0140606 US BANK AMZN MKTP US*2R35F6OU3 BUTTERSCOTCH CANDY	22.89		07/08/22
ACCOUNT TOTAL	22.89	.00	22.89
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 2294 12/22 AP 06/24/22 0000000 ARAMARK COMM. CENTER MAT SERVICE	7.80		07/12/22
ACCOUNT TOTAL	7.80	∞ 00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING 2291 12/22 AP 06/14/22 0140606 US BANK AMZN MKTP US*Z88IY3JI3 BUTTONS & GLUE	78.20		07/08/22
ACCOUNT TOTAL	78.20	0 €	78.20
FUND TOTAL	108.89	_{2*} 0 0	108.89

FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND

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CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 293 FIRE RETIREMENT FUND FUND 294 LIBRARY RESERVE FUND 295 SOFTBALL PLAYER CAPITAL FUND 296 GOLF CAPITAL			
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 2268 12/22 AP 06/16/22 0000000 GOODWIN TUCKER GROUP ICE MACHINE REPAIR	557.41		07/12/22
ACCOUNT TOTAL	557.41	<b>= 00</b>	557.41
FUND TOTAL	557.41	, 00	557.41
FUND 297 REC FACILITIES CAPITAL FUND 298 HEARST CAPITAL FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND FUND 404 FEMA			
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS 2292 12/22 AP 06/13/22 0000000 BLACK HAWK CO.ABSTRACT 3198-FLOOD BUYOUT CONTINUATION-627 CLAIR PROJECT#: 023198	280.00		07/12/22
ACCOUNT TOTAL	280.00	_{0.5} 0 0	280.00
FUND TOTAL	280.00	.00	280.00
FUND 405 FLOOD RESERVE FUND  405-1220-431.98-77 CAPITAL PROJECTS / CENTER STREET  2290 12/22 AP 06/20/22 0140606 US BANK  IA DNR FEES AND PAYMENTS 3206-NPDES DNR GP2 PERMIT  PROJECT#: 023206	355.00		07/08/22
ACCOUNT TOTAL	355.00	00	355.00
FUND TOTAL	355.00	00	355.00
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 2289 12/22 AP 07/05/22 0000000 PETERSON CONTRACTORS 3189-W VIKING IND.PARK V	408,795.28		07/12/22
PROJECT#: 023189 2289 12/22 AP 06/27/22 0000000 SNYDER & ASSOCIATES, INC.	2,010.85		07/12/22

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# ACCOUNT ACTIVITY LISTING

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 430 2004 TIF BOND 430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION 3189-W VIKING IND PARK SURVEY THROUGH 5/31/22 PROJECT#: 023189	continued		
ACCOUNT TOTAL	410,806.13	.00	410,806.13
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE 2289 12/22 AP 06/29/22 0000000 OWEN CONTRACTING INC. 3242-DWNTWN STREETSCP II PROJECT#: 023242	45,880.37		07/12/22
ACCOUNT TOTAL	45,880.37	.,00	45,880.37
430-1220-431.97-85 TIF BOND PROJECTS / COLLEGE HILL TIF 2289 12/22 AP 06/30/22 0000000 ASPRO, INC. 3264-COLLEGE HILL PARKING PROJECT#: 023264	83,230.71		07/12/22
ACCOUNT TOTAL	83,230.71	.00	83,230.71
430-1220-431.97-90 TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE 2289	8,116.00		07/12/22
ACCOUNT TOTAL	8,116.00	· 00	8,116.00
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD 2289	896.00		07/12/22
ACCOUNT TOTAL	896.00	_: 4 0 0	896.00
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE 2289	905.93		07/12/22
ACCOUNT TOTAL	905.93	.00	905.93
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT 2289	6,268.50		07/12/22

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### ACCOUNT ACTIVITY LISTING

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CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 430 2004 TIF BOND 430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT PROJECT#: 023294	continued		
ACCOUNT TOTAL	6,268.50	. 00	6,268.50
FUND TOTAL	556,103.64	.00	556,103.64
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 437-1220-431.95-48 BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE 2299 12/22 AP 06/24/22 0000000 SANDRY FIRE SUPPLY, L.L.C.	6,475.37		07/12/22
TURNOUT GEAR-COATS/PANTS 2 SETS ADD'L SETS 2299 12/22 AP 06/24/22 0000000 SANDRY FIRE SUPPLY, L.L.C., TURNOUT GEAR-COATS/PANTS 2 SETS ADD'L SETS	5,664.44		07/12/22
ACCOUNT TOTAL	12,139.81	.00	12,139.81
FUND TOTAL	12,139.81	.00	12,139.81
FUND 438 2020 BOND FUND 438-1220-431.95-27 BOND FUND PROJECTS / UNION ROAD TRAIL 2289 12/22 AP 07/05/22 0000000 TERRACON CONSULTANTS, INC. 3217-UNION ROAD TRAIL SERVICES THROUGH 06/25/22 PROJECT#: 023217	267.14		07/12/22
ACCOUNT TOTAL	267.14	.00	267.14
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT 2298 12/22 AP 06/29/22 0000000 PETERSON CONTRACTORS 3228-GREENHILL/S MAIN INT PROJECT#: 023228	122,188.53		07/12/22
ACCOUNT TOTAL	122,188.53	.00	122,188.53
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON 2289 12/22 AP 07/05/22 0000000 TERRACON CONSULTANTS, INC. 3171-CEDAR HEIGHTS RECON SERVICES THROUGH 06/25/22 PROJECT#: 023171	1,484.00		07/12/22
2289 12/22 AP 07/05/22 0000000 PETERSON CONTRACTORS	352,740.75		07/12/22

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PROGRAM GM360L CITY OF CEDAR FALLS			TING PERIOD 12/2022
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT
FUND 438 2020 BOND FUND			
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON 3171-CEDAR HEIGHTS RECON PROJECT#: 023171	continued		
2289 12/22 AP 06/27/22 0000000 SNYDER & ASSOCIATES 3171-CEDAR HEIGHTS RECON SERVICES THROU PROJECT#: 023171			07/12/22
2289 12/22 AP 06/27/22 0000000 SNYDER & ASSOCIATES 3171-CEDAR HEIGHTS RECON SURVEY THROUGH PROJECT#: 023171			07/12/22
2289 12/22 AP 06/20/22 0000000 TERRACON CONSULTANT 3171-CEDAR HEIGHTS RECON THROUGH 06/11/ PROJECT#: 023171			07/12/22
ACCOUNT TOTAL	384,131.21	0.0	384,131.21
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL 2289 12/22 AP 06/15/22 0000000 AECOM TECHNICAL SER 3247-LAKE STREET TRAIL 03/12-06/10/22 PROJECT#: 023247	VICES, INC 2,521.32		07/12/22
ACCOUNT TOTAL	2,521.32	.00	2,521.32
FUND TOTAL	509,108.20	.00	509,108.20
FUND 439 2022 BOND FUND FUND 443 CAPITAL PROJECTS			
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON 2308 12/22 AP 06/28/22 0000000 AHLERS AND COONEY, 3244-ASHWORTH DR EXT. JOHNSON/NICOL,	P.C. 285.95		07/12/22
PROJECT#: 023244 2308 12/22 AP 06/28/22 0000000 AHLERS AND COONEY,	P.C. 660.50		07/12/22
ACCOUNT TOTAL	946.45	00	946.45

946.45

946.45

FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT

FUND TOTAL

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CITY OF CEDAR FALLS ....... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ______POST DT ----FUND 483 ECONOMIC DEVELOPMENT 483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES 12/22 AP 07/06/22 0000000 MARTIN REALTY COMPANY II LLC 5,105.08 07/12/22 6623 CHANCELLOR DRIVE SECOND ANNUAL TAX REBATE ACCOUNT TOTAL 5,105.08 . 00 5,105.08 FUND TOTAL 5,105.08 .00 5,105.08 FUND 484 ECONOMIC DEVELOPMENT LAND FUND 541 2018 STORM WATER BONDS FUND 544 2008 SEWER BONDS FUND 545 2006 SEWER BONDS 545-6655-436.96-01 SEWER BOND PROJECTS / BOND SALE FEES 12/22 AP 06/22/22 0000000 AHLERS AND COONEY, P.C. 2,516.22 07/12/22 2308 LGL:SRF AMENDMENT FEES 4/18/22 .00 2,516.22 2,516.22 ACCOUNT TOTAL 2,516.22 0.00 2,516.22 FUND TOTAL FUND 546 SEWER IMPROVEMENT FUND FUND 547 SEWER RESERVE FUND FUND 548 1997 SEWER BOND FUND FUND 549 1992 SEWER BOND FUND FUND 550 2000 SEWER BOND FUND FUND 551 REFUSE FUND 551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 704.50 07/12/22 12/22 AP 06/30/22 0000000 CAROLINA SOFTWARE, INC. 2293 TICKET PAPER-TRANS STATIO . 00 704.50 704.50 ACCOUNT TOTAL 551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES 07/08/22 12/22 AP 06/10/22 0140606 US BANK 23.98 2290 AMZN MKTP US*NJ5DE0DG3 AM CLIPBOARD FOR ROUTEWEAR 23.98 .00 23.98 ACCOUNT TOTAL 551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 12/22 AP 06/30/22 0000000 CULLIGAN WATER CONDITIONING 07/12/22 7.15 2293 BOTTLED WATER TRANSFER ST 7,15 .00 7.15 ACCOUNT TOTAL

66,168,42

.00

ACCOUNTING PERIOD 12/2022

ACCOUNT ACTIVITY LISTING PREPARED 07/12/2022, 10:17:35 PROGRAM GM360L

FUND TOTAL

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 551 REFUSE FUND 551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 160.00 07/12/22 12/22 AP 07/01/22 0000000 BROWN'S SHOE FIT 2288 SAFETY SHOES-L CLEMENTS P.O. 56736 07/12/22 12/22 AP 06/17/22 0000000 CITY LAUNDERING CO. 20.58 2268 1ST AID SUPPLIES 180.58 .00 180.58 ACCOUNT TOTAL 551-6685-436.72-64 OPERATING SUPPLIES / AUTOMATED CARTS 12/22 AP 06/14/22 0000000 CASCADE ENGINEERING INC 07/12/22 1,090.00 HINGE PINS AUTOMATED CART LIDS AND 1,090.00 .00 1.090.00 ACCOUNT TOTAL 551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 07/12/22 2305 12/22 AP 06/10/22 0000000 KEITH MFG. CO. 86.62 BEARINGS FOR WALKING FL ACCOUNT TOTAL 86.62 .00 86.62 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 2305 12/22 AP 06/25/22 0000000 LIBERTY TIRE RECYCLING, LLC 1,475.09 07/12/22 SCRAP TIRE RECYCLING 07/12/22 2286 12/22 AP 06/23/22 0000000 L.L. PELLING CO., INC. 36,163.50 JUNE'22 SHINGLE GRINDING 2286 12/22 AP 06/15/22 0000000 T & W GRINDING 24,232.00 07/12/22 BRUSH GRINDING-COMPOSTING ACCOUNT TOTAL 61,870.59 .00 61,870.59 551-6685-436.93-01 EQUIPMENT / EQUIPMENT 07/12/22 12/22 AP 06/30/22 0000000 ROUTEWARE 280.00 RFID READERS 07/12/22 2293 12/22 AP 06/30/22 0000000 ROUTEWARE 1,550.00 RFID READERS 07/12/22 12/22 AP 06/30/22 0000000 ROUTEWARE 375.00 2293 RFID READERS HANDHELD ACCOUNT TOTAL 2,205.00 .00 2,205,00

66,168.42

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GROUP NBR 1				-TRANSA DATE	ACTION NUMBER	DESCRIPTION	DEBIT	s CREDITS	CURRENT BALANCE
			52.50						1001 21
FUND 552					TEG / ODEE	ATING EQUIPMENT			
2304							119.30		07/12/22
	SEW	ER TO	DLS						
				ACCO	OUNT TOTAL		119.30	.00	119.30
552-665	55-436.7	3-27 (	OTHE	R SUPPI	LIES / IOWA	ONE CALL			
2268	12	/22 A	P 06	/20/22		IOWA ONE CALL	493.20		07/12/22
	ONE	CALLS	S MA	Y 2022					
				ACCO	OUNT TOTAL		493.20	<b>⊕</b> 00	493.20
552-665	55-436.8	3-05	ran	SPORTAT	TION&EDUCAT	ION / TRAVEL (FOOD/MILEAGE/LOD)			
2290	12	/22 A	2 06	/03/22	0140606	US BANK	33.69		07/08/22
2290				NG CO /03/22	0140606	MEALS:R BONJOUR,L PARMER US BANK	9.60		07/08/22
	KWI	K STAI	2 4	9500004	1952	MEALS: R BONJOUR, L PARMER			
2290					0140606 L842	US BANK FUEL FOR #401 TRUCK	74.01		07/08/22
2290					0140606		105.55		07/08/22
	KWI	K TRII	2 1	8400001	1842	DIESEL FOR TV VAN			
				ACCO	UNT TOTAL		222.85	.00	222.85
552-665	55-436.8	6-12 H	REPA	IR & MA	AINTENANCE	/ TOWELS			
2304	12	/22 A			0000000		29.68		07/12/22
2304	RUG		2 06	/10/22	0000000	ARAMARK	31.66		07/12/22
2304	RUG		. 00	/10/22	000000	MUMMA	31100		0.7 22,22
				7.000	UNT TOTAL		61.34	.00	61.34
				ACCC	ONI TOTAL		01.54	.00	01.51
FF0 666	426 8	2 26 6		AMILNO (	NIDDI TEG /	TESTING & LAB			
2304						MIDLAND SCIENTIFIC, INC.	37.97		07/12/22
	LAB	SUPPI	LIES				007.00		07/10/00
2304				/30/22 BRATION		NORTHERN BALANCE & SCALE CO.	201.00		07/12/22
	2112							MANUTO I	
				ACCC	UNT TOTAL		238.97	.00	238.97
						SAFETY SUPPLIES	109.03		07/12/22
2304		WADEI		/20/22	000000	GRAINGER PARTS	109.03		V1/12/22
					IDIM FORT		100 00	.00	100 03
				ACCC	OUNT TOTAL		109.03	.00	109.03

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FUND TOTAL

CITY OF CEDAR FALLS

PAGE 48 PROGRAM GM360L ACCOUNTING PERIOD 12/2022 ~______ GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 552 SEWER RENTAL FUND 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT CAMPBELL SUPPLY WATERLOO 38.73 07/12/22 2304 12/22 AP 06/30/22 0000000 2304 12/22 AP 06/29/22 0000000 TRACTOR SUPPLY CO. 149.93 07/12/22 HOSE ADAPTORS 2304 12/22 AP 06/28/22 0000000 ARNOLD MOTOR SUPPLY 47.99 07/12/22 COMPRESSOR OIL 2304 12/22 AP 06/27/22 0000000 AQUAFIX 584.27 07/12/22 LIFT STATION DEGREASER 12/22 AP 06/27/22 0000000 CAMPBELL SUPPLY WATERLOO 7.01 07/12/22 2304 TAP/BIT 2304 12/22 AP 06/22/22 0000000 O'DONNELL ACE HARDWARE 65.04 07/12/22 HOSE, SHUTOFF, MENDR 2304 12/22 AP 06/14/22 0000000 NAPA AUTO PARTS 27.62 07/12/22 FUEL FILTER 2304 12/22 AP 06/10/22 0000000 POLK'S LOCK SERVICE, INC. 15.00 07/12/22 KEYS ACCOUNT TOTAL 935.59 ...00 935.59 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/22 AP 06/30/22 0000000 HUPP ELECTRIC MOTORS 07/12/22 2304 3,560.00 VFD REPAIR ACCOUNT TOTAL 3,560.00 .00 3,560.00 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS 12/22 AP 05/27/22 0000000 ARAMARK 27.80 07/12/22 2304 RUGS 2304 12/22 AP 05/13/22 0000000 ARAMARK 27.80 07/12/22 RUGS ACCOUNT TOTAL 55.60 .00 55.60 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING 2304 12/22 AP 06/30/22 0000000 TESTAMERICA LABORATORIES, INC 2,094.00 07/12/22 TESTING ACCOUNT TOTAL 2,094.00 .00 2,094.00

7,889.88

-00

7.889.88

ACCOUNTING PERIOD 12/2022

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# ACCOUNT ACTIVITY LISTING

GRAM GM3601.

CITY O	F CEDAR FALLS				
GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
ב מאווים	53 2004 SEWER BOND				2001 01
	55 STORM WATER UTILITY				
	630-432.72-01 OPERATING SUPPLIES				0= /10 /00
2289	12/22 AP 06/30/22 0000000 PENS,BATTERIES,POST ITS	OFFICE EXPRESS OFFICE PRODUCT	1.60		07/12/22
	ACCOUNT TOTAL		1.60	⊕ 0 0	1.60
555-6	530-432.73-34 OTHER SUPPLIES / STO	ORM SEWERS			
2305	12/22 AP 06/30/22 0000000	BENTON'S READY MIX CONCRETE,	175.00		07/12/22
2305	STORMWATER INTAKE 22ND	AND CAMPUS STETSON BUILDING PRODUCTS LLC	73.72		07/12/22
2303	EROSION CONTROL	BIBIDON BOLIBLING INODOCID LIC	73.72		07712722
2268	12/22 AP 06/14/22 0000000 CONCRETE-904 3RD STREET		539.75		07/12/22
2268	12/22 AP 06/13/22 0000000	STORMBOX BENTON'S READY MIX CONCRETE,	487.50		07/12/22
	CONCRETE-904 3RD STREET	STORMBOX			0= /10 /00
2286	12/22 AP 06/10/22 0000000 FORM TIES FOR STORM WATER	STETSON BUILDING PRODUCTS LLC BOXES	700.00		07/12/22
2268	12/22 AP 06/09/22 0000000 CONCRETE-904 3RD ST	BENTON'S READY MIX CONCRETE,	750.00		07/12/22
	ACCOUNT TOTAL		2,725.97	.00	2,725.97
	ACCOUNT TOTAL		2,723.97	.00	2,123.91
555-6	530-432.81-40 PROFESSIONAL SERVICE	S / PUBLIC INFORMATION PROG.			
31	01/23 AP 07/01/22 0000000	BLACK HAWK COUNTY CONSERVATIO	1,626.57		07/12/22
	IA DNR MS-4 STRMWTR.MAND.	EDUCATION INITIATIVE 30F3			
	ACCOUNT TOTAL		1,626.57	₽00	1,626.57
	FUND TOTAL		4,354.14	.00	4,354.14
	70 SEWER ASSESSMENT D6 DATA PROCESSING FUND				
606-1	78-441.81-01 PROFESSIONAL SERVICE				
40	01/23 AP 06/02/22 0000000 FIREHOUSE MIGRATION-ESO	ESO SOLUTIONS INC 6/16/22-6/15/23	595.00		07/12/22
	FIREHOUSE MIGRATION-ESO	0/10/22-0/13/23			
	ACCOUNT TOTAL		595.00	.00	595.00
606 1	NEG 441 01 40 DECRECTORAL CERVICE	C / DUDI IC INFORMATION DECC			
2290	078-441.81-40 PROFESSIONAL SERVICE 12/22 AP 06/01/22 0140606		99.00		07/08/22
	STK*BIGSTOCKPHOTO.COM	ONLINE IMAGE SUBSCRIPTION			. ,
	ACCOUNT TOTAL		99.00	.00	99.00
	11000011 104411			2	

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### ACCOUNT ACTIVITY LISTING

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NBR NBI	D ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	DATA PROCESSING FUND				1081 21
606-1078-	-441.81-41 PROFESSIONAL SERVICES		212 22		07/07/00
2290	12/22 AP 06/08/22 0140606 ISSUU	CURRENTS FOR WEB	312.00		07/08/22
	ACCOUNT TOTAL		312.00	.00	312.00
606-1078-	-441.86-10 REPAIR & MAINTENANCE	/ SOFTWARE SUPPORT AGREEMTS			
2290	12/22 AP 06/01/22 0140606 ANIMOTO INC	US BANK ANIMOTO SUBSCRIPTION	254.19		07/08/22
2290	12/22 AP 05/30/22 0140606	US BANK	107.00		07/08/22
52	WHENTOWORK INC 01/23 AP 07/01/22 0000000 ANNUAL MARCO SUPPORT	FALLS EMPLOYEE ADDED MARCO TECHNOLOGIES LLC NW7128 7/2/22-7/1/23	11,403.89		07/12/22
52	01/23 AP 06/24/22 0000000	CIVICPLUS	21,630.00		07/12/22
40	CIVIC REC SUBSCRIPTION 01/23 AP 06/02/22 0000000 FIREHOUSE MIGRATION-ESO	6/24/22-6/23/23 ESO SOLUTIONS INC 6/16/22-6/15/23	6,650.00		07/12/22
	ACCOUNT TOTAL		40,045.08	, 00	40,045.08
606-1078-	-441.93-01 EQUIPMENT / EQUIPMENT				
2290	12/22 AP 06/13/22 0140606	US BANK	113.19		07/08/22
2290	12/22 AP 05/23/22 0140606	US BANK BLINK CAMERA, MOUNTS, ADPTR PORT53 TECHNOLOGIES INC	115.86		07/08/22
2288	12/22 AP 10/28/21 0000000 PENN TESTING	PORT53 TECHNOLOGIES INC	3,825.00		07/12/22
	ACCOUNT TOTAL		4,054.05	.00	4,054.05
	FUND TOTAL		45,105.13	.00	45,105.13
				,	
FUND 681 H FUND 682 H	HEALTH INSURANCE FUND HEALTH SEVERANCE HEALTH INSURANCE - FIRE JEHICLE MAINTENANCE FUND				
	-446.71-01 OFFICE SUPPLIES / OFF	CICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	59.79		07/12/22
	ACCOUNT TOTAL		59.79	± 0 0	59.79
685-6698- 2293	-446.72-05 OPERATING SUPPLIES / 12/22 AP 06/29/22 0000000 GAS AT GREENWOOD CEM	GAS & OIL CONSOLIDATED ENERGY COMPANY	881.64		07/12/22

PREPARED 07/12/2022, 10:17:35 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING PAGE 51 ACCOUNTING PERIOD 12/2022

PROPANE   12/22 AP 06/22/22 0000000   CONSOLIDATED ENERGY COMPANY   957.00   07/1	GROUP PO NBR NBR	PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
685-6698-446.72-05 OPERATING SUPFLIES / GAS & OLL CONSOLIDATED ENERGY COMPANY PROPANE 12/22 AP 06/28/22 0000000 SAM ANILS & CO. 84.92 07/11 PROPANE 12/22 AP 06/28/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 07/11 PROPANE 12/22 AP 06/28/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 07/11 PROPANE ACCOUNT TOTAL 1,923.56 0.00 1,92 PROPANE 12/22 AP 06/11/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 07/11 PROPANE 12/22 AP 06/11/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 0.00 0.00 07/11 PROPANE 12/22 AP 06/11/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 0.00 07/11 PROPANE 12/22 AP 06/11/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 0.00 0.00 07/11 PROPANE 12/22 AP 06/28/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 0.00 0.00 07/11 PROPANE 12/22 AP 06/28/22 0000000 CONSOLIDATED ENERGY COMPANY 957.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	FIND 685 V	RHICLE MAINTENANCE FUND			
PROPANE   12/22 AP 06/22/22 0000000   CONSOLIDATED ENERGY COMPANY   957.00   07/1		446.72-05 OPERATING SUPPLIES / GAS & OIL	continued		
12/22 AP 06/22/22 0000000   CNSOLIDATED ENERGY COMPANY   957.00   97/12	2293		84.92		07/12/22
685-6698-446.72-60 OPERATING SUPPLIES / SAPETY SUPPLIES 12/22 AP 06/17/22 0000000 CITY LAUNDERING CO. 28.48	2293	12/22 AP 06/22/22 0000000 CONSOLIDATED ENERGY	Z COMPANY 957.00		07/12/22
2268   12/22 AP 06/17/22 0000000   CITY LAUNDERING CO.   28.48   07/1		ACCOUNT TOTAL	1,923.56	· 00	1,923.56
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES 2305		12/22 AP 06/17/22 0000000 CITY LAUNDERING CO.	28.48		07/12/22
2305   12/22 AP 06/28/22 0000000   C & C WELDING & SANDBLASTING   20.00   07/1		ACCOUNT TOTAL	28.48	00	28.48
FLAT STEEL STOCK 12/22 AP 06/23/22 0000000 C & C WELDING & SANDBLASTING STEEL STOCK  ACCOUNT TOTAL  ACCOUNT TOT	685-6698-	446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES			
2305 12/22 AP 06/23/22 0000000 C & C WELDING & SANDBLASTING 130.68 07/1 STEEL STOCK  ACCOUNT TOTAL  ACCOUNT TOTAL  685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS 2293 12/22 AP 06/27/22 0000000 PRECISE MRM LLC 1,020.00 07/1 AVL DATA CHARGE  ACCOUNT TOTAL  ACC	2305		NDBLASTING 20.00		07/12/22
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS  2293	2305	12/22 AP 06/23/22 0000000 C & C WELDING & SAN	NDBLASTING 130.68		07/12/22
2293 12/22 AP 06/27/22 0000000 PRECISE MRM LLC 1,020.00 07/12  ACCOUNT TOTAL 1,020.00 .00 1,02  685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS 2305 12/22 AP 06/24/22 0000000 ARAMARK 89.25 07/12  2268 12/22 AP 06/10/22 0000000 ARAMARK 71.75 07/12  SHOP TOWELS 2268 12/22 AP 05/27/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/20/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/12  SHOP TOWELS		ACCOUNT TOTAL	150.68	.00	150.68
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS 2305		12/22 AP 06/27/22 0000000 PRECISE MRM LLC			07/12/22
2305   12/22 AP 06/24/22 0000000   ARAMARK   89.25   07/1:		ACCOUNT TOTAL	1,020.00	.00	1,020.00
SHOP TOWELS  2268 12/22 AP 06/10/22 0000000 ARAMARK 71.75 07/1: SHOP TOWELS  2268 12/22 AP 05/27/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS  2268 12/22 AP 05/20/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS  2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS  2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS  2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS  2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1:					
2268 12/22 AP 05/27/22 0000000 ARAMARK 71.75 07/13  2268 12/22 AP 05/27/22 0000000 ARAMARK 82.45 07/13  2268 12/22 AP 05/20/22 0000000 ARAMARK 82.45 07/13  SHOP TOWELS  2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/13  SHOP TOWELS  2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/13  SHOP TOWELS  2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/13  SHOP TOWELS  2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/13  SHOP TOWELS	2305		89.25		07/12/22
2268 12/22 AP 05/27/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/20/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1:	2268	12/22 AP 06/10/22 0000000 ARAMARK	71.75		07/12/22
2268 12/22 AP 05/20/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS	2268	12/22 AP 05/27/22 0000000 ARAMARK	82.45		07/12/22
2268 12/22 AP 05/13/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS 2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/1: SHOP TOWELS	2268	12/22 AP 05/20/22 0000000 ARAMARK	82.45		07/12/22
2268 12/22 AP 05/06/22 0000000 ARAMARK 82.45 07/13 SHOP TOWELS	2268	12/22 AP 05/13/22 0000000 ARAMARK	82.45		07/12/22
ACCOUNT TOTAL 490 90 00 49	2268	12/22 AP 05/06/22 0000000 ARAMARK	82.45		07/12/22
ACCOUNT TOTAL		ACCOUNT TOTAL	490.80	.00	490.80

685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY

PREPARED 07/12/2022, 10:17:35 ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 12/2022 PROGRAM GM360L

CITY OF CEDAR FALLS

...... GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE POST DT ----FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY continued 12/22 AP 06/28/22 0000000 D & D TIRE INCL 290.00 07/12/22 2305 #344 RRI 12/22 AP 06/28/22 0000000 D & D TIRE INC. 390.00 07/12/22 2305 #340 RRI .00 680.00 680.00 ACCOUNT TOTAL 685-6698-446.93-01 EQUIPMENT / EQUIPMENT 07/12/22 2305 12/22 AP 06/23/22 0000000 PRO-LINER 1,250.00 FD561 BEDLINER AND UNDER COATING ACCOUNT TOTAL 1,250.00 ...00 1,250.00 FUND TOTAL 5.603.31 .00 5,603.31 FUND 686 PAYROLL FUND FUND 687 WORKERS COMPENSATION FUND FUND 688 LTD INSURANCE FUND FUND 689 LIABILITY INSURANCE FUND 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE 07/12/22 2293 12/22 AP 06/15/22 0000000 JORDAN'S NURSERY, INC. 295.00 6TH AND MAIN DAMAGED TREE 2286 12/22 AP 06/07/22 0000000 KW ELECTRIC, INC. 16,071.29 07/12/22 SIGNAL REPLACEMENT AT NORDIC AND RIDGEWAY . 00 ACCOUNT TOTAL 16,366.29 16,366.29 FUND TOTAL 16,366,29 . 00 16,366.29 FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE FUND 790 FLOOD LEVY 2,045,677.54 3,436.59 2,042,240.95 GRAND TOTAL