



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 17, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of June 3, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Hearing on a complaint issued to MT Tanks LLC, d/b/a Panther Travel Center, 1525 West Ridgeway Avenue, for a first tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Panther Travel Center, 1525 West Ridgeway Avenue.
3. Public hearing on the proposed rezoning from M-1, Light Industrial District, to C-2, Commercial District, of properties located at 2216 Main Street and 127 East 23rd Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 06/11/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, upon its first consideration.

Old Business

4. Pass Ordinance #3059 amending the Zoning Map by removing real estate located at 2300 Main Street from M-1, Light Industrial District, to C-2, Commercial District, upon its third & final consideration.
5. Pass Ordinance #3060 vacating certain public right-of-way of an alley between Longview Street and Cedar Street, upon its third & final consideration.

6. Pass Ordinance #3061 amending Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for simple misdemeanors, upon its third & final consideration.
7. Pass Ordinance #3062 amending Chapter 2, Administration, of the Code of Ordinances relative to approval of bills and claims against city, upon its third & final consideration.
8. Pass Ordinance #3063 amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to location and operation – generally and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds prohibited; exceptions, upon its third & final consideration.
9. Pass Ordinance #3064 amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to the use of city collection service, upon its third & final consideration.
10. Pass Ordinance #3065 amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to disorderly conduct – generally, upon its third & final consideration.
11. Pass Ordinance #3066 amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, upon its third & final consideration.
12. Pass Ordinance #3067 amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, upon its third & final consideration.
13. Pass Ordinance #3068, amending Chapter 6, Animals, of the Code of Ordinances relative to impoundment of dogs, cats or poultry running at-large, redemption of impounded animals, permitting dog, cat or poultry to run at-large, disposition of impoundment animals and notice of destruction of animal; appeal, upon its second consideration.

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

14. Receive and file the City Council Work Session minutes of June 3, 2024 relative to the following item:
 - a) Residential Incentives & Draft Policy.
15. Receive and file the City Council Committee of the Whole minutes of June 3, 2024 relative to the following item:
 - a) Grow Cedar Valley Update.
16. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Crystal Waltz, Human Rights Commission, term ending 07/01/2027.
 - b) Tyler Ingham, Human Rights Commission, term ending 07/01/2027.
 - c) Madeleine Seymour, Human Rights Commission, term ending 07/01/2027.
 - d) Stephanie Houk Sheetz, Metropolitan Transit Board, term ending 6/30/2027.
17. Receive and file communication from the Civil Service Commission relative to the following certified lists:
 - a) Administrative Supervisor.
 - b) Public Safety Officer.
18. Approve a request by Cedar Falls Utilities for a temporary variance from Section 15-83 of the Code of Ordinances, Prohibited noises generally, to allow painting of a water tower to occur on Sundays.
19. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) B&B West, 3105 Hudson Road.
 - b) Bani's, 2128 College Street.
 - c) Buzz Smoke & Vapor, 2125 College Street, Suite A.
 - d) Cloud 9 Glass & Novelty, 2125 College Street, Suite C.
 - e) Dollar General #14412, 2921 Center Street.
 - f) Dollar General #21239, 1922 Valley Park Drive.

- g) Fleet Farm Fuel, 108 West Ridgeway Avenue.
- h) Great Wall Chinese Restaurant, 2125 College Street, Suite D.
- i) Kwik Spirits #561, 4116 University Avenue, Suite 104-105.
- j) Kwik Star #490, 7500 Nordic Drive.
- k) Kwik Star #726, 2019 College Street.
- l) Kwik Star #934, 4515 Coneflower Parkway.
- m) Mini Mart, 1420 West 1st Street.
- n) Pheasant Ridge Golf Course, 3205 West 12th Street.
- o) Posh Smoke and Vape, 6322 University Avenue, Suite L.
- p) Prime Mart, 2728 Center Street.
- q) Prime Vapor and Tobacco, 2323 Main Street.
- r) Suds, 2223 1/2 College Street.
- s) Thunder Ridge Ampride, 2425 Whitetail Drive.
- t) Walgreens #10557, 2509 Whitetail Drive.

20. Approve the following applications for retail alcohol licenses:
- a) Dollar General Store, 2921 Center Street, Class B retail alcohol - renewal.
 - b) King Star, 2228 Lincoln Street, Class B retail alcohol - renewal.
 - c) Kwik Star, 2019 College Street, Class B retail alcohol - renewal.
 - d) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - renewal.
 - e) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
 - f) Cindy Lou's BBQ, 6607 University Ave, Class C retail alcohol & outdoor service - renewal.
 - g) George's Local, 108 E. 4th Street, Class C retail alcohol & outdoor service - renewal.
 - h) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.
 - i) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - change in ownership.

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

- 21. Resolution Calendar with items considered separately.
- 22. Resolution approving and adopting the City's FY2025 Appropriations Resolution.
- 23. Resolution approving and authorizing execution of an Employment Agreement with the City Administrator.
- 24. Resolution approving and adopting the City's FY2025 Payroll Resolution.
- 25. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc. relative to the City's FY2025 Employee Health Plan.
- 26. Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY2025 Employee Health Plan.
- 27. Resolution approving and adopting the City's FY2025 Fee Schedule.
- 28. Resolution reallocating American Rescue Plan Act (ARPA) Allocation relative to providing continued relief from the public health and economic impacts of the COVID-19 public health emergency.
- 29. Resolution approving and authorizing execution of a Client Authorization to Bind Coverage relative to renewal of the City's Public Entity Insurance for FY2025.
- 30. Resolution approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.
- 31. Resolution approving and accepting Bulletproof Vest Partnership (BVP) grant funding from the U.S. Department of Justice relative to replacement of police ballistic vests.
- 32. Resolution approving and authorizing execution of a Contract for towing, wrecker, and storage services with Rasmusson Towing.

- [33.](#) Resolution approving and authorizing execution of a Contract for towing, wrecker, and storage services with Valley Wide Towing & Recovery Inc.
- [34.](#) Resolution approving and authorizing execution of an Agreement with Thad Peck relative to providing a Breathwork Workshop at the Recreation Center.
- [35.](#) Resolution approving and authorizing the expenditure of funds for the purchase of fencing relative to the Orchard Hill Pickleball Court Expansion Project.
- [36.](#) Resolution approving and authorizing execution of an Agreement with Eden+ Nonprofit Fundraising Consulting relative to the Hearst 2.0 Fundraising Feasibility Study.
- [37.](#) Resolution approving and authorizing execution of an Iowa Economic Development Authority Certified Local Government (CLG) Program Grant Agreement with the State Historic Preservation Office (SHPO) relative to the Overman Park Neighborhood.
- [38.](#) Resolution approving and accepting Four Warranty Deeds in conjunction with the North Cedar Heights Area Reconstruction Project.
- [39.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Highway 57 & Union Road Intersection Improvements Project.
- [40.](#) Resolution approving and authorizing execution of a Predesign Agreement for Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 57 & Union Road Intersection Improvements Project.
- [41.](#) Resolution approving and accepting the contract and bond of Blacktop Service Co. for the 2024 Seal Coat Project.
- [42.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 4 to the Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the North Cedar Heights Area Reconstruction Project – Phase III.
- [43.](#) Resolution setting July 1, 2024 as the date of public hearing on a proposal to undertake a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project.
- [44.](#) Resolution setting July 1, 2024 as the date of public hearing on a proposal to undertake a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project.

Ordinances

- [45.](#) Pass an ordinance, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges – established, upon its first consideration.

Allow Bills and Claims

- [46.](#) Allow Bills and Claims for June 17, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 3, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK 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 7:12 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

54797 - It was moved by Kruse and seconded by Hawbaker that the minutes of the Regular Meeting of May 20, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54798 - Rick Sharp, Cedar Falls, commented on yard waste fees and policies. Councilmember Shultz commented.

David Spreitzer, Cedar Falls, thanked City arborists regarding a City tree that damaged his property and expressed concern with the City's insurance claim response.

Bob Manning, Cedar Falls, expressed concern with several properties in disrepair and cited by the City.

Kim Jensen Jordan, Cedar Falls, expressed concern regarding loss of the Sartori building.

Mike Butler, Cedar Falls, thanked the City for its involvement in Robert J. Hibbs bridge updates.

54799 - Director of Community Development Sheetz announced the Historic Preservation Commission in partnership with the North Cedar Neighborhood Association is hosting a lesson and tour of living in northern Cedar Falls on June 14, 2024.

54800 - It was moved by Kruse and seconded by Latta that Ordinance #3059, amending the Zoning Map by removing real estate located at 2300 Main Street from M-1, Light Industrial District, to C-2, Commercial District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54801 - It was moved by Kruse and seconded by Schultz that Ordinance #3060, vacating certain public right-of-way of an alley between Longview Street and Cedar Street, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54802 - It was moved by Kruse and seconded by Schultz that Ordinance #3061, amending Chapter 1, General Provisions, of the Code of Ordinances relative to

the general penalty for simple misdemeanors, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54803 - It was moved by Kruse and seconded by Crisman that Ordinance #3062, amending Chapter 2, Administration, of the Code of Ordinances relative to approval of bills and claims against city, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54804 - It was moved by Kruse and seconded by Schultz that Ordinance #3063, amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to location and operation – generally Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds prohibited; exceptions, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54805 - It was moved by Kruse and seconded by Schultz that Ordinance #3064, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to the use of city collection service, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54806 - It was moved by Kruse and seconded by Latta that Ordinance #3065, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to disorderly conduct - generally, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54807 - It was moved by Kruse and seconded by Schultz that Ordinance #3066, amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54808 - It was moved by Kruse and seconded by Crisman that Ordinance #3067, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54809 - It was moved by Latta and seconded by Kruse that the following items on the Consent Calendar be received, filed, and approved:

Receive and file communication from the Civil Service Commission relative to the following certified list:

a) Engineering Technician I.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY2024 Self-Supported Municipal Improvement District (SSMID) funds and an FY2024 Economic Development Grant.

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

- a) Casey's #4279 – 1620 West 1st Street.
- b) Casey's #4553 – 1525 West Ridgeway Avenue.
- c) Central Iowa Vapors Plus Cedar Falls –704 Main Street.
- d) Greenleaf Tobacco – 502 Brandilynn Boulevard.
- e) Greenleaf Tobacco & Vaper – 5901 University Avenue.
- f) King Star – 2228 Lincoln Street.

Approve the following applications for retail alcohol licenses:

- a) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service - renewal.
- b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol - renewal.
- c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C retail alcohol & outdoor service - renewal.
- e) Casey's General Store, 5226 University Avenue, Class E retail alcohol - renewal.
- f) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
- g) Mini-mart, 1420 West 1st Street, Class E retail alcohol - renewal.
- h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service -temporary expansion of outdoor service area. (June 13, June 21, June 28 – 29, July 13, July 19, 2024)
- i) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (June 20, 2024)

Motion carried unanimously.

54810 - It was moved by Crisman and seconded by Latta to approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Gerald Sorensen, Board of Adjustment, term ending 03/31/2029.
- b) Brian Bowman, Parks & Recreation Commission, term ending 06/30/2027.
- c) Clare Struck, Parks & Recreation Commission, term ending 06/30/2027.
- d) Annie Gougler, Tourism Board, term ending 07/01/2027.
- e) Michele Jensen, Tourism Board, term ending 07/01/2027.

Following comments by Councilmember Crisman, the motion carried unanimously.

54811 - It was moved by Ganfield and seconded by Latta to approve the application of J&M Displays, Inc. (Sturgis Falls) for a fireworks display permit for June 27, 2024. Following comments by Mayor Laudick, and Councilmembers Latta, Kruse, and Schultz, the motion carried unanimously.

54812 - It was moved by Ganfield and seconded by Crisman that the following resolutions be introduced and adopted:

Resolution #23,639 approving and authorizing execution of an Agreement in Support of Focus on Diabetes relative to FY2025 Cedar Falls Health Trust Services Funding.

Resolution #23,640 approving and authorizing execution of an Agreement in Support of Jump In c/o Cedar Falls Schools Foundation relative to FY2025 Cedar Falls Health Trust Services Funding.

Resolution #23,641 approving and authorizing execution of an Agreement with Sherwin Williams #1398 relative to replacement flooring for the Community Center.

Resolution #23,642 designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.

Resolution #23,643 approving and accepting a grant from the Cedar Falls Health Trust Fund Board relative to a rescue boat for the Public Safety Fire Division.

Resolution #23,644 approving and authorizing execution of an Agreement in Support of Cedar Falls Community Main Street (CMS) relative to FY2025 Tourism Activities & Economic Development Services Funding.

Resolution #23,645 approving and authorizing execution of an Agreement in Support of the College Hill Partnership (CHP) relative to FY2025 Tourism Activities & Economic Development Services Funding.

Resolution #23,646 supporting a local match required for the Workforce Housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by Garden City Commons, LLC for Workforce Housing Tax Credits for the proposed housing project at 1924-2024 West 12th Street. (Contingent upon approval of previous item)

Resolution #23,647 approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre relative to FY2025 Tourism Activities & Economic Development Services Funding.

Resolution #23,648 approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to FY2025 Tourism Activities & Economic Development Services Funding.

Resolution #23,649 approving and authorizing execution of an Agreement in Support of the Rotary Club of Cedar Falls relative to FY2025 Tourism Activities & Economic Development Services Funding.

Resolution #23,650 approving and authorizing execution of an Agreement with Beth Nybeck relative to the Public Art Trail Project.

Resolution #23,651 approving the amendment of the Housing Choice Voucher (HCV) Program, aka Section 8, Waiting List relative to adjusting the preferences, as recommended by the Housing Commission.

Resolution #23,652 approving amendments to the Western Home Communities portion of the Mixed Use District Master Plan for Pinnacle Prairie.

Resolution #23,653 approving and authorizing the expenditure of funds for the purchase of a service truck for the Water Reclamation facility.

Resolution #23,654 receiving and filing, and approving and accepting the bid of Blacktop Services Co. in the amount of \$201,099.00 for the 2024 Seal Coat Project.

Resolution #23,655 approving and accepting the contract and bond of Boulder Contracting, LLC for the 2024 Alley Reconstruction Project.

Resolution #23,656 approving and accepting the contract and bond of JQ Construction, LLC for the 2024 Sidewalk Assessment Project – Zone 6.

Resolution #23,657 setting June 17, 2024 as the date of public hearing on the proposed rezoning from M-1 Light Industrial District, to C-2, Commercial District, of properties located at 2216 Main Street and 127 East 23rd Street.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,639 through #23,657 duly passed and adopted.

54813 - It was moved by Ganfield and seconded by Latta that Resolution #23,658, approving and authorizing execution of a Fireworks Display Agreement with J&M Displays, Inc. relative to a fireworks display on June 27, 2024, be adopted. Following comments and questions by Councilmembers Dunn, Hawbaker, Ganfield, Schultz, Kruse, Latta, and Crisman, and David Spreitzer, Cedar Falls and responses by Mayor Laudick, City Administrator Gaines, and Public Safety Director Berte, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: none. Motion carried. The Mayor then declared Resolution #23,658 duly passed and adopted.

54814 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,659, approving and authorizing execution of an Agreement in Support of MercyOne Cedar Falls Medical Center/MercyOne Cedar Falls Foundation relative to FY2025 Cedar Falls Health Trust Services Funding, be adopted. Following comments by Councilmember Latta and Kim Jensen Jordan, Cedar Falls, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Abstain: Latta. Motion carried. The Mayor then declared Resolution #23,659 duly passed and adopted.

- 54815 - It was moved by Kruse and seconded by Crisman that Resolution #23,660, approving and authorizing execution of an Agreement in Support of Successlink/Together for Youth Coalition relative to FY2025 Cedar Falls Health Trust Services Funding, be adopted. Following comments by Councilmember Ganfield, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: Ganfield. Motion carried. The Mayor then declared Resolution #23,660 duly passed and adopted.

- 54816 - It was moved by Kruse and seconded by Latta that Resolution #23,661, supporting a Workforce housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by Garden City Commons, LLC, for Workforce Housing Tax Credits for the proposed housing project at 1924-2024 West 12th Street, be approved. Following comments by Councilmembers Latta, Crisman and Ganfield, and Todd Wilson, Cedar Falls, and responses by Mayor Laudick, City Administrator Gaines and Developer Brian Wingert, Cedar Falls, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,661 duly passed and adopted.

- 54817 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3068, amending Chapter 6, Animals, of the Code of Ordinances relative to impoundment of dogs, cats, or poultry running at-large, redemption of impounded animals, permitting dog, cat, or poultry to run at-large, disposition of impoundment animals and notice of destruction of animal; appeal, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54818 - It was moved by Kruse and seconded by Crisman that the bills and claims of June 3, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54819 - Councilmember Ganfield reminded the public to vote in the June 4, 2024 primary elections.

Mayor Laudick announced his recent marriage.

- 54820 - Councilmember Schultz discussed changing policies for ATVs, golf carts, and other motorized vehicles on trails and City streets. Mayor Laudick and Public Safety Director Berte responded.

Councilmember Ganfield discussed EMC risk management regarding storm damage claims. City Attorney Rogers responded.

Mayor commented that Wile E. Coyote was removed from the Seerley roundabout during construction.

- 54821 - It was moved by Ganfield and seconded by Latta that the meeting be adjourned at 8:32 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk

BEFORE THE CEDAR FALLS CITY COUNCIL

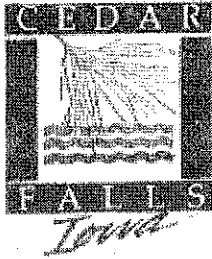
IN RE:
MT Tanks LLC
d/b/a Panther Travel Center
1525 W Ridgeway Avenue
Cedar Falls, IA 50613

**ORDER
ASSESSING PENALTY
FIRST VIOLATION**

On this _____ day of _____, 2024, after a public hearing on the matter, the Cedar Falls City Council finds that based upon evidence submitted by the City Attorney's Office, the above-captioned permittee committed a violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one (21) years of age.

THEREFORE, the Cedar Falls City Council hereby orders that a civil penalty in the amount of \$300.00 be remitted by the above-captioned permittee, to the City of Cedar Falls, check made payable to the "City of Cedar Falls" on or before 30 days from date of this order. This sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the automatic permit suspension for a period of fourteen (14) days.

Daniel Laudick, Mayor
City of Cedar Falls, Iowa



DEPARTMENT OF ADMINISTRATIVE SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-232-6600
FAX 319-268-9126

May 20, 2024

MT Tanks LLC
d/b/a Panther Travel Center
1525 W Ridgeway Ave.
Cedar Falls, IA 50613

SECOND NOTICE

RE: 2/07/24 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at **7:00 p.m. on June 17, 2024**, City Council Chambers, 220 Clay Street, Cedar Falls, Iowa. The hearing complaint which has been filed against you is attached.

If you or your representative fails to appear at this hearing, a decision may be entered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one (21) years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Austin J. McMahon, Assistant City Attorney, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

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

Very truly yours,

Austin J. McMahon
Assistant City Attorney

AJM/tad

IN RE:
MT Tanks LLC
d/b/a Panther Travel Center
1525 W Ridgeway Ave.
Cedar Falls, IA 50613

HEARING COMPLAINT

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

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about February 7, 2024, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Citation and Court docket are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00) against MT Tanks LLC d/b/a Panther Travel Center.

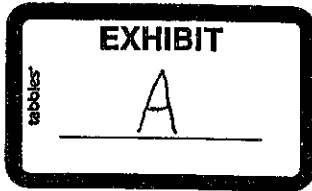


Austin J. McMahon
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704
(319) 232-6555
mcmahon@s-c-law.com

Original to:
MT Tanks LLC d/b/a Panther Travel Center
1525 W Ridgeway Avenue
Cedar Falls, IA 50613

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

Kim Kerr
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613



0107 24-010700

COMPLAINT

IOWA UNIFORM CITATION AND COMPLAINT

Area 552

State of Iowa
County of BLACK HAWK
City of CEDAR FALLS

CF 170601

vs: [X]
Name Downs
Address Alexia Elizabethn
City Cedar Falls

DL: State IA Zip 50613
DL Class C DL End - DL Rest Z DL/State ID Viewed? Yes [X] No []

DOB [] Race [] Etn [] Sex [] Ht [] Wt []
The undersigned states that on or about 2 17 24 at 4:55

Operate Motor Veh./Boat (describe) [] AM [X] PM
CDL Req? Yes [] No [] Pass. End. Req? Yes [] No [] HazMat End. Req. [] Yes [] No []
Reg. # [] State [] Year [] US DOT # []

Upon a public highway at 1525 W Ridgeway Ave.
Located in the county and state aforesaid and did then and there commit the following offense:

- [X] School Violation/Zone \$ 135.00
- [] Road Work Zone
- [] Criminal Surcharge \$ 20.25
- [] Non-scheduled Violation
- [] Court Costs \$ 55.00
- [] Court Appearance Required (901-10)
- [] Total Fine/Costs \$ 210.25
- [] Reason:
- [] Serious PI
- [] Fatal Accident
- [] Civil Damage Assessment
- [] Other

VIOLATION employee providing tobacco to anyone under 21

Speed [] in [] Zone Sec. 453A.2(1) 2023 IA Code
DATA CODE [] Fed/Adm. Code [] C.F. Ord. 1990 Sec. []

Dated 2 17 24 [Signature] RAS

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on 4 4 24 at 0900 [X] AM [] PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date scheduled for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is not a plea of guilty, but acknowledges all of the following:

- I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
- I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation.

the following under penalty of perjury: I hereby give my unsworn appearance based on the display of [Signature] and only my written appearance. I agree that I am to appear in person or by someone to delay against the vehicle charged unless citation. The court authorized to which a citation was issued against my vehicle and the amount of my appearance bond and satisfaction of that bond and purchase the court cost.

Alexia Downs
Signature of Defendant

Case Number: STA0242309 Case Title: STATE vs. DOWNS, ALEXIA E

Opened: 03-11-2024

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

	Plaintiff[s]	Counsel of Record
STATE OF IOWA		
	Defendant[s]	Counsel of Record
ALEXIA ELIZABETH DOWNS		
CEDAR FALLS, IA 50613		

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2024-02-07	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Docket #	Case History
04-04-2024 08:51:04 AM Court	D0002	VIOLETATIONS HANDLED BY CLERK Filed by: Court
03-11-2024 01:00:00 PM Court	D0001	TRAFFIC TICKET FILING - REDACTION - D0001 - REDACTED Filed by: Court



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 Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: June 17, 2024
SUBJECT: Rezoning Request- 2216 Main Street, and 127 E 23rd Street (RZ24-001)

REQUEST: Rezone property from M-1 Light Industrial to C-2 Retail Commercial.

PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant

LOCATION: 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. (RZ24-002)

PROPOSAL

Seven D LLC requested a rezoning of three properties, 2300 Main Street, 2216 Main Street, and 127 E 23rd Street from M-1 Light Industrial to C-2 Commercial. The proposal is to rezone a 3.8-acre site owned by Seven D LLC located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District. The rezoning of 2300 Main Street is in progress.

BACKGROUND

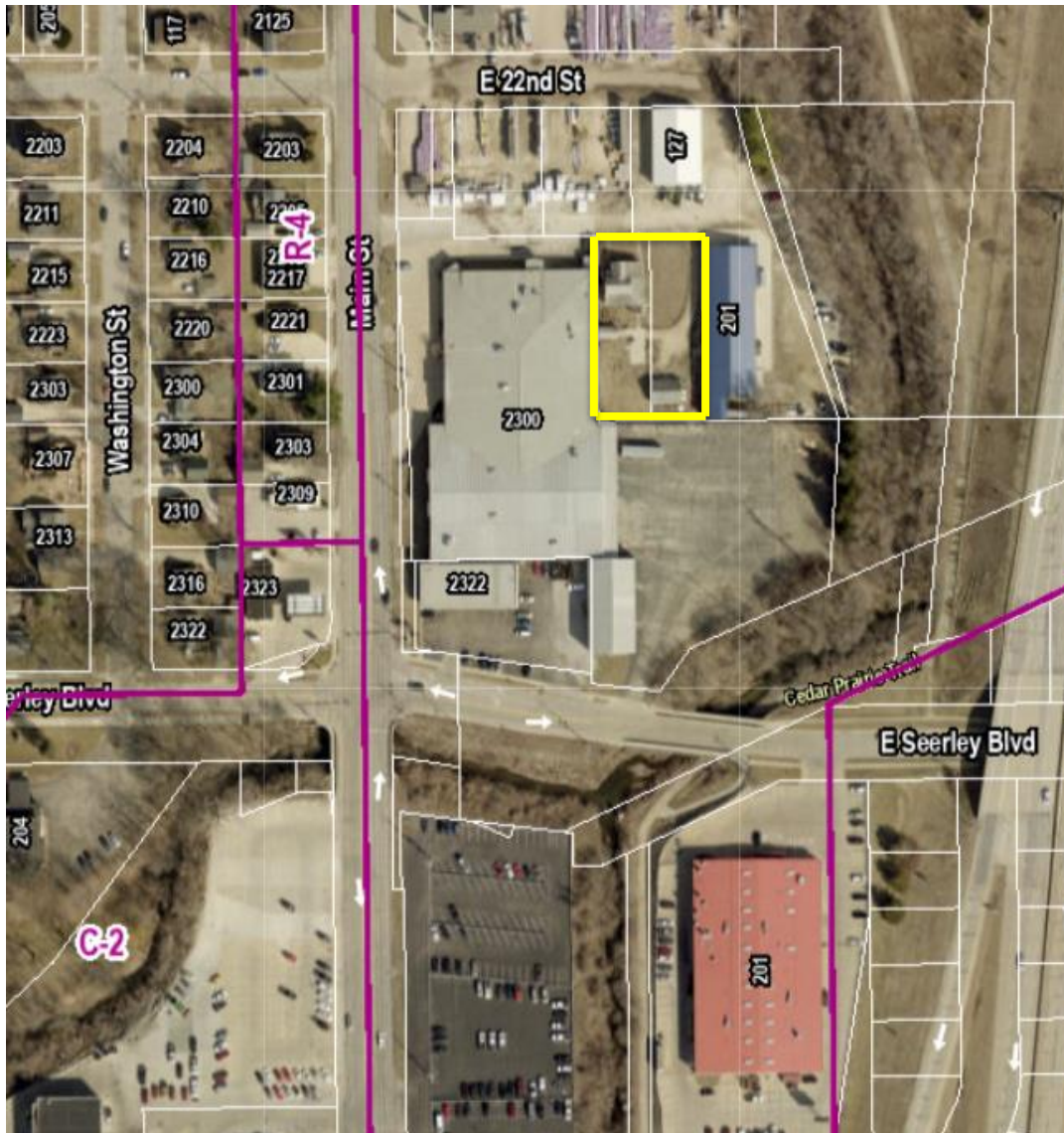
Before the City Council hearing on May 20, 2024, staff determined that the legal description submitted by the applicant was inaccurate and did not include 2216 Main Street and 127 E 23rd Street parcels. Due to this error, the published notice of hearing only included the legal description for the larger parcel at 2300 Main Street.

On May 20, 2024, based on staff's recommendation to keep the rezoning request moving forward for the benefit of the applicant, the City Council held a Public Hearing and approved the first reading of the rezoning of the parcel at 2300 Main Street.

A new legal description for the two smaller lots was submitted by the applicant to move forward with the rezoning of the two smaller lots.

In 2024, a dentist's office is interested in leasing space in the building. The M-1 District does not allow institutions for human care, such as a dentist's office. The applicant proposes to

rezone the property to allow a dental clinic in one of the lease spaces. The two smaller lots will be used for parking and landscaping to support 2300 Main Street.



ANALYSIS

CURRENT ZONING

The purpose of the M-1 Light Industrial Zoning District is to provide an environment suitable for industrial activities that do not create visible nuisance or hazards to surrounding properties. It allows most uses that are within the C-3 District except for any dwellings, schools, hospitals, clinics, or other institutions for human care with the exception of daycare uses. This ensures compatibility of uses because some for industrial uses could have an unintended effect on human care uses.

The request is to change the zoning on two parcels totaling 0.6 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

PROPOSED ZONING

The C-2 Retail Commercial District Zone is intended to provide space for regional and neighborhood retail uses. Uses allowed in C-2 include dwellings, schools, hospitals, clinics, or other institutions for human care.

The site is surrounded by residential uses and a former gas station along the west, a lumber yard to the north, and an auto quick lube to the south. The properties to the north, east, and south are within the M-1 Zoning District. The residential properties to the west are in the R-4 Zoning District and the former gas station location is in the C-2 Zoning District. Staff finds that the zoning change will be compatible with the surrounding area and will allow for a more compatible use next to the residential uses to the west.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these two parcels as Community Commercial. The requested C-2 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The properties have access from Main Street

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns with the proposed rezoning request.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the rezoning request.

PLANNING & ZONING COMMISSION

Introduction 3/27/2024	Chairperson Hartley introduced the next item, a request to rezone property located near the intersection of Main Street and Seerley Boulevard. Ms. Pezley, Planner III, presented the staff report, describing the location, uses of surrounding properties, the basic review criteria for a rezoning, and the applicant's reason for requesting the rezoning. The property is currently M-1 Light Industrial District, and the request is to rezone the property to C-2 Commercial District. The applicant would like to add a dental clinic in the building, which is not allowed in the M-1 zoning district. Ms. Pezley noted that the proposed rezoning is consistent with the Future Land Use Map, which identifies this area as appropriate for community commercial uses. She noted that all necessary public infrastructure is available to support the proposed zoning change.
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Moser asked if a collision center (auto body repair) would be allowed if the zoning change is approved. Ms. Pezley confirmed that an auto body repair shop would not be allowed if rezoned to C-2. Moser asked how the city would follow up if there were any changes to the use that transformed it into an auto body repair shop. Pezley noted that the staff report was very detailed on what was allowed in the C-2 Zone with the auto detailing shop. If the use changed to a more extensive repair shop, this would provide context and help determine if there was a code violation.

Stalnaker asked how the code enforcement changes between the current zoning and proposed zoning. Pezley explained that the detailing shop as currently described by the applicant would be allowed in the proposed zoning district.

Stalnaker asked if the use ever gets to be a nuisance to the neighborhood, how would the City handle that. Howard explained that if the property owner was changing the use, they would have to come to the city for building permits and the change of use would be reviewed at that time. Howard understands that there is a fine line between the proposed detailing shop and an auto body repair shop and that is why staff asked the applicant to describe the use in detail for the record. Howard explained that the C-2 zone allows for many commercial uses such as auto service, but it does not allow auto body work/collision center. This change would go to a less intense use than the current zone which is in a direction that would be more compatible with the comprehensive plan. The building was previously used for commercial uses, and they would like to continue to use the building for commercial uses.

Henderson asked if the owner could use the building as a collision center today and Howard said yes. Henderson points out that the rezoning would ensure a less intense use for the neighbors moving forward.

Chris Fischels, representing the property owner, said that this is the first time that he has seen an applicant request a down-zoning, but the owner would like to lease space for a dental clinic. He was there to answer any questions. There were no questions or comments from the Commission.

Dr. Spencer Walker, 3413 Pheasant Dr., Cedar Falls. Walker is the dentist who wants to lease space in the building. Walker has been working in Cedar Falls for 13 years and has outgrown his current office. Walker plans to stay in Cedar Falls for many years to come and thinks this would be a good location for the clinic.

Hartley asked for any more comments and there were none. Hartley shared that he thought that this was great repurpose of the building. Moser agreed.

Sorensen moved to set the public hearing for the April 10, 2024, Planning and Zoning Commission meeting. Henderson seconded the motion. The motion was approved unanimously on a voice vote.

Public
Hearing
4/10/2024

The next item for consideration by the Commission was a rezoning request for 2300 Main Street, 2216 Main Street and 127 E. 23rd Street. Chair Hartley introduced the item and Ms. Howard discussed the notice that is required for rezoning requests. She explained that the required notice did not get published in the Courier. She provided two options for proceeding with the item. The Commission can waive the notice requirement per City Code, hold the public hearing and make a recommendation to City Council to approve the rezoning request or postpone the hearing to the next meeting. She noted that regardless of which option the Commission chooses, the case will not be scheduled for a Council meeting until May 6, so the decision will not slow down the process for the applicant.

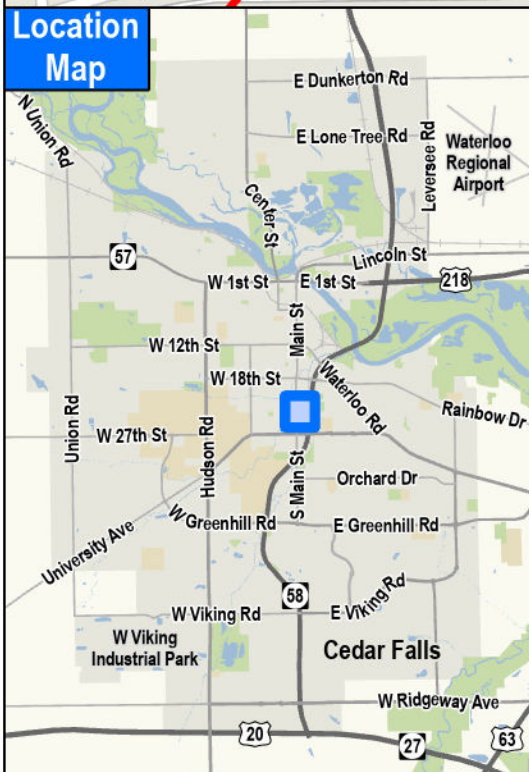
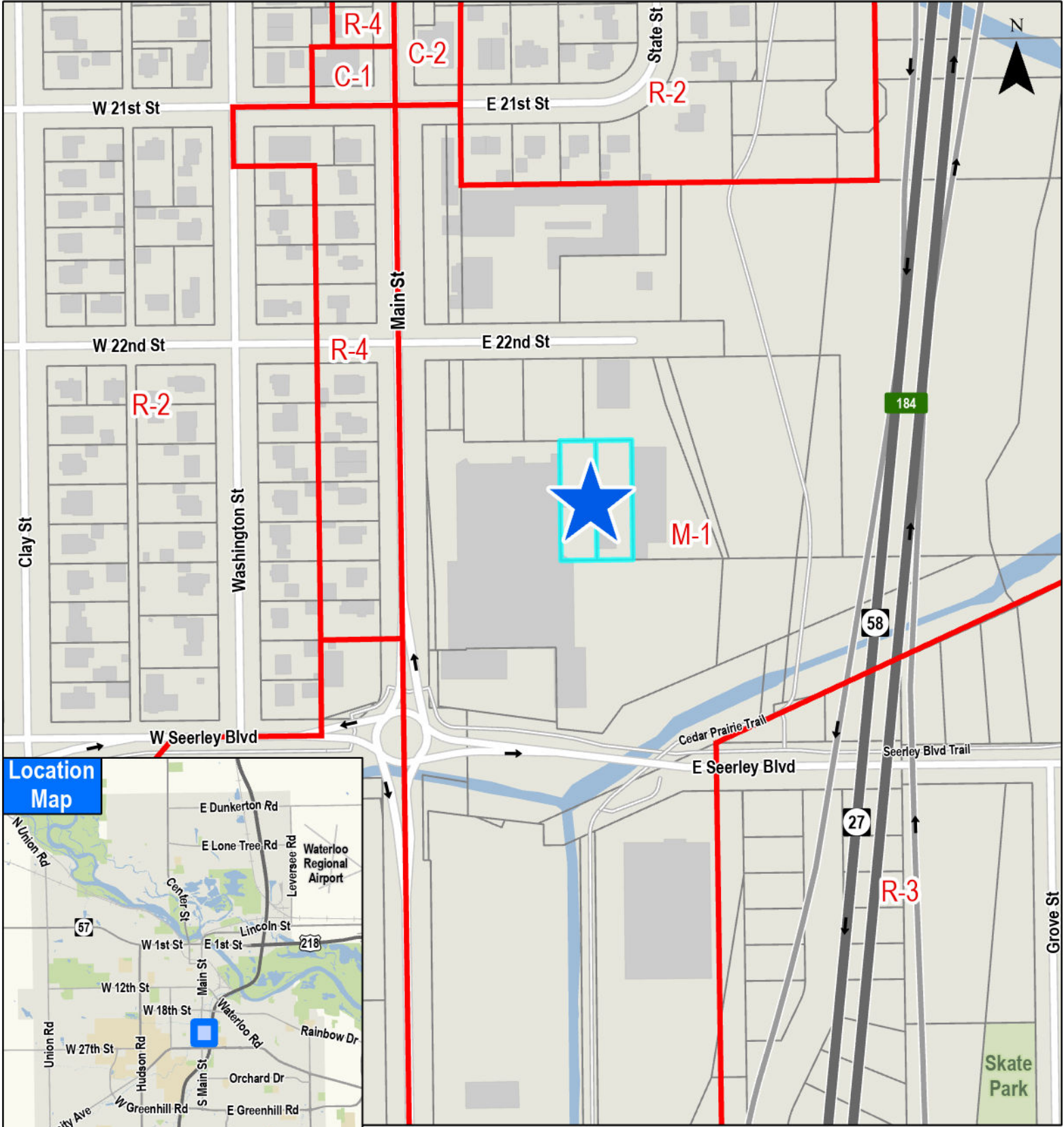
Sorensen made a motion to waive the notice requirement. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Ms. Pezley provided background information, explaining the criteria for considering a rezoning. She discussed the characteristics of the designation and the allowable uses. She noted that the property is in a developed area of the city and has access to all utilities and public services and is consistent with the Future Land Use Map. The property also has direct access to Main Street and E. Seerley Boulevard. Staff recommends approval of the rezoning.

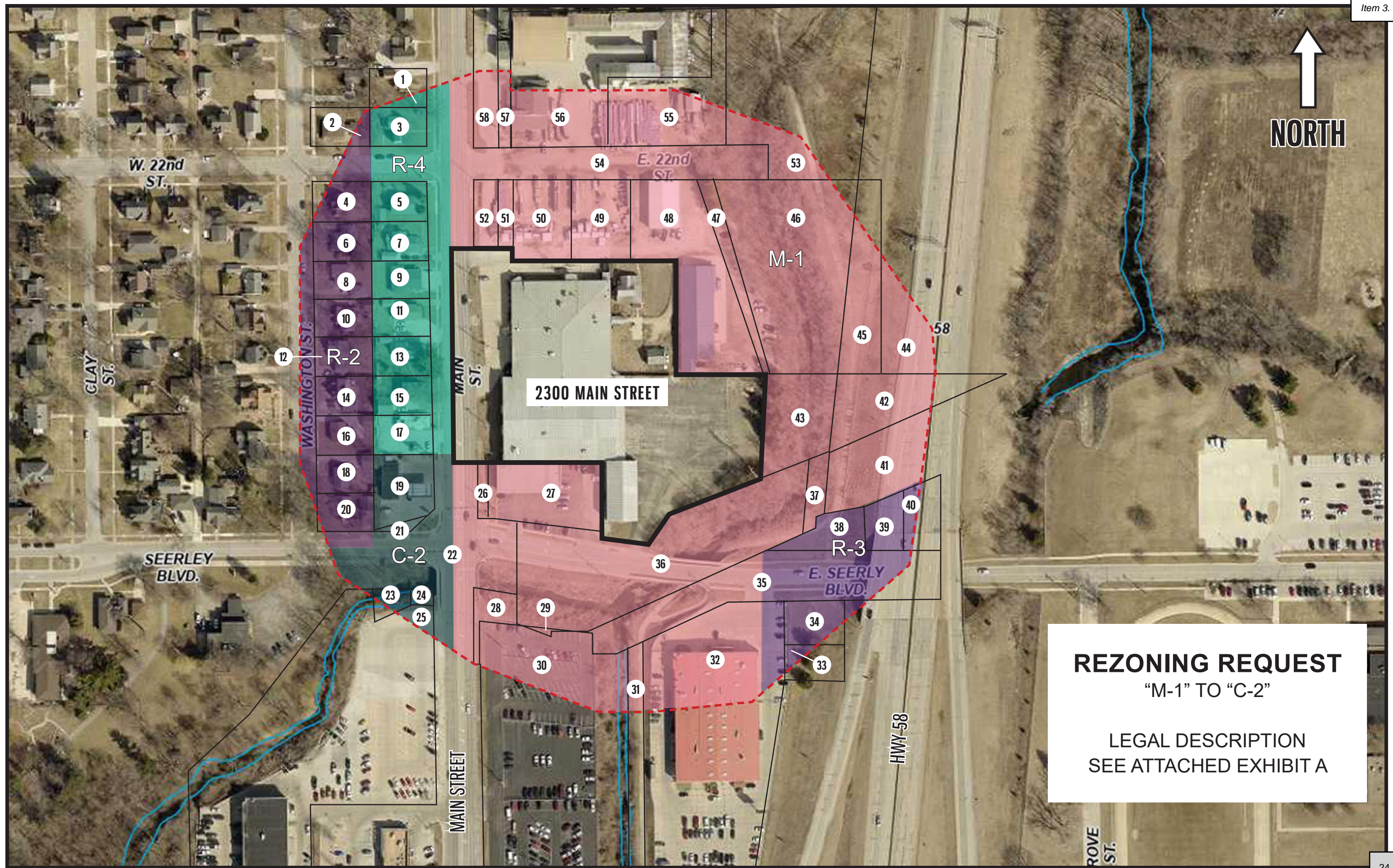
Chris Fischels, 4200 West Rock Road, Hudson, Iowa stated that he is available to answer any questions.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Rezoning Exhibit Plat



Rezoning request from M-1 to C-2
2216 Main Street & 127 E. 23rd Street
(RZ24-001)



REZONING REQUEST
 "M-1" TO "C-2"

LEGAL DESCRIPTION
 SEE ATTACHED EXHIBIT A

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 0.6 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE M-1 LIGHT INDUSTRIAL DISTRICT AND ADDING IT TO THE C-2 COMMERCIAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 0.6 acres of property from M-1 Light Industrial District to C-2 Commercial District, more specifically described below; and

WHEREAS, said C-2 Commercial District allows for community commercial that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; 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 public services are available to support development according to the C-2 Commercial District; 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 is incorporated into and made a part of said Ordinance by reference; and

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 following described real estate, be and the same is hereby removed from the M-1 Light Industrial District and added to the C-2 Commercial District:

Legal Description

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 220 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 323 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line. 60 feet; thence North and parallel to said Railroad right-of-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13. Township 89 North, Range 14 West of the 5th P. M., Black Hawk, County, Iowa, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 160 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 263 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line, 60 feet; thence North and parallel to said Railroad right-of-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-2, Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



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 Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: May 20, 2024
SUBJECT: Rezoning Request, 2300 Main Street (RZ24-001)

REQUEST: Rezone property from M-1 Light Industrial to C-2 Retail Commercial.
PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant
LOCATION: 2300 Main Street, 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. (RZ24-002)

PROPOSAL

The site consists of three parcels. The proposal is to rezone a 3.8-acre site owned by Seven D LLC located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

BACKGROUND

The existing building at 2300 Main Street was previously a furniture store. In January 2022, Seven D LLC bought the properties at 2300 Main Street, 2216 Main Street, and 127 E 23rd Street. At that time, 2216 Main Street and 127 E 23rd Street were single-family units that were registered rentals. Both units were demolished in 2023.

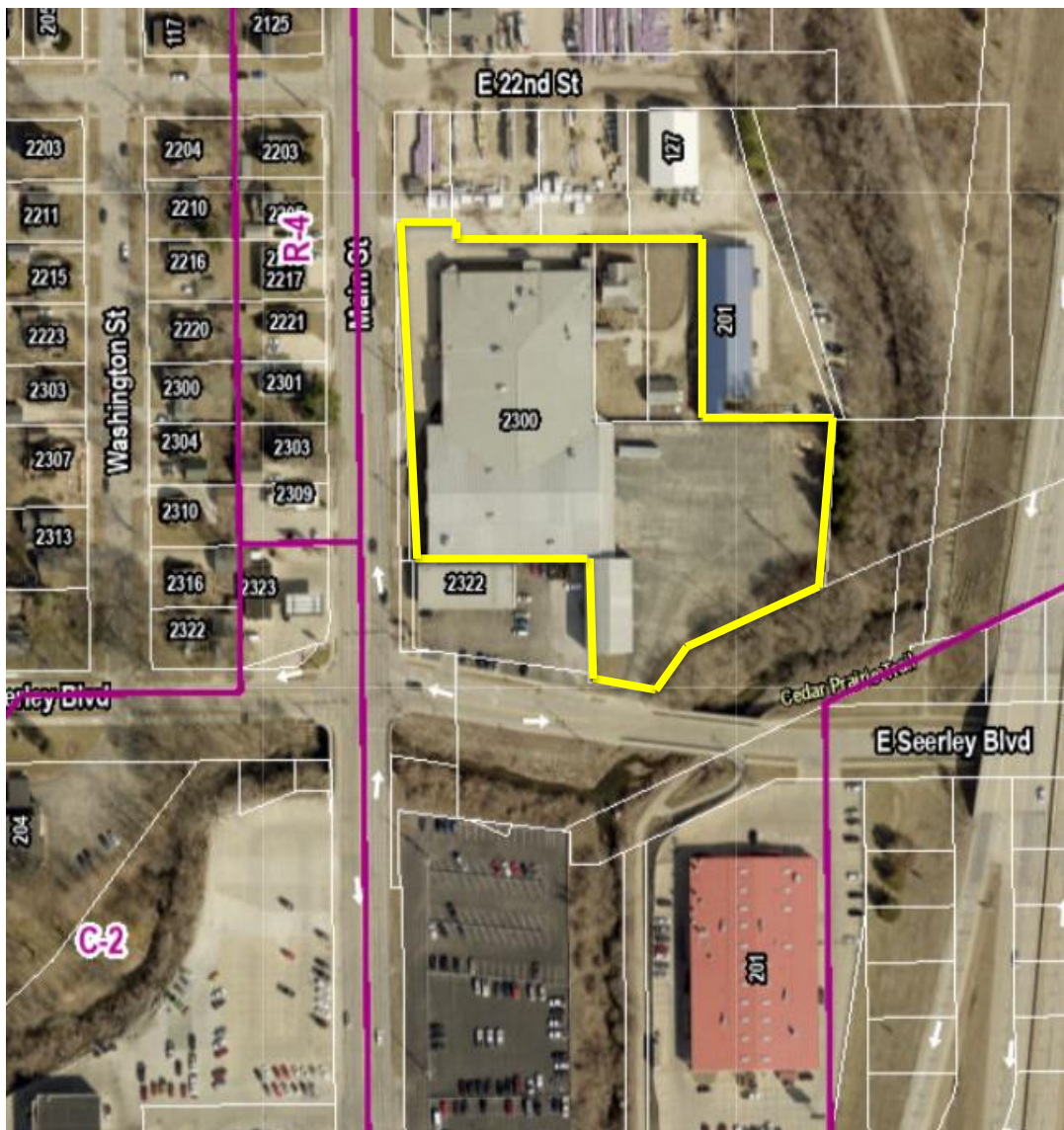
In 2023, Seven D LLC proposed remodeling the building which included changing the footprint of the building, changing the parking configuration, and adding an auto detailing shop, private pickleball courts, storage space, and retail space.

In 2024, a dentist’s office is interested in leasing space in the building. The M-1 District does not allow institutions for human care, such as a dentist’s office. The applicant proposes to rezone the property to allow a dental clinic in one of the lease spaces.

The property owner is currently working to install a body detailing shop at 2300 Main Street. The auto body detailing shop is an extension of Deery Brother's Collision Center. All the collision repairs will be completed at 201 E Seerley. The applicant proposes three parts to the detail auto shop at this location, which are a paint booth, detailing space, and photo booth space. The paint booth will also be used for touching up minor scratches and dings. They will also occasionally remove a bumper for painting in this area as well.

The detailing space will be used to clean vehicles both inside and outside including vacuuming, buffing, waxing, and sealing the paint. They will also use this space to add ceramic coating and undercoating.

The photo booth space will be a place where they can showcase the work done with video/photographs for their website listings.



ANALYSIS

CURRENT ZONING

The purpose of the M-1 Light Industrial Zoning District is to provide an environment suitable for industrial activities that do not create visible nuisance or hazards to surrounding properties. It allows most uses that are within the C-3 District except for any dwellings, schools, hospitals, clinics, or other institutions for human care with the exception of daycare uses. This ensures compatibility of uses because some for industrial uses could have an unintended effect on human care uses.

The request is to change the zoning on three parcels totaling 3.8 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

The applicant would have an auto detailing shop at this site along with private pickleball courts, storage space, and retail space.

PROPOSED ZONING

The C-2 Retail Commercial District Zone is intended to provide space for regional and neighborhood retail uses. Uses allowed in C-2 include dwellings, schools, hospitals, clinics, or other institutions for human care.

The site is surrounded by residential uses and a former gas station along the west, a lumber yard to the north, and an auto quick lube to the south. The properties to the north, east, and south are within the M-1 Zoning District. The residential properties to the west are in the R-4 Zoning District and the former gas station location is in the C-2 Zoning District. Staff finds that the zoning change will be compatible with the surrounding area and will allow for a more compatible use next to the residential uses to the west.

The autobody detailing space as described above will meet the C-2 Zoning Code, which allows for auto services. The owner will need to keep to the work described to avoid creating a non-conforming use.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these three parcels as Community Commercial. The requested C-2 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The property has two access points to Main Street and an access point along the south onto E Seerley Blvd. There is also an access easement to the north that connects Main Street to 201 E 22nd Street.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns with the proposed rezoning request.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the rezoning request.

PLANNING & ZONING COMMISSION

Introduction
3/27/2024

Chairperson Hartley introduced the next item, a request to rezone property located near the intersection of Main Street and Seerley Boulevard. Ms. Pezley, Planner III, presented the staff report, describing the location, uses of surrounding properties, the basic review criteria for a rezoning, and the applicant's reason for requesting the rezoning. The property is currently M-1 Light Industrial District, and the request is to rezone the property to C-2 Commercial District. The applicant would like to add a dental clinic in the building, which is not allowed in the M-1 zoning district. Ms. Pezley noted that the proposed rezoning is consistent with the Future Land Use Map, which identifies this area as appropriate for community commercial uses. She noted that all necessary public infrastructure is available to support the proposed zoning change.

Moser asked if a collision center (auto body repair) would be allowed if the zoning change is approved. Ms. Pezley confirmed that an auto body repair shop would not be allowed if rezoned to C-2. Moser asked how the city would follow up if there were any changes to the use that transformed it into an auto body repair shop. Pezley noted that the staff report was very detailed on what was allowed in the C-2 Zone with the auto detailing shop. If the use changed to a more extensive repair shop, this would provide context and help determine if there was a code violation.

Stalnaker asked how the code enforcement changes between the current zoning and proposed zoning. Pezley explained that the detailing shop as currently described by the applicant would be allowed in the proposed zoning district.

Stalnaker asked if the use ever gets to be a nuisance to the neighborhood, how would the City handle that. Howard explained that if the property owner was changing the use, they would have to come to the city for building permits and the change of use would be reviewed at that time. Howard understands that there is a fine line between the proposed detailing shop and an auto body repair shop and that is why staff asked the applicant to describe the use in detail for the record. Howard explained that the C-2 zone allows for many commercial uses such as auto service, but it does not allow auto body work/collision center. This change would go to a less intense use than the current zone which is in a direction that would be more compatible with the comprehensive plan. The building was previously used for commercial uses, and they would like to continue to use the building for commercial uses.

Henderson asked if the owner could use the building as a collision center today and Howard said yes. Henderson points out that the rezoning would ensure a less intense use for the neighbors moving forward.

Chris Fischels, representing the property owner, said that this is the first time that he has seen an applicant request a down-zoning, but the owner would like to lease space for a dental clinic. He was there to answer any questions. There were no questions or comments from the Commission.

Dr. Spencer Walker, 3413 Pheasant Dr., Cedar Falls. Walker is the dentist who wants to lease space in the building. Walker has been working in Cedar Falls for 13 years

and has outgrown his current office. Walker plans to stay in Cedar Falls for many years to come and thinks this would be a good location for the clinic.

Hartley asked for any more comments and there were none. Hartley shared that he thought that this was great repurpose of the building. Moser agreed.

Sorensen moved to set the public hearing for the April 10, 2024, Planning and Zoning Commission meeting. Henderson seconded the motion. The motion was approved unanimously on a voice vote.

Public
Hearing
4/10/2024

The next item for consideration by the Commission was a rezoning request for 2300 Main Street, 2216 Main Street and 127 E. 23rd Street. Chair Hartley introduced the item and Ms. Howard discussed the notice that is required for rezoning requests. She explained that the required notice did not get published in the Courier. She provided two options for proceeding with the item. The Commission can waive the notice requirement per City Code, hold the public hearing and make a recommendation to City Council to approve the rezoning request or postpone the hearing to the next meeting. She noted that regardless of which option the Commission chooses, the case will not be scheduled for a Council meeting until May 6, so the decision will not slow down the process for the applicant.

Sorensen made a motion to waive the notice requirement. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Ms. Pezley provided background information, explaining the criteria for considering a rezoning. She discussed the characteristics of the designation and the allowable uses. She noted that the property is in a developed area of the city and has access to all utilities and public services and is consistent with the Future Land Use Map. The property also has direct access to Main Street and E. Seerley Boulevard. Staff recommends approval of the rezoning.

Chris Fischels, 4200 West Rock Road, Hudson, Iowa stated that he is available to answer any questions.

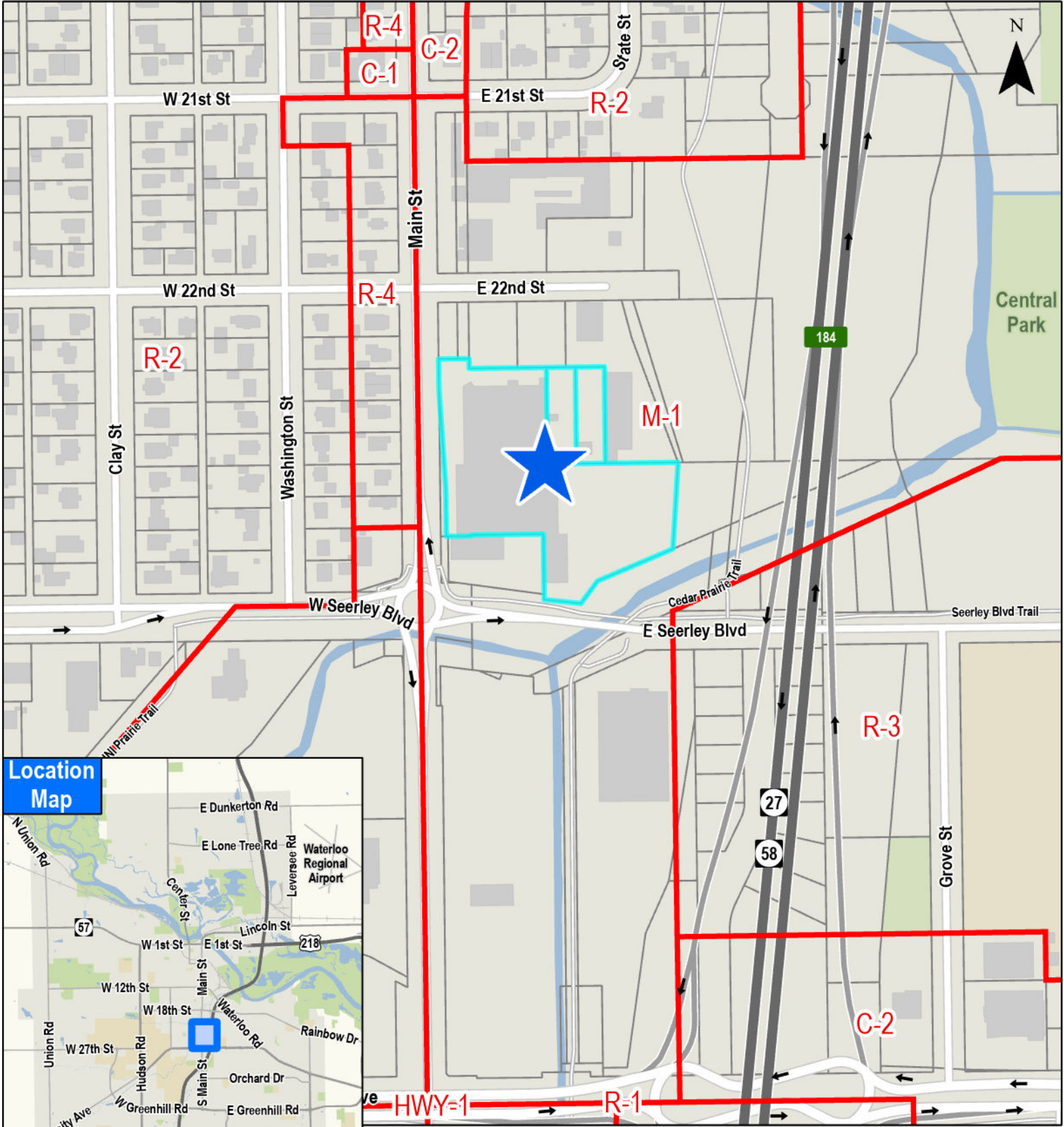
Sorenson made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

- Attachments: Location Map
- Rezoning request letter
- Legal Description
- Rezoning Exhibit Plat

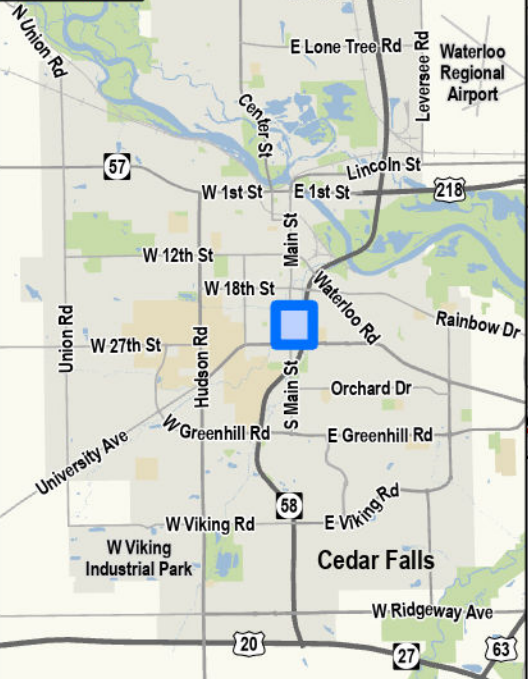
Cedar Falls Planning and Zoning

March 27, 2024

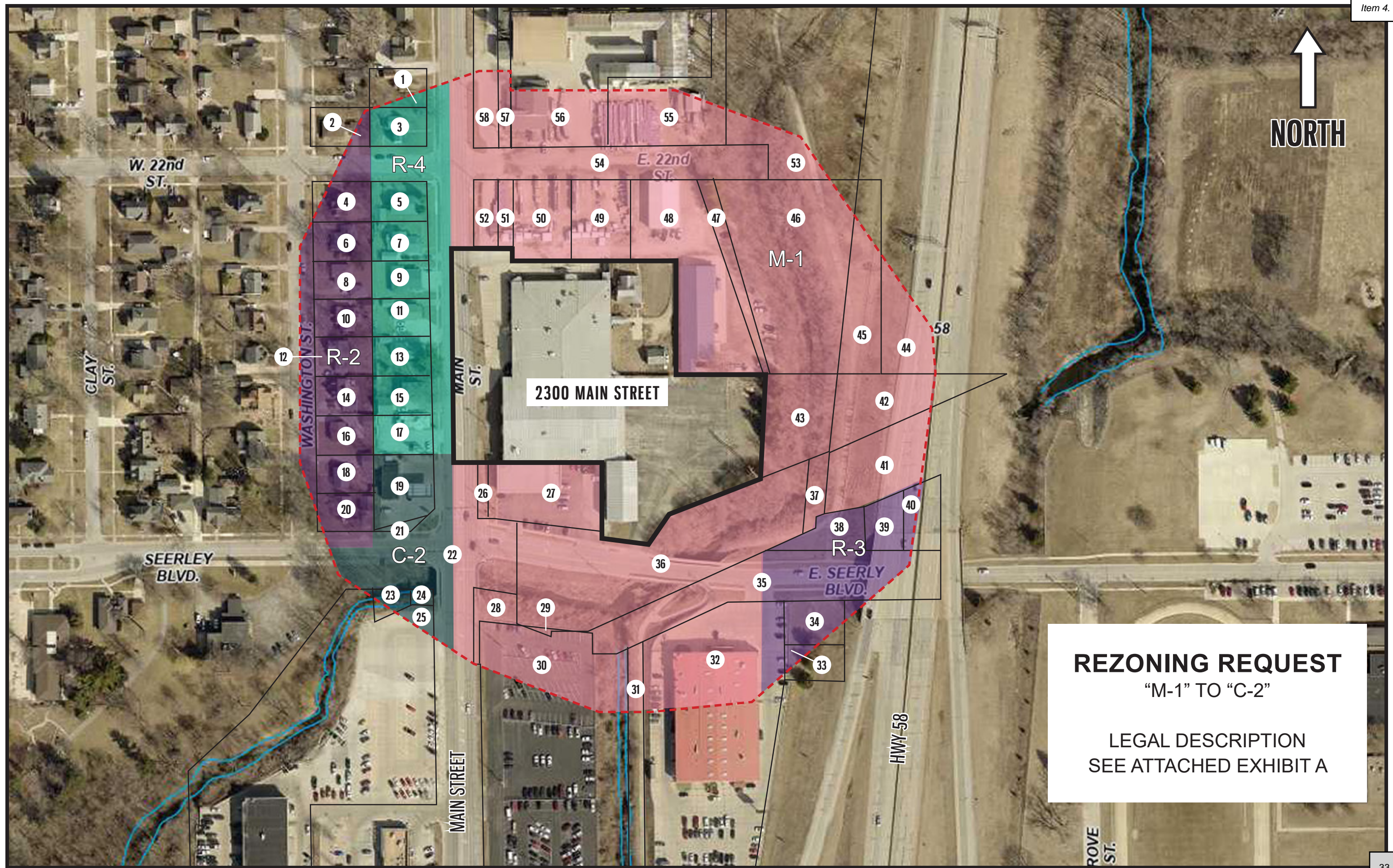
Item 4.



Location Map



Rezoning request from M-1 to C-2
2300, 2216 Main St. & 127 E. 23rd St.
(RZ24-001)



1

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57

56

55

W. 22nd ST.

R-4

54

E. 22nd ST.

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M-1

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R-2

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C-2

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2300 MAIN STREET

WASHINGTON ST.

MAIN ST.

R-3

E. SEERLEY BLVD.

HWY 58

REZONING REQUEST

"M-1" TO "C-2"

LEGAL DESCRIPTION
SEE ATTACHED EXHIBIT A

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

ORDINANCE NO. 3059

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 3.8 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE M-1 LIGHT INDUSTRIAL DISTRICT AND ADDING IT TO THE C-2 COMMERCIAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 3.8 acres of property from M-1 Light Industrial District to C-2 Commercial District, more specifically described below; and

WHEREAS, said C-2 Commercial District allows for community commercial that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; 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 public services are available to support development according to the C-2 Commercial District; 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 is incorporated into and made a part of said Ordinance by reference; and

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 following described real estate, be and the same is hereby removed from the M-1 Light Industrial District and added to the C-2 Commercial District:

Legal Description

Parcel "F" of Plat of Survey attached to Quit Claim Deed 570 LD 762 of part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

AND

That part of the West Half of the SE ¼ of Section 13, Township 89 North, Range 14 West of the 5th P.M., bounded and described as follows:

Commencing at the point of intersection of the Easterly extension of the center line of 22nd Street and a point distant 50 feet Easterly measured at right angles from the center line of the main track of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 13; thence Southerly parallel with said original main track center line a distance of 147 feet, more or less to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street, said point being the point of beginning of the parcel of land herein described; thence continuing Southerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 514.25 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Westerly parallel with said Easterly extension of the center line of 22nd Street a distance of 75 feet, more or less to a point distant 25 feet Westerly measured at right angles, from said original main track center line: thence Northerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Easterly parallel with said center line of 22nd Street, extended, a distance of 75 feet, more or less, to the point of beginning, except that part conveyed for right-of-way to City of Cedar Falls in Doc. #2007-01064.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the intersection of the South line of the Northwest Quarter of the Southeast Quarter of said Section 13 with the East line of the Chicago, Great Western Railroad right-of-way; thence East along the said South line of the Northwest Quarter of the Southeast Quarter, 160 feet; thence North along a line that is parallel with the East line of the Chicago, Great Western Railroad right-of-way, 200 feet; thence West along a line that is parallel with the said South line of the Northwest Quarter of the Southeast Quarter, to the East line of the Chicago, Great Western Railroad right-of-way; thence South along the East line of the Chicago, Great Western Railroad right-of-way, to the place of beginning.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M. Black Hawk County, described as follows:

Beginning at the point of intersection of the East line of the Chicago, Great Western Railroad right-of-way with the North line of said Southwest Quarter of the Southeast Quarter; thence South along the East line of the right-of-way, 145 feet: thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, 150 feet; thence South parallel with the East line of said right-of-way, 100 feet; thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, to a point 364.6 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence deflect left 22034' , 639.5 feet, to the North line of said Southwest Quarter of the Southeast Quarter; thence West along said North line, 851.7 feet to the point of

beginning. except that part condemned for the use of State of Iowa and City of Cedar Falls, Iowa in 620 LD 778.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the C-2, Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____ June 3, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: May 20, 2024
SUBJECT: Right-of-Way Vacation Request – Longview Street to Cedar Street Alley

REQUEST: Alley Right-of-Way (ROW) Vacation for a portion of alley between Longview St and Cedar Street (VAC24-001)

PETITIONER: Arthur Hesse

LOCATION: 1,799 sq. ft. of public right-of-way located West of Pine Street, East of Longview Court between Longview Street and Cedar Street.

PROPOSAL

Arthur Hesse requests to vacant the alley that abuts his property at 1307 Longview Street. The undeveloped alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. The parcel is within the R-2 Zoning District. The proposed vacation will allow Arthur Hesse to own the land where his garage is located and establish a clear title.

BACKGROUND

This portion of the alley right-of-way was conveyed to Black Hawk County in 1940 by C.N. and Anna Bruhn with the recording of Bruhn’s Subdivision No. Two. The City annexed the property in 1971. However, based on old aerial photos, it appears that the alley ROW was never improved or used for access to the abutting properties. In 1993, the City received an application to vacated the portion of the alley that was abutting 2110 Pine Street. The City Council approved the vacation under Ordinance No. 2018. In 1997, Arthur Hesse submitted a building application to add a garage over the alley. Land use and building permits were issued by the City for the garage expansion. It is not clear why the City allowed the construction over the alley at that time.



ANALYSIS

Currently, the petitioner, Mr. Hesse, is using this public property for private use without compensation to the public. Vacating and conveying this property to Mr. Hesse for fair market value would resolve this issue. In addition, it will allow Mr. Hesse to sell his property with a clear title in the future. As required, Mr. Hesse has submitted a plat that legally describes the area to be vacated and an appraisal that indicates what a fair market price would be if the City Council were to decide to vacate and convey this land to a qualified buyer.

In considering a right-of-way vacation, the following factors were analyzed:

- 1. Is the right-of-way needed for public use?
The city has no use for the alley. There are no known public utilities within the unimproved alley. The area to be vacated is not needed for transportation or access.
- 2. Is the right-of-way needed for access to private property?
Vacating this portion of the right-of-way will not impact any future anticipated access to the surrounding property owners. The alley has never been improved to allow vehicular access, nor does the City have any plans to improve the alley right-of-way, since the properties in this block all have direct driveway access from the surrounding local streets.
- 3. Are there any utilities within the right-of-way that will need to be retained?
The City of Cedar Falls and CFU do not have utilities located within the alley. As part of the vacation process, the city will send certified letters to all utility providers to verify that there are no known private utilities in the alley. If any are found, easements may need to be established or the utilities moved prior to any conveyance of the property.

TECHNICAL COMMENTS

The City’s Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of the proposed right-of-way vacation.

PLANNING & ZONING COMMISSION

Discussion 4/24/2024	The first item of business was a street vacation for a portion of alley between Longview Street and Cedar Street. Chair Hartley introduced the item and Ms. Pezley provided background information. She explained that the applicant proposes to vacate a portion of an alley that abuts his property. She discussed the three criteria that need to be met for a vacation and noted that all have been met. Staff recommends approval of the vacation.
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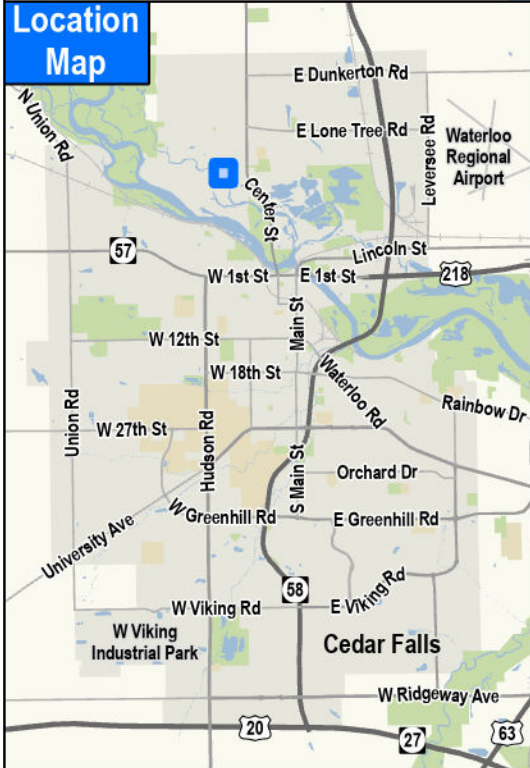
The petitioner stated that he has spoken to the neighbors and has filled out the appropriate paperwork.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Hartley, Henderson, Johnson, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Right of Way Vacation Exhibit

Cedar Falls Planning and Zoning April 24, 2024

Item 5.



Alley Vacation for 1307 Longview St. (VAC24-001)

For County Recorder's use.

INDEX LEGEND

General Description: Part of NE 1/4 of Sec. 02-T89N-R14W, Cedar Falls
 Surveyor: David L. Scheil (#16775)
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
 2705 University Avenue (P.O. Box 898)
 Waterloo, Iowa 50704
 (319)235-6294
 Survey Requested By: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

PLAT OF SURVEY

SHEET 1 OF 2

Parcel "B"
 Part of NE 1/4 of Sec. 02-T89N-R14W,
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

LEGAL DESCRIPTION Parcel "B"

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision;
 thence N01°24'46"W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision;
 thence N01°24'46"W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot Fifty-three (53);
 thence S89°13'49"W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty-three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office;
 thence S01°24'46"E One Hundred Nineteen and Ninety-three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty-four (54);
 thence N89°11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of Lot 54 assigned a bearing of N01°24'46"W as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls) _____ Date _____
 Zoning Ordinance Administrator

CES FILE NO. 2837

SMC
 FIELD BOOK 764-20

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Date of Survey, February 7, 2024

Signature: _____
 David L. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

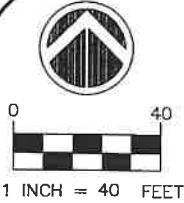
Pages or Sheets Covered by this Seat: 2

My license renewal date is December 31, 2024

PLAT OF SURVEY

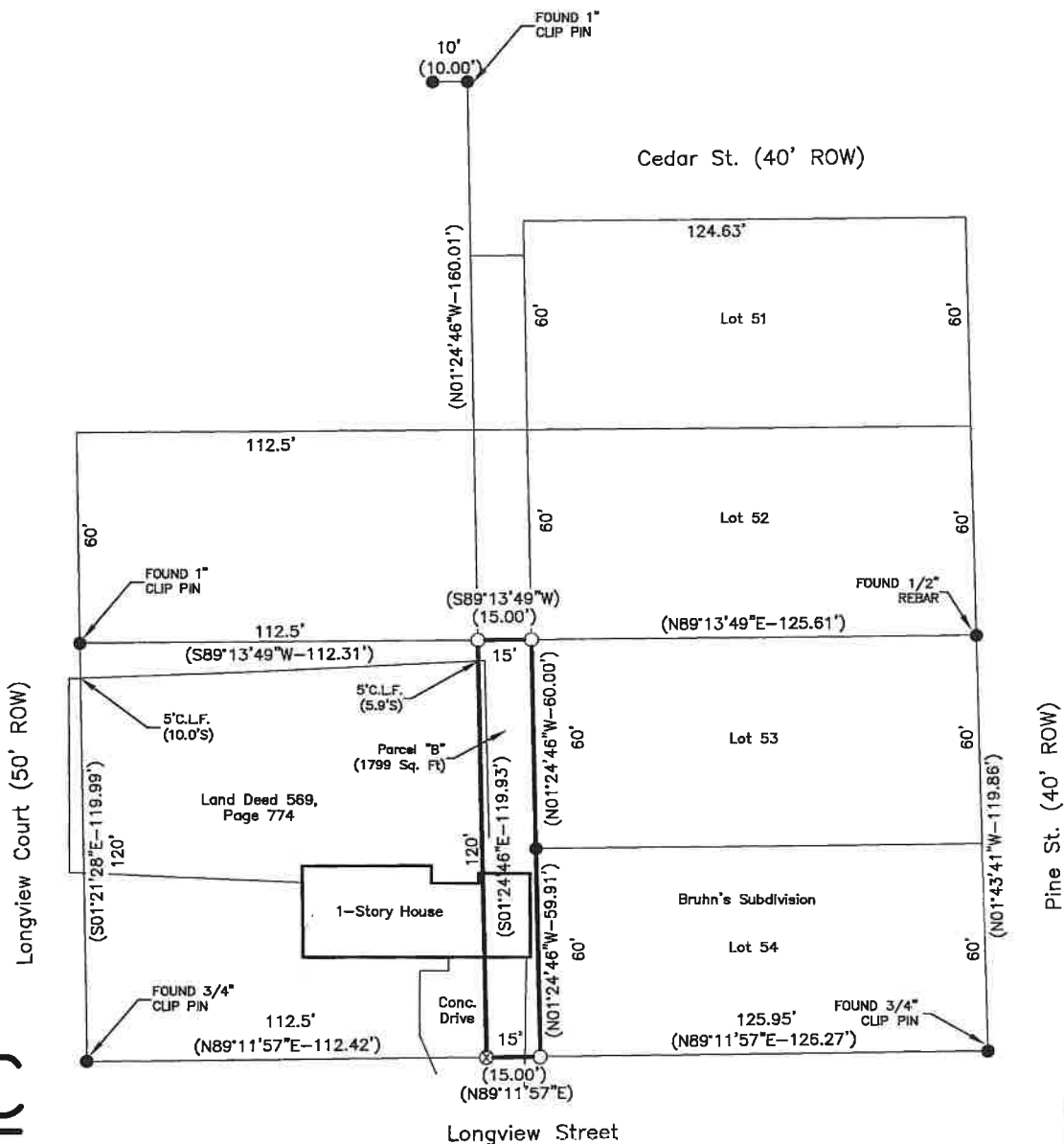
SHEET 2 OF 2

Parcel "B"
Part of NE 1/4 of Sec. 02-T89N-R14W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Arthur J. Hesse
Proprietor: Arthur J. Hesse



SURVEY LEGEND:

- DENOTES FOUND PIN & ORANGE CAP #6505 (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- ⊗ DENOTES SET "X" CUT IN CONCRETE
- 000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION



Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. 3060

**AN ORDINANCE VACATING A PORTION OF
ALLEY RIGHT-OF-WAY BETWEEN LONGVIEW STREET AND CEDAR STREET, IN THE
CITY OF CEDAR FALLS, IOWA (VAC24-001)**

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 1,799 square feet of public alley right-of-way located between Longview Street and Cedar Street near the intersection of Longview Street and Longview Court; and

WHEREAS, the Commission has determined that there the alley is not needed in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa:

SECTION 1. A portion of the public alley right-of-way located between Longview Street and Cedar Street, hereinafter described, is hereby vacated:

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (14W), OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, BRUHN'S SUBDIVISION; THENCE N01°24'46"W 59.91 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF LOT 53, SAID SUBDIVISION; THENCE N01°24'46"W 60 FEET ALONG THE WEST LINE OF

SAID LOT 53 TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE S89°13'49"W 15 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 53 TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN LAND DEED 569, PAGE 774 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE. THENCE S01°24'46"E 119.93 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 54; THENCE N89°11'57"E 15 FEET ALONG SAID WESTERLY EXTENSION TO THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____ June 3, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 20, 2024
SUBJECT: Amendment to Code of Ordinances Sec. 1-8

Please find attached proposed amendment to Code of Ordinances Sec. 1-8. The simple misdemeanor fines were adjusted to conform with the Code of Iowa.

This amendment requires a public hearing due to reference to the Code of Iowa. That is why this amendment is being proposed separately.

Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$~~105.00~~~~65.00~~, but not in excess of \$~~855.00~~~~625.00~~, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3061

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$105.00, but not in excess of \$855.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____ June 3, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 20, 2024
SUBJECT: Ordinance changes

Please find attached several proposed ordinance amendments. This is the first group you will see over the next few months beginning with the Council meeting on 5/20/2024.

Most of the changes are cleanup, meaning that they are necessary to correct names of departments, correct cross-references, reflect current practice or to comply with changes in State law. In the first group the changes can be summarized as follows:

- Sec. 1-8: To conform to State law changes in the penalties for simple misdemeanors.
- Sec. 2-6: To reflect current practice of bills and claims being presented at regular Council meetings for approval and not the Administration Committee; and also to eliminate procedures required by a State law that was repealed long ago.
- Sec. 5-67: To correct an incorrect Code of Ordinances cross reference.
- Sec. 17-246: Same.
- Sec. 10-2: To correct an incorrect reference to the municipal operations and programs department that no longer exists.
- Sec. 16-11: To correct an ordinance that was found unconstitutional without an intent element.
- Sec. 18-23: To correct the required publication dates for changes to the Comprehensive Plan.
- Sec. 23-187: To conform to State law changes in passing requirements.

Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. ApprovalFiling of bills and claims against city.

(a) All bills and claims against the city must first be endorsed by ~~the a majority of the committee in whose~~ department or under whose supervision the service, labor, materials or obligations were furnished or contracted, ~~and must be filed with the city clerk by 1:00 p.m. on the Tuesday preceding the meeting of the council at which the claim is presented for allowance.~~

(b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

~~(c) All bills and claims presented for allowance must be accompanied by a verified statement by the person claiming allowance thereof, stating that the accompanying bill is correct and a reasonable charge for the services, labor and materials furnished or the obligations contracted, and not greater than he would charge an individual in such case. The city clerk shall administer oaths in such case without charge.~~

~~(d) The provisions of subsection (c) of this section shall not apply in cases of bills for fixed salaries or for fixed charges previously determined for work done or materials furnished, but the amount of work done or material furnished where the work is not routine work, or is a matter of estimate, shall be sworn to in the same manner as required in this section in respect to the amount of bills. The certificate of a majority of the administration committee or the officer under whose supervision such service, labor, materials or obligations were furnished or contracted may be accepted by the council in lieu of the verified statement referred to in subsection (c) of this section.~~

(Code 2017, § 2-6)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3062

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. Approval of bills and claims against city.

- (a) All bills and claims against the city must first be endorsed by the department or under whose supervision the service, labor, materials or obligations were furnished or contracted.
- (b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

(Code 2017, § 2-6)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____ June 3, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section ~~19-9416-132~~ for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-~~56~~(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-~~56~~(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.
- (10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service

area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

- (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-478.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3063

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94 for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-5(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-5(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.

(10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

(1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-47.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____ June 3, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

Sec. 10-2. Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of ~~public works~~~~municipal operations and programs~~ may determine whether or not proper sanitary conditions are being maintained and, at ~~the director's~~~~his~~ discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3064

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

Sec. 10-2. Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of public works may determine whether or not proper sanitary conditions are being maintained and, at the director's discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____ June 3, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
 - (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3065

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
- (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____ June 3, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

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

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~fourteen~~ and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3066

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

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

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than four and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____ June 3, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

Sec. 23-187. General passing.

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules stated in this division:

- (1) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle ~~on audible signal~~ and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.
- ~~(3) Any driver of a vehicle that is overtaken by a faster moving vehicle who fails to heed the signal of the overtaking vehicle when it is given under such circumstances that he could, by the exercise of ordinary care and observation and precaution, hear such signal, and who fails to yield that part of the traveled way as provided in this section, shall be guilty of a misdemeanor.~~
- ~~(4) Upon proof that a signal was given as contemplated by subsection (3) of this section, the burden shall rest upon the accused to prove that he did not hear the signal.~~

(Code 2017, § 26-146)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3067

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

Sec. 23-187. General passing.

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules stated in this division:

- (1) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

(Code 2017, § 26-146)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____ June 3, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney, and Mark Howard, Chief of Police
DATE: May 22, 2024
SUBJECT: Amendments to Chapter 6 of the Code of Ordinances

Mayor and Council might recall that the City is no longer contracting with the City of Waterloo for animal control services, and instead this service is being handled by City personnel. This change has prompted a review of relevant City ordinances and now to recommend some changes to the City Code to better provide these services. Attached are the proposed amendments. To briefly summarize:

Section 6-53: The City is instituting a micro-chipping program for stray animals, and the recommended change to this ordinance contemplates identification by way of such a device for purposes of notification of an owner of an impounded animal.

Section 6-54: This entire Section of the Code is being revised to provide clarity in the redemption process and to impose additional conditions of redemption of impounded animals such as payment of a fee schedule approved boarding fee, a redemption fee, and registration and micro-chipping of the animal. The requirement to license and vaccinate the animal contained in the current ordinance is retained.

Section 6-58: These changes are for clarification purposes. For example, there is no subsection (a)(3) in the ordinance so that reference is removed.

Section 6-134: Subsection (a)(2)(g) is proposed to be amended to require micro-chipping of impounded dangerous animals.

Section 6-135: Requires the payment of boarding fees and the posting of a bond if a dangerous animal determination is appealed. Experience has shown that these costs are not paid by the owner after an appeal, leaving the City responsible for payment due to its contract with the Humane Society.

Approval of these changes is recommended. For any questions of a substantive nature, please feel free to contact Chief Howard.

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE, OF DIVISION 1, GENERALLY, TO ALLOW FOR DETERMINING OWNER INFORMATION BY ACCESSING TAGS AS WELL AS ADDING CLARIFYING TERMS; AND **2)** AMENDING SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS, OF DIVISION 1, GENERALLY, TO ESTABLISH NEW PROCEDURES FOR REDEMPTION OF IMPOUNDED ANIMALS, INCLUDING A REQUIREMENT THAT SUCH ANIMALS BE MICRO-CHIPPED; AND **3)** AMENDING SUBSECTION (b), EXCEPTIONS, OF SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE, OF DIVISION 1, GENERALLY, TO CLARIFY TERMS; AND **4)** AMENDING UNTITLED SUBSECTION (a)(2)(g) OF SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS, OF DIVISION 3, DANGEROUS ANIMALS, TO ADD MICROCHIPPING AS A CONDITION OF RELEASE OF A DANGEROUS ANIMAL; AND **5)** AMENDING SUBSECTION (a), NOTIFICATION OF OWNER; APPEAL PROCEDURE, OF SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL, OF DIVISION 3, DANGEROUS ANIMALS, TO REQUIRE THE POSTING OF A BOND IN THE EVENT OF APPEAL, ALL OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, is enacted in lieu thereof, as follows:

Sec. 6-53. Impoundment of dogs, cats or poultry running at-large.

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. ~~is known. The impounding agency shall also post notice of the impounded dog, cat or poultry on its website, if such owner is known. Such written notice shall be posted within 2 days after the animal has been impounded. If an impounded the owner does not redeem the~~ dog, cat or poultry is not timely redeemed by the owner as provided in section 6-542, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with the law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 2. Section 6-54, Redemption of Impounded Animals, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-54, Redemption of Impounded Animals, is enacted in lieu thereof, as follows:

Sec. 6-54. Redemption of impounded animals.

~~Any unlicensed dog, cat or poultry or any other animal restrained or impounded in accordance with provisions of this article shall be held for a period of five days if there is no known owner. Any dog, cat or poultry restrained or impounded that is licensed or wearing a rabies tag will be held for a period of seven days. Litters of puppies and kittens may only be held for 24 hours. At the end of the five or seven day period, the owner of the dog, cat, poultry or other animal may redeem the animal by obtaining the required license and/or rabies vaccination if required, and by paying the cost of impoundment, which shall include a pickup fee and a daily boarding fee. The cost of impoundment paid to the impounding agency shall be retained by the impounding agency. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.~~

~~(a) *Holding of restrained or impounded animals.* Any dog, cat or poultry restrained or impounded in accordance with the provisions of this article will be held for a period of seven days after delivery of notice to the owner as provided in sec. 6-53, or for a period of three days for any dog, cat or poultry whose owner cannot be reasonably determined as provided in sec. 6-53. Litters of puppies and kittens may be held for only 24 hours. The period of restraint or impoundment may be extended if required by the local health board.~~

~~(b) *Redemption of impounded or restrained animals.* The owner of a dog, cat, poultry, or other animal that is restrained or impounded may redeem the animal only if the owner complies with the following within the holding period set forth in this section:~~

~~(1) Pay to the boarding agency any accrued boarding fees which shall be established by the city council by resolution from time to time.~~

~~(2) Pay to the impounding agency a redemption fee which shall be established by the city council by resolution from time to time.~~

~~(3) If the animal is unlicensed as required in this article, obtain a license along with any required vaccinations, at the owner's cost.~~

~~(4) If the animal is a dog or cat, register the dog or cat with the boarding agency and allow the boarding agency or designee to affix to the dog or cat a permanent microchip implant that includes the registration number and other identification information as determined by the boarding agency. Only if a microchip implant is impractical or would endanger the life or health of the dog or cat as determined by a licensed veterinarian will an alternate form of permanent identification be allowed. Such permanent identification shall be at the owner's cost. No person shall remove or alter such permanent identification once it is affixed.~~

~~(c) The impoundment and redemption provisions of this section do not apply to animals impounded under division 3 of this article.~~

(Ord. No. 2984, § 2, 3-1-2021)

Section 3. Subsection (b), Exceptions, of Section 6-58, Permitting Dog, Cat or Poultry to Run At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (b), Exceptions, of Section 6-58 is enacted in lieu thereof, as follows:

Sec. 6-58. Permitting dog, cat or poultry to run at-large.

[unchanged provisions omitted]

- (b) *Exceptions.* The foregoing subsections (a)(2) ~~and (a)(3)~~ of this section shall not apply to service dogs or assistive animals used by ~~disabledhandicapped~~ persons.

[unchanged provisions omitted]

Section 4. Untitled Subsection (a)(2)(g), of Section 6-134, Disposition of Impounded Animals, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (a)(2)(g) of Section 6-134 is enacted in lieu thereof, as follows:

Sec. 6-134. Disposition of impounded animals.

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:

[unchanged provisions omitted]

- g. Requiring the owner to ~~register~~~~tattoo~~ the dangerous animal and allow a permanent microchip implant to be affixed to the dangerous animal that includes the registration number and other identification information as determined by the chief of police. Only if a microchip implant is impractical or would endanger the life or health of the dangerous animal as determined by a licensed veterinarian will an alternate form of permanent identification be allowed, such as tattooing to provide permanent identification of the animal. Permanent identification in this manner may be required as a condition of release of the dangerous animal to its owner regardless of the outcome of any appeal.

[unchanged provisions omitted]

Section 5. Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135, Notice of Destruction of Animal; Appeal, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135 is enacted in lieu thereof, as follows:

Sec. 6-135. Notice of destruction of animal; appeal.

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.

(3) No appeal may be filed until all boarding costs incurred to date have been paid by the owner, and a cash bond or a bond issued by a surety approved by the city is filed with the city clerk in the penal sum of \$1000.00 which is the estimated cost of boarding that will be incurred during the pendency of the appeal.

(43) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.

(54) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.

(65) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE, OF DIVISION 1, GENERALLY, TO ALLOW FOR DETERMINING OWNER INFORMATION BY ACCESSING TAGS AS WELL AS ADDING CLARIFYING TERMS; AND **2)** AMENDING SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS, OF DIVISION 1, GENERALLY, TO ESTABLISH NEW PROCEDURES FOR REDEMPTION OF IMPOUNDED ANIMALS, INCLUDING A REQUIREMENT THAT SUCH ANIMALS BE MICRO-CHIPPED; AND **3)** AMENDING SUBSECTION (b), EXCEPTIONS, OF SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE, OF DIVISION 1, GENERALLY, TO CLARIFY TERMS; AND **4)** AMENDING UNTITLED SUBSECTION (a)(2)(g) OF SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS, OF DIVISION 3, DANGEROUS ANIMALS, TO ADD MICROCHIPPING AS A CONDITION OF RELEASE OF A DANGEROUS ANIMAL; AND **5)** AMENDING SUBSECTION (a), NOTIFICATION OF OWNER; APPEAL PROCEDURE, OF SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL, OF DIVISION 3, DANGEROUS ANIMALS, TO REQUIRE THE POSTING OF A BOND IN THE EVENT OF APPEAL, ALL OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, is enacted in lieu thereof, as follows:

Sec. 6-53. Impoundment of dogs, cats or poultry running at-large.

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Such written notice shall be posted within 2 days after the animal has been impounded. If an impounded dog, cat or poultry is not timely redeemed by the owner as provided in section 6-54, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with the law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 2. Section 6-54, Redemption of Impounded Animals, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-54, Redemption of Impounded Animals, is enacted in lieu thereof, as follows:

Sec. 6-54. Redemption of impounded animals.

- (a) *Holding of restrained or impounded animals.* Any dog, cat or poultry restrained or impounded in accordance with the provisions of this article will be held for a period of seven days after delivery of notice to the owner as provided in sec. 6-53, or for a period of three days for any dog, cat or poultry whose owner cannot be reasonably determined as provided in sec. 6-53. Litters of puppies and kittens may be held for only 24 hours. The period of restraint or impoundment may be extended if required by the local health board.
- (b) *Redemption of impounded or restrained animals.* The owner of a dog, cat, poultry, or other animal that is restrained or impounded may redeem the animal only if the owner complies with the following within the holding period set forth in this section:
- (1) Pay to the boarding agency any accrued boarding fees which shall be established by the city council by resolution from time to time.
 - (2) Pay to the impounding agency a redemption fee which shall be established by the city council by resolution from time to time.
 - (3) If the animal is unlicensed as required in this article, obtain a license along with any required vaccinations, at the owner's cost.
 - (4) If the animal is a dog or cat, register the dog or cat with the boarding agency and allow the boarding agency or designee to affix to the dog or cat a permanent microchip implant that includes the registration number and other identification information as determined by the boarding agency. Only if a microchip implant is impractical or would endanger the life or health of the dog or cat as determined by a licensed veterinarian will an alternate form of permanent identification be allowed. Such permanent identification shall be at the owner's cost. No person shall remove or alter such permanent identification once it is affixed.
- (c) The impoundment and redemption provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 3. Subsection (b), Exceptions, of Section 6-58, Permitting Dog, Cat or Poultry to Run At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (b), Exceptions, of Section 6-58 is enacted in lieu thereof, as follows:

Sec. 6-58. Permitting dog, cat or poultry to run at-large.

[unchanged provisions omitted]

- (b) *Exceptions.* The foregoing subsection (a)(2) of this section shall not apply to service dogs or assistive animals used by disabled persons.

[unchanged provisions omitted]

Section 4. Untitled Subsection (a)(2)(g), of Section 6-134, Disposition of Impounded Animals, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (a)(2)(g) of Section 6-134 is enacted in lieu thereof, as follows:

Sec. 6-134. Disposition of impounded animals.

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:

[unchanged provisions omitted]

- g. Requiring the owner to register the dangerous animal and allow a permanent microchip implant to be affixed to the dangerous animal that includes the registration number and other identification information as determined by the chief of police. Only if a microchip implant is impractical or would endanger the life or health of the dangerous animal as determined by a licensed veterinarian will an alternate form of permanent identification be allowed, such as tattooing. Permanent identification in this manner may be required as a condition of release of the dangerous animal to its owner regardless of the outcome of any appeal.

[unchanged provisions omitted]

Section 5. Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135, Notice of Destruction of Animal; Appeal, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135 is enacted in lieu thereof, as follows:

Sec. 6-135. Notice of destruction of animal; appeal.

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.
 - (3) No appeal may be filed until all boarding costs incurred to date have been paid by the owner, and a cash bond or a bond issued by a surety approved by the city is filed with the city clerk in the penal sum of \$1000.00 which is the estimated cost of boarding that will be incurred during the pendency of the appeal.
 - (4) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.
 - (5) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.
 - (6) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or

claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.

[unchanged provisions omitted]

INTRODUCED: _____ June 3, 2024 _____

PASSED 1ST CONSIDERATION: _____ June 3, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY COUNCIL WORK SESSION

Cedar Falls City Hall Conference Room 2

June 3, 2024

The City Council held a work session at City Hall at 5:29 p.m. on Monday, June 3, 2024, with the following persons in attendance: Mayor Danny Laudick; Council Members Chris Latta, Aaron Hawbaker, Dustin Ganfield, Hanna Crisman, Gil Schultz, and Kelly Dunn. Staff members attended from all City Departments and members of the community attended in person.

Mayor Laudick introduced the only item on the agenda, Residential Incentives & Draft Policy by Economic Development Coordinator, Shane Graham. Graham gave an overview of housing needs that included tax increment financing (TIF) and residential development, urban revitalization area (URA), and the housing trust fund. Graham reviewed maximum tax exemptions and the current College Hill URA Boundary that was adopted in 2012. Graham mentioned the Cedar Falls Housing Trust Fund Housing Assistance Plan has been drafted and is in the process of being approved by the State. The plans priorities include affordable rental housing expansion, homeownership accessibility, supportive housing for vulnerable populations, sustainable development and rehabilitation, community revitalization and development and emergency housing assistance. Graham suggested the City Council consider creating a TIF incentive program for residential housing developments and create additional Urban Revitalization Areas where infill development is needed without the need for public improvements. Members of the community discussed marketing/education of URA program, consideration of extending College Hill URA boundaries, and Self-Supported Municipal Improvement District (SSMID). Councilmembers discussed the Housing Trust Fund Board, creation of a TIF incentive program, quality of life, the Parks Master Plan timeline, subdivision code update, new development of homes and investing in current home, industry standards, short-term solutions, developer incentives, rebates, taxable value, prices of lots in Cedar Falls, promoting/marketing of URA program (website, brochures, Currents, etc.) and clarification between TIF and URA. The council gave support to review Tax Increment Financing, Urban Revitalization and current assessed value of housing.

Meeting adjourned at 6:24 p.m.

Minutes by Shianne Bellinger, Administrative Assistant

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

June 4, 2024

The meeting of the Committee of the Whole met at City Hall at 6:34 p.m. on June 4, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, Kelly Dunn, and Gil Schultz. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Grow Cedar Valley Update. Opening remarks by David Wilson, Vice Chair of Grow Cedar Valley. Director of Workforce and Talent, Stephanie Detweiler gave an overview on workforce and talent efforts that included wage surveys, HR listening sessions, Cedar Valley intern connect program, Cedar Valley Manufacturing Association (CVMA) and a talent attraction pilot program. Director of Communications, Nicole Sallis shared the communication and marketing developments that include an influencer campaign, digital efforts and online presence, and a collaboration with Community Main Street. Vice President of Economic Development, Lisa Skubal stated the economic development initiatives being virtual and in person prospect meetings, Industrial Park lot updates and advertising, and growth of existing businesses. Katy Susong, CEO, shared her excitement for the future and Grow Cedar Valley's Strategic Plan pillars. Council members discussed tracking retention of college students' post-graduation, current ranks for healthcare and elderly care, average age of Iowa, retirement risk, and Center for Advanced Professional Studies Network (CAPs).

Meeting adjourned at 7:05 p.m.

Minutes by Shianne Bellinger, Administrative Assistant




MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

Item 16.

TO: City Council
FROM: Mayor Danny Laudick 
DATE: June 17, 2024
SUBJECT: Appointment of Human Rights Commissioners
REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following for appointment to the Human Rights Commission:

- Crystal Waltz – Term ends 7/1/2027 (appointment)
- Tyler Ingham – Term ends 7/1/2027 (re-appointment)
- Madeleine Seymour – Term ends 7/1/2027 (re-appointment)

2. Please contact me with any questions about these appointments.

Encl: (1) General Application & Candidate Questionnaire for Waltz

xc: City Administrator
Director, Finance and Business Operations
Staff Liaison

###

General Application for Appointment to City Boards & Commissions

This application is a public document and is available to be viewed, reproduced, or distributed to the public, other than information the City Deems to be confidential

First Name *	MI	Last Name *	
Crystal	J	Waltz	
Home Address: *		Home Phone: *	
		Format ###-###-####	
Work Address:		Work Phone	
		Format ###-###-####	
E-mail *		Cell Phone	
		Format ###-###-####	
Employer		Position/Occupation	
Waterloo Schools		Elementary Music Teacher	
Length of Residency:		City Ward	
If Cedar Falls resident			
28 years		Cedar Falls	

Desired Nominations: *

Check or fill in boxes for all that apply. View detail description of process at <https://bit.ly/cf-boards>

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Art and Culture Board | <input type="checkbox"/> Board of Rental Housing Appeals | <input checked="" type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Bicycle & Pedestrian Commission | <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Community Center & Senior Services Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Health Trust Fund Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Board of Electric Examiners & Appeals | <input type="checkbox"/> Historic Preservation Commission | <input type="checkbox"/> Utilities Board of Trustees |
| <input type="checkbox"/> Board of Mechanical Examiners & Appeals | <input type="checkbox"/> Housing Commission | <input type="checkbox"/> Visitors & Tourism Board |
| <input type="checkbox"/> Board of Plumbing Examiners & Appeals | | |

Community Involvement: *

Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable)

I am currently the president of the board for "The Space 109" and am helping to raise funds for the restoration of the building and continuation of the non-profit. I have been involved with "The Space 109" non profit art gallery and community center for about 10 years. I have been a music teacher in the area for as long as I've been living in Cedar Falls and have also been a guest teacher at Camp Musicmania for about 10 years. I have been very actively involved in both the Waterloo and Cedar Falls community theatres.

Qualifications: *

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

I have served on the board for the Waterloo Community Playhouse in the past and am currently the president of the board for "The Space 109" for which I am also serving as the treasurer.

Motivation:*

Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I would like to serve on the human rights commission because I am very interested in equal rights for everyone. I am passionate about everyone being treated fairly no matter what their race, culture, or religion is. In particular, as a pagan, my interest in freedom of religion is very strong. As a patron of the arts in this area and my involvement with "The Space 109" non profit art gallery and community center, serving on the arts and culture commission would also be interesting.

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.

Other than being a member of "The Satanic Temple" (which is non theistic....I do not worship satan as I do not believe that entity exists), I can't think of any other conflicts of interest.

HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE



Name: Crystal Waltz

Date: 04/14/24

Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at the Public Safety Center? Yes No

1. **Why are human rights and civil rights laws and regulations necessary?** These laws are necessary to insure that all citizens are being treated fairly and equally regardless of sexual orientation, gender, gender orientation, race, culture or religion.

2. **What unique contributions or perspective can you bring to the Human Rights Commission?** I believe my strengths and interests lie primarily in religious freedoms. This includes freedom FROM religion as well as freedom OF religion. Being a pagan, I have been among the minority of religious identities in this community and have experienced some negative reactions because of it. I also believe it is very important that we do not allow religion to influence how we govern. It is extremely important to keep religion and state separate from one another. Feeling free to practice one’s religion, as long as it does no harm to others, is an important factor for many people to feel safe in our community.

3. **What experience do you have with diverse community groups and diversity/inclusion education?** I have been a music educator for more than 30 years, most of those years being in Waterloo. In Waterloo I have a very diverse student population. Many of those students speak English as a second language. As a music educator, I do my best to research and incorporate some elements of all the cultures my students represent when possible. A few years ago, I attended the Women of Faith presentation panel at the Cedar Falls Library. There were also members of a Baptist church from Hudson there who were trying to make the point that these women could not possibly be friends or get along with each other because of the differences in their faiths. I defended these women, especially the woman who was representing the Muslim community. That woman invited my daughters and me to partake in their

Iftar. It was very interesting and we learned so much about the Muslim faith. I believe education is important to understanding that which one might be fearful of.

4. **What suggestions/ideas would you offer to improve advocacy, education, and outreach efforts of the Human Rights Commission?** I have attended one HRC meeting. I was somewhat disappointed during this meeting that some members of the commission seemed rather closed minded about what was being discussed. As a member of the HRC, I believe it is important to provide the education and advocacy to our community in addition to modeling that advocacy in our own actions. I am strong believe that making a change in our country or even our world starts in my own community.

5. **What resources and activities would you employ to be an informed Human Rights Commissioner?** As an educator, I believe I have a lot of access to educational materials regarding different cultures. Knowing that so many of our citizens come from such different backgrounds, I would encourage all members to research the many diverse cultures represented in our community.

6. **Why are you interested in serving on the Human Rights Commission?** I am interested in serving on the HRC because, as I stated before in the questionnaire, I do believe that in order to make positive change in the world, these changes have to start at the local level. I would love to be a part of that local change.

Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Danny Laudick

A handwritten signature in black ink, appearing to be 'D. Laudick', written over a horizontal line.

TO: City Council

DATE: June 17, 2024

SUBJECT: **Metropolitan Transit Board Re-Appointment Letter (CFD 9586)**

REF: (a) By-Laws of the Metropolitan Transit Authority of Black Hawk County (June 2017)

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby reappoint Stephanie Houk Sheetz to the Metropolitan Transit Authority Board of Trustees for a three-year term ending on 6/30/2027.
2. Houk Sheetz has had satisfactory attendance at the MET Transit monthly meetings and has been an active participant in discussions.
3. Please contact me with any additional questions about this board member or his reappointment.

xc: City Administrator
Director, Community Development

###

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

June 4, 2024

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

Mayor Laudick and City 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 Administrative Supervisor. Listed below are the top ranked candidates with the combined averaged test scores. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists and a maximum of ten candidates may be certified on a promotional list. Tied scores are presented in alphabetical order, as applicable.

Rank	Name	Combined Averaged Score
1	Beth Kirkevold	410
2	Jill Schares	379
3	Katie Terhune	365
4	Brenda Kinkade	357
5	Shianne Bellinger	352
5	Shawn Oldenburger	352
7	Michael Repp	319
8	Bryce Alesch	317
8	Becky Beerman	317
10	Penni Lilleskov	302

Respectfully Submitted,

Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk
Cc: Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

June 4, 2024

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

Mayor Laudick and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Dalton Hueber	312	43	355
2	Jordon Jacobson	326		326
3	Jessica Bradley	320		320
4	Aiden Yaklich	312		312

Respectfully Submitted,

Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Civil Service Records
Craig Berte, Director of Public Safety
Mark Howard, Assistant Director of Public Safety/Police Chief
John Zolondek, Assistant Director of Public Safety/Fire Chief
Tim Smith, Public Safety Supervisor- Administrative Captain



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-268-5126
www.cedarfalls.com

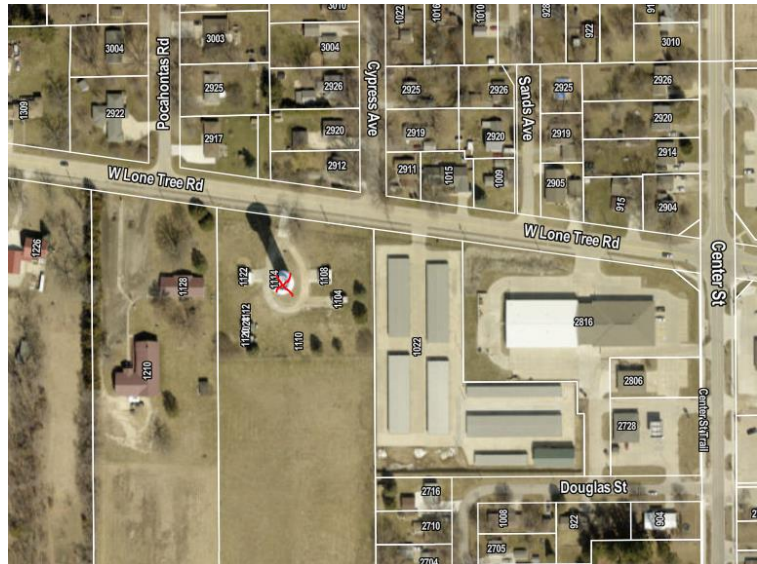
MEMORANDUM Administration Division

TO: Mayor Laudick and City Council
FROM: Chase Schrage, Director of Public Works
DATE: June 3, 2024
SUBJECT: CFU Request for Sunday Work – Lone Tree Road Water Tower

Cedar Falls Utilities is planning to recoat the water tower located at 1024 W. Lone Tree Road. The work includes sandblasting and then painting it. CFU is requesting a temporary exemption from City Ordinance Section 15-83 - *Prohibited noises generally*, subsection (b) (9) *Construction or repair of buildings, structures and streets during certain hours* to allow work to occur on Sunday. By ordinance, construction is permitted between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday. Short-term requests for exceptions can be permitted by the Director of Community Development or Director of Public Works, only for a period not to exceed three days or less while the emergency continues. However, this request is to allow Sunday work for up to ten weeks.

CFU has indicated the first part of the work will include sandblasting. This can be noisy and create nuisance dust, etc. This is a residential neighborhood, and the water tower is located close to several houses and therefore, CFU has notified the contractor that sandblasting will not be allowed on Sundays until 11am.

A similar request was made in 2023 for work on Terrace Drive. Staff does not recall receiving any concerns during that work.





May 29, 2024

SUBJECT: Sunday Work Hours

PROJECT: Recoating of the Lone Tree Road Water Tower.

Kim,

Cedar Falls Utilities (CFU) will be having the Lone Tree Road Water Tower located at 1024 W Lone Tree Road recoated beginning June 10th, 2024. The painting contractor that has been awarded the contract is from Texas. They have requested to work 7 days a week since they will have personnel in Cedar Falls for the duration of the project. They are required to complete the project within a 70-day window. They are estimating a 10 week timeline for the completion of their work with the scheduled work hours of 7 am to 6 pm.

We respectfully request a temporary exemption/variance from the City Ordinance allowing the contractor to work 7 days a week while they will be in town. They will be requested not to perform noisy work (sandblasting) on Sundays until after 11am.

I will be sending out letters to the surrounding residents letting them know of the upcoming work and the potential for noise in the area.

Sincerely,

Travis Schrage, P.E.
Cedar Falls Utilities
Gas and Water Planning Supervisor


DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

To: Mayor Laudick and City Council Members
From: Kim Kerr, City Clerk
Date: June 10, 2024
Re: Cigarette/Tobacco/Nicotine/Vapor Applications

Public Records has received applications for cigarette/tobacco/nicotine/vapor permits. We recommend approval of these permits.

Name of Applicants:

- a) B&B West – 3105 Hudson Road – renewal.
- b) Bani's – 2128 College Street – renewal.
- c) Buzz Smoke & Vapor – 2125 College Street, Suite A – renewal.
- d) Cloud 9 Glass & Novelty – 2125 College Street, Suite C – renewal.
- e) Dollar General #14412 – 2921 Center Street – renewal.
- f) Dollar General #21239 – 1922 Valley Park Drive – renewal.
- g) Fleet Farm Fuel – 108 West Ridgeway Avenue – renewal.
- h) Great Wall Chinese Restaurant – 2125 College Street, Suite D – renewal.
- i) Kwik Spirits #561 – 4116 University Avenue, Suite 104-105 – renewal.
- j) Kwik Star #490 – 7500 Nordic Drive – renewal.
- k) Kwik Star #726 – 2019 College Street – renewal.
- l) Kwik Star #934 – 4515 Coneflower Parkway – renewal.
- m) Mini Mart, 1420 West 1st Street – renewal.
- n) Pheasant Ridge Golf Course – 3205 West 12th Street – renewal.
- o) Posh Smoke and Vape – 6322 University Ave, Suite L – renewal.
- p) Prime Mart – 2728 Center Street – renewal.
- q) Prime Vapor and Tobacco – 2323 Main Street – renewal.
- r) Suds – 2223 ½ College Street – renewal.
- s) Thunder Ridge Ampride – 2425 Whitetail Drive – renewal.
- t) Walgreens #10557 – 2509 Whitetail Drive – renewal.



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 Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: June 10, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Dollar General Store, 2921 Center Street, Class B retail alcohol - renewal.
- b) King Star, 2228 Lincoln Street, Class B retail alcohol - renewal.
- c) Kwik Star, 2019 College Street, Class B retail alcohol - renewal.
- d) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - renewal.
- e) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
- f) Cindy Lou's BBQ, 6607 University Ave, Class C retail alcohol & outdoor service - renewal.
- g) George's Local, 108 E. 4th Street, Class C retail alcohol & outdoor service - renewal.
- h) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.
- i) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - change in ownership.



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 Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 3, 2024
SUBJECT: FY2025 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2024 and ending June 30, 2025 submitted for your approval. The resolution outlines in detail the FY2025 budget that was approved by the Council in April. For informational purposes, the FY2025 budgeted revenues are also attached. Starting a few years ago, there was a new requirement by the State of Iowa to include a detailed listing of all transfers in the budget. Therefore, to comply with this requirement, we have included that listing as part of the resolution again this year.

As stated above, this resolution simply takes the budget that was approved by the Council and outlines the detailed line items that departments will use throughout the fiscal year to allocate their resources to.

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

RESOLUTION NUMBER _____

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2024-2025.

WHEREAS, Section 24.3 Code of Iowa, 2023, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

WHEREAS, these estimates of income and expenses are declared to be necessary for the peace, health, and general welfare of the City of Cedar Falls, Iowa, now therefore;

BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that:

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2024 and ending June 30, 2025 is \$121,481,550.00 as follows, to-wit:

Other Receipts	\$ 63,779,320.00
Taxes	25,761,310.00
Transfers	<u>16,634,990.00</u>
Total estimated income	\$ 106,175,620.00
Use of Cash Carryover	<u>15,305,930.00</u>
Total estimated funds available	\$ 121,481,550.00

SECTION 2. That the estimated revenues from tax levies and all other sources be and the same are hereby appropriated, apportioned and set aside for the several funds for the payment of payrolls, bills and claims that may be properly and legally made.

SECTION 3. That an appropriation not necessary for the use for which it was appropriated may be used to defray expenditures for any other items in the fund to which it belongs.

SECTION 4. That the total estimated income of \$121,481,550.00 be appropriated for expenditures according to the several funds as follows, to-wit:

CODE NUMBER	DESCRIPTION	APPROPRIATION	
<u>GENERAL FUND</u>			
ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS:			
CITY COUNCIL			
<u>Personal Services</u>			
101-1168-441. 61-01	Salaries & Wages (Reg)	60,410.00	
64-05	Worker's Compensation Insurance	130.00	
65-01	F.I.C.A.	4,620.00	
66-01	I.P.E.R.S.	4,860.00	
<u>Services and Charges</u>			
101-1168-441. 82-01	Telephone	1,000.00	
83-05	Travel (Food/Mileage/Lodging)	5,900.00	
83-06	Education & Training	5,800.00	
TOTAL CITY COUNCIL:			82,720.00
MISCELLANEOUS			
101-1199-411. 32-62	Grants - Fire Ext./CPR Training	3,000.00	
32-70	Grants - Police Operations	50,000.00	
101-1199-421. 31-10	Grants - Cultural Services	30,000.00	
31-20	Grants - Library	25,000.00	
31-40	Grants - Parks & Recreation	20,000.00	
101-1199-431. 88-01	C.F. Disabled	38,810.00	
88-02	C.F. Elderly -RTC	25,850.00	
88-11	C.F. Met	367,480.00	
88-12	MET Capital Replacement	18,130.00	
88-19	MET Route 9	38,300.00	
101-1199-441. 88-20	Lobbyist	18,000.00	
88-23	CV Coalition	1,720.00	
88-59	Volunteer Center	2,500.00	
101-1199-441. 72-19	Official Printing	25,000.00	
81-01	Contract Services	7,000.00	
81-02	Audit	57,000.00	
81-03	Recording Fees	3,000.00	
81-11	City Election	0.00	
84-01	Liability Insurance	246,490.00	
87-05	Vehicle Maintenance	13,810.00	
89-11	League Dues & Travel	13,500.00	
89-13	Contingency	60,000.00	
89-14	Refunds	5,000.00	
101-1199-481. 43-01	Transfer to Debt Service	0.00	
43-04	TIF Transfer	400,000.00	
101-1199-441. 92-05	Budget reduction implement, staffing, one-time cap project	410,190.00	
TOTAL MISCELLANEOUS:			1,879,780.00

MAYOR'S OFFICE

Personal Services

101-1158-441.	61-01	Salaries & Wages (Reg)	118,880.00
	62-01	Payroll Accrual	530.00
	62-02	Severance Accrual	100.00
	64-01	Health Insurance Premiums	22,070.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	280.00
	64-04	Long Term Disability	360.00
	64-05	Worker's Compensation Insurance	250.00
	65-01	F.I.C.A.	9,090.00
	66-01	I.P.E.R.S.	11,220.00

Commodities

101-1158-441.	71-01	Office Supplies & Postage	480.00
	72-01	Operating Supplies	370.00

Services and Charges

101-1158-441.	81-12	Computer Services	6,240.00
	82-01	Telephone	550.00
	83-03	Outings/Dinners/Awards	1,390.00
	83-04	Dues & Memberships	510.00
	83-05	Travel (Food/Mileage/Lodging)	2,600.00
	83-06	Education & Training	420.00
	84-01	Operating Insurance	610.00
	87-05	Vehicle Maintenance	0.00

Capital Outlay

101-1158-441.	93-01	Equipment	510.00
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TOTAL MAYOR'S OFFICE:

176,670.00

CITY ADMINISTRATOR

Personal Services

101-1118-441.	61-01	Salaries & Wages (Reg)	486,440.00
	61-02	Part-time	7,000.00
	62-01	Payroll Accrual	2,140.00
	62-02	Severance Accrual	7,930.00
	64-01	Health Insurance Premiums	81,240.00
	64-02	Health Insurance Reimbursements	770.00
	64-03	Life Insurance	1,110.00
	64-04	Long Term Disability	1,460.00
	64-05	Worker's Compensation Insurance	1,040.00
	65-01	F.I.C.A.	33,190.00
	66-01	I.P.E.R.S.	46,580.00

Commodities

101-1118-441.	71-01	Office Supplies	200.00
	72-11	Books & Magazines	200.00
	72-19	Printing	100.00

Services and Charges

101-1118-441.	81-12	Computer Services	28,060.00
	81-25	Promotional Tapes & Adv.	8,000.00
	81-31	Svc. Bus Retention & Expansion	1,500.00
	81-98	Economic Development Activities	150,000.00
	81-97	Communication Specialist Activities	500.00

82-01	Telephone	1,300.00
83-04	Memberships	2,750.00
83-05	Travel & Meals	4,000.00
83-06	Education	2,000.00
84-01	Operating Insurance	2,750.00

Capital Outlay

101-1118-441. 93-01	Equipment	600.00
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TOTAL CITY ADMINISTRATOR:

870,860.00

FBO ADMINISTRATION

Personal Services

101-1026-441. 61-01	Salaries & Wages (Reg)	202,300.00
61-02	Part-time	57,500.00
61-03	Overtime	0.00
62-01	Payroll Accrual	890.00
62-02	Severance Accrual	3,300.00
64-01	Health Insurance Premiums	20,060.00
64-02	Health Insurance Reimbursements	190.00
64-03	Life Insurance	460.00
64-04	Long Term Disability	610.00
64-05	Worker's Compensation Insurance	420.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	17,270.00
66-01	I.P.E.R.S.	24,530.00

Commodities

101-1026-441. 71-01	Office Supplies & Printing	1,000.00
72-99	Postage	100.00

Services and Charges

101-1026-441. 81-12	Computer Services	12,610.00
81-48	Contract Services	1,500.00
82-01	Telephone	900.00
83-04	Dues & Memberships	900.00
83-05	Travel & Meals	2,000.00
83-06	Education	2,000.00
84-01	Liability Insurance	1,240.00
86-01	Repair & Maintenance	100.00

Capital Outlay

101-1026-441. 93-01	Equipment	1,000.00
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Transfers

101-1026-441. 88-44	Community Center Support	115,000.00
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TOTAL FBO ADMINISTRATION:

465,880.00

FINANCIAL SERVICES

Personal Services

101-1028-441. 61-01	Salaries & Wages (Reg)	284,700.00
61-02	Part-time	50,870.00
61-03	Overtime	500.00

62-01	Payroll Accrual	1,260.00
62-02	Severance Accrual	4,630.00
64-01	Health Insurance Premiums	66,200.00
64-02	Health Insurance Reimbursements	620.00
64-03	Life Insurance	640.00
64-04	Long Term Disability	860.00
64-05	Worker's Compensation Insurance	610.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	25,710.00
66-01	I.P.E.R.S.	31,720.00

Commodities

101-1028-441. 71-01	Office Supplies & Printing	6,000.00
72-99	Postage	4,200.00
73-99	Disaster Supplies	2,000.00

Services and Charges

101-1028-441. 81-12	Computer Services	18,270.00
81-13	Microfilming/Digital Imaging	1,500.00
81-48	Contract Services	1,500.00
82-01	Telephone	2,000.00
83-04	Dues & Memberships	1,620.00
83-05	Travel & Meals	2,100.00
83-06	Education	2,000.00
84-01	Operating Insurance	1,790.00
86-01	Repair & Maintenance	4,000.00
89-17	Bank Service Charges	1,500.00

Capital Outlay

101-1028-441. 93-01	Equipment	3,000.00
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TOTAL FINANCIAL SERVICES:

519,800.00

HUMAN RESOURCES

Personal Services

101-1038-441. 61-01	Salaries & Wages (Reg)	402,190.00
61-02	Part-Time	26,660.00
61-03	Overtime	0.00
62-01	Payroll Accrual	1,780.00
62-02	Severance Accrual	6,550.00
64-01	Health Insurance Premiums	81,180.00
64-02	Health Insurance Reimbursements	890.00
64-03	Life Insurance	920.00
64-04	Long Term Disability	1,210.00
64-05	Worker's Compensation Insurance	930.00
65-01	F.I.C.A.	32,820.00
66-01	I.P.E.R.S.	40,480.00

Commodities

101-1038-441. 71-01	Office Supplies & Printing	2,000.00
72-99	Postage	800.00

Services and Charges

101-1038-441. 81-09	Human Rights Commissions	3,000.00
81-12	Computer Services	33,100.00
81-32	Tuition Assistance Program	25,000.00
81-33	Employee Survey	17,500.00
81-35	Employee Recognition Program	4,000.00

81-49	Backgrounds	5,000.00
81-50	Pre-employment Physical Exams	55,000.00
81-51	Post-employment Physical Exams	60,000.00
81-52	Random Drug Testing	3,400.00
81-53	Job Notices	80,000.00
81-55	Employee Assistance Program	5,000.00
81-56	Employee Wellness Program	0.00
81-57	Comprehensive Pay Plan Study	60,000.00
81-99	Civil Service Commission	4,000.00
82-01	Telephone	1,000.00
83-01	City-Wide Training	6,000.00
83-04	Dues & Memberships	2,300.00
83-05	Travel & Meals	1,000.00
83-06	Education	1,400.00
84-01	Operating Insurance	3,250.00
89-81	Cafeteria Plan	5,000.00
89-82	Section 105	10,000.00

Capital Outlay

101-1038-441.	93-01	Equipment	2,000.00
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TOTAL HUMAN RESOURCES:

985,360.00

LEGAL SERVICES

Personal Services

101-1048-441.	61-01	Salaries & Wages (Reg)	273,820.00
	61-02	Part-Time	3,220.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	1,220.00
	62-02	Severance Accrual	110.00
	64-01	Health Insurance Premiums	41,920.00
	64-02	Health Insurance Reimbursements	400.00
	64-03	Life Insurance	630.00
	64-04	Long Term Disability	820.00
	64-05	Worker's Compensation Insurance	450.00
	65-01	F.I.C.A.	19,150.00
	66-01	I.P.E.R.S.	26,140.00

Commodities

101-1048-441.	71-01	Office Supplies	850.00
	72-11	Dues & Publications	9,500.00

Services and Charges

101-1048-441.	81-12	Computer Services	17,790.00
	81-29	Legal Fees	175,000.00
	81-30	Code Enforcement	15,000.00
	82-01	Telephone	500.00
	83-04	Memberships	1,000.00
	83-05	Travel (Food/Mileage/Lodging)	350.00
	83-06	Education & Training	1,500.00

TOTAL LEGAL SERVICES:

589,870.00

PUBLIC RECORDS DIVISION

Personal Services

101-1008-441.	61-01	Salaries & Wages (Reg)	193,100.00
	61-02	Part-time	48,540.00
	62-01	Payroll Accrual	840.00
	62-02	Severance Accrual	3,150.00
	64-01	Health Insurance Premiums	55,940.00
	64-02	Health Insurance Reimbursements	550.00
	64-03	Life Insurance	450.00
	64-04	Long Term Disability	580.00
	64-05	Worker's Compensation Insurance	400.00
	65-01	F.I.C.A.	18,490.00
	66-01	I.P.E.R.S.	22,800.00

Commodities

101-1008-441.	71-01	Office Supplies & Printing	5,850.00
	72-99	Postage	1,000.00

Services and Charges

101-1008-441.	81-12	Computer Services	15,130.00
	82-01	Telephone	1,700.00
	83-04	Memberships	500.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	1,480.00
	86-01	Repair & Maintenance	2,000.00
	87-01	Rentals	1,000.00

Capital Outlay

101-1008-441.	93-01	Equipment	1,500.00
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TOTAL PUBLIC RECORDS DIVISION:

378,500.00

LIBRARY

Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	926,580.00
	61-02	Part-time	448,270.00
	62-01	Payroll Accrual	4,100.00
	62-02	Severance Accrual	15,100.00
	64-01	Health Insurance Premiums	218,230.00
	64-02	Health Insurance Reimbursements	2,850.00
	64-03	Life Insurance	2,120.00
	64-04	Long Term Disability	2,780.00
	64-05	Worker's Compensation Insurance	2,910.00
	65-01	F.I.C.A.	102,950.00
	66-01	I.P.E.R.S.	127,040.00

Commodities

101-1060-423.	71-01	Office Supplies	10,000.00
	71-11	Technical Processing Supplies	30,000.00
	72-19	Printing	2,000.00
	72-75	Display	2,000.00
	72-76	Public Relations	1,200.00
	72-99	Postage	17,500.00
	73-06	Building Repair	4,000.00

Services and Charges

101-1060-423.	81-01	Professional Services	5,000.00
	81-12	Computer Services	93,390.00
	81-91	License & Service Contracts	99,000.00
	82-01	Telephone	4,000.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	27,310.00
	85-01	Utilities & Heating	112,500.00
	86-01	Repair & Maintenance	7,000.00
	89-19	Co-Lab Materials	2,000.00
	89-20	Adult Books	51,000.00
	89-21	Young Adult Books	20,000.00
	89-22	Youth Books	45,000.00
	89-23	Large Print Books	6,500.00
	89-24	Audio	7,500.00
	89-25	Video	17,000.00
	89-26	Non-print Resources	35,000.00
	89-29	Newspapers	3,000.00
	89-31	Periodicals	8,000.00
	89-35	Youth Audio	2,000.00
	89-36	Youth Video	2,000.00
	89-37	Young Adult Audio	3,000.00
	89-38	Young Adult Video	2,000.00
	89-42	Adult E-materials	50,000.00
	89-44	Young Adult E-materials	10,000.00
	89-46	Youth E-materials	13,000.00
	89-47	Library of Things	1,000.00
	89-33	Friends Supported Programs	30,000.00
	89-34	Endowment Supported Programs	60,000.00

Transfers

101-1060-423.	50-01	General Fund	301,270.00
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TOTAL LIBRARY:

2,944,100.00

COMMUNITY DEVELOPMENT:

ADMINISTRATION

Personal Services

101-2205-432.	61-01	Salaries & Wages (Reg)	170,420.00
	61-02	Part-Time	0.00
	61-03	Overtime	1,550.00
	62-01	Payroll Accrual	750.00
	62-02	Severance Accrual	2,780.00
	64-01	Health Insurance Premiums	20,460.00
	64-02	Health Insurance Reimbursements	200.00
	64-03	Life Insurance	390.00
	64-04	Long Term Disability	510.00
	64-05	Worker's Compensation Insurance	360.00
	65-01	F.I.C.A.	12,590.00
	66-01	I.P.E.R.S.	16,080.00

Commodities

101-2205-432.	71-01	Office Supplies	860.00
	72-01	Operating Supplies	190.00
	72-11	Books	400.00
	72-19	Printing Supplies	650.00

72-25	Mileage	480.00
72-60	Safety Supplies	50.00
72-99	Postage	500.00
73-01	Repair & Maintenance	950.00

Services and Charges

101-2205-432.	81-12	Computer Services	8,820.00
	82-01	Telephone	1,000.00
	83-04	Membership dues	1,000.00
	83-05	Travel	2,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	3,880.00
	86-01	Repair & Maintenance	200.00
	86-09	Office Machine Maintenance	750.00
	87-05	Vehicle Maintenance	1,420.00
	88-09	Tourism Office	30,000.00
	88-10	Black Hawk County Health Dept.	13,000.00
	88-16	Visitors & Convention Bureau	600,000.00
	88-17	Cedar Falls Band	35,000.00
	88-35	Tourism Administrative	0.00
	88-36	Trail Fund Maintenance/Reserve	60,000.00
	88-38	Cedar Valley Soccer	10,000.00
	88-43	Tourism Marketing Fund	146,000.00
	88-44	Community Center Support	0.00
	88-49	HLS Capital	42,000.00

Capital Outlay

101-2205-432.	93-01	Equipment	0.00
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TOTAL CD/ADMINISTRATION:

1,186,740.00

INSPECTION SERVICES DIVISION

Personal Services

101-2235-412.	61-01	Salaries & Wages (Reg)	653,880.00
	61-02	Part-time	64,830.00
	61-03	Overtime	20,000.00
	62-01	Payroll Accrual	2,890.00
	62-02	Severance Accrual	10,660.00
	64-01	Health Insurance Premiums	150,720.00
	64-02	Health Insurance Reimbursements	1,660.00
	64-03	Life Insurance	1,490.00
	64-04	Long Term Disability	1,960.00
	64-05	Worker's Compensation Insurance	8,350.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	56,500.00
	66-01	I.P.E.R.S.	69,720.00

Commodities

101-2235-412.	71-01	Office Supplies	1,500.00
	71-07	Code Enforcement Supplies	20,000.00
	72-11	Books, Magazines & Periodicals	3,000.00
	72-16	Tools	500.00
	72-17	Uniforms	1,800.00
	72-19	Printing & Supplies	2,400.00
	72-60	Safety Supplies	1,700.00
	72-99	Postage	2,300.00

101-2235-412.	81-01	Professional Services	1,000.00
	81-12	Computer Services	41,030.00
	82-01	Telephone	7,020.00
	83-04	Membership Dues	2,500.00
	83-05	Travel	5,600.00
	83-06	Education	5,200.00
	84-01	Operating Insurance	4,020.00
	87-05	Vehicle Maintenance	41,700.00
	89-15	Credit Card Charges	20,000.00

Capital Outlay

101-2235-412.	93-01	Equipment	750.00
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TOTAL INSPECTION SERVICES DIVISION:

1,204,680.00

PLANNING & COMMUNITY SERVICES DIVISION

Personal Services

101-2245-442.	61-01	Salaries & Wages (Reg)	492,820.00
	61-02	Part-time	3,360.00
	61-03	Overtime	2,000.00
	62-01	Payroll Accrual	2,170.00
	62-02	Severance Accrual	8,030.00
	64-01	Health Insurance Premiums	57,880.00
	64-02	Health Insurance Reimbursements	1,060.00
	64-03	Life Insurance	1,140.00
	64-04	Long Term Disability	1,490.00
	64-05	Worker's Compensation Insurance	1,040.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	38,110.00
	66-01	I.P.E.R.S.	47,030.00

Commodities

101-2245-442.	71-01	Office Supplies	1,300.00
	72-01	Operating Supplies	490.00
	72-08	Film & Processing	0.00
	72-11	Books & Magazines	650.00
	72-19	Printing	2,000.00
	72-25	Mileage	190.00
	72-60	Safety	150.00
	72-99	Postage	4,000.00

Services and Charges

101-2245-442.	81-01	Professional Services	13,000.00
	81-12	Computer Services	27,130.00
	81-16	Zoning Ordinance	0.00
	81-18	INRCOG	14,660.00
	82-01	Telephone	1,900.00
	83-04	Memberships	3,600.00
	83-05	Travel & Meals	3,500.00

83-06	Education & Training	4,500.00
84-01	Operating Insurance	2,660.00
86-01	Repair & Maintenance	2,100.00
88-60	Historic Survey	1,400.00
88-63	Vision Plans	33,400.00
89-79	Single Family Conversion Incentive	50,000.00

Capital Outlay

101-2245-442. 93-01	Equipment	90.00
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TOTAL PLANNING & COMMUNITY SERVICES DIVISION:

822,850.00

CULTURAL SERVICES

Personal Services

101-2280-423. 61-01	Salaries & Wages (Reg)	94,290.00
61-50	Coordinators	269,210.00
61-54	Instructors	38,610.00
62-01	Payroll Accrual	420.00
62-02	Severance Accrual	1,540.00
64-01	Health Insurance Premiums	20,060.00
64-02	Health Insurance Reimbursements	190.00
64-03	Life Insurance	220.00
64-04	Long Term Disability	280.00
64-05	Worker's Compensation Insurance	810.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	29,340.00
66-01	I.P.E.R.S.	36,210.00

Commodities

101-2280-423. 71-01	Office Supplies	2,000.00
72-11	Dues, Books & Magazines	500.00
72-25	Mileage	100.00
72-70	Classroom Supplies	10,000.00
72-71	Gallery Supplies	4,750.00
72-72	Products for Resale	2,000.00
72-73	Grounds Supplies	850.00
72-74	Volunteer/Services Supplies	1,500.00
72-99	Postage	2,000.00
73-01	Repair & Maintenance	1,000.00

Services and Charges

101-2280-423. 81-01	Professional Service Contracts	18,000.00
81-06	Printing and Publications	7,500.00
81-12	Computer Services	25,190.00
81-60	Exhibition fees	4,500.00
81-61	Promotions	6,000.00
82-01	Telephone	2,500.00
83-04	Dues & Memberships	750.00
83-05	Travel (Food/Mileage/Lodging)	1,800.00
83-06	Education & Training	1,000.00
84-01	Operating Insurance	2,470.00
85-01	Utilities & Heating	15,400.00
86-01	Repair & Maintenance	3,000.00
87-05	Vehicle Maintenance	1,840.00

88-21	Public Art	30,000.00
89-01	Miscellaneous	500.00
89-14	Refunds	600.00
89-15	Credit Card Charges	1,500.00
89-33	Friends Supported Program	10,000.00

Capital Outlay

101-2280-423. 92-01	Structures, Improvements & Buildings	15,000.00
93-01	Equipment	4,000.00

TOTAL CULTURAL SERVICES:

667,430.00

RECREATION SERVICES DIVISION

Personal Services

101-2253-423. 61-01	Salaries & Wages (Reg)	505,760.00
61-09	Fitness Coordinator Wages	0.00
61-10	Exercise Maint. Wages	4,000.00
61-11	Youth Softball/Baseball Wages	10,000.00
61-12	Camp Wages	84,000.00
61-14	Front Desk Staff Wages	121,150.00
61-15	Youth Sports Wages	17,000.00
61-16	Ballfield Maint. Wages	8,000.00
61-17	Adult Sports Wages	6,000.00
61-22	Rec Coordinator Wages	52,580.00
61-24	Swim Lesson Wages	41,000.00
61-25	Adult Exercise Wages	70,000.00
61-26	Special Program Wages	2,500.00
61-27	Child Care Wages	15,000.00
61-30	Indoor Pool Head-Lifeguard Wages	29,000.00
61-31	Indoor Pool Lifeguard Wages	17,000.00
61-35	The Falls Manager Wages	15,000.00
61-36	The Falls Assistant Manager Wages	27,500.00
61-37	The Falls Lifeguard Wages	184,000.00
61-39	The Falls Cashier Wages	18,000.00
61-40	The Falls Concession Wages	45,000.00
61-41	The Falls Maintenance Wages	25,000.00
61-42	Aquatic Program Wages	0.00
62-01	Payroll Accrual	2,240.00
62-02	Severance Accrual	8,240.00
64-01	Health Insurance Premiums	120,330.00
64-02	Health Insurance Reimbursements	1,140.00
64-03	Life Insurance	1,150.00
64-04	Long Term Disability	1,520.00
64-05	Worker's Compensation Insurance	18,200.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	97,790.00
66-01	I.P.E.R.S.	122,480.00

Commodities

101-2253-423. 71-01	Office Supplies	9,450.00
72-17	Uniforms	900.00
72-19	Printing	2,010.00
72-25	Mileage	200.00
72-28	Camp Supplies	24,000.00
72-30	Rec Cen. Equip. & Supplies	8,000.00
72-31	Youth Sports Equipment	34,000.00

72-32	Adult Sports Supplies	10,000.00
72-36	Birthday Party Supplies	500.00
72-38	Staff Shirts	1,500.00
72-41	The Falls Concessions	45,000.00
72-42	Swim Lesson Supplies	3,000.00
72-44	Exercise Equipment Repairs	7,000.00
72-47	Adult Exercise Equipment	12,000.00
72-49	Child Care Supplies	500.00
72-50	Special Program Supplies	2,700.00
73-16	Beach House Supplies	1,000.00
73-17	The Falls Pool Chemicals	34,000.00
73-18	Lifeguard Training Supplies	1,750.00
73-55	Media	2,500.00

Services and Charges

101-2253-423.	81-01	Professional Services	14,000.00
	81-12	Computer Services	82,650.00
	81-56	Employee Wellness Program	24,000.00
	82-01	Telephone	4,000.00
	83-04	Dues & Memberships	1,200.00
	83-05	Travel (Food/Mileage/Lod)	1,500.00
	83-06	Education	2,000.00
	84-01	Operating Insurance	8,110.00
	85-01	Utilities	79,200.00
	85-05	The Falls Utilities	94,600.00
	86-30	Rec Cen Maint. & Upkeep	49,000.00
	86-31	The Falls Repair & Maint.	58,000.00
	87-04	C.F. Schools' Facilities	30,000.00
	87-05	Vehicle Maintenance Fund	34,920.00
	87-06	Beach House Maintenance	5,000.00
	89-04	Sales Tax	0.00
	89-06	Operations (Indoor Pool)	52,000.00
	89-14	Refunds	5,000.00
	89-15	Credit Card Charges	25,000.00

Capital Outlay

101-2253-423.	92-01	Structures, Improvements & Buildings	0.00
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TOTAL RECREATION SERVICES DIVISION:

2,440,770.00

PUBLIC WORKS:

ENGINEERING SERVICES DIVISION

Personal Services

101-6625-432.	61-01	Salaries & Wages (Reg)	1,137,930.00
	61-02	Part-Time	63,490.00
	61-03	Overtime	30,000.00
	62-01	Payroll Accrual	5,020.00
	62-02	Severance Accrual	18,550.00
	64-01	Health Insurance Premiums	239,580.00
	64-02	Health Insurance Reimbursements	2,620.00
	64-03	Life Insurance	2,600.00
	64-04	Long Term Disability	3,420.00
	64-05	Worker's Compensation Insurance	15,740.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	94,200.00
	66-01	I.P.E.R.S.	116,250.00

Commodities

101-6625-432.	71-01	Office Supplies	3,000.00
	71-08	Public Advertising	3,000.00
	72-01	Operating Supplies	2,000.00
	72-08	Photography	200.00
	72-11	Books, magazines & periodicals	1,000.00
	72-16	Tools	0.00
	72-17	Uniforms	1,200.00
	72-18	Survey	4,500.00
	72-19	Printing & supplies	1,000.00
	72-25	Mileage	200.00
	72-26	Testing & Lab	200.00
	72-60	Safety Supplies	2,000.00
	72-99	Postage	4,000.00
	73-05	Operating Equipment	7,400.00

Services and Charges

101-6625-432.	81-12	Computer Services	69,830.00
	81-44	USGS River Gauge	13,000.00
	82-01	Telephone	9,500.00
	83-04	Membership Dues	2,500.00
	83-05	Travel	3,500.00
	83-06	Education & Training	5,500.00
	83-07	Registrations	1,500.00
	84-01	Operating Insurance	6,850.00
	86-01	Operating Equipment	2,500.00
	86-25	Engineering & Architecture	50,000.00
	86-29	Lab & Testing	1,000.00
	87-05	Vehicle Maintenance	38,850.00

Capital Outlay

101-6625-432.	93-01	Equipment	5,000.00
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TOTAL ENGINEERING SERVICES DIVISION:

1,968,630.00

CEMETERY SECTION

Personal Services

101-6613-433.	61-01	Salaries & Wages (Reg)	226,620.00
	61-02	Part-time	53,140.00
	61-03	Overtime	3,500.00
	62-01	Payroll Accrual	1,000.00
	62-02	Severance Accrual	3,700.00
	64-01	Health Insurance Premiums	62,180.00
	64-02	Health Insurance Reimbursements	590.00
	64-03	Life Insurance	520.00
	64-04	Long Term Disability	680.00
	64-05	Worker's Compensation Insurance	3,540.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	21,670.00
	66-01	I.P.E.R.S.	26,740.00

Commodities

101-6613-433.	72-01	Operating Supplies	15,000.00
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Services and Charges

101-6613-433.	81-12	Computer Services	15,830.00
	82-01	Telephone	1,000.00
	84-01	Operating Insurance	1,550.00
	85-01	Utilities	12,500.00
	86-01	Repair & Maintenance	1,000.00
	87-05	Vehicle Maintenance	5,690.00

Capital Outlay

101-6613-433.	92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00
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TOTAL CEMETERY SECTION:

457,450.00

GOLF SECTION

Services and Charges

101-6623-423.	81-12	Computer Services	1,080.00
	82-01	Telephone	1,750.00
	84-01	Operating Insurance	110.00
	85-01	Utilities	20,000.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance	7,660.00

TOTAL GOLF SECTION:

35,600.00

PARK SECTION

Personal Services

101-6633-423.	61-01	Salaries & Wages (Reg)	423,070.00
	61-02	Part-time	380,690.00
	61-03	Overtime	5,000.00
	62-01	Payroll Accrual	1,870.00
	62-02	Severance Accrual	6,900.00
	64-01	Health Insurance Premiums	96,140.00
	64-02	Health Insurance Reimbursements	1,140.00
	64-03	Life Insurance	970.00
	64-04	Long Term Disability	1,270.00
	64-05	Worker's Compensation Insurance	8,380.00
	64-06	Unemployment Insurance	40,520.00
	65-01	F.I.C.A.	59,310.00
	66-01	I.P.E.R.S.	76,340.00

Commodities

101-6633-423.	71-01	General Office Supplies	500.00
	72-01	Operating Supplies	131,410.00

Services and Charges

101-6633-423.	81-01	Contracts	19,000.00
	81-12	Computer Services	54,140.00
	82-01	Telephone	3,850.00
	83-04	Membership Dues	1,000.00
	83-05	Travel	1,720.00
	83-06	Education & Training	3,540.00
	84-01	Operating Insurance	5,310.00
	85-01	Utilities	36,000.00
	86-01	Repair & Maintenance	11,000.00
	87-05	Vehicle Maintenance	369,130.00
	89-07	Railroad Lease	1,200.00

Capital Outlay

101-6633-423.	92-01	Structures, Improvements & Buildings	59,000.00
	93-01	Equipment	9,000.00

TOTAL PARK SECTION:

1,807,400.00

PUBLIC BUILDINGS:

Personal Services

101-6616-446.	61-01	Salaries & Wages (Reg)	119,670.00
	61-02	Part-time	0.00
	61-03	Overtime	780.00
	62-01	Payroll Accrual	530.00
	62-02	Severance Accrual	1,950.00
	64-01	Health Insurance Premiums	24,040.00
	64-02	Health Insurance Reimbursements	290.00
	64-03	Life Insurance	270.00
	64-04	Long Term Disability	360.00
	64-05	Worker's Compensation Insurance	2,400.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	9,210.00
	66-01	I.P.E.R.S.	11,370.00

Commodities

101-6616-446.	72-01	Operating Supplies	80,000.00
	72-17	Uniforms	1,500.00
	72-54	Building	3,430.00
	73-05	Operating Equipment	20,000.00
	73-06	Building Repair	55,000.00
	73-41	Civil Defense Sirens	4,000.00

Services and Charges

101-6616-446.	81-08	Pest Control	5,930.00
	81-12	Computer Services	32,640.00
	82-01	Telephone	1,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	3,200.00
	85-01	Public Utility Services	127,000.00
	86-02	Building & Grounds	348,000.00
	86-14	Mechanical Equipment Servicing	20,000.00
	86-30	Maintenance & Upkeep	6,000.00
	86-70	Civil Defense Siren Repair	3,000.00
	87-05	Vehicle Maintenance	14,450.00

Capital Outlay

101-6616-446.	93-01	Equipment	0.00
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TOTAL PUBLIC BUILDINGS SECTION:

897,520.00

FIRE DEPARTMENT

Personal Services

101-4511-414.	61-01	Salaries & Wages (Reg)	2,922,310.00
	61-02	Part-time	0.00
	61-03	Overtime	35,000.00
	61-74	Fire Hrs. over 212	100,000.00
	61-78	Part-time - POC/PSO Program	18,690.00

62-01	Payroll Accrual	13,000.00
62-02	Severance Accrual	47,910.00
64-01	Health Insurance Premiums	467,730.00
64-02	Health Insurance Reimbursements	5,410.00
64-03	Life Insurance	3,600.00
64-04	Long Term Disability	8,820.00
64-06	Unemployment	1,000.00
65-01	F.I.C.A.	52,530.00
66-01	I.P.E.R.S.	18,150.00

Commodities

101-4511-414.	71-01	Office Supplies	4,020.00
	72-02	Laundry	570.00
	72-04	SCBA Supplies	13,800.00
	72-07	EMS/Rescue Supplies	11,500.00
	72-08	Camera/Photo	570.00
	72-09	Equipment Repair	13,800.00
	72-10	Fire Prevention	10,000.00
	72-11	Dues, Books & Magazines	5,170.00
	72-19	Printing	3,450.00
	72-20	Firefighter Equipment Supplies	34,500.00
	72-23	Radio Fees & MDC fees	13,650.00
	72-77	Volunteer Recruiting & Supplies	5,000.00
	72-78	Fire Investigations	570.00
	72-99	Postage	3,500.00
	73-02	Dormitory Furnishings	9,000.00
	73-06	Building Repair	10,000.00
	73-10	Headquarter Supplies	11,000.00

Services and Charges

101-4511-414.	81-12	Computer Services	162,560.00
	81-46	Emergency Management Agency	67,570.00
	81-71	Consolidated Dispatch	375,470.00
	81-75	NIRG	19,630.00
	82-01	Telephone	10,400.00
	83-05	Travel (Food/Mileage/Lodging)	17,820.00
	83-06	Education & Training	23,000.00
	84-01	Operating Insurance	15,940.00
	85-01	Utilities & Heating	80,000.00
	86-01	Repair & Maintenance	8,050.00
	86-50	Service Contract	10,350.00
	87-05	Vehicle Maintenance	159,350.00
	89-40	Uniform Allowance	37,000.00

Capital Outlay

101-4511-414.	93-01	Equipment	24,000.00
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TOTAL FIRE DEPARTMENT:

4,855,390.00

POLICE DEPARTMENT

Personal Services

101-5521-415.	61-01	Salaries & Wages (Reg)	4,460,820.00
	61-02	Part-time	113,960.00
	61-03	Overtime - Regular	60,000.00
	61-05	Comm. Service Officers	180,300.00
	61-70	Overtime - Holiday	14,000.00
	61-77	Reserve-External	10,000.00

61-78	Reserve - Paid On-Call Program	70,840.00
62-01	Payroll Accrual	19,980.00
62-02	Severance Accrual	73,630.00
64-01	Health Insurance Premiums	756,970.00
64-02	Health Insurance Reimbursements	9,190.00
64-03	Life Insurance	4,640.00
64-04	Long Term Disability	13,820.00
65-01	F.I.C.A.	97,350.00
66-01	I.P.E.R.S.	40,810.00

Commodities

101-5521-415.	71-01	Office Supplies	7,470.00
	71-04	Tickets	2,300.00
	71-05	Advertising & Notices	5,000.00
	71-07	Code Enforcement	7,000.00
	72-01	Operating Supplies	33,350.00
	72-08	Photo & Identification	12,650.00
	72-10	Crime Prevention	10,000.00
	72-11	Magazines & Subscriptions	2,500.00
	72-19	Printing	6,900.00
	72-20	Officers' Equipment	48,300.00
	72-21	Community Service Projects	3,500.00
	72-23	Radio Fees & MDC fees	31,500.00
	72-24	Ammunition	36,800.00
	72-29	MIRT Equipment	5,750.00
	72-33	Police Auxiliary Program	6,000.00
	72-34	Community Srvc. Officer Program	2,870.00
	72-99	Postage	2,400.00

Services and Charges

101-5521-425.	81-20	Humane Society	123,000.00
	81-21	After Hours Animal Control	2,000.00
101-5521-415.	81-01	Professional Services	11,500.00
	81-12	Computer Services	296,010.00
	81-58	Witness fees/Subpoenas	2,500.00
	81-70	Contract Services	7,500.00
	81-71	Consolidated Dispatch	750,940.00
	82-01	Telephone	22,400.00
	83-04	Dues & Memberships	5,750.00
	83-05	Travel (Food/Mileage/Lodging)	28,750.00
	83-06	Education & Training	23,000.00
	83-08	Academy	34,500.00
	84-01	Operating Insurance	26,450.00
	85-01	Utilities	58,300.00
	86-05	Equipment Repairs	11,500.00
	86-06	Weapon Maintenance	1,720.00
	87-05	Vehicle Maintenance	416,580.00
	89-40	Uniform Allowance	40,000.00
	89-43	Buy Money	2,300.00
	89-99	Canine Unit	12,000.00

Capital Outlay

101-5521-415.	93-01	Equipment	189,000.00
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TOTAL POLICE DEPARTMENT: 8,216,300.00

TOTAL GENERAL FUND: 33,454,300.00

OTHER FUNDS

CABLE TELEVISION FUND

Personal Services

254-1088-431.	61-01	Salaries & Wages (Reg)	249,690.00
	61-02	Part-time	30,440.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	1,100.00
	62-02	Severance Accrual	4,070.00
	64-01	Health Insurance Premiums	60,180.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	570.00
	64-04	Long Term Disability	740.00
	64-05	Worker's Compensation Insurance	880.00
	65-01	F.I.C.A.	21,430.00
	66-01	I.P.E.R.S.	26,450.00

Commodities

254-1088-431.	71-05	Advertising	0.00
	72-01	Operating Supplies	6,000.00
	72-11	Dues, books, magazines	3,000.00
	73-01	Repair & Maintenance Supplies	3,000.00

Services and Charges

254-1088-431.	81-12	Computer Services	24,920.00
	81-37	Legal Services	5,000.00
	82-01	Telephone	1,300.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	500.00
	84-01	Operating Insurance	6,170.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance Fund	13,810.00
	89-18	Community Programming	35,500.00

Capital Outlay

254-1088-431.	92-01	Structures, Improvements & Buildings	0.00
	93-01	Equipment	235,000.00

Transfers

254-1088-481.	50-01	General Fund Transfer	87,790.00
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TOTAL CABLE TELEVISION FUND:

825,610.00

DATA PROCESSING FUND

Personal Services

606-1078-441.	61-01	Salaries & Wages (Reg)	472,430.00
	61-02	Part-Time	44,920.00
	61-03	Overtime	210.00
	62-01	Payroll Accrual	2,100.00
	62-02	Severance Accrual	7,710.00
	64-01	Health Insurance Premiums	98,230.00

64-02	Health Insurance Reimbursements	1,140.00
64-03	Life Insurance	1,080.00
64-04	Long Term Disability	1,410.00
64-05	Worker's Compensation Insurance	2,800.00
65-01	F.I.C.A.	39,600.00
66-01	I.P.E.R.S.	48,850.00

Commodities

606-1078-441.	71-01	Office Supplies	8,500.00
	72-01	Operating Supplies	3,500.00

Services and Charges

606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	26,250.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	35,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	14,650.00
	86-01	Repair Maintenance	40,000.00
	86-10	Software Support Agreements	365,000.00

Capital Outlay

606-1078-441.	93-01	Equipment	635,500.00
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TOTAL DATA PROCESSING FUND:

2,014,480.00

PARKING FUND

Personal Services

258-5531-435.	61-01	Salaries & Wages (Reg)	83,420.00
	61-02	Part-time	103,510.00
	62-01	Payroll Accrual	380.00
	62-02	Severance Accrual	1,360.00
	64-01	Health Insurance	24,870.00
	64-02	Health Insurance Reimbursement	250.00
	64-03	Life Insurance	190.00
	64-04	Long Term Disability	260.00
	64-05	Worker's Compensation Insurance	1,680.00
	65-01	F.I.C.A.	14,290.00
	66-01	I.P.E.R.S.	17,650.00

Commodities

258-5531-435.	71-01	Office Supplies	800.00
	71-04	Ticket Envelopes	3,000.00
	72-01	Operating Supplies	1,000.00
	72-17	Uniforms	500.00
	72-99	Postage	500.00
	73-21	Parking Meter Repairs	1,000.00

Services and Charges

258-5531-435.	81-12	Computer Services	16,410.00
	81-22	Consultant - Parking Study	0.00
	81-48	Contract Services	71,300.00
	82-01	Telephone	1,700.00
	83-05	Travel (Food/Mileage/Lodging)	2,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	4,570.00
	86-01	Repair & Maintenance	500.00
	87-05	Vehicle Maintenance Fund	2,050.00
	89-15	Credit Card Charges	9,000.00

Capital Outlay

258-5531-435.	92-01	Structures, Improvements & Buildings	0.00
258-5531-435	93-01	Equipment	4,000.00

Transfers

258-5531-485.	50-01	Transfers to General Fund	33,010.00
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TOTAL PARKING FUND:

400,200.00

COMMUNITY CENTER AND SENIOR SERVICES FUND

Personal Services

262-1092-423.	61-02	Part-Time	32,430.00
	64-05	Worker's Compensation	480.00
	65-01	FICA	2,480.00
	66-01	IPERS	3,060.00

Commodities

262-1092-423.	71-01	Office Supplies	700.00
	72-01	Operating Supplies	2,400.00
	72-19	Printing	300.00
	72-99	Postage	600.00
	73-54	Promotional Materials	400.00

Services and Charges

262-1092-423	81-12	Computer Services	4,410.00
	82-01	Telephone	750.00
	84-01	Insurance	1,140.00
	85-01	Utilities	25,000.00
	86-01	Repairs & Maintenance	4,000.00
	87-01	Contract Rentals	8,000.00
	89-08	Trips Buses	11,000.00

Capital Outlay

262-1092-423.	93-01	Equipment	0.00
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Transfers

262-1092-483.	50-01	Transfer to General Fund	31,780.00
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TOTAL COMMUNITY CENTER & SENIOR SERVICES FUND:

128,930.00

HOSPITAL FUND

Services and Charges

215-1230-421. 88-45	Community Health Care Program	287,700.00
89-45	Farm Taxes	15,000.00

Capital Outlay

215-1230-421. 92-01	Structures, Improvements & Buildings	0.00
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TOTAL HOSPITAL FUND:

302,700.00

TRUST AND AGENCY FUND

292-5521-415. 53-01	Police Retirement	990,480.00
292-5521-415. 54-01	Police Work Comp	96,290.00
293-4511-414. 53-02	Fire Retirement	622,680.00
293-4511-414. 54-02	Fire Work Comp	88,030.00

Transfers

724-0000-487. 50-01	Transfers to General Fund	3,095,230.00
724-0000-487. 50-03	Transfers to S.S.M.I.D. - downtown	54,680.00
724-0000-487. 50-06	Transfers to S.S.M.I.D. - college hill	17,290.00

TOTAL TRUST AND AGENCY FUND:

4,964,680.00

DEBT SERVICE FUND

311-1801-468. 41-37	Sewer Internal Financing Principal	855,000.00
41-38	2016 Sewer Bonds Principal	630,000.00
41-67	2016 GO Bonds	285,000.00
41-36	Sewer SRF Loan/Princ.	361,000.00
41-39	2018 Sewer Bonds	235,000.00
41-40	2018 Stormwater Bonds Principal	100,000.00
41-68	2018 GO Bonds	310,000.00
41-69	2020 GO Bonds	355,000.00
41-70	2022 GO Bonds	260,000.00
42-37	Sewer Internal Financing Interest	195,890.00
42-38	2016 Sewer Bonds Interest	52,000.00
42-67	2016 GO Bonds/Interest	11,500.00
42-36	Sewer SRF Loan/Interest	74,060.00
42-39	2018 Sewer Bonds/Interest	42,150.00
42-40	2018 Stormwater Bonds Interest	18,000.00
42-68	2018 GO Bonds/Interest	56,100.00
42-69	2020 GO Bonds Interest	45,500.00
42-70	2022 GO Bonds Interest	143,400.00

311-1801-481. 50-00	TIF Transfers	4,062,700.00
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TOTAL DEBT SERVICE FUND:

8,092,300.00

TIF BOND FUND

430-1220-431. 92-08	College Hill Vision Plan	16,600.00
92-45	Alley Reconstruction	80,000.00
94-29	College Hill Maintenance & Improvements	5,000.00
97-53	W. 22nd St. Realignment & Expansion	100,000.00
97-46	Ridgeway Ave. Bridge Replacement	185,000.00
97-47	Parking Equipment	400,000.00
95-76	Downtown Maintenance & Improvements	10,000.00
97-79	Ridgeway Ave. Reconstruction	2,600,000.00

89-02	Annual Rebates	1,650,540.00
97-55	Gibson Property Development	1,425,000.00
97-67	Downtown Parking Lot Improvements	150,000.00
97-70	Viking Road Reconstruction	2,800,000.00
97-96	Prairie Parkway & Viking Road Intersection	3,080,000.00
92-19	RR Spur Crossings Removals	62,500.00

TOTAL TIF BOND FUND:

12,564,640.00

2024 BOND FUND

434-1220-431.	92-13	Union Road Culvert	10,000.00
	93-80	Community Development Software	320,000.00
	93-81	Community Center Tables & Chairs	50,000.00
	93-82	Firearms	75,000.00
	94-55	Camera's	70,000.00
	95-48	Bunker Gear	45,000.00
	95-73	Sidewalk Reconstruction Program	100,000.00
	95-60	Technical Rescue Equipment	7,000.00
	97-53	W. 22nd St. Realignment & Expansion	340,000.00
	98-24	Annual Street Repair-Amenities	100,000.00
	98-40	Public Safety Building Maintenance Projects	40,000.00
	98-45	Main Street	500,000.00
	98-88	Aldrich School Connections	2,525,000.00

TOTAL 2024 BOND FUND

4,182,000.00

STREET REPAIR FUND

Capital Outlay

242-1240-431.	92-44	Street Reconstruction	0.00
	92-46	Street Restoration	4,320,000.00
	92-51	Seal Coat	100,000.00
	92-94	Hudson Rd. Bridge Deck	900,000.00
	92-19	RR Spur Crossing Removal	52,500.00
	98-45	Main St.	3,000,000.00
	92-92	West 22nd St. Expansion	400,000.00
	96-50	Katowski Drive Box Culvert	140,000.00
	97-70	Viking Road Reconstruction	1,000,000.00
	98-13	West 23rd	140,000.00

TOTAL STREET REPAIR FUND:

10,052,500.00

CAPITAL PROJECTS FUND

Capital Outlay

443-1220-431.	50-01	Design/Property Acquisition/Carryover Transfers	600,000.00
	50-07	TIF Transfers	3,935,570.00
	92-07	Gold Star Family Monument	40,000.00
	92-19	RR Spur Crossing Removal	62,500.00
	92-24	High School Pool	4,000,000.00
	92-27	Cemetery Columbariums	70,000.00
	92-29	Zoning Ordinance	87,500.00
	92-35	Public Works Maintenance	13,330.00

92-97	Library Atrium Window Replacement	25,000.00
92-98	Historic Recon Survey	8,600.00
93-83	Siren Replacement	5,000.00
93-84	LED Lighting - Library	30,000.00
94-23	Property Flood Buyouts	3,457,820.00
94-80	Big Woods Lake Cabin	50,000.00
94-90	Downtown TIF-SSMD Reimbursement	307,870.00
94-95	Trail Maintenance	50,000.00
95-36	Park Renovations	75,000.00
95-70	Trail Oversizing	20,000.00
98-03	Code Enforcement, Property Clean-up, Condemnation	45,000.00
98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
98-44	Trail Reconstruction	50,000.00
98-49	Strategic Plan	30,000.00
98-80	Infrastructure Oversizing	50,000.00
98-90	College Hill TIF SSMD Reimbursement	22,150.00
98-93	Seerley Park Renovations	115,000.00
98-94	Public Building Maintenance	60,000.00
98-95	Parks Master Plan	75,000.00

TOTAL CAPITAL PROJECTS FUNDS: 13,310,340.00

ECONOMIC DEVELOPMENT FUNDS:

483-2245-432.	91-15	Northern Industrial Park	30,000.00
	97-45	Industrial Park Expansion	3,000,000.00
		UNI Dome Renovation	1,250,000.00

TOTAL ECONOMIC DEVELOPMENT FUNDS: 4,280,000.00

BLOCK GRANT FUND

Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	5,370.00
	61-02	Part-Time	1,620.00
	62-01	Payroll Accrual-PPM	20.00
	62-02	Severance Accrual-PPM	90.00
	64-01	Health Insurance Premiums-PPM	700.00
	64-02	Health Insurance Reimbursements-PPM	10.00
	64-03	Life Insurance-PPM	20.00
	64-04	Long Term Disability-PPM	20.00
	64-05	Worker's Compensation Insurance-PPM	10.00
	65-01	F.I.C.A.-PPM	530.00
	66-01	I.P.E.R.S.-PPM	650.00

Commodities

223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00
	72-19	Printing	400.00
	72-25	Mileage	50.00
	72-99	Postage	150.00

Services and Charges

223-2224-432.	81-01	Contracted Services	31,500.00
	81-12	Computer Services	17,260.00
	82-01	Telephone	200.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,500.00
	84-01	Operating Insurance	1,820.00
	86-01	Equipment Maintenance	160.00
	89-86	Consolidated Plan	0.00
	88-62	Code Enforcement	0.00

Personal Services

223-2234-432.	61-01	Salaries & Wages	30,720.00
	61-02	Part-time	34,040.00
	62-01	Payroll Accrual - HR	140.00
	62-02	Severance Accrual - HR	500.00
	64-01	Health Insurance Premiums - HR	8,020.00
	64-02	Health Insurance Reimbursements - HR	80.00
	64-03	Life Insurance - HR	70.00
	64-04	Long Term Disability - HR	90.00
	64-05	Worker's Compensation Insurance - HR	60.00
	65-01	F.I.C.A - HR	4,960.00
	66-01	I.P.E.R.S. - HR	6,110.00

Services and Charges

223-2234-432.	81-01	Contracted Services	53,000.00
	89-50	Housing Rehabilitation	263,770.00
	89-60	Service Agencies	38,800.00

Capital Outlay

223-2234-432.	98-66	Sidewalk Infill	0.00
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TOTAL BLOCK GRANT FUND:

503,790.00

HOUSING VOUCHERS FUND

Personal Services

217-2214-432.	61-01	Salaries & Wages (Reg)	51,450.00
	61-02	Part-Time	41,270.00
	61-03	Overtime	0.00
	62-01	Payroll Accrual	220.00
	62-02	Severance Accrual	840.00
	64-01	Health Insurance Premiums	12,730.00
	64-02	Health Insurance Reimbursements	120.00
	64-03	Life Insurance	130.00
	64-04	Long Term Disability	160.00
	64-05	Worker's Compensation Insurance	200.00
	65-01	F.I.C.A.	7,100.00
	66-01	I.P.E.R.S.	8,750.00

Commodities

217-2214-432.	71-01	Office Supplies	300.00
	72-01	Operating Supplies	440.00
	72-11	Books, Magazines & Dues	700.00
	72-25	Mileage	100.00
	72-99	Postage	1,700.00

Services and Charges

217-2214-432.	81-01	Professional Services	21,100.00
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81-12	Computer Services	56,150.00
82-01	Telephone	1,200.00
83-05	Travel (Food/Mileage/Lodging)	1,000.00
83-06	Education & Training	3,000.00
84-01	Operating Insurance	7,420.00
89-61	Housing Assistance - Occupied	1,173,000.00
89-63	Housing Assistance - Damages	8,000.00
89-65	Administrative Fee Due Others	2,500.00
89-86	Consolidated Plan	5,000.00

TOTAL HOUSING VOUCHERS FUND:

1,404,580.00

VISITORS & TOURISM FUND

Personal Services

261-2291-423.	61-01	Salaries & Wages (Reg)	169,160.00
	61-02	Part-time	110,160.00
	62-01	Payroll Accrual	750.00
	62-02	Severance Accrual	2,760.00
	64-01	Health Insurance Premium	40,110.00
	64-02	Health Insurance Reimbursement	380.00
	64-03	Life	390.00
	64-04	Long Term Disability	510.00
	64-05	Worker's Compensation Insurance	4,090.00
	65-01	F.I.C.A.	21,370.00
	66-01	I.P.E.R.S.	26,370.00

Commodities

261-2291-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	12,000.00
	73-52	Brochures and Publications	16,000.00
	73-53	Website/CRM	29,000.00
	73-54	Promotional Items	1,000.00
	73-55	Media	66,000.00
	73-56	Research & Special Projects	3,000.00
	73-57	Gift Shop	1,000.00

Services and Charges

261-2291-423.	81-01	Professional Services	22,500.00
	81-12	Computer Services	29,010.00
	82-01	Telephone	2,700.00
	83-04	Dues & Memberships	6,500.00
	83-05	Travel	6,000.00
	83-06	Education	3,000.00
	83-07	Registration	4,000.00
	84-01	Insurance	8,060.00
	85-01	Utilities	13,500.00
	85-21	Copier Lease & Use	1,000.00
	85-23	Building Maintenance	500.00
	85-50	Community Awareness	5,000.00
	85-51	Events, Bids, & Sponsorships	17,500.00
	85-52	Grants	80,000.00
	85-54	Enhance Iowa Grants	0.00
	87-05	Vehicle Maintenance Fund	1,660.00
	88-43	Comm. Betterment Grants	11,500.00
	88-47	Economic Development Grants	62,000.00

Capital Outlay

261-2291-423.	92-01	Structures, Improve. & Buildings	114,500.00
	93-01	Equipment	2,200.00

Transfers

261-2291-483.	50-01	Transfers to General Fund	73,560.00
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TOTAL VISITORS & TOURISM FUND:

970,740.00

COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND

Capital Outlay

295-2253-423.	92-01	Structures, Improve. & Bldg-Softball	3,000.00
296-6623-423.	92-01	Structures, Improve. & Bldg-Golf	10,000.00
297-2253-423.	92-01	Structures, Improve. & Bldg-Rec. Ctr.	216,500.00
298-2280-423.	92-01	Structures, Improve. & Bldg-Hearst Center	0.00

TOTAL COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND:

229,500.00

REFUSE FUND

ADMINISTRATION

Personal Services

551-6675-436.	61-01	Salaries & Wages (Reg)	323,920.00
	61-02	Part-time	34,340.00
	62-01	Payroll Accrual	1,430.00
	62-02	Severance Accrual	5,280.00
	64-01	Health Insurance Premiums	53,470.00
	64-02	Health Insurance Reimbursements	510.00
	64-03	Life Insurance	740.00
	64-04	Long Term Disability	970.00
	64-05	Worker's Compensation Insurance	750.00
	65-01	F.I.C.A.	27,410.00
	66-01	I.P.E.R.S.	33,820.00

Commodities

551-6675-436.	71-01	Office Supplies	1,000.00
	71-06	Office Equipment Supplies	500.00
	72-01	Operating Supplies	500.00
	72-11	Books	500.00
	72-19	Printing & Supplies	500.00
	72-60	Safety Supplies	100.00
	72-99	Postage	1,000.00

Services and Charges

551-6675-436.	81-12	Computer Services	18,220.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	200.00
	83-05	Travel	750.00
	83-06	Education	3,350.00
	84-01	Operating Insurance	6,440.00
	86-01	Repair & Maintenance	500.00
	86-09	Office Equipment Maintenance	750.00

87-05	Vehicle Maintenance Fund	4,580.00
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Transfers

551-6675-486.	50-01 Transfers to General Fund	37,440.00
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TOTAL ADMINISTRATION:

561,470.00

O & M REFUSE SECTION

Personal Services

551-6685-436.	61-01	Salaries & Wages (Reg)	464,870.00
	61-02	Part-time	426,740.00
	61-03	Overtime	16,330.00
	62-01	Payroll Accrual	3,510.00
	62-02	Severance Accrual	7,580.00
	64-01	Health Insurance Premiums	140,390.00
	64-02	Health Insurance Reimbursements	1,330.00
	64-03	Life Insurance	1,070.00
	64-04	Long Term Disability	1,390.00
	64-05	Worker's Compensation Insurance	31,990.00
	64-06	Unemployment	220.00
	65-01	F.I.C.A.	67,420.00
	66-01	I.P.E.R.S.	83,200.00

Commodities

551-6685-436.	71-01	Office Supplies	2,190.00
	71-05	Advertising	1,570.00
	71-06	Office Equipment Supplies	590.00
	72-01	Operating Supplies	10,000.00
	72-11	Books, Magazines & Periodicals	250.00
	72-16	Tools	1,570.00
	72-17	Uniforms	2,500.00
	72-19	Printing & Supplies	1,670.00
	72-54	Building	7,130.00
	72-56	Flood Control	1,900.00
	72-60	Safety Supplies	4,200.00
	72-64	Automated Carts	74,850.00
	72-66	Dumpster Replacements	10,000.00
	72-99	Postage	1,570.00
	73-01	Repair & Maintenance Supplies	4,000.00
	73-05	Operating Equipment	15,000.00
	73-06	Building & Grounds	5,350.00

Services and Charges

551-6685-436.	81-01	Professional Services	3,000.00
	81-12	Computer Services	103,490.00
	81-51	Post Employment Physicals	600.00
	81-52	Drug Testing	2,000.00
	82-01	Telephone	1,600.00
	83-04	Membership Dues	600.00
	83-05	Travel	760.00
	83-06	Education	1,700.00
	84-01	Operating Insurance	23,060.00
	85-01	Utilities & Heating	48,000.00
	86-01	Operating Equipment	1,600.00
	86-09	Office Equipment	300.00
	86-12	Towels	300.00

86-34	Billing & Collecting	79,240.00
86-35	Services/Scales	7,000.00
86-36	Transfer Station Maintenance	20,000.00
86-37	Refuse Cart Tracking Software/Elect	48,000.00
87-02	Material Disposal/Handling	699,000.00
87-03	Equipment Rental	2,000.00
87-05	Vehicle Maintenance Fund	516,220.00
89-04	Sales Tax	3,000.00
89-81	Cafeteria & Benefits Plan	0.00
551-6685-426. 81-20	Disposal of Dead Animals	7,000.00

Capital Outlay

551-6685-436. 92-01	Structures, Improv., Buildings	63,330.00
551-6685-436. 93-01	Equipment	395,000.00

Transfers

551-6685-486. 50-01	Transfers to General Fund	271,990.00
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TOTAL O & M REFUSE SECTION: 3,689,170.00

TOTAL REFUSE FUND: 4,250,640.00

STORM WATER FUND

Personal Services

555-6630-432. 61-01	Salaries & Wages (Reg)	260,160.00
61-02	Part-Time	2,000.00
61-03	Overtime	3,000.00
62-01	Payroll Accrual	1,150.00
62-02	Severance Accrual	4,240.00
64-01	Health Insurance Premiums	58,100.00
64-02	Health Insurance Reimbursements	670.00
64-03	Life Insurance	600.00
64-04	Long Term Disability	780.00
64-05	Worker's Compensation Insurance	6,450.00
65-01	F.I.C.A.	20,140.00
66-01	I.P.E.R.S.	24,840.00

Commodities

555-6630-432. 72-01	Operating Supplies	2,500.00
72-08	Photography Supplies	300.00
72-26	Testing & Labs	2,000.00
73-34	Storm Sewers	22,000.00

Services and Charges

555-6630-432. 81-12	Computer Services	66,690.00
81-40	Public Information	5,000.00
82-01	Telephone	1,000.00
83-04	Membership Dues	10,000.00
83-05	Travel	1,000.00
83-06	Education & Training	2,500.00
84-01	Insurance	10,350.00
86-01	Repair Maintenance	5,000.00
86-20	Storm Sewers	25,000.00
86-26	ARC Map Modeling	5,000.00
86-34	Billing & Collecting	79,240.00
87-05	Vehicle Maintenance Fund	3,840.00

Capital Outlay

555-6630-432.	92-01	Structures, Improve. & Bldgs.	681,000.00
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Transfers

555-6630-432.	50-01	Transfers to General Fund	163,370.00
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TOTAL STORM WATER FUND:

1,467,920.00

SEWER RENTAL FUND

SEWER REVENUE BOND FUND

Capital Outlay

545-6655-436.	96-78	Nutrient Reduction Improvements	0.00
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TOTAL SEWER REVENUE BOND FUND:

0.00

WATER RECLAMATION

Personal Services

552-6665-436.	61-01	Salaries & Wages (Reg)	1,030,600.00
	61-02	Part-Time	53,330.00
	61-03	Overtime	16,000.00
	62-01	Payroll Accrual	4,560.00
	62-02	Severance Accrual	16,800.00
	64-01	Health Insurance Premiums	246,430.00
	64-02	Health Insurance Reimbursements	2,790.00
	64-03	Life Insurance	2,370.00
	64-04	Long Term Disability	3,090.00
	64-05	Worker's Compensation Insurance	20,870.00
	65-01	F.I.C.A.	80,080.00
	66-01	I.P.E.R.S.	98,830.00

Commodities

552-6665-436.	71-01	Office Supplies	500.00
	71-06	Office Equipment Supplies	1,200.00
	72-05	Fuel for Generator	2,000.00
	72-11	Books, Magazines & Periodicals	300.00
	72-16	Tools	3,000.00
	72-17	Uniforms	3,000.00
	72-19	Printing & Supplies	500.00
	72-60	Safety Supplies	8,000.00
	72-99	Postage	1,000.00
	73-05	Operating Equipment	103,000.00
	73-06	Building & Grounds	8,000.00
	73-31	Lab Supplies & Equipment	16,000.00
	73-67	Odor Control	10,000.00
	73-68	Polymer	40,000.00
	74-05	Operating Equip. - Collections System	10,000.00
	74-06	Building & Grounds - Lift Stations	6,000.00
	74-13	PW Repair Equip & Supplies	40,000.00
	74-19	Barricades & Flashers - Sewer	1,000.00
	74-27	Iowa OneCall	5,500.00
	74-36	Supplies/Sanitary Lift Stations	35,000.00
	74-53	CCTV Equipment & Supplies	14,000.00
	74-56	Flood Control - Sewer	2,000.00

Services and Charges

552-6665-436.	81-12	Computer Services	148,530.00
	81-51	Post Employment Physicals	1,100.00
	81-52	Drug Testing	1,000.00
	81-59	Regionalization Study	0.00
	82-01	Telephone	3,500.00
	82-04	Radio	1,500.00
	83-04	Membership Dues	4,000.00
	83-05	Travel	1,000.00
	83-06	Education & Training	5,000.00
	84-01	Operating Insurance	31,600.00
	85-01	Public Utility Service	385,000.00
	86-01	Repair & Maintenance	50,000.00
	86-09	Office Equipment	500.00
	86-12	Services/Towels	1,500.00
	86-29	Services/Lab & Testing	25,000.00
	86-33	Services/Sludge Removal	20,000.00
	86-34	Services/Billing & Collecting	79,240.00
	86-61	Repairs & Maintenance - Lift Stations	25,000.00
	86-62	Sanitary Sewers - Manhole & Spot Repair	30,000.00
	86-63	Sanitary Sewers - Root Control	30,000.00
	87-03	Rental Equipment	5,000.00
	87-05	Vehicle Maintenance Fund	106,360.00
	89-04	Sales Tax	95,000.00
	89-09	Farm Lease	121,000.00
	89-81	Cafeteria & Benefits Plan	0.00

Capital Outlay

552-6665-436.	92-01	Structures, Improve. & Bldgs. - Water Rec	950,000.00
	92-03	Structures, Improve. & Bldgs. - Sewer	0.00
	93-01	Equipment	225,000.00

Transfers

552-6665-486.	43-01	Transfers to Debt Service	2,445,100.00
	50-01	Transfers to General Fund	299,980.00
	50-02	Transfers to Refuse Fund	187,160.00

TOTAL WATER RECLAMATION: 7,163,820.00

TOTAL SEWER RENTAL FUND: 7,163,820.00

STREET CONSTRUCTION FUND

O & M STREET SECTION

Personal Services

206-6637-436.	61-01	Salaries & Wages (Reg)	1,135,650.00
	61-02	Part-time	58,140.00
	61-03	Overtime	20,450.00
	62-01	Payroll Accrual	6,500.00
	62-02	Severance Accrual	18,510.00
	64-01	Health Insurance Premiums	312,610.00
	64-02	Health Insurance Reimbursements	3,420.00
	64-03	Life Insurance	2,610.00
	64-04	Long Term Disability	3,410.00

64-05	Worker's Compensation Insurance	43,260.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	91,330.00
66-01	I.P.E.R.S.	112,700.00
<u>Commodities</u>		
206-6637-436.	71-01 Office Supplies	530.00
	71-06 Office Equipment Supplies	280.00
	72-11 Books, Magazines & Periodicals	470.00
	72-16 Tools	3,600.00
	72-17 Uniforms	4,000.00
	72-19 Printing & Supplies	190.00
	72-54 Building	2,880.00
	72-56 Flood Control	5,700.00
	72-57 Ice Control	300,000.00
	72-58 Dust Control	240.00
	72-60 Safety Supplies	5,580.00
	72-61 Weather Scan Program	2,380.00
	73-05 Operating Equipment	21,220.00
	73-06 Building & Grounds	4,750.00
	73-19 Barricades & Flashers	3,800.00
	73-28 Sidewalks	6,000.00
	73-30 Bridges	0.00
	73-32 Streets	169,750.00
	73-35 Brush/Weed Control	0.00
	73-37 Crack Sealing	50,000.00
<u>Services and Charges</u>		
206-6637-436.	81-12 Computer Services	214,910.00
	81-18 INRCOG	7,330.00
	81-51 Post Employment Physicals	3,000.00
	81-52 Drug Testing	3,000.00
	81-70 Contracted Services	10,000.00
	82-01 Telephone	2,400.00
	83-04 Membership Dues	930.00
	83-05 Travel	1,760.00
	83-06 Education & Training	3,540.00
	84-01 Operating Insurance	44,090.00
	85-01 Utilities	47,000.00
	86-01 Operating Supplies	4,650.00
	86-09 Office Equipment Maintenance	550.00
	86-12 Towels	100.00
	87-03 Equipment Rental	4,000.00
	87-05 Vehicle Maintenance Fund	646,600.00
	89-81 Cafeteria & Benefits Plan	0.00
<u>Capital Outlay</u>		
206-6637-436.	92-01 Structures, Improvements & Buildings	2,943,340.00
	93-01 Equipment	70,000.00
<u>Transfers</u>		
206-6637-486.	50-01 Transfers to General Fund	293,980.00
	50-02 Transfers to Refuse Fund	187,160.00
TOTAL O & M STREET SECTION:		6,878,300.00

TRAFFIC OPERATIONS DIVISION

Personal Services

206-6647-436.	61-01	Salaries & Wages (Reg)	248,220.00
	61-02	Part-time	10,000.00
	61-03	Overtime	1,030.00
	62-01	Payroll Accrual	1,100.00
	62-02	Severance Accrual	4,050.00
	64-01	Health Insurance Premiums	64,150.00
	64-02	Health Insurance Reimbursements	670.00
	64-03	Life Insurance	570.00
	64-04	Long Term Disability	750.00
	64-05	Worker's Compensation Insurance	5,970.00
	65-01	F.I.C.A.	18,990.00
	66-01	I.P.E.R.S.	23,430.00

Commodities

206-6647-436.	71-01	Office Supplies	170.00
	72-01	Operating Supplies	19,000.00
	72-11	Books, Magazines & Periodicals	170.00
	72-16	Tools	2,000.00
	72-17	Uniforms	590.00
	72-19	Printing & Supplies	90.00
	72-60	Safety Supplies	1,080.00
	72-62	Paint	29,500.00
	72-63	Cones	190.00
	73-12	Traffic Signals	18,500.00
	73-19	Barricades	760.00
	73-20	Posts	15,000.00
	73-25	Traffic Signs	26,000.00

Services and Charges

206-6647-436.	81-12	Computer Services	36,540.00
	82-01	Telephone	1,000.00
	82-04	Radio	100.00
	83-04	Membership Dues	250.00
	83-05	Travel	1,180.00
	83-06	Education & Training	4,950.00
	84-01	Operating Insurance	7,790.00
	86-01	Repairs & Maintenance	3,500.00
	86-19	Traffic Signal Repair	4,200.00
	86-71	Paint Traffic Signal Poles	2,000.00
	86-72	Contract Street Painting	62,000.00
	87-03	Equipment Rental	1,400.00
	87-05	Vehicle Maintenance Fund	18,130.00

Capital Outlay

206-6647-436.	92-01	Structures, Improvements & Buildings	200,000.00
	93-01	Equipment	45,000.00

Transfers

206-6637-486.	50-01	Transfers to General Fund	40,930.00
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TOTAL TRAFFIC OPERATIONS DIVISION: 920,950.00

TOTAL STREET CONSTRUCTION FUND: 7,799,250.00

ARPA FUND

Capital Outlay

410-1220-431	96-88	Main St. - Sewer & Stormwater	0.00
	96-78	Nutrient Reduction Improvements	400,000.00

TOTAL ARPA FUND:

400,000.00

VEHICLE MAINTENANCE FUND

Personal Services

685-6698-446.	61-01	Salaries & Wages (Reg)	473,240.00
	61-02	Part-time	10,970.00
	61-03	Overtime	5,150.00
	62-01	Payroll Accrual	2,090.00
	62-02	Severance Accrual	7,710.00
	64-01	Health Insurance Premiums	128,290.00
	64-02	Health Insurance Reimbursements	1,330.00
	64-03	Life Insurance	1,090.00
	64-04	Long Term Disability	1,420.00
	64-05	Worker's Compensation Insurance	7,040.00
	64-06	Unemployment	8,260.00
	65-01	F.I.C.A.	37,040.00
	66-01	I.P.E.R.S.	45,710.00

Commodities

685-6698-446.	71-01	Office Supplies	910.00
	71-06	Office Equipment Supplies	480.00
	72-01	Operating Supplies	1,480.00
	72-05	Gas, Oil & Diesel Fuel	538,000.00
	72-08	Photography	0.00
	72-11	Books, Magazines & Periodicals	290.00
	72-16	Tools	7,850.00
	72-17	Uniforms	1,560.00
	72-19	Printing & Supplies	280.00
	72-54	Building	3,580.00
	72-60	Safety Supplies	2,150.00
	73-04	Supplies/Vehicles	500,000.00

Services and Charges

685-6698-446.	81-12	Computer Services	93,980.00
	82-01	Telephone	1,500.00
	83-04	Membership Dues	500.00
	83-05	Travel	1,900.00
	83-06	Education & Training	1,500.00
	84-01	Operating Insurance	109,210.00
	86-01	Operating Equipment	1,500.00
	86-04	Radio & Communications	22,000.00
	86-09	Office Equipment	900.00
	86-11	Vehicle Maintenance Software Updates	20,120.00
	86-12	Towels	1,600.00
	86-15	Tire Repairs	16,500.00
	87-01	Equipment Rentals	2,000.00
	87-07	Shop Equipment	2,500.00
	87-08	Work by outside agency	100,000.00

Capital Outlay

685-6698-446. 92-01	Structure Improvements & Bldgs.	0.00
685-6698-446. 93-01	Equipment	527,000.00
685-6698-446. 93-04	Equipment - Refurbish Vehicles	30,000.00

TOTAL VEHICLE MAINTENANCE FUND: 2,718,630.00

GRAND TOTAL APPROPRIATIONS 2024-2025: 121,481,550.00

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2024.

ADOPTED: _____
Daniel Laudick, Mayor

ATTEST: _____
Kim Kerr, CMC, City Clerk

**CITY OF CEDAR FALLS
FY25 BUDGET
REVENUES**

ACCOUNT NUMBER	REVENUE CATEGORY	BUDGET AMOUNT
101-0000-311.01-00	Tax - Property - General	17,728,850
101-0000-312.00-00	Tax - Agricultural Land	18,440
101-4511-311.08-00	Tax - Property - EMA	1,193,980
101-0000-321.00-00	Utility Tax Replacement	35,200
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-342.06-00	State Backfill	410,190
101-0000-342.07-00	State Backfill - BPTR	330,290
101-0000-344.04-00	Transfer - Utilities (General)	1,400,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	30,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	1,168,020
101-0000-382.01-07	Transfer - Trust & Agency	3,095,230
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	4,000
101-1008-334.00-00	Liquor Licenses	80,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	443,260
101-1028-371.02-00	Cafeteria Plan	0
101-1199-311.03-00	Tax - Property - Insurance	264,640
101-1199-311.04-00	Tax - Property - Transit	488,570
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	50,000
101-1199-343.07-02	Grants - Police Officer	50,000
101-1199-343.07-04	Grants - Fire Equipment	5,000
101-2245-371-07-01	Economic Development	5,000
101-6625-350.01-00	Subdivision Inspections	20,000
101-6625-382.01-06	Engineering Design/Property Acq/Carryove	600,000
101-6625-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	900,000
101-2235-337.00-00	Miscellaneous Permits	10,000
101-2235-357.01-00	Electrical Inspections	60,000
101-2235-357.02-00	Mechanical Inspections	90,000
101-2235-357.03-00	Plumbing Inspections	75,000
101-2245-357.45-01	Planning & Zoning Fees	35,000
101-2205-311.05-00	Tax - Property - Band	0

101-2205-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	600,000
101-2205-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-2205-323.09-00	Tax - Hotel/Motel - Tourism Office	30,000
101-2205-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	60,000
101-2205-323.16-00	Tax - Hotel/Motel - Additional	0
101-2205-323.13-00	Tax - Hotel/Motel - Tourism Fund	146,000
101-2205-323.14-00	Tax - Hotel/Motel - Carryover	0
101-2205-323.15-00	Tax-Hotel/Motel-HLS Capital	42,000
101-6613-338.00-00	Burial Permits	70,000
101-6613-356.51-00	Cemetery Lot Sales	70,000
101-6613-356.52-00	Marker Permits	5,000
101-6613-361.02-00	Interest - Cemetery	24,310
101-6623-356.26-00	Golf Contract	10,000
101-6633-323.04-00	Tax - Hotel/Motel - Park Improvement	108,000
101-6633-339-00-00	Paw Park Permits	4,000
101-6633-356.61-00	Park Receipts	5,000
101-2253-356.31-01	Rec. Center - Daily Admission	36,000
101-2253-356.31-02	Recreation - Special Programs	14,000
101-2253-356.31-04	Recreation - Youth Sports	128,000
101-2253-356.31-05	Recreation - Adult Sports	50,000
101-2253-356.31-10	Recreation - Shelter Rental	22,800
101-2253-356.31-13	Rec. Center - Rec Center Memberships	328,700
101-2253-356.31-14	Recreation - Adult Exercise Program	10,000
101-2253-356.31-15	Recreation - Child Care	2,000
101-2253-356.31-16	Recreation - Youth Camp	72,000
101-2253-356.31-17	Rec Center - Birthday Facility Rentals	2,000
101-2253-356.31-19	Recreation - Drop In Concessions	4,500
101-2253-356.31-22	Recreation - Ballfield Rentals	5,000
101-2253-356.32-01	Recreation - Swim Lessons	48,000
101-2253-356.32-02	Recreation - Indoor Pool Admission	11,000
101-2253-356.32-03	Recreation - The Falls Rental	29,000
101-2253-356.32-04	Recreation - The Falls Season Pass	224,000
101-2253-356.32-05	Recreation - The Falls Admissions	224,000
101-2253-356.32-06	Recreation - The Falls Concessions	90,000
101-2253-356.32-07	Recreation - Indoor Pool Rental	19,000
101-2253-356.32-08	Recreation - Indoor Pool Winter Passes	3,000
101-2253-356.32-09	Recreation - Aquatic Program	2,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	32,000
101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	20,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000
101-1060-356.79-02	Library - Donations & Sponsorship	30,000

101-1061-311.06-00	Tax - Property - Library	0
101-2280-323.03-00	Tax - Hotel/Motel - Cultural	204,000
101-2280-356.11-00	Cultural - Art Sho	0
101-2280-356.12-00	Cultural - Fees	50,000
101-2280-356.13-00	Cultural - Membership	15,000
101-2280-356.18-00	Cultural - Friends/ACB	30,000
101-2280-356.15-00	Cultural - Product Fees	5,000
101-2280-356.16-00	Cultural - New Program Sponsors	1,000
101-2280-373.04-00	Donations - Exhibit Sponsorship	5,000
101-4511-344.01-00	Fire Protection - Rural	69,520
101-4511-344.02-00	Fire Protection - UNI	817,220
101-4511-358.11-00	Fire Receipts	25,000
101-4511-358.12-00	Fire Commercial Inspections	60,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	160,000
101-5521-372.01-00	Fines & Forfeitures	150,000
101-5521-372.03-00	Code Enforcement	5,000
101-6616-371.04-00	Public Buildings	5,000
101-6616-382.01-01	Transfer - Public Buildings Maint.	349,080
TOTAL GENERAL FUND REVENUE		33,454,300
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206-0000-300.00-00	Cash Carryover	2,374,420
206-0000-371.01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	5,414,830
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215-0000-300.00-00	Cash Carryover	(1,465,450)
215-0000-382-11-01	Transfer - Sewer	789,450
215-0000-361.01-00	Interest Income	681,900
215-0000-362.01-00	Lease Income	171,800
215-0000-362.02-00	Sewer Farm Lease	125,000
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217-0000-341.03-00	Housing Vouchers	1,404,580
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223-0000-341.01-00	Block Grant	503,790
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242-0000-300.00-00	Cash Carryover	2,352,500
242-0000-324.00-00	Local Sales Tax	7,300,000
242-0000-361.01-00	Interest	400,000
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254-0000-300.00-00	Cash Carryover	339,110
254-0000-359.01-01	Cable Television Franchise Fees	420,000
254-0000-359.01-02	Peg Fees	25,000
254-0000-361.01-00	Interest Income	40,000
254-0000-371.01-00	Miscellaneous	1,500
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258-0000-300.00-00	Cash Carryover	215,200
258-0000-353.01-00	Meter Collections	15,000
258-0000-353.02-00	Parking Violations	130,000
258-0000-353.03-00	Parking Permits	35,000

258-0000-361.01-00	Interest	5,000
261-0000-300.00-00	Cash Carryover	145,740
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	600,000
261-0000-361.01-00	Interest Income	20,000
261-0000-362.10-00	Building Rental Fees	1,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-371.10-02	Media Income	2,000
261-0000-371.10-03	Brochures & Pub Income	15,000
261-0000-382.61-01	Building Reserve Transfer	30,000
261-0000-382.61-02	Tourism Marketing Transfer	146,000
262-0000-300.00-00	Cash Carryover	0
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	2,930
262-0000-371.01-00	Miscellaneous	0
262-0000-371.10-10	Trips/Buses	11,000
262-0000-382.62-01	General Fund Support	115,000
295-0000-355.40-00	Softball Fees	3,000
296-0000-355.20-00	Golf Course Capital Improvements	10,000
297-0000-355.30-00	Rec Center Fees	216,500
298-0000-355.10-00	Cultural Capital Fees	0
311-0000-300.00-00	Cash Carryover	0
311-0000-311.11-00	Debt Service Tax - Property	1,466,500
311-0000-313.01-00	Debt Service TIF - Industrial Park	4,062,700
311-0000-382.11-01	Debt Service Transfer	2,563,100
410-0000-300.00-00	Cash Carryover	400,000
430-0000-300.00-00	Cash Carryover	4,566,370
430-0000-341.11-10	Federal/State Funding	0
430-0000-382.30-01	TIF Transfer	7,998,270
434-0000-371.01-00	Miscellaneous	1,262,500
434-0000-381.00-00	Bond Proceeds	2,919,500
443-0000-300.00-00	Cash Carryover	4,092,910
443-0000-313.02-00	TIF Revenues - Downtown	2,815,010
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	399,850
443-0000-313.07-00	TIF Revenues - College Hill	418,200
443-0000-313.08-00	TIF Revenues - South Cedar Falls	302,510
443-0000-371.01-00	Miscellaneous Income	261,440
443-0000-371.91-00	Capital Projects Funds	0
443-0000-341.05-00	Federal/State Funding	3,320,420
443-0000-361.01-00	Interest Income	500,000
443-0000-382-43-04	Transfers	0
443-0000-344.04-00	CFU Transfer	1,200,000
483-0000-300.00-00	Cash Carryover	3,880,000
483-0000-371.16-00	Transfers	400,000

545-0000-300.00-00	Cash Carryover	0
545-0000-381.00-00	Bond Proceeds	0
551-0000-300.00-00	Cash Carryover	374,320
551-0000-351.01-00	Refuse Collections	2,900,000
551-0000-351.02-00	Transfer Station Fees	280,000
551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-361.01-00	Interest - Refuse	100,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-371.22-00	Recycling	200,000
551-0000-382.51-01	Transfer - Sewer Rental	187,160
551-0000-382.51-02	Transfer - Street Construction	187,160
552-0000-300.00-00	Cash Carryover	(2,474,390)
552-0000-352.01-00	Sewer Rental - Collections	9,005,610
552-0000-352.02-00	Industrial User Fees	30,000
552-0000-361.01-00	Interest - Sewer Rental	500,000
552-0000-362.03-00	Farm Rental	97,600
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
555-0000-300.00-00	Cash Carryover	97,700
555-0000-350.02-01	Storm Water Fees	1,330,220
555-0000-350.02-02	Permit & Review Fees	10,000
555-0000-361.01-00	Interest	30,000
606-0000-300.00-00	Cash Carryover	107,500
606-0000-382.01-05	Transfers	0
606-0000-354.01-00	Data Processing	1,906,980
685-0000-300.00-00	Cash Carryover	300,000
685-0000-354.02-00	Vehicle Rental Fees	402,000
685-0000-354.03-00	Vehicle Maintenance Fees	1,966,630
685-0000-361.01-00	Interest-Vehicle Maintenance	20,000
685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
292-0000-300.00-00	Cash Carryover	0
292-0000-311.21-00	Tax Property - Retirement & Pension	940,510
292-0000-361.01-00	Interest Income	146,260
293-0000-300.00-00	Cash Carryover	0
293-0000-311.21-00	Tax Property - Retirement & Pension	583,030
293-0000-361.01-00	Interest Income	127,680
724-0000-300.00-00	Cash Carryover	0
724-0000-311.22-00	Trust & Agency	3,095,230
724-0000-311.32-00	S.S.M.I.D - college hill	17,290
724-0000-311.31-00	S.S.M.I.D - downtown	54,680
	TOTAL USER FUND REVENUE	88,027,250
	TOTAL FY25 BUDGET REVENUE	121,481,550

Description	Transfer From	Transfer To	Amount
Debt Service	General Fund	Debt Service Fund	0.00
Admin Allocation	General Fund	General Fund	189,260.00
Building Maintenance	General Fund	General Fund	112,010.00
Admin Allocation	Cable Fund	General Fund	74,420.00
Building Maintenance	Cable Fund	General Fund	13,370.00
Admin Allocation	Parking Fund	General Fund	33,010.00
TIF Transfers	Debt Service Fund	TIF Fund	4,062,700.00
TIF Transfers	Capital Projects Fund	TIF Fund	3,935,570.00
Employee Benefits	Trust & Agency Fund	General Fund	3,095,230.00
SSMID - Downtown	Trust & Agency Fund	SSMID Fund	54,680.00
SSMID - College Hill	Trust & Agency Fund	SSMID Fund	17,290.00
Engineering Designs/Prop Acq/Carryove	Capital Projects	General Fund	600,000.00
Admin Allocation	Senior Services & Community Center	General Fund	8,850.00
Building Maintenance	Senior Services & Community Center	General Fund	22,930.00
Admin Allocation	Storm Water Fund	General Fund	45,370.00
Building Maintenance	Sewer Fund	General Fund	60,680.00
PW Admin Allocation	Sewer Fund	Refuse Fund	187,160.00
Admin Allocation	Sewer Fund	General Fund	239,300.00
Admin Allocation	V&T Fund	General Fund	54,830.00
Building Maintenance	V&T Fund	General Fund	18,730.00
Admin Allocation	Refuse Fund	General Fund	37,440.00
Building Maintenance	Refuse Fund	General Fund	60,680.00
Admin Allocation	Refuse Fund	General Fund	211,310.00
Admin Allocation	Street Construction Fund	General Fund	40,930.00
Building Maintenance	Street Construction Fund	General Fund	60,680.00
Admin Allocation	Street Construction Fund	General Fund	233,300.00
PW Admin Allocation	Street Construction Fund	Refuse Fund	187,160.00
Data Processing Transfer	General	Data Processing Fund	1,076,500.00
Data Processing Transfer	Cable Fund	Data Processing Fund	24,920.00
Data Processing Transfer	Block Grant Fund	Data Processing Fund	17,260.00

Description	Transfer From	Transfer To	Amount
Data Processing Transfer	Housing Assistance Fund	Data Processing Fund	56,150.00
Data Processing Transfer	Storm Water Fund	Data Processing Fund	66,690.00
Data Processing Transfer	V&T Fund	Data Processing Fund	29,010.00
Data Processing Transfer	Senior Services & Community Center	Data Processing Fund	4,410.00
Data Processing Transfer	Parking Fund	Data Processing Fund	16,410.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	18,220.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	103,490.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	148,530.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	214,910.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	36,540.00
Data Processing Transfer	Vehicle Maintenance Fund	Data Processing Fund	93,980.00
Insurance Transfer	General Fund	Insurance Fund	365,470.00
Insurance Transfer	Cable Fund	Insurance Fund	6,170.00
Insurance Transfer	Data Processing Fund	Insurance Fund	14,650.00
Insurance Transfer	Block Grant Fund	Insurance Fund	1,820.00
Insurance Transfer	Housing Assistance Fund	Insurance Fund	7,420.00
Insurance Transfer	Storm Water Fund	Insurance Fund	10,350.00
Insurance Transfer	V&T Fund	Insurance Fund	8,060.00
Insurance Transfer	Senior Services & Community Center	Insurance Fund	1,140.00
Insurance Transfer	Parking Fund	Insurance Fund	4,570.00
Insurance Transfer	Refuse Fund	Insurance Fund	6,440.00
Insurance Transfer	Refuse Fund	Insurance Fund	23,060.00
Insurance Transfer	Sewer Fund	Insurance Fund	31,600.00
Insurance Transfer	Street Construction Fund	Insurance Fund	44,090.00
Insurance Transfer	Street Construction Fund	Insurance Fund	7,790.00
Insurance Transfer	Vehicle Maintenance Fund	Insurance Fund	109,210.00
Vehicle Maintenance Transfer	General Fund	Vehicle Maintenance Fund	1,105,400.00
Vehicle Maintenance Transfer	Storm Water Fund	Vehicle Maintenance Fund	3,840.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	4,580.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	516,220.00
Vehicle Maintenance Transfer	Sewer Fund	Vehicle Maintenance Fund	106,360.00

Description	Transfer From	Transfer To	Amount
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	646,600.00
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	18,130.00
Vehicle Maintenance Transfer	Cable Fund	Vehicle Maintenance Fund	13,810.00
Vehicle Maintenance Transfer	V&T Fund	Vehicle Maintenance Fund	1,660.00
Vehicle Maintenance Transfer	Parking Fund	Vehicle Maintenance Fund	2,050.00
General Fund Support	General Fund	Senior Services & Comm. Cntr. Fund	115,000.00
One-Time Capital Project	General Fund	Capital Projects Fund	410,190.00
TIF Transfer	General Fund	Capital Projects Fund	400,000.00
General Fund Savings	General Fund	Capital Projects Fund	4,000,000.00
Debt Service	Storm Water Fund	Debt Service Fund	118,000.00
Debt Service	Sewer Fund	Debt Service Fund	1,394,210.00
Internal Financing	Sewer Fund	Health Trust Fund	789,450.00
Internal Financing	Sewer Fund	Capital Projects Fund	261,440.00
Building Loan Repayment	V&T Fund	Capital Projects Fund	10,000.00
Equipment Reserve	General Fund	Capital Projects Fund	11,000.00
Trail Maintenance Reserve	General Fund	Capital Projects Fund	60,000.00
Tourism Marketing Fund	General Fund	Capital Projects Fund	146,000.00
Park & Rec Capital Project	General Fund	Capital Projects Fund	42,000.00
Building Loan Repayment	General Fund	Capital Projects Fund	30,000.00
Public Art	General Fund	Hearst Capital	30,000.00
TIF Transfers	TIF Fund	Bond Fund	3,519,490.00
TIF Transfers	TIF Fund	Economic Development Fund	2,411,450.00
TIF Transfers	TIF Fund	CFU	500,000.00
TIF Transfers	TIF Fund	Stormwater Fund	349,450.00
TIF Transfers	TIF Fund	Parking Fund	12,260.00
TIF Transfers	TIF Fund	Street Repair Fund	1,205,620.00
Farm Lease	Sewer Fund	Health Trust Fund	121,000.00



OFFICE OF MAYOR

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

INTEROFFICE MEMORANDUM

TO: Council Members
FROM: Mayor Laudick
DATE: June 12, 2024
SUBJECT: City Administrator Contract

Recently, there have been discussions by council members about having an employment contract with City Administrator Gaines. Based on my review it's a common practice for City Managers and Administrators to have a written employment contract, and this contract has been prepared at my direction based on review of other comparative contracts. I have reviewed the contract with staff legal counsel, and have also reviewed it with Mr. Gaines.

Attached is the contract for your review and approval. The contract is similar to other city contracts and the CFU general manager contract. The role remains an at-will position as it currently is, but this contract provides certain provisions that weren't previously addressed. Please review the contract in full, but a few specific provisions I'd like to point out for visibility include:

- Severance for the City Administrator if the individual is fired without cause;
- A stipend for mileage reimbursement as opposed to the current requirement for the Administrator to track all of their mileage;
- Limitations on outside employment for the City Administrator;
- And while already required by ordinance, this contract reiterates the importance and requirement of the Mayor to perform an annual employee performance review of the City Administrator with Council input.

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

CITY OF CEDAR FALLS
EMPLOYMENT AGREEMENT
CITY ADMINISTRATOR

This Employment Agreement is entered into on this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa (“City”) and Ronald S. Gaines (“Employee”).

WITNESSETH

WHEREAS, the City desires to continue the services of the Employee as City Administrator of the City of Cedar Falls; and

WHEREAS, the Employee desires to accept continued employment as City Administrator conditioned on the agreements and commitments set forth herein; and

WHEREAS, the parties consider it to be in their best interests to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements contained herein, the parties agree as follows:

1. Employment. The City hereby agrees to continue the employment of the Employee as City Administrator of the City of Cedar Falls, Iowa, and the Employee accepts such employment upon the terms and conditions set forth herein.

2. Duties. During the term of Employee’s employment as City Administrator, Employee shall carry out the duties specified under the Code of Ordinances of the City of Cedar Falls, Iowa, Section 2-218, and as also specified in the City’s Job Classification for the position of City Administrator, and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time prescribe. During the term of Employee’s employment hereunder, Employee shall devote Employee’s full time, attention, energy, skill, and best efforts to the business and affairs of the City and shall perform faithfully and to the fullest extent of Employee’s ability all duties which relate to Employee’s position as City Administrator. Employee shall not, during the term of this Agreement, engage in any other employment or activity under contract for remuneration.

3. Term. This Agreement shall remain in full force and effect from July 6, 2024, until terminated by the City or Employee as provided in Section 12 of this Agreement. February 16 shall continue to serve as the anniversary date for the accrual and earning of Employee’s benefits.

4. Compensation. Commencing as of July 6, 2024, Employee shall receive an annual salary of \$ 233,041.12, payable in accordance with the established pay periods of the City.

Employee agrees that all legally required deductions shall be made from Employee's pay, and Employee may request additional deductions as allowed in the City's personnel and pay policies. Annual adjustments to compensation shall be made as provided in Section 11 below. Consistent with the City's pay practices, annual adjustments to compensation shall become effective on the first day of the pay period which begins between the dates of June 24 and July 7, inclusive, of each year.

5. Hours of Work. It is recognized that Employee must devote a great deal of time outside normal office hours to the business of the City and, to that end, Employee will be allowed to establish an appropriate work schedule and take time off work, as Employee shall deem appropriate and as approved by the Mayor, during said normal office hours. It is recognized that the position of City Administrator is an exempt position for purposes of the Fair Standards Labor Act (FSLA) and state law.

6. Benefits. During the term of Employee's employment as City Administrator Employee shall be entitled to participate in and to receive the employee benefits of the City's other full time employees as provided in the City's personnel policies, including, but not limited to, health and prescription insurance, life insurance, workers compensation, paid holidays, longevity pay and contributions to the applicable pension system. In addition, the following shall apply:

- A. Vacation. Employee shall be credited with the number of hours of paid vacation accrued and earned as of the effective date of this Agreement. Employee shall continue to accrue, earn, use and carry over paid vacation time off according to the City's personnel policies with an anniversary date of February 16.
- B. Sick Leave. Employee shall be credited with the number of hours of sick leave accrued and earned as of the effective date of this Agreement. Employee shall continue to accrue sick leave as provided for in the City's personnel policies.
- C. Other Benefits. All other benefits shall be provided to and used by Employee as provided in the City's personnel policies as the same may be modified from time to time.

7. Automobile Expenses. The City recognizes that the duties of the City Administrator position require frequent travel, both locally and regionally. Rather than providing a City vehicle for such purposes, the City agrees to reimburse Employee in the amount of \$ 200.00 per pay period. This transportation allowance may be subject to adjustment on an annual basis as mutually agreed by the Employee and the Mayor, up to a maximum annual adjustment of 5 %. No additional mileage expense shall be provided by the City. Employee agrees to provide as requested by the City sufficient proof as determined by the City of auto liability insurance as required by the City's insurance carriers. Employee acknowledges that this automobile expense reimbursement may be subject to taxation under IRS regulations.

8. Travel Expense Reimbursement. Employee shall be entitled to reimbursement of all expenses properly and reasonably incurred on behalf of, or in furtherance of, the business of the City. Notwithstanding the foregoing, automobile expenses are to be reimbursed as provided in Section 7. Expense reimbursement under this Section shall include, but not necessarily be

limited to, meals, lodging, and air fare. Covered travel shall include, in addition to routine City business travel, attendance at professional meetings, seminars, and institutes which will assist Employee in Employee's professional development and in carrying out the specific responsibilities of Employee's position as City Administrator. Employee shall submit an itemized accounting to the City of all such expenses with any substantiation which may be required by the City and as provided in the City's personnel and finance policies.

9. Subscriptions. City agrees to budget for and pay the cost of subscriptions to professional publications deemed by the Employee as necessary and appropriate in consideration of Employee's position as City Administrator.

10. Professional Membership Dues and Fees. City agrees to budget for and pay the cost of Employee's membership in professional associations and organizations necessary and desirable for Employee's continued professional participation, growth, advancement, and for the good of the City. The parties specifically contemplate that such associations and organizations include those related to the City Administrator position. The City further agrees to budget for and pay the cost of licensure and certification as reasonably necessary for the position of City Administrator. Budgeting and payment shall include all continuing education necessary to maintain such membership, licensure and certification. Travel expense reimbursement for such purposes shall be as provided in Sections 7 and 8.

11. Annual Performance Evaluation. During the term of this Agreement, the Mayor shall evaluate Employee's performance at least annually prior to December 31 of each year with input from the City Council. The Mayor shall complete such evaluation annually even if timely or meaningful input is not received from any individual member(s) of the City Council. Employee's evaluation shall be based on Employee's performance of duties as City Administrator as well as the accomplishment of goals reasonably established each year by the Mayor. Such performance evaluation may be in executive session of the City Council as provided by law. The results of such evaluation shall serve as the basis for the salary of the Employee for the following year.

12. Termination.

- A. Death. This Agreement shall immediately terminate upon the death of the Employee, in which event the City shall not thereafter be obligated to make any further payments hereunder other than amounts accrued and earned as of the date of death and amounts payable to the Employee's beneficiaries under the various benefit plans in which the Employee was participating as of the date of death.
- B. On Notice by Employer. The City may, in its discretion, terminate this Agreement at any time without a showing of cause by a majority vote of the City Council as provided in the Code of Ordinances. Termination shall become effective immediately upon written notice to Employee or at such later time as may be specified in a written notice. Any reduction in Employee's pay or benefits, except for reduction as part of a general cost-saving measure involving the pay or benefits of City employees generally, shall be considered termination on Notice by Employer, unless accepted by Employee.

After such termination, all rights, duties and obligations of both parties shall cease, except:

- i. Employer shall pay to Employee in a lump sum the amount of the Employee's then current gross annual salary as agreed upon severance in exchange for a signed Release from Employee as the City may require.
 - ii. Employee shall be entitled to all amounts accrued and earned as of the date of termination as well as amounts payable to the Employee under the various benefit plans in which the Employee is participating as of the date of termination.
 - iii. Employee shall be entitled to participate in the City's sick leave severance program, if eligible as of the date of such notice, as provided in the City's personnel policies.
- C. Termination for Cause. This Agreement may be terminated by the City immediately for cause, in which event the City shall not be obligated to make any further payments hereunder other than amounts accrued and earned as of the date of termination. After such termination, all rights, duties, and obligations of the parties shall cease. For purposes of this Agreement, "cause" include, but not be limited to, the following, to be determined in the sole judgment of the City Council, reasonably exercised:
- i. Employee's fraud, misappropriation, dishonesty, or other willful misconduct;
 - ii. Employee's conviction of a felony;
 - iii. Any act or acts of Employee that would constitute grounds for termination of employment of any other management employee under the City's employment policies;
 - iv. Employee's failure or refusal to faithfully or diligently perform the provisions of this Agreement, provided that the City shall be obligated to give Employee at least thirty (30) days prior notice of such violation, and no breach shall be deemed to have occurred hereunder if Employee cures the same breach within such thirty (30) day period, or, if the same cannot reasonably be cured within thirty (30) days, if within such period Employee commences such cure and proceeds diligently thereafter to accomplish the same.
- D. On Notice by Employee. This Employment Agreement may be terminated by Employee upon giving at least four weeks' written notice to the City of the last day work duties will be performed, or at least ninety (90) days advance written notice to the City of the last day work duties will be performed if Employee is retiring. Employee may be required to work to the date of termination, and the City shall not thereafter be obligated to make any further payments hereunder other than salary and amounts accrued and earned to the date of termination as well as

amounts payable to Employee under the various benefit plans in which the Employee was participating as of the date of termination. Notwithstanding anything to the contrary above, failure of Employee to provide notice as required herein shall result in forfeiture of non-vested City benefits, forfeiture of severance pay as provided in City Personnel Policy CFD 2159, and no payment of accrued vacation benefits.

- E. **By Mutual Agreement.** The parties may terminate this Employment Agreement as mutually agreed to by the parties. However, nothing in this paragraph shall be construed as imposing any duty upon either party to negotiate an agreement inconsistent with the terms of this Employment Agreement.

13. **Residency Requirement.** Employee shall be required to maintain residency within the corporate boundaries of the City of Cedar Falls, Iowa, at all times during the term of this Agreement. Temporary absences from Cedar Falls without intent to establish other permanent residency does not constitute a violation of this Section.

14. **Indemnification.** The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand, or any other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. Said indemnification shall include all reasonable litigation expenses and travel, if necessary, and shall extend beyond termination of this Agreement to provide protection for any such acts or omissions undertaken or committed in Employee's capacity as City Administrator, regardless of whether notice of filing a lawsuit occurs during or following employment with the City. Employee recognizes that the City shall have the sole right to compromise, adjust and settle claims against Employee for which Employee is entitled to indemnification under this Section.

15. **Bond or Insurance.** The City shall furnish at its cost any fidelity bond or insurance policy required to be posted by Employee as a public official during the term of this Agreement.

16. **Conflict of Interest; Confidentiality.** Employee agrees to scrupulously abide by the City's Conflict of Interest policy (Personnel Policy 2407), as well as the City's policy on confidentiality (Personnel Policy 2408).

17. **Mediation.** Should any dispute between the parties over the terms or conditions of this Agreement 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 expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

18. **Notices.** Any notices required or allowed under this Agreement shall be in writing and shall be provided via hand delivery, via US Mail, or via email. Notice is given upon receipt by Employee or by the City Clerk, as the case may be.

19. **Assignment.** Neither this Agreement, nor any rights hereunder may be assigned by Employee without the prior written consent of the City.

20. Amendment. This Agreement and all amendments hereto, shall be in writing and shall be approved by the City and by the Employee, and not effective unless and until approved by the City Council.

21. Entire Agreement. This writing 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.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid and binding.

23. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision of this Agreement.

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

IN WITNESS WHEREOF, this Employment Agreement has been executed by the City and by the Employee on the date first above written.

EMPLOYEE:

Ronald S. Gaines

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



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 Laudick & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 5, 2024
SUBJECT: FY2025 Payroll Resolution

Please find attached the following items that cover the period from July 6, 2024 to July 4, 2025:

- FY2025 Payroll Resolution
- FY2025 Pay Plan and Pay Grade Schedules
- FY2025 Workshop/Session/Event/Seasonal Pay Plan
- The pay schedules for the union groups

The payroll resolution implements the \$1.00/hour adjustment for each step + 3.50% across the board increase for the third year of the 5-year contract as negotiated with the Parks/Public Works Union and the .50/hour adjustment for each step plus 4.11% across the board increase for the third year of the 5-year contract as negotiated with the Police/Public Safety Union.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the bargaining groups, each employee's performance evaluation, their respective pay band classification, and the merit increase adjustment recommended by Carlson Dettman. The pay bands were adjusted by 3.0% which is consistent with the information provided to us by Carlson Dettman. Lastly, the resolution also authorizes the pay for the Paid-On-Call (POC's) not covered under union contract.

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

PAYROLL RESOLUTION FY 2025

July 6, 2024 - July 4, 2025

Item 24.

FY2025

NAME	POSITION	BAND	HOURLY
Ron Gaines	City Administrator		112.039
	Longevity		0.317
	Longevity, February 16, 2025		0.375
Shane Graham	Economic Development Coordinator	412	48.221
	Longevity		0.144
Amanda Huisman	Communication Specialist	409	42.521
	Longevity		0.087

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ADMINISTRATION DIVISION

Jennifer Rodenbeck	Director of Finance & Business Operations	420	96.416
	Longevity		0.548

FINANCIAL SERVICES DIVISION

Heidi Andersen	Financial Clerk (Part-Time)	306	26.005
Katherine Aguiar	Payroll/HR Technician	307	29.943
	Longevity		0.202
Paul Kockler	Accountant	409	41.227
	Longevity		0.087
Andrea Ludwig	Financial Clerk	306	26.862
	Longevity		0.144
	Longevity, January 7, 2025		0.202
Lisa Roeding	Controller/City Treasurer	414	63.615
	Longevity		0.375
Stacy Braun-Wagner	Financial Clerk (Part-Time)	306	24.214

HUMAN RESOURCES DIVISION

Brenda Balvanz	Human Resources Specialist	309	M	46.454
	Longevity			0.490
Chelsie Luhring	DEI Specialist	309		37.956
Bailey Schindel	Human Resources Manager	414		47.368
Colleen Sole	Human Resources Specialist	309		42.408
	Longevity			0.317

PAYROLL RESOLUTION FY 2025

July 6, 2024 - July 4, 2025

Item 24.

FY2025

NAME	POSITION	BAND	HOURLY
<u>PUBLIC RECORDS DIVISION</u>			
Shianne Bellinger	Administrative Assistant (Part-Time)	305	21.308
Marcie Breitbart	Administrative Supervisor Longevity	409	33.185 0.144
Amy Eggleston	Administrative Assistant Longevity Longevity, April 3, 2025	305	24.668 0.087 0.144
Courtney Fisher	Administrative Assistant (Part-Time)	305	24.817
Joanne Goodrich	Administrative Assistant Longevity	305	28.328 0.433
Kim Kerr	City Clerk Longevity Longevity, November 17, 2024	413	45.503 0.260 0.317
Merima Kuduzovic	Administrative Assistant (Part-Time)	305	19.182
Melissa Malone	Administrative Assistant (Part-Time)	305	21.308
Lisa Reiter	Administrative Assistant Longevity Longevity, September 6, 2024	305	28.391 0.202 0.260
Karen Stevens	Administrative Assistant Longevity	305	23.447 0.087
Katherine Terhune	Administrative Assistant Longevity, October 5, 2024	305	22.453 0.087
<u>INFORMATION SYSTEMS DIVISION</u>			
Scott Ameling	Information Systems Technician II Longevity	308	27.386 0.087
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity Longevity, February 23, 2025	412	48.051 0.317 0.375
Shelby Gappa	Production Assistant II (Part-Time)	016	15.707
Stephanie Harschnek	Information Systems Technician I	306	22.441
Cory Hines	GIS Analyst Longevity	411	POC 48.862 0.144
Dan Jaeger	Information Systems Technician II Longevity Longevity, September 6, 2024	308	POC 35.890 0.317 0.375

PAYROLL RESOLUTION FY 2025

July 6, 2024 - July 4, 2025

Item 24.

FY2025

NAME	POSITION	BAND	HOURLY
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	28.037
Michael Mennen	Video Production Specialist Longevity	308	31.116 0.087
Jeremy Ott	Video Production Supervisor Longevity Longevity, December 1, 2024	311	40.220 0.144 0.202
Julia Sorensen	Information Systems Manager Longevity	415	58.563 0.144
Pat Williams	Network Administrator Longevity	411	49.527 0.433
<u>LEGAL SERVICES DIVISION</u>			
Kevin Rogers	City Attorney Longevity	419	93.972 0.144
<u>PARKING</u>			
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	23.449
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	23.449
Madison Williams	PT-Parking Metter Attendant January 5, 2025	PT-1 B PT-1 C	19.896 20.440
<u>LIBRARY</u>			
Angela Aguirre	Library Assistant (Part-Time)	305	19.727
Calli Angel	Library Assistant (Part Time)	305	19.727
Kristi Anhalt	Librarian	409	42.135
Jessica Bamford-Love	Library Assistant Longevity	305	23.365 0.144
Matthew Bancroft-Smithe	Library Assistant (Part-Time)	305	19.727
Megan Blackford	Librarian	409	32.142
Jennifer Brannan	Library Assistant Longevity	305	22.414 0.087
Eric Bryden	Library Assistant	305	22.042
Timothy Daniels	Library Administrative Assistant Longevity	306	26.509 0.087

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NAME	POSITION	BAND	HOURLY
Aimee Erne	Library Page (Part-Time)	301	15.090
Gabrielle Greco	Library Assistant (Part-Time)	305	19.727
Rebecca Hosford	Youth Services Senior Librarian Longevity	412	42.424 0.087
Mary Kabel	Library Education Coordinator (Part-Time)	308	31.513
Nona Kanago	Library Page (Part-Time)	301	17.213
David Keiser	Library Page (Part-Time)	301	14.121
Elizabeth Lavenz	Library Page (Part-Time)	301	13.969
Renaee Loomis	Library Assistant Longevity	305	29.957 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	21.636
Dan Meier	Library Assistant Longevity	305	28.317 0.202
Tessa Meyer	Library Assistant	305	20.707
Fisher "Willow" Morris-McEwan	Library Assistant (Part-Time)	305	19.727
Katherine Nedwick	Library Assistant Longevity	305	24.261 0.087
Laura Pagel	Senior Librarian Longevity	412	38.868 0.144
Anastasia Parsons	Library Assistant (Part-Time)	305	21.636
Quinn Rauchenecker	Library Assistant (Part-Time)	305	19.727
Chelsea Rider	Library Assistant (Part-Time)	305	19.938
Owen Schupbach	Library Assistant	305	21.640
Danielle Shea	Facility Assistant (Part-Time)	019	20.602
Adam Sitzmann	Library Assistant (Part-Time)	305	21.411
Madison Stanford	Library Page (Part Time)	301	13.086
Kelly Stern	Library Director Longevity	417	62.115 0.260
Lyric Tracy	Library Assistant (Part-Time)	305	19.727
Angela Waseskuk	Library Assistant (Part-Time)	305	19.727

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NAME	POSITION	BAND	HOURLY
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>			
<u>ADMINISTRATION DIVISION</u>			
Stephanie Houk Sheetz	Director of Community Development Longevity Longevity, July 28, 2024	420	81.800 0.144 0.202
<u>PLANNING & COMMUNITY SERVICES DIVISION</u>			
Jaydevsinh Atodaria	Planner II Longevity	410	35.997 0.087
Robyn Cusmano	Community Services Specialist (Part-Time)	306	25.762
Melissa Denning	Community Services Supervisor	410	36.936
Karen Howard	Planning & Comm Serv. Manager Longevity Longevity, March 12, 2025	415	61.038 0.087 0.144
Michelle Pezley	Planner III Longevity, September 28, 2024	412	41.921 0.087
Richard "Chris" Sevy	Planner II Longevity	410	34.631 0.087
Thomas Weintraut	Planner III Longevity, August 10, 2024	412	49.721 0.087
<u>INSPECTION SERVICES DIVISION</u>			
Michael Asche	Inspector	309	32.000
Jamie Castle	Inspection Services Mgr. Longevity Longevity, April 24, 2025	414	54.802 0.087 0.144
Jeffrey Craig	Inspector Longevity	309	35.453 0.087
John Henderson	Inspector Longevity	309	42.414 0.260
Jason Mai	Inspector Longevity	309	35.539 0.144
James Noss	Code Enforcement Officer (Part-Time)	307	26.413
Adam Spray	Code Enforcement Officer	307	POC 31.309

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NAME	POSITION	BAND	HOURLY
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NAME	POSITION	BAND	HOURLY
Joel Wardell	Inspector	309	35.720
	Longevity		0.087
	Longevity, May 30, 2025		0.144

V&T/CULTURAL SERVICES DIVISION

Camille Balleza	Hearst Lab Technician (Part-Time)	016	18.196
Adam Bolander	V&T Sales/Marketing Coordinator	309	32.121
	Longevity, August 17, 2024		0.087
Emily Drennen	Hearst Coordinator (Part-Time)	308	34.421
Caylin Graham	Education Coordinator (Part-Time)	308	27.451
Abby Haigh	Office Assistant (Part-Time)	304	19.948
Maggie Hines	Administrative Assistant (Part-Time)	305	20.266
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	26.591
Cory Hurless	Cultural Programs Supervisor	411	45.223
Liudmila Lebedeva	Office Assistant (Part-Time)	304	17.545
Debra Lewis	Office Assistant (Part-Time)	304	19.768
Keri Miller	Content Coordinator (Part-Time)	306	26.544
Kaylee Ovel	Hearst Assistant (Part-Time)	013	11.951
Jennifer Pickar	Tourism & Cultural Programs Manager	413	49.976
Noelle Sampson	Hearst Assistant (Part-Time)	013	11.951
Rebekah Wagner	V&T Coordinator (Part-Time)	307	28.730

RECREATION & MUNICIPAL PROGRAMS DIVISION

Christine Anderson	Recreation Program Coordinator (Part-Time)	309	34.830
John Cannon	Office Assistant (Part-Time)	304	19.181
Mickey Devine	Recreation Program Supervisor	411	33.770
Megan Gerhardt	Fitness Coordinator	409	35.348
Brock Goos	Recreation Program Supervisor	411	47.171
	Longevity		0.490
Mackenzie Howard	Office Assistant (Part-Time)	304	17.545

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NAME	POSITION	BAND	HOURLY
Chris Schoentag	Recreation Program Supervisor Longevity	411	40.933 0.433
Bret Sohn	Office Assistant (Part-Time)	304	18.536
Mike Soppe	Recreation & Community Programs Manager Longevity	413	47.385 0.375
Andrew Wagner	Administrative Supervisor	409	30.942

DEPARTMENT OF PUBLIC WORKS

ADMINISTRATION DIVISION

Chase Schrage	Director of Public Works Longevity	420	79.132 0.202
Julia Donahue	Administrative Assistant Longevity	305	29.753 0.087
Laurie Lynch	Administrative Assistant (Part-Time)	305	22.687
Brian Heath	Operations & Maintenance Manager Longevity	415	M 71.732 0.663

ENGINEERING DIVISION

Brett Armstrong	Civil Engineer II Longevity	411	38.966 0.087
Thomas Bitter	Principal Engineer	413	43.750
Benjamin Claypool	Principal Engineer Longevity	413	POC 53.323 0.087
Bo Cordes	Engineering Technician II	309	30.118
Brad Foulk	Engineering Technician II Longevity	309	34.324 0.144
Maria Perez Gonzalez	Storm Water Specialist Longevity	309	38.127 0.087
J. Cody Hager	Engineering Technician II Longevity Longevity, April 3, 2025	309	44.376 0.317 0.375
Austin Kane	Engineering Technician II	309	40.430
Jacob Luzum	Land Surveyor	411	40.427

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NAME	POSITION	BAND	HOURLY
Matthew Tolan	Civil Engineer II	411	42.555
	Longevity		0.087
	Longevity, September 25, 2024		0.144
Andrew VanRaden	Engineering Technician II	309	30.837
David Wicke	City Engineer	417	74.084
	Longevity		0.087

CEMETERY SECTION

Logan Clements	Maintenance Worker	15 D	26.383
	April 18, 2025	15 E	27.138
Kevin Cross	Public Works & Parks Supervisor	411	51.752
	Longevity	POC	0.260
	Longevity, April 6, 2025		0.317
Jeremiah Hook	Equipment Operator	17 H	32.564

PARK SECTION

Kim Armstrong	Laborer (Part-Time)	8 H	22.081
Kody Campbell	Laborer (Part-Time)	8 A	17.969
	October 8, 2024	8 B	18.484
	April 8, 2025	8 C	19.008
Brian Corwin	Laborer (Part-Time)	8 D	19.549
	June 27, 2025	8 E	20.105
Andrew Hoyer	Equipment Operator	17 G	31.347
	July 21, 2024	17 H	32.564
Greg Miller	Laborer (Part-Time)	8 H	22.081
Douglas Miller	Horticulturist	307	33.103
Brett Morris	Public Works & Parks Supervisor	411	40.879
	Longevity		0.144
Ryan Rieger	Arborist	308	34.944
	Longevity		0.087
Harold Runkle	Senior Groundskeeper	17 H	32.564
	Longevity		0.663
Tobias Sires	Arborist	308	28.783
	Longevity, July 28, 2024		0.087
Maxwell Thrasher	Laborer (Part-Time)	8 B	18.484
	December 18, 2024	8 C	19.008

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NAME	POSITION	BAND	HOURLY
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BUILDING MAINTENANCE SECTION

Matthew Buck	Bldg. Maintenance Supervisor Longevity	411	POC	47.781 0.260
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Brett Riley	Maintenance Worker March 18, 2025	15 G 15 H		28.736 29.854
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REFUSE OPERATIONS SECTION

Jeff Bass	Maintenance Worker (Part-Time) October 8, 2024	15 G 15 H		28.736 29.854
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Benjamin Bausman	Maintenance Worker July 8, 2024	15 F 15 G		27.928 28.736
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Christopher Blohn	Maintenance Worker	15 H		29.854
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James Brady III	Maintenance Worker (Part-Time) November 8, 2024	15 B 15 C		24.929 25.650
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Virgil Butterfield	Maintenance Worker (Part-Time)	15 H		29.854
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Stephanie Camargo	Maintenance Worker March 18, 2025	15 G 15 H		28.736 29.854
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Richard Christopher	Maintenance Worker (Part-Time) August 20, 2024 February 20, 2025	15 A 15 B 15 C		24.233 24.929 25.650
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Lisa Conrad	Maintenance Worker (Part-Time) October 8, 2024	15 G 15 H		28.736 29.854
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Scott Crawford	Maintenance Worker	15 H		29.854
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Michael Devine	Maintenance Worker (Part-Time) January 18, 2025	15 C 15 D		25.650 26.383
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Kathy Gaede	Maintenance Worker	15 H		29.854
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Scott Goodenbour	Maintenance Worker	15 H		29.854
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Parker Lewis	Maintenance Worker (Part-Time) May 1, 2025	15 C 15 D		25.650 26.383
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Mike Ravn	Maintenance Worker (Part-Time) October 8, 2024	15 G 15 H		28.736 29.854
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Darren Reddel	Maintenance Worker (Part-Time) July 18, 2024	15 B 15 C		24.929 25.650
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NAME	POSITION	BAND	HOURLY
Doyle Smith	Public Works & Parks Supervisor	411	45.599
	Longevity		0.433
	Longevity, March 14, 2025		0.490
Roy Trenkamp	Maintenance Worker	15 H	29.854
<u>WATER RECLAMATION DIVISION</u>			
Quinn Aalfs	Water Rec Supervisor	411	45.663
Ryan Bonjour	Maintenance Worker	15 H	29.854
James Dietz	Maintenance Worker	15 H	29.854
Tyler Griffin	Water Rec Manager	414	54.208
	Longevity		0.260
John Koch	Waste Water Operator II	18 G	32.731
	February 20, 2025	18 H	34.006
Clayton Konz	Maintenance Worker	15 D	26.383
	January 10, 2025	15 E	27.138
Keith Lewis	Waste Water Operator I	16 H	31.177
Jeremy Northrup	Waste Water Operator II	18 G	32.731
	February 20, 2025	18 H	34.006
Chris Robinson	Equipment Mechanic	18 H	34.006
Joe Tegtmeier	Waster Water Operator I	16 H	31.177
Ted Timson	Maintenance Worker	15 H	29.854
Patricia Tometich	Laboratory Technician	18 H	34.006
<u>SANITARY SEWER SECTION</u>			
Larry Camarata	Maintenance Worker	15 H	29.854
Josh Timmerman	Equipment Operator	17 H	32.564
<u>STREET CONSTRUCTION SECTION</u>			
Adam Burg	Equipment Operator	17 H	32.564
Jacob Clark	Maintenance Worker	15 G	28.736
	October 1, 2024	15 H	29.854
Dennis Douglas	Equipment Operator	17 H	32.564
Rick Ehmen	Maintenance Worker	15 H	29.854

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NAME	POSITION	BAND	HOURLY
Royce Eiklenborg	Maintenance Worker	15 H	29.854
Nicholas Erickson	Public Works & Parks Supervisor Longevity	411	POC 42.552 0.144
Mark Forrester	Equipment Operator Longevity	17 H	32.564 0.663
Bradley Fredericksen	Maintenance Worker September 26, 2024	15 C 15 D	25.650 26.383
Robert Henry, Jr.	Maintenance Worker	15 H	29.854
Trevor Johnson	Equipment Operator July 12, 2024	17 D 17 E	28.768 29.607
Cody Kayser	Equipment Operator	17 H	32.564
Ken Lewis	Maintenance Worker	15 H	29.854
Levi Lynch	Maintenance Worker December 27, 2024	15 C 15 D	25.650 26.383
Shem McCoy	Maintenance Worker September 20, 2024	15 D 15 E	26.383 27.138
Ryan Miller	Maintenance Worker July 17, 2024	15 B 15 C	24.929 25.650
Casey Paine	Maintenance Worker September 30, 2024	15 E 15 F	27.138 27.928
Josiah Smith	Equipment Operator January 23, 2025	17 D 17 E	28.768 29.607
Travis Schlamp	Equipment Operator	17 H	32.564
Jason Yearous	Public Works & Parks Supervisor Longevity	411	40.372 0.202
Carl Yokem	Maintenance Worker	15 H	29.854

TRAFFIC OPERATIONS SECTION

Brian Graham	Maintenance Worker	15 H	29.854
Matthew Lukehart	Traffic Operations Supervisor Longevity Longevity, March 1, 2025	411	40.946 0.087 0.144
Luke Uhlenhopp	Traffic Technician	309	33.680

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NAME	POSITION	BAND	HOURLY
<u>VEHICLE MAINTENANCE SECTION</u>			
Dylan Danielsen	Assistance Equipment Mechanic	15 A	24.233
	August 16, 2024	15 B	24.929
	February 16, 2025	15 C	25.650
Derek Gearhart	Equipment Mechanic	18 H	34.006
Richard Mitchell	Asst. Equipment Mechanic	15 F	27.928
	June 27, 2025	15 G	28.736
Benjamin Neuendorf	Equipment Mechanic	18 D	30.050
	May 16, 2025	18 E	30.912
Dustin Rawdon	Fleet Maintenance Supervisor	411	47.887
	Longevity		0.260
	Longevity, February 16, 2025		0.317
Brian Steinlage	Equipment Mechanic	18 H	34.006
Zachary Toliás	Equipment Mechanic	18 B	28.378
	November 21, 2024	18 C	29.198

PUBLIC SAFETY SERVICES DEPARTMENT

ADMINISTRATION DIVISION

Craig Berte	Director of Public Safety Services	420	84.973
	Longevity		0.606
	Longevity, January 28, 2025		0.663

FIRE DIVISION

Tryston Adelmund	Public Safety Officer	PSO-2-III	39.950
	October 14, 2024	PSO-2-IV	40.716
	Longevity		0.087
Zachary Andersen	Public Safety Officer	PSO-2-III	39.950
Derek Brown	Fire Captain	411	54.257
	Longevity	PSO	0.490
Chris Copp	Public Safety Officer	PSO-2-IX	45.934
	Longevity		0.260
	Longevity, August 26, 2024		0.317
Scott Dougan, Jr.	Public Safety Officer	PSO-2-IV	40.716
	October 22, 2024	PSO-2-V	41.496
	Longevity		0.087
Joshua Getz	Public Safety Officer	PSO-2-III	39.950
	August 12, 2024	PSO-2-IV	40.716
	Longevity		0.087

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NAME	POSITION	BAND	HOURLY
Kristi Hanson	Public Safety Officer Longevity, January 11, 2025	PSO-2-III	39.950 0.087
Kevin Hernandez	Public Safety Officer Longevity Longevity, January 29, 2025	PSO-2-V	41.496 0.087 0.144
Morgan Hoeft	Public Safety Officer August 12, 2024 Longevity	PSO-2-III PSO-2-IV	39.950 40.716 0.087
Matt Krueger	Public Safety Supervisor - Lieutenant Longevity Longevity, August 26, 2024	412	50.820 0.260 0.317
Zachary Ladage	Public Safety Supervisor - Captain Longevity	414	63.541 0.317
Austin Lechtenberg	Public Safety Supervisor - Lieutenant Longevity	412	48.485 0.087
Tyler Lenox	Public Safety Officer Longevity	PSO-2-IV	40.716 0.087
Kyle Manternach	Public Safety Officer January 2, 2025 Longevity	PSO-2-IV PSO-2-V	40.716 41.496 0.087
Omar Martinez	Public Safety Officer	PSO-2-III	39.950
Shea McNamara	Public Safety Supervisor - Captain Longevity	414	64.320 0.202
Javier Mercado	Public Safety Officer Longevity	PSO-2-IX	45.934 0.202
Casey O'Hern	Public Safety Officer April 1, 2025	P1S-I P1S-II	31.997 35.157
Troy Purdy	Public Safety Officer Longevity Longevity, November 3, 2024	PSO-2-IX	45.934 0.433 0.490
Kye Richter	Public Safety Officer	PSO-2-III	39.950
Lucas Schmidt	Public Safety Supervisor - Lieutenant Longevity	412	48.485 0.087
Ethan Schultzen	Public Safety Officer December 23, 2024 Longevity	PSO-2-III PSO-2-IV	39.950 40.716 0.087

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NAME	POSITION	BAND	HOURLY
Samual Shafer	Public Safety Supervisor - Lieutenant	412	48.485
	Longevity		0.260
	Longevity, October 6, 2024		0.317
Todd Taylor	Public Safety Supervisor - Captain	414	63.541
	Longevity		0.317
John Zolondek	Assistant Director of Public Safety/Fire Chief	416	72.109
	Longevity		0.317
<u>POLICE DIVISION</u>			
Adam Aries	Public Safety Officer	P1S-I	31.997
	December 18, 2024	P1S-II	35.157
Thomas Baltes	Public Safety Officer	PSO-2-IV	40.716
	Longevity		0.087
Christian Baumgartner	Public Safety Officer	PSO-2-III	39.950
	March 2, 2025	PSO-2-IV	40.716
	Longevity		0.087
Martin Beckner	Public Safety Supervisor - Lieutenant	412	58.353
	Longevity		0.433
Mason Beckwith	Community Service Officer I (Part-Time)	015	16.357
Ryan Bellis	Public Safety Officer	PSO-2-IX	45.934
	Longevity		0.375
	Longevity, September 3, 2024		0.433
Matthew Belz	Police Officer	P2-IX	41.196
	Longevity		0.317
Connor Boardman	Community Service Officer I (Part-Time)	015	16.357
Kaleb Bruggeman	Public Safety Officer	PSO-2-IV	40.716
	Longevity		0.087
Gavin Carman	Public Safety Supervisor - Lieutenant	412	51.598
	Longevity		0.260
	Longevity, August 26, 2024		0.317
Chad Chase	Public Safety Officer	PSO-2-II	39.200
	August 4, 2024	PSO-2-III	39.950
Jovan Creighton	Public Safety Officer	PSO-2-VIII	44.749
	February 18, 2025	PSO-2-IX	45.934
	Longevity		0.202
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	19.367

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NAME	POSITION	BAND	HOURLY
Cedric Danilson	Public Safety Officer	PSO-2-IV	40.716
	April 23, 2025	PSO-2-V	41.496
	Longevity		0.087
	Longevity, April 23, 2025		0.144
Alexis Eick	Office Assistant (Part-Time)	304	18.910
Clinton Ferguson	Public Safety Supervisor - Lieutenant	412	48.485
	Longevity		0.144
Thomas Fey	Public Safety Officer	PSO-2-V	41.496
	Longevity		0.144
Joseph Gale	Crossing Guard (Part-Time)	PT-2	19.367
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	19.367
Jonathan Gerzema	Public Safety Supervisor - Lieutenant	412	51.082
	Longevity		0.202
	Longevity, December 27, 2024		0.260
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	19.367
Christopher Haislet	Community Service Officer I (Part-Time)	017	16.357
Michael Haislet	Police Lieutenant	412	53.758
	Longevity	PSO	0.433
Grant Halbur	Community Service Officer I (Part-Time)	017	17.093
Adam Hancock	Public Safety Officer	PSO-2-IV	40.716
	January 30, 2025	PSO-2-V	41.496
	Longevity		0.087
	Longevity, January 30, 2025		0.144
Jodi Harn	Administrative Assistant	305	23.338
	Longevity, September 28, 2024		0.087
Brooke Helgeson	Public Safety Officer	PSO-2-IV	40.716
	August 21, 2024	PSO-2-V	41.496
	Longevity		0.087
	Longevity, August 21, 2024		0.144
Brooke Heuer	Public Safety Supervisor - Captain	414	65.195
	Longevity		0.433
Baylee Hinders	Public Safety Officer	PSO-2-I	35.677
	August 7, 2024	PSO-2-II	39.200
Mark Howard	Assistant Public Safety Director/Police Chief	416	73.315
	Longevity		0.317
Kyle Janikowski	Public Safety Officer	PSO-2-III	39.950

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NAME	POSITION	BAND	HOURLY
Carson Jensen	Public Safety Officer	PSO-2-III	39.950
Brian Johannsen	Public Safety Officer Longevity Longevity, August 29, 2024	PSO-2-IX	45.934 0.260 0.317
John Kramer IV	Public Safety Officer Longevity, July 16, 2024	PSO-2-III	39.950 0.087
Ashley Luck	Public Safety Officer	PSO-2-III	39.950
Branden Madsen	Public Safety Supervisor - Lieutenant Longevity Longevity, August 21, 2024	412	48.485 0.087 0.144
Michael Marcotte	Public Safety Officer Longevity	PSO-2-V	41.496 0.144
Joshua Mixdorf	Public Safety Officer	PSO-2-III	39.950
Stephanie Moore	Public Safety Officer Longevity	PSO-2-IX	45.934 0.375
Dennis O'Neill	Public Safety Supervisor - Lieutenant Longevity Longevity, August 30, 2024	412	M 59.099 0.433 0.490
Evan Pense	Public Safety Officer August 7, 2024	PSO-2-I PSO-2-II	35.677 39.200
Rachel Pugh	Public Safety Officer April 16, 2025	P1S-I P1S-II	31.997 35.157
Nicholas Puls	Public Safety Officer Longevity Longevity, September 19, 2024	PSO-2-IX	45.934 0.317 0.375
Tyler Putney	Public Safety Officer Longevity	PSO-2-IV	40.716 0.087
Kari Rea	Public Safety Supervisor - Lieutenant Longevity Longevity, November 26, 2024	412	53.277 0.375 0.433
Liesel Reimers	Public Safety Officer April 23, 2025 Longevity Longevity, April 23, 2025	PSO-2-IV PSO-2-V	40.716 41.496 0.087 0.144
Brahiam Rios-Castaneda	Public Safety Officer August 21, 2024	PSO-2-I PSO-2-II	35.677 39.200

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NAME	POSITION	BAND	HOURLY
Preston Russell	Public Safety Officer	PSO-2-IV	40.716
	October 30, 2024	PSO-2-V	41.496
	Longevity		0.087
	Longevity, October 30, 2024		0.144
Dylan Scharnau	Public Safety Officer	PSO-2-III	39.950
Aidan Schmitz	Community Service Officer I (Part-Time)	017	16.542
Kurt Schreiber	Public Safety Supervisor - Lieutenant	412	57.615
	Longevity		0.490
	Longevity, May 27, 2025		0.548
Kendall Schwan	Public Safety Officer	PSO-2-V	41.496
	Longevity		0.144
Jeffrey Sitzmann	Public Safety Supervisor - Captain	414	67.245
	Longevity		0.548
Timothy Smith	Public Safety Supervisor - Captain	414	66.760
	Longevity		0.317
	Longevity, August 8, 2024		0.375
Andrew Snyder	Public Safety Officer	PSO-2-II	39.200
	April 1, 2025	PSO-2-III	39.950
Sydney Stoll	Public Safety Officer	P1S-I	31.997
	December 15, 2024	P1S-II	35.157
Stephanie Tejeda-Gasca	Public Safety Officer	P1S-I	31.997
	December 19, 2024	P1S-II	35.157
Drew Tyler	Community Service Officer I (Part-Time)	017	16.542
Laura VanPatten	Crossing Guard (Part-Time)	PT-2	19.367
Randy VanGent	Office Assistant (Part-Time)	304	18.981
Karen Yasuda	Community Service Officer I (Part-Time)	017	16.357
Kelli Yates	Public Safety Supervisor - Captain	414	65.277
	Longevity		0.375
	Longevity, September 3, 2024		0.433
Hanna Zikuda	Public Safety Officer	PSO-2-III	39.950

F- Frozen Pay
M - Maximum pay
POC - Paid-On-Call
PSO - Public Safety Officer

CITY OF CEDAR FALLS
Final

Effective: 7/6/24

FY25 GRADE ORDER LIST: OPEN PLAN

Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$66.283	\$82.856	\$107.715	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$61.010	\$76.263	\$99.143	E
18	VACANT		\$55.834	\$69.792	\$90.729	
17	CITY ENGINEER	ENGINEERING	\$50.635	\$63.298	\$82.290	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/CHIEF - POLICE	POLICE	\$46.744	\$58.433	\$75.966	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$44.143	\$55.179	\$71.732	E
	OPERATIONS & MAINTENANCE MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$41.569	\$51.956	\$67.538	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	HUMAN RESOURCES MANAGER	HUMAN RESOURCES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	POLICE CAPTAIN - PSO	POLICE				E
	PRINCIPAL ENGINEER	ENGINEERING				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION	\$38.958	\$48.697	\$63.306	E
	TOURISM & CULTURAL PROGRAMS MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$36.369	\$45.461	\$59.099	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$33.770	\$42.208	\$54.867	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$31.171	\$38.961	\$50.647	E
	CIVIL ENGINEER I	ENGINEERING				E
	COMMUNITY SERVICES SUPERVISOR	COMMUNITY DEVELOPMENT				E
	CONSTRUCTION PROJECT MANAGER	ENGINEERING				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$28.583	\$35.731	\$46.454	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	HUMAN RESOURCES SPECIALIST	HUMAN RESOURCES				NE
	DIVERSITY, EQUITY, & INCLUSION SPECIALIST	HUMAN RESOURCES				NE

	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE
	POLICY & ADMIN SPECIALIST	ADMIN				NE
	V & T SALES & MARKETING COORDINATOR	V & T				NE
	TRAFFIC TECHNICIAN	PUBLIC WORKS				NE
8	FINANCIAL TECHNICIAN	FINANCIAL SERVICES	\$25.983	\$32.475	\$42.221	NE
	INFORMATION SYSTEMS TECHNICIAN II	INFORMATION SYSTEMS				NE
	EDUCATION COORDINATOR	CULTURAL				NE
	HEARST COORDINATOR	CULTURAL				NE
	ARBORIST	PARKS				NE
	LIBRARY EDUCATION COORDINATOR	LIBRARY				NE
	VIDEO PRODUCTION SPECIALIST	CABLE TV				NE
	CIVIL CAD/GIS TECHNICIAN	ENGINEERING				NE
7	PROGRAM COORDINATOR	CULTURAL	\$23.385	\$29.231	\$38.001	NE
	PLANNER I	PLANNING				NE
	GRAPHIC DESIGNER	INFORMATION SYSTEMS				NE
	V & T COORDINATOR	V & T				NE
	PAYROLL/HR TECHNICIAN	FINANCIAL SERVICES				NE
	ENGINEERING TECHNICIAN I	ENGINEERING				NE
	CODE ENFORCEMENT OFFICER	INSPECTION SERVICES				NE
	HORTICULTURIST	PARKS				NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY	LIBRARY	\$20.784	\$25.984	\$33.782	NE
	INFORMATION SYSTEMS TECHNICIAN I	INFORMATION SYSTEMS				NE
	ADMINISTRATIVE ASSISTANT - LEAD	RECREATION				NE
	ADMINISTRATIVE ASSISTANT - LEAD	PUBLIC RECORDS				NE
	ADMINISTRATIVE CLERK - FINANCIAL CLERK	FINANCIAL SERVICES				NE
	COMMUNITY SERVICES SPECIALIST	COMMUNITY DEVELOPMENT				NE
	CONTENT COORDINATOR	V & T				
5	LIBRARY ASSISTANT	LIBRARY	\$18.850	\$23.566	\$30.638	NE
	SENIOR SERVICES COORDINATOR	CULTURAL				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC RECORDS				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC WORKS				NE
	ADMINISTRATIVE ASSISTANT	COMMUNITY DEVELOPMENT				NE
4	OFFICE ASSISTANT	CULTURAL	\$17.545	\$21.930	\$28.509	NE
	OFFICE ASSISTANT	V & T				NE
3	VACANT		\$16.248	\$20.312	\$26.407	
2	VACANT		\$13.616	\$17.014	\$22.113	
1	LIBRARY PAGE	LIBRARY	\$10.966	\$13.709	\$17.822	NE

**CITY OF CEDAR FALLS, IOWA
SPECIAL PURPOSE SALARY SCHEDULE
EFFECTIVE JULY 6, 2024**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	NE	010	7.400		11.914
	NE	011	10.412		12.857
Intern I Library Shelver	NE	012	10.740		14.038
Rec Front Desk V & T/Hearst Assistant	NE	013	11.001		15.218
	NE	014	11.518		16.397
Hearst Program Assistant Intern II Library Special Purpose Rec Child Care	NE	015	12.073		17.693
Hearst Lab Technician Production Assistant I	NE	016	12.979		18.992
Community Service Officer I Intern III Production Assistant II	NE	017	13.889		20.466
	NE	018	14.397		21.319
Community Service Officer II Facility Assistant	NE	019	15.530		22.988

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JULY 6, 2024**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Library Page	NE	301	10.966	13.709	17.822
	NE	302	13.616	17.015	22.113
	NE	303	16.248	20.312	26.407
Office Assistant	NE	304	17.545	21.931	28.509
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	18.850	23.566	30.638
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Community Services Specialist Content Coordinator Information Systems Technician I	NE	306	20.784	25.984	33.782
Code Enforcement Officer Engineering Technician I Graphic Designer Horticulturist Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	23.385	29.231	38.001
Arborist Civil CAD/GIS Technician Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	25.983	32.477	42.221
Diversity, Equity & Inclusion Specialist Engineering Technician II Inspector Human Resources Specialist Policy & Administration Specialist Rec Program Coordinator Storm Water Specialist Traffic Technician V & T Sales & Marketing Coordinator	NE	309	28.583	35.731	46.454

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JULY 6, 2024**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Video Production Supervisor	NE	310	31.171	38.961	50.647
	NE	311	33.770	42.208	54.867
	NE	312	36.369	45.461	59.099
	NE	313	38.958	48.697	63.306
	NE	314	41.569	51.956	67.538
	NE	315	44.143	55.179	71.732
	NE	316	46.744	58.433	75.966
	NE	317	50.635	63.298	82.290
	NE	318	55.834	69.792	90.729
	NE	319	61.010	76.263	99.143
NE	320	66.283	82.855	107.715	

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JULY 6, 2024**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	E	401	10.966	13.709	17.822
	E	402	13.616	17.015	22.113
	E	403	16.248	20.312	26.407
	E	404	17.545	21.931	28.509
	E	405	18.850	23.566	30.638
	E	406	20.784	25.984	33.782
	E	407	23.385	29.231	38.001
	E	408	25.983	32.477	42.221
Accountant Administrative Supervisor Communications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	28.583	35.731	46.454
Civil Engineer I Community Services Supervisor Construction Projects Manager Planner II	E	410	31.171	38.961	50.647
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	33.770	42.208	54.867

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JULY 6, 2024**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	36.369	45.461	59.099
City Clerk Fire Battalion Chief Recreation & Community Programs Manager Tourism & Cultural Programs Manager	E	413	38.958	48.697	63.306
Controller/City Treasurer Human Resources Manager Inspection Services Manager Police Captain Police Captain - PSO Principal Engineer Public Safety Supervisor - Captain Water Reclamation Manager	E	414	41.569	51.956	67.538
Information Systems Manager Operations & Maintenance Manager Planning & Community Services Manager	E	415	44.143	55.179	71.732
Asst Public Safety Director/Chief - Police Asst Public Safety Director/Chief - Fire	E	416	46.744	58.433	75.966
City Engineer Library Director	E	417	50.635	63.298	82.290
	E	418	55.834	69.792	90.729
City Attorney	E	419	61.010	76.263	99.143
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	66.283	82.855	107.715

**WORKSHOP/SESSION/EVENT/SEASONAL
PAY PLAN**

Effective July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	DURATION	PAY RANGE & MODE
I	<u>Workshop Instructors</u>	Days	Per Workshop
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
II	<u>Session Instructors</u>	2 or more weeks	Per Session
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
	Fitness Instructors		\$16.00-35.00
III	<u>Event Supervisors & Officials</u>	Various	Per Event
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire - Field) - Single Game		\$15.00-25.00
	Youth League (Umpire - Plate) - Single Game		\$25.00-45.00
	Youth League (Umpire - Field) - Double Header		\$25.00-45.00
	Youth League (Umpire - Plate) - Double Header		\$40.00-60.00
	Umpires - Adult Softball		\$15.00-30.00
	Adult Softball League Supervisor - 4 Hour		\$45.00-75.00
	Fitness Equipment Repair		\$70.00-120.00
IV	<u>Cable Division Events</u>	Various	Per Event
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00
V	<u>Aquatics Managers</u>	Season	Per Season
	Pool Manager		\$9,500-10,500
	Pool Assistant Manager		\$7,500-8,500

VI	<u>Introductory Seasonal Positions</u>	Season	Per Hour \$11.00-17.00
	<ul style="list-style-type: none"> Youth Sports - Camp Counselor Youth Sports - Coach Youth Sports - Referee Youth Sports - Ballfield Maintenance Adult Sports - League Supervisor Aquatics - Lifeguards Aquatics - Instructors Aquatics - Instructors Aids Aquatics - Concession Workers Aquatics - Cashiers Aquatics - Maintenance Rec Front Desk Staff 		
VII	<u>Mid Level Seasonal Positions</u>	Season	Per Hour \$12.00-18.00
	<ul style="list-style-type: none"> Youth Sports - Youth Official Aquatics - Head Guards 		
VIII	<u>Senior Level Seasonal Positions</u>	Season	Per Hour \$14.00-20.00
	<ul style="list-style-type: none"> Youth Sports - Camp Director Youth Sports - Youth Program Supervisor 		

Note: These rates do not apply to specialized contracted services, such as visiting artists and musicians. Those rates are set by the vendor contract.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY25 Pay Plan: Contract Exhibit "A"
\$1.00/hr + 3.50% Across-the-Board
Effective July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	A	\$29,040.96	\$29,843.84	\$30,682.08	\$31,541.12	\$32,416.80	\$33,319.52	\$34,255.52	\$35,551.36
	M	\$2,420.08	\$2,486.99	\$2,556.84	\$2,628.43	\$2,701.40	\$2,776.63	\$2,854.63	\$2,962.61
	BW	\$1,116.96	\$1,147.84	\$1,180.08	\$1,213.12	\$1,246.80	\$1,281.52	\$1,317.52	\$1,367.36
	H	\$13.962	\$14.348	\$14.751	\$15.164	\$15.585	\$16.019	\$16.469	\$17.092
3	A	\$30,272.32	\$31,116.80	\$31,984.16	\$32,891.04	\$33,804.16	\$34,758.88	\$35,734.40	\$37,086.40
	M	\$2,522.69	\$2,593.07	\$2,665.35	\$2,740.92	\$2,817.01	\$2,896.57	\$2,977.87	\$3,090.53
	BW	\$1,164.32	\$1,196.80	\$1,230.16	\$1,265.04	\$1,300.16	\$1,336.88	\$1,374.40	\$1,426.40
	H	\$14.554	\$14.960	\$15.377	\$15.813	\$16.252	\$16.711	\$17.180	\$17.830
4	A	\$31,570.24	\$32,456.32	\$33,369.44	\$34,303.36	\$35,268.48	\$36,260.64	\$37,281.92	\$38,700.48
	M	\$2,630.85	\$2,704.69	\$2,780.79	\$2,858.61	\$2,939.04	\$3,021.72	\$3,106.83	\$3,225.04
	BW	\$1,214.24	\$1,248.32	\$1,283.44	\$1,319.36	\$1,356.48	\$1,394.64	\$1,433.92	\$1,488.48
	H	\$15.178	\$15.604	\$16.043	\$16.492	\$16.956	\$17.433	\$17.924	\$18.606
5	A	\$32,920.16	\$33,852.00	\$34,802.56	\$35,784.32	\$36,788.96	\$37,828.96	\$38,902.24	\$40,374.88
	M	\$2,743.35	\$2,821.00	\$2,900.21	\$2,982.03	\$3,065.75	\$3,152.41	\$3,241.85	\$3,364.57
	BW	\$1,266.16	\$1,302.00	\$1,338.56	\$1,376.32	\$1,414.96	\$1,454.96	\$1,496.24	\$1,552.88
	H	\$15.827	\$16.275	\$16.732	\$17.204	\$17.687	\$18.187	\$18.703	\$19.411
6	A	\$34,344.96	\$35,305.92	\$36,298.08	\$37,327.68	\$38,382.24	\$39,474.24	\$40,584.96	\$42,140.80
	M	\$2,862.08	\$2,942.16	\$3,024.84	\$3,110.64	\$3,198.52	\$3,289.52	\$3,382.08	\$3,511.73
	BW	\$1,320.96	\$1,357.92	\$1,396.08	\$1,435.68	\$1,476.24	\$1,518.24	\$1,560.96	\$1,620.80
	H	\$16.512	\$16.974	\$17.451	\$17.946	\$18.453	\$18.978	\$19.512	\$20.260
7	A	\$35,821.76	\$36,828.48	\$37,878.88	\$38,948.00	\$40,046.24	\$41,188.16	\$42,352.96	\$43,983.68
	M	\$2,985.15	\$3,069.04	\$3,156.57	\$3,245.67	\$3,337.19	\$3,432.35	\$3,529.41	\$3,665.31
	BW	\$1,377.76	\$1,416.48	\$1,456.88	\$1,498.00	\$1,540.24	\$1,584.16	\$1,628.96	\$1,691.68
	H	\$17.222	\$17.706	\$18.211	\$18.725	\$19.253	\$19.802	\$20.362	\$21.146

Item 24.

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY25 Pay Plan: Contract Exhibit "A"
\$1.00/hr + 3.50% Across-the-Board
Effective July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
8	Laborers	A	\$37,375.52	\$39,536.64	\$40,661.92	\$41,818.40	\$43,004.00	\$44,229.12	\$45,928.48	
		M	\$31,114.63	\$3,203.89	\$3,294.72	\$3,388.49	\$3,484.87	\$3,583.67	\$3,685.76	\$3,827.37
		BW	\$1,437.52	\$1,478.72	\$1,520.64	\$1,563.92	\$1,608.40	\$1,654.00	\$1,701.12	\$1,766.48
		H	\$17,969	\$18,484	\$19,008	\$19,549	\$20,105	\$20,675	\$21,264	\$22,081
9		A	\$38,995.84	\$40,104.48	\$41,236.00	\$42,404.96	\$43,607.20	\$44,851.04	\$46,132.32	\$47,906.56
		M	\$3,249.65	\$3,342.04	\$3,436.33	\$3,533.75	\$3,633.93	\$3,737.59	\$3,844.36	\$3,992.21
		BW	\$1,499.84	\$1,542.48	\$1,586.00	\$1,630.96	\$1,677.20	\$1,725.04	\$1,774.32	\$1,842.56
		H	\$18,748	\$19,281	\$19,825	\$20,387	\$20,965	\$21,563	\$22,179	\$23,032
10	Transfer Station Laborer	A	\$40,691.04	\$41,847.52	\$43,041.44	\$44,268.64	\$45,524.96	\$46,820.80	\$48,164.48	\$50,015.68
		M	\$3,390.92	\$3,487.29	\$3,586.79	\$3,689.05	\$3,793.75	\$3,901.73	\$4,013.71	\$4,167.97
		BW	\$1,565.04	\$1,609.52	\$1,655.44	\$1,702.64	\$1,750.96	\$1,800.80	\$1,852.48	\$1,923.68
		H	\$19,563	\$20,119	\$20,693	\$21,283	\$21,887	\$22,510	\$23,156	\$24,046
11		A	\$42,459.04	\$43,671.68	\$44,915.52	\$46,203.04	\$47,528.00	\$48,886.24	\$50,277.76	\$52,222.56
		M	\$3,538.25	\$3,639.31	\$3,742.96	\$3,850.25	\$3,960.67	\$4,073.85	\$4,189.81	\$4,351.88
		BW	\$1,633.04	\$1,679.68	\$1,727.52	\$1,777.04	\$1,828.00	\$1,880.24	\$1,933.76	\$2,008.56
		H	\$20,413	\$20,996	\$21,594	\$22,213	\$22,850	\$23,503	\$24,172	\$25,107
12		A	\$44,308.16	\$45,581.12	\$46,883.20	\$48,222.72	\$49,599.68	\$51,026.56	\$52,495.04	\$54,529.28
		M	\$3,692.35	\$3,798.43	\$3,906.93	\$4,018.56	\$4,133.31	\$4,252.21	\$4,374.59	\$4,544.11
		BW	\$1,704.16	\$1,753.12	\$1,803.20	\$1,854.72	\$1,907.68	\$1,962.56	\$2,019.04	\$2,097.28
		H	\$21,302	\$21,914	\$22,540	\$23,184	\$23,846	\$24,532	\$25,238	\$26,216
13		A	\$46,252.96	\$47,577.92	\$48,944.48	\$50,340.16	\$51,787.84	\$53,277.12	\$54,824.64	\$56,944.16
		M	\$3,854.41	\$3,964.83	\$4,078.71	\$4,195.01	\$4,315.65	\$4,439.76	\$4,568.72	\$4,745.35
		BW	\$1,778.96	\$1,829.92	\$1,882.48	\$1,936.16	\$1,991.84	\$2,049.12	\$2,108.64	\$2,190.16
		H	\$22,237	\$22,874	\$23,531	\$24,202	\$24,898	\$25,614	\$26,358	\$27,377

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY25 Pay Plan: Contract Exhibit "A"
\$1.00/hr + 3.50% Across-the-Board
Effective July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14	A	\$48,289.28	\$49,674.56	\$51,095.20	\$52,565.76	\$54,067.52	\$55,623.36	\$57,224.96	\$59,450.56
	M	\$4,024.11	\$4,139.55	\$4,257.93	\$4,380.48	\$4,505.63	\$4,635.28	\$4,768.75	\$4,954.21
	BW	\$1,857.28	\$1,910.56	\$1,965.20	\$2,021.76	\$2,079.52	\$2,139.36	\$2,200.96	\$2,286.56
	H	\$23.216	\$23.882	\$24.565	\$25.272	\$25.994	\$26.742	\$27.512	\$28.582
15	A	\$50,404.64	\$51,852.32	\$53,352.00	\$54,876.64	\$56,447.04	\$58,090.24	\$59,770.88	\$62,096.32
	M	\$4,200.39	\$4,321.03	\$4,446.00	\$4,573.05	\$4,703.92	\$4,840.85	\$4,980.91	\$5,174.69
	BW	\$1,938.64	\$1,994.32	\$2,052.00	\$2,110.64	\$2,171.04	\$2,234.24	\$2,298.88	\$2,388.32
	H	\$24.233	\$24.929	\$25.650	\$26.383	\$27.138	\$27.928	\$28.736	\$29.854
16	A	\$52,624.00	\$54,138.24	\$55,692.00	\$57,304.00	\$58,963.84	\$60,669.44	\$62,416.64	\$64,848.16
	M	\$4,385.33	\$4,511.52	\$4,641.00	\$4,775.33	\$4,913.65	\$5,055.79	\$5,201.39	\$5,404.01
	BW	\$2,024.00	\$2,082.24	\$2,142.00	\$2,204.00	\$2,267.84	\$2,333.44	\$2,400.64	\$2,494.16
	H	\$25.300	\$26.028	\$26.775	\$27.550	\$28.348	\$29.168	\$30.008	\$31.177
17	A	\$54,943.20	\$56,528.16	\$58,152.64	\$59,837.44	\$61,582.56	\$63,354.72	\$65,201.76	\$67,733.12
	M	\$4,578.60	\$4,710.68	\$4,846.05	\$4,986.45	\$5,131.88	\$5,279.56	\$5,433.48	\$5,644.43
	BW	\$2,113.20	\$2,174.16	\$2,236.64	\$2,301.44	\$2,368.56	\$2,436.72	\$2,507.76	\$2,605.12
	H	\$26.415	\$27.177	\$27.958	\$28.768	\$29.607	\$30.459	\$31.347	\$32.564
18	A	\$57,364.32	\$59,026.24	\$60,731.84	\$62,504.00	\$64,296.96	\$66,173.12	\$68,080.48	\$70,732.48
	M	\$4,780.36	\$4,918.85	\$5,060.99	\$5,208.67	\$5,358.08	\$5,514.43	\$5,673.37	\$5,894.37
	BW	\$2,206.32	\$2,270.24	\$2,335.84	\$2,404.00	\$2,472.96	\$2,545.12	\$2,618.48	\$2,720.48
	H	\$27.579	\$28.378	\$29.198	\$30.050	\$30.912	\$31.814	\$32.731	\$34.006

* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
SEASONAL

FY24 PAY PLAN: Exhibit "B"
3.00% Across-the-Board
Effective December 23, 2023 - December 20, 2024

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	Buildings & Grounds Maint. I	A	\$24,943.36	\$26,459.68	\$27,254.24	\$28,071.68	\$28,916.16	\$29,789.76	\$30,669.60
		M	\$2,078.61	\$2,141.19	\$2,271.19	\$2,339.31	\$2,409.68	\$2,482.48	\$2,555.80
		BW	\$959.36	\$988.24	\$1,048.24	\$1,079.68	\$1,112.16	\$1,145.76	\$1,179.60
		H	\$11,992	\$12,353	\$13,103	\$13,496	\$13,902	\$14,322	\$14,745
4	Buildings & Grounds Maint. II	A	\$27,289.60	\$28,111.20	\$29,818.88	\$30,719.52	\$31,640.96	\$32,585.28	\$33,573.28
		M	\$2,274.13	\$2,342.60	\$2,484.91	\$2,559.96	\$2,636.75	\$2,715.44	\$2,797.77
		BW	\$1,049.60	\$1,081.20	\$1,146.88	\$1,181.52	\$1,216.96	\$1,253.28	\$1,291.28
		H	\$13,120	\$13,515	\$14,336	\$14,769	\$15,212	\$15,666	\$16,141
8	Laborer	A	\$32,672.64	\$33,668.96	\$35,717.76	\$36,793.12	\$37,893.44	\$39,035.36	\$40,204.32
		M	\$2,722.72	\$2,805.75	\$2,976.48	\$3,066.09	\$3,157.79	\$3,252.95	\$3,350.36
		BW	\$1,256.64	\$1,294.96	\$1,373.76	\$1,415.12	\$1,457.44	\$1,501.36	\$1,546.32
		H	\$15,708	\$16,187	\$17,172	\$17,689	\$18,218	\$18,767	\$19,329

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
SEASONAL

FY25 PAY PLAN: Exhibit "B"
\$1.00/hr + 3.50% Across-the-Board
Effective December 21, 2024 - December 19, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
2	Buildings & Grounds Maint. I	A	\$27,969.76	\$29,538.08	\$30,361.76	\$31,206.24	\$32,081.92	\$32,984.64	\$33,895.68	
		M	\$2,330.81	\$2,395.47	\$2,461.51	\$2,530.15	\$2,600.52	\$2,673.49	\$2,748.72	\$2,824.64
		BW	\$1,075.76	\$1,105.60	\$1,136.08	\$1,167.76	\$1,200.24	\$1,233.92	\$1,268.64	\$1,303.68
		H	\$13.447	\$13.820	\$14.201	\$14.597	\$15.003	\$15.424	\$15.858	\$16.296
4	Buildings & Grounds Maint. II	A	\$30,397.12	\$31,247.84	\$32,117.28	\$33,015.84	\$33,947.68	\$34,900.32	\$35,877.92	\$36,901.28
		M	\$2,533.09	\$2,603.99	\$2,676.44	\$2,751.32	\$2,828.97	\$2,908.36	\$2,989.83	\$3,075.11
		BW	\$1,169.12	\$1,201.84	\$1,235.28	\$1,269.84	\$1,305.68	\$1,342.32	\$1,379.92	\$1,419.28
		H	\$14.614	\$15.023	\$15.441	\$15.873	\$16.321	\$16.779	\$17.249	\$17.741
8	Laborer	A	\$35,969.44	\$37,001.12	\$38,041.12	\$39,120.64	\$40,233.44	\$41,373.28	\$42,554.72	\$43,765.28
		M	\$2,997.45	\$3,083.43	\$3,170.09	\$3,260.05	\$3,352.79	\$3,447.77	\$3,546.23	\$3,647.11
		BW	\$1,383.44	\$1,423.12	\$1,463.12	\$1,504.64	\$1,547.44	\$1,591.28	\$1,636.72	\$1,683.28
		H	\$17.293	\$17.789	\$18.289	\$18.808	\$19.343	\$19.891	\$20.459	\$21.041

EXHIBIT "A"

CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION
FY25 PAY PLAN

\$0.50 Mkt. Adj. for each step plus 4.11% PARKING METER RANGE P-1
\$0.50 Mkt. Adj. for each step plus 4.11% SENIOR POLICE OFFICERS RANGE P-3
Effective: July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Atdt.				
	A	\$46,325.76	\$48,110.40	\$50,017.76	\$51,673.44
	M	\$3,860.48	\$4,009.20	\$4,168.15	\$4,306.12
	BW	\$1,781.76	\$1,850.40	\$1,923.76	\$1,987.44
	H	\$22.272	\$23.130	\$24.047	\$24.843
P-3	Sr. Police Officer				
	A	\$75,433.28	\$78,734.24	\$82,103.84	\$85,687.68
	M	\$6,286.11	\$6,561.19	\$6,841.99	\$7,140.64
	BW	\$2,901.28	\$3,028.24	\$3,157.84	\$3,295.68
	H	\$36.266	\$37.853	\$39.473	\$41.196

EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION

FY25 PAY PLAN: \$0.50 Mkt. Adj. for each step plus 4.11% FOR RANGES C-1, C-2, P-T1 AND P-T2
Effective: July 6, 2024 - July 4, 2025

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
C-1	Account Clerk	A	\$54,764.32	\$56,301.44	\$57,898.88	\$59,529.60	\$61,218.56	\$62,957.44	\$64,748.32	\$66,576.64
	Computer Operator	M	\$4,563.69	\$4,691.79	\$4,824.91	\$4,960.80	\$5,101.55	\$5,246.45	\$5,395.69	\$5,548.05
	Radio Dispatcher	BW	\$2,106.32	\$2,165.44	\$2,226.88	\$2,289.60	\$2,354.56	\$2,421.44	\$2,490.32	\$2,560.64
		H	\$26.329	\$27.068	\$27.836	\$28.620	\$29.432	\$30.268	\$31.129	\$32.008
C-2	Records & Computer	A	\$57,345.60	\$58,953.44	\$60,632.00	\$62,341.76	\$64,122.24	\$65,923.52	\$67,812.16	\$69,746.56
	Services Supervisor	M	\$4,778.80	\$4,912.79	\$5,052.67	\$5,195.15	\$5,343.52	\$5,493.63	\$5,651.01	\$5,812.21
		BW	\$2,205.60	\$2,267.44	\$2,332.00	\$2,397.76	\$2,466.24	\$2,535.52	\$2,608.16	\$2,682.56
		H	\$27.570	\$28.343	\$29.150	\$29.972	\$30.828	\$31.694	\$32.602	\$33.532
P-T 1	P-T Dispatchers	H	\$19.367	\$19.896	\$20.440	\$21.011	\$21.588	\$22.191	\$22.807	\$23.449
	P-T Meter Attendants									
	P-T Clerical									
P-T 2	Crossing Guards	H	\$19.367							

EXHIBIT "C"
CITY OF CEDAR FALLS, IOWA
POLICE DEPT. - UNION
FY25 POLICE OFFICER PAY PLAN
\$0.50 Mkt. Adj. for each step plus 4.11% FOR STEPS P-2 I - P-2 IX
Effective: July 6, 2024 - July 4, 2025

		STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX	
P-2	Police Officer	A	\$66,553.76	\$73,126.56	\$74,526.40	\$75,955.36	\$77,409.28	\$78,888.16	\$81,523.52	\$83,478.72	\$85,687.68
		M	\$5,546.15	\$6,093.88	\$6,210.53	\$6,329.61	\$6,450.77	\$6,574.01	\$6,793.63	\$6,956.56	\$7,140.62
		BW	\$2,559.76	\$2,812.56	\$2,866.40	\$2,921.36	\$2,977.28	\$3,034.16	\$3,135.52	\$3,210.72	\$3,295.67
		H	\$31,997	\$35,157	\$35,830	\$36,517	\$37,216	\$37,927	\$39,194	\$40,134	\$41,196
P-2 P	Police Officer/ Part time	H	\$22,974	\$25,243	\$25,726	\$26,219	\$26,721	\$27,232	\$28,141	\$28,816	\$29,579
PSO-1	Public Safety Officer	A	\$66,553.76	\$73,126.56	\$74,526.40	\$75,955.36	\$77,409.28	\$78,888.16	\$81,523.52	\$83,478.72	\$85,687.68
		M	\$5,546.15	\$6,093.88	\$6,210.53	\$6,329.61	\$6,450.77	\$6,574.01	\$6,793.63	\$6,956.56	\$7,140.62
		BW	\$2,559.76	\$2,812.56	\$2,866.40	\$2,921.36	\$2,977.28	\$3,034.16	\$3,135.52	\$3,210.72	\$3,295.67
		H	\$31,997	\$35,157	\$35,830	\$36,517	\$37,216	\$37,927	\$39,194	\$40,134	\$41,196
PSO-2	Public Safety Officer	A	\$74,207.44	\$81,536.11	\$83,096.94	\$84,690.23	\$86,311.35	\$87,960.30	\$90,898.72	\$93,078.77	\$95,541.76
		M	\$6,183.95	\$6,794.68	\$6,924.74	\$7,057.52	\$7,192.61	\$7,330.02	\$7,574.89	\$7,756.56	\$7,961.79
		BW	\$2,854.13	\$3,136.00	\$3,196.04	\$3,257.32	\$3,319.67	\$3,383.09	\$3,496.10	\$3,579.95	\$3,674.67
		H	\$35,677	\$39,200	\$39,950	\$40,716	\$41,496	\$42,289	\$43,701	\$44,749	\$45,934
	H(24)	\$26,982	\$29,647	\$30,215	\$30,794	\$31,383	\$31,983	\$33,051	\$33,844	\$34,740	

* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING THE CITY'S FY2025 PAYROLL RESOLUTION

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and adopting the City's FY2025 Payroll Resolution, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said Payroll Resolution.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the City's FY2025 Payroll Resolution, including the supporting pay bands and wage schedules are hereby approved and adopted.

ADOPTED this 17th day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



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

TO: Mayor Laudick and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: June 17, 2024

SUBJECT: **FY25 Wellmark Blue Cross and Blue Shield Health Plan Administrative Services Agreement and Stop Loss Policy**

The City's FY25 group health plan renewal with Wellmark Blue Cross and Blue Shield effective July 1, 2024 has no major changes to covered services. While coverage remains substantively the same, the plan network will switch from a Preferred Provider Organization (PPO) BCBS nationwide coverage network to a Point of Service (POS) BCBS Iowa state-wide coverage network. This change is expected to result in approximately 8.61% or \$355,103.90 in savings from our previous plan.

Attached for your approval is the health plan Administrative Services Agreement for FY25 with Wellmark Blue Cross and Blue Shield. Wellmark is proposing an approximate 5% increase per plan member per month to their total Administrative Fee which consists of a Medical Administrative Fee, Pharmacy Coordination Fee, and Network Access Fee.

Also attached for your approval is a Stop Loss Policy and rate exhibit for FY25 with Wellmark Blue Cross and Blue Shield related to the City's health plan. There is no change to the individual stop loss deductible of \$110,000 per member. The rate exhibit shows a \$32.17 increase in the per plan member per month individual stop loss premium for FY25 which is projected to increase the fixed costs of the City's health insurance plan by approximately \$87,631 during FY25 based on current enrollment. This premium increase is due to a high number of large health claims incurred by plan members. There is no proposed increase from the prior year to the City's aggregate stop loss premium per plan member per month.

City staff recommends approval of both documents. If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachments

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA WELLMARK HEALTH PLAN OF IOWA, INC.

and

City of Cedar Falls

Agreement Effective Date: July 1, 2024

Form Number: IA WBCBSI & WHPI LG SF – Custom 05/31/2024

Version: 09/23

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July, 2024 (“**Effective Date**”), by and between Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, and Wellmark Health Plan of Iowa, Inc., an Iowa health maintenance organization, (collectively referred to herein as “**Wellmark**” unless either company is specifically referenced by name), and City of Cedar Falls, an Iowa public entity with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar Applicable Law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

- 1.4 **“Affordable Care Act” or “ACA”** means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, **“ACA”**), including implementing regulations.
- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **“Applicable Law”** means applicable federal statutes, regulations, and regulatory guidance, as well as applicable statutes, regulations, and regulatory guidance enacted, promulgated or issued by the state identified in section 10.12. Applicable Law may include, but is not limited to, ERISA, the ACA, HIPAA, COBRA, federal mental health parity requirements, the Transparency in Coverage final rule (85 Fed. Reg. 72158), the federal No Surprises Act, and the Consolidated Appropriation Act, 2021 (**“CAA”**).
- 1.8 **“Benefits Document”** means the written document(s) available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.9 **“Capitation”** means a per Member fixed fee amount that may be paid by Wellmark on behalf of Account to certain health care providers each month for certain Covered Services that may be provided to a Member. The Capitation amount may change during the term of this Agreement in accordance with agreements between Wellmark and the providers regarding payment and the scope of capitated services.
- 1.10 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.11 **“Claims Paid”** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.12 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.13 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or

its affiliates, directors, officers, employees and agents (the “**Disclosing Party**”) to the other party, its affiliates, directors, officers, employees and agents (the “**Receiving Party**”). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.14 “**Covered Charges**” means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.15 “**Covered Services**” means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.16 “**Employer Consulting and Well-being Services**” means certain information and tools meant to help Members improve health, increase productivity and decrease absenteeism, and/or assisting employers with creating well-being solutions or wellness programs at their worksites for their Members. These services may include an online wellness center and wellness assessment; paper wellness assessment; telephonic health coaching; wellness screenings (biometrics); tobacco cessation coaching; wellness challenges; health program referrals; or debit card redemption.
- 1.17 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.18 “**Global Payment/Total Cost of Care**” means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.19 “**Grandfathered Health Plan**” or “**Non-Grandfathered Health Plan**” mean the same as such terms are used in the ACA.
- 1.20 “**Health Services**” means educational and informational care management services Wellmark may provide to Members designed to encourage Members’ good health and help them make better health care decisions. Health Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, care management, or other programs.
- 1.21 “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.22 “**Host Blue**” means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.

- 1.23 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.
- 1.24 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date.
- 1.25 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the network participation and simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark’s contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.26 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.27 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.28 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.29 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

- 1.30 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.31 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.32 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.33 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.34 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.35 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.
- 1.36 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.37 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.38 **“Wellmark Confidential Information”** means any Confidential Information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, claim specific financial data, including but not limited to allowed amount, coinsurance amount, copayment amount, deductible amount, dispensing fee paid, ingredient cost paid, amount paid, claims submitted paid amount; payment arrangements, discounts with providers and pharmacies, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and Applicable Law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:

- a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;
- b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
- c. Designating the Plan Year for the Plan;
- d. Complying with all Applicable Laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage ("**SBC**"), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also: (i) make available to Members on request the uniform glossary of insurance-related terms; (ii) comply with any applicable non-discrimination laws in the design and administration of the Plan; (iii) to the extent Account has a public website, post the machine readable file link supplied by Wellmark on its public website; (iv) to the extent Account has a public website, comply with balance billing disclosure posting requirements under Applicable Law; and (v) furnish all notices and fulfill all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
- e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;
- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.7 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any

time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;

- h. If the coverage of any Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and
- l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.
- m. Supplying information requested by Wellmark in the time, form, format, and manner required by Wellmark to assist Wellmark in filing the reports identified in Sections 3.1(h) and 3.1(i) on Account's behalf; provided, however, that Account must give Wellmark notice by March 1st if Account will file all or any part of such reports due in that calendar year directly with the Centers for Medicare and Medicaid ("CMS").

2.2 Enrollment Information; Social Security Number Reporting; Information Requirements. Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations

under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

- 2.3 **Account Representation Regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all Applicable Laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.
- 2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.
- 2.5 **Medicare Secondary Payer ("MSP").** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and Applicable Law, Wellmark provides information to Centers for Medicare and Medicaid Services ("**CMS**") regarding such dual health coverage for Members and Account's enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account's size and status and Employer Identification Number ("**EIN**")(s), or concerning the Medicare

enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third-party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage, which shall be reflected in a separate policy. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account is also solely responsible for ensuring that such stop loss coverage is consistent with Account's benefits documents and Wellmark's administration thereof. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.
- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark's claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid

and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:

- a. Wellmark shall provide Account with a written draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
- b. Wellmark shall provide access to a network(s) of health care providers, and shall make information about the network and network providers available to Members, and shall administer a provider directory response protocol, all in compliance with Applicable Laws;
- c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
- d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with Applicable Laws, including, but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;
- e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
- f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, Applicable Laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, participation in the negotiation and Independent Dispute Resolution process under the federal No Surprises Act on behalf of Account and in consultation with Account where Wellmark recommends a higher offer amount on a claim in IDR than the initial payment amount, and may include monitoring, detection, investigation, and recovery (including recovery based on extrapolation of claims) of potentially wasteful, abusive or fraudulent Incurred Claims submitted by providers or Members. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific

Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall comply with public rate and payment information access, balance billing disclosure requirements, and cost-sharing information disclosure requirements pursuant to Applicable Laws;
 - h. Conditioned on Account supplying requested information as required in Section 2.1(m) or opting out of such services by March 1st of the reporting year, Wellmark will annually report Account's information in an aggregated manner on Schedules D-1 and D-2 that Wellmark files with CMS as required by Section 204 of the CAA and in accordance with Applicable Laws. To the extent that Account obtains pharmacy benefit administrative services through Wellmark, Wellmark will directly or indirectly, through its pharmacy benefits manager, annually report Account's pharmacy benefit information in an aggregated manner on Schedules D-3 through D-8 in accordance with Applicable Laws. If Account does not obtain pharmacy benefit administrative services through Wellmark, Account is responsible for directly filing or ensure its pharmacy benefits manager files Schedules D-3 through D-8 on Account's behalf.
 - i. Conditioned on Account supplying requested information, if any, as required in Section 2.1(m), Wellmark will annually report Account's air ambulance information as required by Applicable Laws.
 - j. Wellmark shall provide explanation of benefits to Plan Members in compliance with Applicable Law.
 - k. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and Applicable Law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations ("IROs"), pursuant to the requirements of the Plan and Applicable Law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
 - l. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.
- 3.2 **Health Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Health Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit "A" attached to this Agreement. Health Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account

does not have any right, title or interest in or to the Health Services or the intellectual property underlying such Health Services. Wellmark reserves the right to change, replace, or discontinue Health Services from time to time without notice or amendment of this Agreement.

- 3.3 **Employer Consulting and Well-Being Services.** To the extent that Account has purchased Employer Consulting and Well-Being Services for a fee as shown on Exhibit “A”, Wellmark shall provide such Employer Consulting and Well-Being Services to Account and Members. Such Employer Consulting and Well-Being Services will be provided in accordance with the written direction of Account. Account is responsible for the design and implementation of its employer-sponsored wellness program and shall comply with all Applicable Laws in connection with such programs.
- 3.4 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members. Value-added services are not insurance coverage, and Wellmark reserves the right to change, replace, or discontinue value-added services, including identity protection, from time to time without notice or amendment of this Agreement.
- 3.5 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account’s Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.
- 3.6 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after the twelve (12) month run-out period described in Section 8.6. Following such run-out period, Wellmark will forward any open recovery file information to its third-party recovery vendor. The third-party recovery vendor shall continue to pursue files, except that it shall not pursue recovery on any claims that would need to be adjusted in Wellmark’s claims system in order to effect recovery, including but not limited to most accepted workers’ compensation claims, and shall work directly with Account to return any funds recovered.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including

the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third-party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier, if applicable, has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for the attorney fees. Such fees shall first be deducted from the gross amount recovered and the third-party recovery vendor's fee shall be calculated on the reduced amount. If there is no recovery, the third-party recovery vendor will remain responsible for the attorney fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.7 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and Applicable Law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Capitation, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late or Returned Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. If Account's payment is returned for insufficient funds, Wellmark reserves the right to impose additional fees. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5
CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 **Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which will include restrictions reasonably designed to limit public disclosure of Wellmark Confidential Information, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.
- 5.2 **Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by Applicable Law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with Applicable Law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
 - b. If the Receiving Party is required to disclose Confidential Information pursuant to Applicable Law, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
 - c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the

Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or Applicable Law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.

- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration, Account's compliance with Applicable Law, or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling or leasing Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Gag Clause.** Notwithstanding any provision of this Agreement to the contrary, the Plan shall not be directly or indirectly restricted from:

- a. Providing provider-specific cost or quality of care information or data, through a consumer engagement tool or any other means, to referring providers, Account, participants, beneficiaries, or enrollees, or individuals eligible to become participants, beneficiaries, or enrollees of the Plan;
- b. Electronically accessing de-identified claims and encounter information or data for each participant, beneficiary, or enrollee in the Plan, upon request and consistent with Applicable Laws, including, on a per claim basis:
 - i. Financial information, such as the allowed amount, or any other claim-related financial obligations included in the provider contract;
 - ii. Provider information, including name and clinical designation;
 - iii. Service codes; or
 - iv. Any other data element included in claim or encounter transactions; or
- c. Sharing information or data described in items (i) or (ii), or directing that such data be shared, with a business associate as defined in section 160.103 of title 45, Code of Federal Regulations (or successor regulations), consistent with Applicable Laws.

- 5.4 **Wellmark's Ownership of Wellmark Confidential Information.** Wellmark retains all ownership and rights to Wellmark Confidential Information. Disclosure of Wellmark Confidential Information to the Account or any other Receiving Party does not alter Wellmark's ownership rights of Wellmark Confidential Information, does not create ownership rights for the Account or Receiving Party, and does not permit the Account or Receiving Party to disclose to any other party without Wellmark's prior written consent.
- 5.5 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all Applicable Laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.
- 5.6 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors or consultants compensated on a

contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark. This audit right does not otherwise restrict the Account's access to Confidential Information subject to the confidential assurances otherwise provided for in this Agreement.

- 5.7 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).
- 5.8 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

ARTICLE 6 PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; VALUE-BASED PROGRAMS; DISCLOSURE OF COMPENSATION

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
- b. Capitation arrangements under which payment is based on a monthly per Member per month fixed fee or other payment methodology that is based on pre-determined criteria; or
- c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not

required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.

- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.
- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting Providers**"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full, except to the extent prohibited by Applicable Law, including the federal No Surprises Act.
- 6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a "**Lawsuit**"). Other than for mass tort matters, which are subject to the third-party liability recovery provisions set forth in Section 3.6 above, Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark's receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.
- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account's Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Total Care, Account's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.

- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Account's Responsibility for Claims Paid.** Account is solely responsible for all Capitation and Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account's direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. For Wellmark Health Plan of Iowa, Inc. coverage, network access is only available within the geographic area Wellmark serves other than as described under Inter-Plan Arrangements. Wellmark has no obligation to pay Capitation and Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.
- 7.3 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:
- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
 - b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
 - c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
 - d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper disclosure of Confidential Information by Account or such third party;

- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with Applicable Law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or
- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.

7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:

- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and

- b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE HEALTH SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE HEALTH SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Nondiscrimination Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of nondiscrimination requirements of the ACA, Internal Revenue Code Section 105(h), or other applicable state or federal law. Wellmark also will not provide any testing for compliance with the ACA, Internal Revenue Code Section 105(h) nondiscrimination requirements, or other applicable state or federal law and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of any such provision. Notwithstanding the foregoing, Wellmark performs federal Mental Health Parity and Addiction Equity Act (MHPAEA) financial requirement testing ("substantially all" test / "predominant" test) for group health plans, unless Account has notified Wellmark in writing of its opt out of such testing.

- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”). Certain guarantees and programs as more fully described in the Exhibits to this Agreement may be modified or terminated on an earlier date as specified in the applicable Exhibit without termination of the entire Agreement.
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.
- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason. Wellmark, in its sole discretion, may permit Account to reinstate this Agreement upon payment of a reinstatement fee and all other outstanding amounts due.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account’s nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., Claims Paid adjustments or recoveries other than third party liability

recoveries, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.

- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to Applicable Law and Association guidelines.
- 9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements.**" These

Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement (“**participating providers**”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“**Host Blue**”). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement (“**nonparticipating providers**”) with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark’s payment practices in both instances are described below.

Wellmark Health Plan of Iowa, Inc. covers only limited health care services received outside of the Wellmark Health Plan of Iowa, Inc. service area. As used in this Section “Out-of-Area Covered Services” include emergency care, accidental injuries, approved guest membership, or approved out-of-network referrals obtained outside the geographic area Wellmark Health Plan of Iowa, Inc. serves. Any other services will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Wellmark Health Plan of Iowa, Inc.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Out-of-Area Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.
 - i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Out-of-Area Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider’s billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
 - ii. **Account Liability Calculation Method Per Claim.** The calculation of Account’s liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member’s deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider’s participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such

a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

- iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
- a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Out-of-Area Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account

terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit “A”**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance (“**AEA**”) Fees, are included in Wellmark’s general Administrative Fee as set forth in Exhibit “A”. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.

- b. **Special Cases: Value-Based Programs.** Account’s Members may access Covered Services from providers that participate in Wellmark’s or a Host Blue’s Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
 - i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.

- b) Supplemental Factor: The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- c) Per Member Per Month (“**PMPM**”) billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:
 - a) PMPM billings; or
 - b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“**CPT**”) published by the American Medical Association (“**AMA**”) or Healthcare Common Procedure Coding System (“**HCPCS**”) published by the Centers for Medicare and Medicaid Services (“**CMS**”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.
- d. **Nonparticipating Providers Outside Wellmark’s Service Area.**
 - i. **Member Liability Calculation.**
 - a) **In General.** When Out-of-Area Covered Services are provided outside of Wellmark’s service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue’s nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Out-of-Area Covered Services as set forth in this paragraph. Payments for out-of-network

emergency services will be governed by applicable federal and state law.

- b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Out-of-Area Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by Applicable Law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

- ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".

e. **Blue Cross Blue Shield Global® Core.**

- i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard® service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

- ii. **Blue Cross Blue Shield Global® Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association,

and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.

- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit “A”, or to terminate this Agreement in accordance with Section 8.3.
- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit “A” shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account’s self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.
- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.

- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.
- 10.6 **Effectiveness of Agreement.** This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.
- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.
- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of Iowa
 Wellmark Health Plan of Iowa, Inc.
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11 DISPUTE RESOLUTION

11.1 **Dispute Resolution; Mandatory Arbitration.**

- a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are

the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.

- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement.**
- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA’s National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the

AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.

- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application

of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

- p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 **Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.**

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by Applicable Law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 5.8, 7.9, and 8.8, no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.
- c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark, Inc., doing business as
Wellmark Blue Cross and Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Title: _____

**Wellmark Blue Cross and Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees**

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.

Rating Period:

The Rating Period begins on 7/01/2024 and ends on 6/30/2025.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health: \$48.06 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Pharmacy Vendor Admin Fee:

\$2.00 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

Network Access Fee:

\$7.94 per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).

**Wellmark Blue Cross and Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees**

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:**Third Party Liability Vendor Fees:**

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount, except that the service fee for recoveries under the recovery vendor's mass tort recovery program is 20% of the recovered amount. These fees are subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 5/16/2024

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2024
Stop Loss Period: July 1, 2024 to June 30, 2025

Form Number: IA Wellmark, Inc. LG SLP

Version: 09/23

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “**Policy**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “**Wellmark**”), effective as of the **first** day of **July, 2024** (“**Effective Date**”), to City of Cedar Falls, an Iowa public entity, with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the **Plan**”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 “**Aggregate Deductible**” means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account’s liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 “**Attachment Point**” means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account’s Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 “**Applicable Law**” means applicable federal statutes, regulations, and regulatory guidance, as well as applicable statutes, regulations, and regulatory guidance enacted, promulgated or issued by the state identified in Section 6.4. Applicable Law may include, but is not limited to, ERISA, the ACA, HIPAA, COBRA, federal mental health parity requirements, the Transparency in Coverage final rule (85 Fed. Reg. 72158), the federal No Surprises Act, and the Consolidated Appropriation Act, 2021 (“**CAA**”).
- 1.4 “**Benefit Services Administrator**” means the company or companies specified on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative

services agreement in effect during the Stop Loss Period. If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that such third-party vendor is specified on Exhibit "A" as a Benefit Services Administrator.

- 1.5 **"Benefits Document"** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.
- 1.6 **"Capitation"** means a per Member fixed fee amount that may be paid by the Benefit Services Administrator on behalf of Account to certain health care providers each month for certain covered services. The Capitation amount may change during the term of this Policy in accordance with agreements between Wellmark and the providers regarding payment and the scope of the capitated services.
- 1.7 **"Claims"** means the dollar amount of the Benefit Services Administrator's payment on behalf of the Account for covered health care services, including Capitation amounts, if applicable, provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid at the direction of the Plan for health care services that Benefits Services Administrator deems to be investigational or experimental, but for which Account has waived the general limitation or exclusion for investigational or experimental procedures, (d) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (e) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (f) amounts paid that are not for covered health care services under the terms of the Plan. With regard to pharmacy services, "Claims" includes any adjustments or reversals after the Incurred Date.
- 1.8 **"Claims Eligible for Reimbursement"** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit "A".
- 1.9 **"Incurred Date"** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date. With regard to pharmacy services, the date on which a prescription drug is dispensed by a pharmacy (the "fill date") is considered as the Incurred Date.
- 1.10 **"Individual Deductible"** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit "A", which is the Account's liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.11 **"Member"** means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan's eligibility criteria, as determined and

identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.

- 1.12 **“Minimum Aggregate Deductible”** means an amount that is the Account's minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit "A", multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (“YTD”) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.
- 1.13 **“Paid Date”** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under Applicable Law, the date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy. With regard to pharmacy services, the Paid Date is the later of: (i) the date on which a prescription drug is dispensed by a pharmacy (the “fill date”), or (ii) the date on which a prescription drug claim was adjusted or reversed.
- 1.14 **“Plan”** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.15 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.16 **“Protected Health Information” or “PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.17 **“Run-In Period”** means the period of time set forth on Exhibit “A” prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.18 **“Stop Loss Claims”** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.19 **“Stop Loss Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A” issued to Account and attached to this Policy and incorporated by this reference.
- 1.20 **“Stop Loss Premium”** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit “A”.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.

Account also agrees to pay Wellmark the Stop Loss Premiums set forth on Exhibit "A", for aggregate terminal stop loss coverage in a lump sum at the date of termination of this Policy.

2.2 **Late or Returned Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. Late fees are calculated on the entire amount due regardless of any partial payments. If Account's payment is returned for insufficient funds, Wellmark reserves the right to impose additional fees. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. If Account arranges for health plan administration services for the Plan from a Benefit Services Administrator other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that its third-party Benefit Services Administrator provides Wellmark with all Claims data (including the Incurred Date and the Paid Date) and other information required by Wellmark in the form and format that Wellmark requests to process such stop loss

coverage. Account shall be responsible for ensuring the accuracy of all such reports and information provided by any such third-party Benefit Services Administrator. Account's failure or its third-party Benefit Services Administrator's failure to provide complete and timely information may cause Stop Loss Claims to be denied.

- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, if applicable, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. To the extent that Account is eligible to receive a payment or credit from the Benefit Services Administrator for any portion of Claims, Wellmark may, in its sole discretion, retain and apply such payment or credit as reimbursement for Wellmark's stop loss payment(s) under this Section. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("**Subrogation Vendor**") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point

under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.
- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the YTD Claims Eligible for Reimbursement;
 - b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the YTD Aggregate Deductible; and
 - c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.
- 3.3 **Terminal Aggregate Stop Loss Coverage.** If this Policy is terminated and not renewed or replaced, terminal aggregate stop loss coverage is provided for Claims with an Incurred Date during the Stop Loss Period and a Paid Date within the period specified on Exhibit "A" following termination ("**Terminal Claims**"). Wellmark shall reimburse Account if and when Terminal Claims exceed the adjusted terminal liability amount, calculated below. Individual Members' Claims are not limited in this terminal aggregate stop loss provision.

The adjusted terminal liability amount is calculated by dividing the terminal liability amount, shown on Exhibit "A", by the number of estimated Plan Members shown on Exhibit "A". The result is then multiplied by the sum of the Plan Members during the Stop Loss Period divided by the number of months during the Stop Loss Period.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy ("**Confidential Information**") shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.
- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit "A", unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit "A"

specifying a new Stop Loss Period is issued and executed by Wellmark. Except as provided on Exhibit A, Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.

- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the

amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".

- 6.4 **State of Issue; Applicable Law.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Effectiveness of Policy.** This Policy shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party.

Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 **Dispute Resolution; Mandatory Arbitration.**
- a. In the event of any controversy or claim arising out of or relating to this Policy, or the breach hereof (each a "**Dispute**"), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a "**Dispute Notice**") to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 8.2.
 - b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the "**Rules**"). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions

of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Policy.**

- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Policy concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA’s National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.

- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.

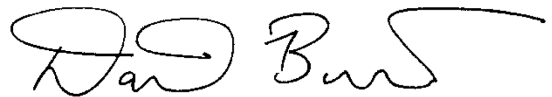
- p. The provisions of this Section 8.1 shall survive any termination of this Policy.

8.2 Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 8.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Policy, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS POLICY, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 4.4 and 5.5 no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- c. The provisions of this Section 8.2 shall survive any termination of this Policy.

Wellmark, Inc.

By:



David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Wellmark, Inc.
Stop Loss Policy

Item 26.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account Full Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2024 and ends on 6/30/2025.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark .

- Stop loss coverage is administered with a Run-in Period as a 84/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 72 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premium -Health- Individual (subject to any policy limitations listed below):

\$243.87 per Plan Member per month based on active Plan Members on last day of billing month.

Monthly Stop Loss Premium -Health- Aggregate (subject to any policy limitations listed below):

\$5.36 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$110,000 per Member

Covered Benefits: Health Pharmacy

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Pharmacy

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	Single	Family
Plan A POS	\$812.84	\$2,032.10
Plan A PPO	\$891.29	\$2,228.23

Exhibit "A" - Stop Loss Premiums and Financial Terms

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Terminal Stop Loss Coverage:

Claims Eligible for Terminal Aggregate Stop Loss Reimbursement:

The Claim shall have an Incurred Date within the Stop Loss Period and a Paid Date within 12 months following the end of the Stop Loss Period.

Terminal Liability Amount: \$726,737.00

Estimated Plan Members: 227

Terminal Stop Loss Premiums: \$18,300.00

Exhibit "A" Issue Date: 5/16/2024



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

Financial Services Division

TO: Mayor Laudick and City Council
FROM: Kate Aguiar, Payroll/HR Technician
DATE: June 7, 2024
SUBJECT: FY25 Fee Schedule

Attached is a copy of the proposed FY25 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY25 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2024. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
SEC. 2-311			
CIVIL SERVICE EXAMINATIONS			
Civil Service Test	No charge		
Civil Service Promotional Test	No charge		
SEC. 2-511			
CABLE TELEVISION DIVISION			
Video Duplication	\$15.00	Each DVD	
PUBLIC SAFETY SERVICES			
COPY RECORDS / DIGITAL DATA			
Police Incident Reports	\$15.00	Each report	20.00
Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10		
Color Copy, six or more pages + staff time over 30 minutes	\$0.20		
DOT Accident Reports	\$15.00	Each	20.00
Per media device + staff time over 30 minutes	\$15.00	Each	20.00
Photo Reprints (4x6 in-house)	\$1.00	Each	
Photo Reprints (larger/out-source)	At Cost		
Fire Incident Reports	\$10.00	Each report	
Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10		
Color Copy, six or more pages + staff time over 30 minutes	\$0.20		
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report	
Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10		
Color Copy, six or more pages + staff time over 30 minutes	\$0.20		
Copying of records - major project, including but not limited to video footage	Applicable fee above + staff time over 30 minutes		
POLICE SERVICES			
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.	
Funeral Escort	\$25.00		
1 Hr. of Squad Car Usage	\$16.50		
Applicant Fingerprinting	\$15.00	1-3 cards	20.00
Additional cards	\$2.00	Per card	5.00
Junk Vehicle Certificate	\$10.00		
Animal Control - Redemption Fee		NEW	50.00
SEC. 2-572			
PUBLIC RECORDS DIVISION			
Sale of City Code of Ordinances	\$200.00	Hard Cover	Includes cost of new book and mailing subsequent code supplements
Sale of City Zoning Ordinance	\$50.00	Paper Cover	Includes cost of new book and mailing subsequent code supplements
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost	
Sale of Official Financial Publications		Sold at cost	
Copying of City Records	No Charge	Five pages or less	
	\$0.10	Black & White Copy, six or more pages	
	\$0.20	Color Copy, six or more pages	
Copying of City Records - major projects	\$0.10	Black & White Copy, six or more pages + staff time over 30 minutes	
	\$0.20	Color Copy, six or more pages + staff time over 30 minutes	
SEC. 2-712			
ENGINEERING SERVICES			
Inspection and Design		Negotiated charges approved by City Council in Contract form	
Copying of maps, drawings, etc.	No Charge	Five standard pages or less	
	\$0.10	Each, six or more pages	
Copying of oversized maps, drawings, etc.	\$25.00	Each	
Sanitary Sewer Permit	\$100.00		
SEC. 2-809			
PUBLIC WORKS			
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner	
Electrical Panels For Special Events	\$50.00	Per Panel	
Electrical Panels For Special Events	\$250.00	Deposit Fee	
Memorial Bench with Installation	\$1,200.00		
Delivery of Picnic Tables for Special Events	\$10.00	Per Table	
Salt/Sand Mix	\$20.00	Each Ton	
			For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://lowadot.gov/local_systems/Equipment-Rates
Aerial Lift Truck	\$125.00	Per hour	
Traffic Control Devices Placement & Removal	\$100.00	Per placement	
All equipment listed above: 1 Hour Minimum			
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee	
Public Works/Code Enforcement - Bulk items left at the curb with no prearranged pick up	\$200 flat fee	Plus disposal costs for ban items; tires, appliances, computers, televisions	
Contaminated Solid Waste/Yard Waste Carts. When yard waste cart is contaminated with garbage, or garbage cart is contaminated with solid waste	\$50.00		
SEC. 3-1			
LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS			
	\$20.00	Daily or	
	\$200.00	Annually	
SEC. 3-43			
SIGN PERMITS			
	\$40.00	Minimum all signs and	\$45.00
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	
SEC. 3-46			
SIGN PAINTER'S OR ERECTOR'S LICENSE			
Painter's License	\$15.00	One year	
Erector's License	\$150.00	First year and	
	\$35.00	For renewal	
SEC. 6-46			
DOG AND CAT LICENSE			
Dog or Cat Altered	\$6.00	Each year	
Dog or Cat Not Altered	\$12.00	Each year	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
Late Licensing	Doubles	After March 31							
Duplicate License & Tag	\$1.00								
Tag & License Mailing Fee	\$1.00	Each Tag/License							
SEC. 6-99									
LICENSE FOR RIDING SCHOOLS OR STABLES	\$30.00	One year							
BUILDINGS AND BUILDING REGULATIONS									
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee							
SEC. 7-19									
BUILDING PERMITS									
Valuation									
\$1.00 TO \$500.00	\$25.00								
\$500.01 TO \$600.00	\$28.00								
\$600.01 TO \$700.00	\$31.00								
\$700.01 TO \$800.00	\$34.00								
\$800.01 TO \$900.00	\$37.00								
\$900.01 TO \$1,000.00	\$40.00								
\$1,001.01 TO \$1,100.00	\$43.00								
\$1,100.01 TO \$1,200.00	\$46.00								
\$1,200.01 TO \$1,300.00	\$49.00								
\$1,300.01 TO \$1,400.00	\$52.00								
\$1,400.01 TO \$1,500.00	\$55.00								
\$1,500.01 TO \$1,600.00	\$58.00								
\$1,600.01 TO \$1,700.00	\$61.00								
\$1,700.01 TO \$1,800.00	\$64.00								
\$1,800.01 TO \$1,900.00	\$67.00								
\$1,900.01 TO \$2,000.00	\$70.00								
\$2,000.01 TO \$3,000.00	\$85.00								
\$3,000.01 TO \$4,000.00	\$100.00								
\$4,000.01 TO \$5,000.00	\$115.00								
\$5,000.01 TO \$6,000.00	\$130.00								
\$6,000.01 TO \$7,000.00	\$145.00								
\$7,000.01 TO \$8,000.00	\$160.00								
\$8,000.01 TO \$9,000.00	\$175.00								
\$9,000.01 TO \$10,000	\$189.00								
\$10,000.01 TO \$11,000.00	\$203.00								
\$11,000.01 TO \$12,000.00	\$217.00								
\$12,000.01 TO \$13,000.00	\$231.00								
\$13,000.01 TO \$14,000.00	\$245.00								
\$14,000.01 TO \$15,000.00	\$259.00								
\$15,000.01 TO \$16,000.00	\$273.00								
\$16,000.01 TO \$17,000.00	\$287.00								
\$17,000.01 TO \$18,000.00	\$301.00								
\$18,000.01 TO \$19,000.00	\$315.00								
\$19,000.01 TO \$20,000.00	\$329.00								
\$20,000.01 TO \$21,000.00	\$343.00								
\$21,000.01 TO \$22,000.00	\$357.00								
\$22,000.01 TO \$23,000.00	\$371.00								
\$23,000.01 TO \$24,000.00	\$385.00								
\$24,000.01 TO \$25,000.00	\$399.00								
\$25,000.01 TO \$26,000.00	\$413.00								
\$26,000.01 TO \$27,000.00	\$423.00								
\$27,000.01 TO \$28,000.00	\$433.00								
\$28,000.01 TO \$29,000.00	\$443.00								
\$29,000.01 TO \$30,000.00	\$453.00								
\$30,000.01 TO \$31,000.00	\$463.00								
\$31,000.01 TO \$32,000.00	\$473.00								
\$32,000.01 TO \$33,000.00	\$483.00								
\$33,000.01 TO \$34,000.00	\$493.00								
\$34,000.01 TO \$35,000.00	\$503.00								
\$35,000.01 TO \$36,000.00	\$513.00								

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
\$36,000.01 TO \$37,000.00	\$523.00								
\$37,000.01 TO \$38,000.00	\$533.00								
\$38,000.01 TO \$39,000.00	\$543.00								
\$39,000.01 TO \$40,000.00	\$553.00								
\$40,000.01 TO \$41,000.00	\$563.00								
\$41,000.01 TO \$42,000.00	\$573.00								
\$42,000.01 TO \$43,000.00	\$583.00								
\$43,000.01 TO \$44,000.00	\$593.00								
\$44,000.01 TO \$45,000.00	\$603.00								
\$45,000.01 TO \$46,000.00	\$613.00								
\$46,000.01 TO \$47,000.00	\$623.00								
\$47,000.01 TO \$48,000.00	\$633.00								
\$48,000.01 TO \$49,000.00	\$643.00								
\$49,000.01 TO \$50,000.00	\$653.00								
\$50,000.01 TO \$51,000.00	\$663.00								
\$51,000.01 TO \$52,000.00	\$673.00								
\$52,000.01 TO \$53,000.00	\$683.00								
\$53,000.01 TO \$54,000.00	\$693.00								
\$54,000.01 TO \$55,000.00	\$700.00								
\$55,000.01 TO \$56,000.00	\$707.00								
\$56,000.01 TO \$57,000.00	\$714.00								
\$57,000.01 TO \$58,000.00	\$721.00								
\$58,000.01 TO \$59,000.00	\$728.00								
\$59,000.01 TO \$60,000.00	\$735.00								
\$60,000.01 TO \$61,000.00	\$742.00								
\$61,000.01 TO \$62,000.00	\$749.00								
\$62,000.01 TO \$63,000.00	\$756.00								
\$63,000.01 TO \$64,000.00	\$763.00								
\$64,000.01 TO \$65,000.00	\$770.00								
\$65,000.01 TO \$66,000.00	\$777.00								
\$66,000.01 TO \$67,000.00	\$784.00								
\$67,000.01 TO \$68,000.00	\$791.00								
\$68,000.01 TO \$69,000.00	\$798.00								
\$69,000.01 TO \$70,000.00	\$805.00								
\$70,000.01 TO \$71,000.00	\$812.00								
\$71,000.01 TO \$72,000.00	\$819.00								
\$72,000.01 TO \$73,000.00	\$826.00								
\$73,000.01 TO \$74,000.00	\$833.00								
\$74,000.01 TO \$75,000.00	\$840.00								
\$75,000.01 TO \$76,000.00	\$847.00								
\$76,000.01 TO \$77,000.00	\$854.00								
\$77,000.01 TO \$78,000.00	\$861.00								
\$78,000.01 TO \$79,000.00	\$868.00								
\$79,000.01 TO \$80,000.00	\$875.00								
\$80,000.01 TO \$81,000.00	\$882.00								
\$81,000.01 TO \$82,000.00	\$889.00								
\$82,000.01 TO \$83,000.00	\$896.00								
\$83,000.01 TO \$84,000.00	\$903.00								
\$84,000.01 TO \$85,000.00	\$910.00								
\$85,000.01 TO \$86,000.00	\$917.00								
\$86,000.01 TO \$87,000.00	\$924.00								
\$87,000.01 TO \$88,000.00	\$931.00								
\$88,000.01 TO \$89,000.00	\$938.00								
\$89,000.01 TO \$90,000.00	\$945.00								
\$90,000.01 TO \$91,000.00	\$952.00								
\$91,000.01 TO \$92,000.00	\$959.00								
\$92,000.01 TO \$93,000.00	\$966.00								

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
\$93,000.01 TO \$94,000.00	\$973.00								
\$94,000.01 TO \$95,000.00	\$980.00								
\$95,000.01 TO \$96,000.00	\$987.00								
\$96,000.01 TO \$97,000.00	\$994.00								
\$97,000.01 TO \$98,000.00	\$1,001.00								
\$98,000.01 TO \$99,000.00	\$1,008.00								
\$99,000.01 TO \$100,000.00	\$1,016.00								
\$100,000.01 TO \$500,000.00	\$1,021.00 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00							
\$500,000.01 TO \$1,000,000.00	\$3,493.00 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00							
\$1,000,000.01 AND UP	\$6,068.00 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00							
Reinspection Fee	75.00								
Working without permit fee	100.00								
Expired Permit Fee	\$500 or 10% of original permit fee, whichever is higher								
Condemnation Reinspection	75.00								
SEC. 7-50									
ELECTRICAL CONTRACTOR REGISTRATION	\$150.00	One year							
SEC. 7-50									
SPECIAL ELECTRICIAN REGISTRATION	\$150.00	One year							
SEC. 7-20									
CONDITIONS OF CERTIFICATES OF INSURANCE									
Electrical Contractors	\$100,000/ \$300,000								
Special Electricians	\$100,000/ \$300,000								
SEC. 7-20									
RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES									
Base Rate	\$30.00								
1-2 Bedrooms	\$170.00								
3 Bedrooms	\$180.00								
4 Bedrooms	\$200.00								
5+ Bedrooms	\$210.00								
Rough Wiring-Openings	\$10.00	1 to 14, inclusive							
	\$7.00	15 to 30, inclusive, additional							
	\$0.20	Over 30, Per additional opening							
Lighting Fixtures:									
Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive							
	\$7.00	15 to 30, inclusive, additional							
Electrical Services:									
Temporary/Permanent	\$15.00	Temporary Service							
	\$20.00	To 225-ampere capacity							
	\$30.00	Over 225-ampere capacity							
	\$10.00	Additional replacement services							
	\$7.00	Subpanels							
Motors, Per Unit	\$8.00	0 to 10 HP							
	\$10.00	Over 10 HP							
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit							
Central Heating & Cooling Unit	\$8.00	Each unit							
Supplemental Heating/Cooling	\$5.00	Each unit							
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit							
Basement Finishing	\$75.00								
Reinspection fee	\$75.00								
Working without permit fee	\$100.00								
Certificate of Insurance	\$100,000/ \$300,000								
Miscellaneous	\$30.00								
SEC. 7-20									
COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES									
Base Rate	\$30.00								
Rough Wiring-Openings	\$30.00	1 to 14, inclusive							
	\$15.00	15 to 30, inclusive, additional							
	\$0.30	Over 30, Per additional opening							
Lighting Fixtures:									
	\$30.00	1 to 14, inclusive							
	\$15.00	15 to 30, inclusive, additional							
	\$0.30	Over 30, per additional opening							
Electrical Services:									
Temporary/Permanent	\$20.00	Temporary Service							
	\$40.00	Permanent Service up to 400 ampere							
	\$60.00	Permanent Service 401-800 ampere							
	\$80.00	Permanent Service over 800 ampere							
Subpanels	\$7.00								
	\$10.00	Additional replacement services							
Motors, Per Unit	\$10.00	0 to 10 HP							
	\$15.00	Over 10 HP							
Transformers, Per Unit	\$20.00	0 to 75 KVA							
	\$30.00	Over 75 KVA							
Feeder Panels	\$15.00	Up to 225 A							
	\$20.00	Above 225 A							
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit							
Central Heating & Cooling Unit	\$8.00	Each unit							
Supplemental Heating/Cooling	\$5.00	Each unit							
Illuminated Signs and Outline Lighting	\$10.00	Each sign							
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer							
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit							
Reinspection Fee	\$75.00								

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Working without permit fee	\$100.00		
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$60.00		
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00		
Certificate of Insurance	\$100,000/ \$300,000		
Miscellaneous	\$30.00		
SEC. 7-170 ANNUAL PERMIT FOR PLUMBING WORK	\$100.00	One year	
SEC. 7-170 PLUMBING FEES			
Base Rate	\$30.00		
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50		
Water softener, Water heater	\$15.00		
Sewer Connections To/Or Continuation from Main	\$30.00		
Multiple Sewer Stubs	\$15.00	Each	
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50		
Reinspection of Unapproved work	\$75.00		
Water Treatment or Storage Units	\$20.00		
Backflow Protective Devices-Water	\$8.50		
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00		
One bathroom house	\$135.00		
Two bathroom house	\$161.00		
Three or more bathroom house	\$161.00 for first two bathrooms + \$40 per additional bathroom		
Working w/o permit	\$100.00		
Miscellaneous	\$30.00		
SEC. 7-232 LICENSE FEE, MOVING A BUILDING	\$30.00	One Week	
	\$60.00	One Month	
	\$100.00	Six Months	
	\$200.00	One Year	
SEC. 7-247 MOVING PERMIT FEE ACCORDING TO STRUCTURE			
Structure Less than 200 sq. ft.	\$10.00		
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00		
Structure More than 500 sq. ft.	\$100.00		
SEC. 7-232 DEMOLITION OF A BUILDING FEE		ADD NEW FEE	45.00
SEC. 7-414 MECHANICAL FEES			
Base Rate	\$30.00		
New House	\$150.00	For houses with less than a total of 4,000 SF	
Apartments	\$70.00	Per Unit	
AC 0 to 3 Ton	\$20.00		
AC 3.5 Ton - 5 Ton	\$40.00		
AC 5.5 Ton - 30 Ton	\$50.00		
AC 30.5 - 50 Ton	\$60.00		
AC over 50 Ton	\$3.00	Per Ton	
AH 0 to 10,000 CFM	\$20.00		
AH over 10,000 CFM	\$30.00		
Air-to-Air Heat Exchanger	\$15.00		
Bath Exhaust	\$5.00		
Boiler - 0 to 100,000	\$20.00		
Boiler - 100,001 to 500,000	\$30.00		
Boiler - 500,001 to 1,000,000	\$45.00		
Boiler 1,000,001 to 1,750,000	\$60.00		
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$25.00		
Furnace - Electric	\$25.00		
Furnace - Gas	\$25.00		
Furnace Vents	\$15.00		
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation - Type 1 Hood	\$50.00		
Ventilation - Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Miscellaneous	\$30.00		
CSST Inspection up to \$500	\$35.00		
CSST Inspection up to \$501-\$2,000	\$60.00		
CSST Inspection over \$2,000	\$85.00		
Fuel gas piping	\$28.00		
Reinspection Fee	\$75.00		
REFRIGERATION FEES			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp - 1/3 hp	\$15.00		
1/3 hp - 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
SEC. 7-444 CONDOMINIUM CONVERSION			
Condominium Conversion	\$400.00	Per Unit	
SEC. 9-25 COMMERCIAL FIRE INSPECTION			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		
Temporary Structure Inspection	\$50.00	Initial structure	
	\$25.00	each additional temp structure	

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SCHEDULE OF FEES		ADOPTED RATE		ADDITIONAL INFORMATION		PROPOSED RATE	
FIRE CODE & NFPA COMPLIANCE STATUS REPORTS							
5-Year Sprinkler Systems	\$22.00	Per submittal					
Automatic Fire Sprinkler System	\$22.00	Per submittal					
Commercial Kitchen Exhaust Cleaning	\$22.00	Per submittal					
Commercial Kitchen Hood Suppression System	\$22.00	Per submittal					
Emergency Generator	\$22.00	Per submittal					
Emergency Radio Responder Coverage System	\$22.00	Per submittal					
Fire Alarm System	\$22.00	Per submittal					
Fire Doors/Escape	\$22.00	Per submittal					
Fire Pump	\$22.00	Per submittal					
Gas Detection System	\$22.00	Per submittal					
Paint/Spray Booth	\$22.00	Per submittal					
Private Hydrant System	\$22.00	Per submittal					
Special Suppression System	\$22.00	Per submittal					
Standpipe	\$22.00	Per submittal					
Late Fees							
Report Submitted After 30 days from Inspection	\$7.00	Per submittal					
Report Submitted After 60 days from Inspection	\$10.00	Per submittal					
Report Submitted After 90 days from Inspection	\$17.00	Per submittal					
FALSE ALARMS							
1 st occurrence of year	\$0.00						
2 nd occurrence of year	\$0.00						
3 rd occurrence of year	\$200.00						
4 th occurrence of year	\$200.00						
5 ^{th-9th} occurrence of year	\$275.00	Each					
10 th and above occurrence of year	\$425.00	Each					
Evidence of Repair in Lieu of Fee		Fire Chief discretion					
Alarm activation without notification	\$200.00	Each occurrence					
RESIDENTIAL FIRE SPRINKLER SYSTEM							
One & Two Single Family Home	\$100.00						
FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS							
Fire Sprinkler System Construction Permits							
0-4,999 square foot	\$80.00	Per Floor					
5,000-7,499 square foot	\$160.00	Per Floor					
7,500+ square foot	\$240.00	Per Floor					
System Hydro Test (additional)	\$80.00						
Re-inspections due to test failure	\$40.00	Per hour					
Stand Pipe (additional)	\$150.00						
Fire Pump (additional)	\$150.00						
Kitchen Hood Permits	\$40.00						
System installed without permit	\$160.00	Per system					
System installed/operating w/o testing	\$320.00	Per system					
Fire Alarm Systems Construction Permits							
0-4,999 square foot	\$80.00	Per Floor					
5,000-7,499 square foot	\$160.00	Per Floor					
7,500+ square foot	\$240.00	Per Floor					
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector					
Re-inspections due to test failure	\$40.00	Per hour					
System installed without permit	\$160.00	Per system					
System installed/operating w/o test	\$320.00	Per system					
Solar Panel Fire Permit							
0-4,999 square foot	\$80.00						
5,000-7,499 square foot	\$160.00						
7,500+ square foot	\$240.00						
Clean Agent Fire Suppression System Construction Permits							
Initial permits	\$100.00						
Plan review and inspection	\$80.00						
Re-inspection due to test failure	\$40.00						
Inspection after normal hours	\$40.00						
VEHICLE FIRES & EXTRICATIONS							
Passenger vehicle fire (<10,000 lbs)	\$150.00						
Comm. vehicle fire (>10,000 lbs)	\$200.00						
Extrication of victim from vehicle	\$250.00						
SPECIAL EVENT STANDBY							
Personnel without equipment	\$30.00	Per Hour, Per Person					
Heavy Apparatus - up to 4 personnel	\$250.00						
Light Apparatus - up to 2 personnel	\$200.00						
Extrication of victim from vehicle	\$250.00						
HAZARDOUS MATERIAL RESPONSE							
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.					
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.					
Additional response personnel	\$20.00	Each- Per hour					
Expended Materials		Replacement cost					
Equipment Repair/Cleaning		Cost (parts,labor,s/h)					
Damaged Equipment/Property		Cost to replace/repair					
Other (incl. Contracted svcs/equip)		Cost					
TECHNICAL RESCUE							
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.					
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.					
Specialized Technical Rescue Equip	\$400.00	Per incident					
Expended Materials		Replacement cost					
Equipment Repair/Cleaning		Cost (parts,labor,s/h)					
Damaged Equipment/Property		Cost to replace/repair					
Other (incl. Contracted svcs/equip)		Cost					
FIREWORKS PERMIT							
New Location	\$150.00	Each Event					
Repeat Location - Display Cost \$1-\$1,000	\$50.00						
Repeat Location - Display Cost \$1,001 or greater	\$75.00						
Permanent & Temporary Structure Inspection	\$100.00	Per inspection, per location, if not reimbursed by the state					
FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT							
Installation of new above or below ground tank	\$200.00	Per Tank					
Removal of above or below ground tanks	\$150.00	Per Tank					
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00						
Permanent LP Tank Installation	\$80.00	Per tank					
Temporary LP Tank Installation	\$40.00	Per tank					
SEC. 10-5 GARBAGE AND REFUSE							
32 Gallon Garbage Cart	\$9.46	Per month					
32 Gallon Replacement Cart	\$41.48						

Brycer LLC will assist City with Compliance Administration

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
68 Gallon Garbage Cart	\$17.86	Per month	
68 Gallon Replacement Cart	\$49.11		
95 Gallon Garbage Cart	\$27.84	Per month	
95 Gallon Replacement Cart	\$55.00		
95 Gallon Yard Waste Cart	\$10.00	Per dump	
April, October, November	\$5.00	Per dump	
Replacement Yard Waste Cart	\$63.99		
Additional Yard Waste Cart	\$50.00	(no more than 2)	
Cart Replacement (customer damage)	Current cart cost + \$25.00 delivery fee		
Christmas Tree Tags	\$1.25	Each	
Appliances	\$10.00	Each	
Computers/Televisions	\$7.50	Each	
Bicycle Tire	\$1.00	Each	
Motorcycle Tire	\$2.00	Each	
Automobile Tire	\$2.50	Each	
With Rim	\$5.00	Each	
Truck/Tractor Tire	\$6.50	Each	
With Rim	\$9.00	Each	
Sand Bags	\$0.50	Each	
Extra Refuse Bag Tag	\$1.25	Each	
Minimum tipping fees at the Transfer Station			
Solid Waste up to 260 pounds	\$7.00	Per dump	
Yard Waste up to 400 pounds	\$7.00	Per dump	
Solid Waste/Demolition dumping	\$65.00	Per ton	
Yard Waste	\$29.50	Per ton	
Scale Charge	\$3.00		
Leaf Vacuum Service	\$50.00	Per visit	
Commercial Cardboard Containers	\$10.00	Per dump	
Commercial Bulk Recycling drop off	\$50.00	Per dump	
For information only. Fees set by Code of Ordinances			
SEC. 10-13 TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS			
Permit	\$300.00	Per Receptacle, Per Year	
SEC. 11-84 MINIMUM RENTAL HOUSING INSPECTION			
Rental Property Application (new rental, change in ownership)		NEW. Fee to review an application for a property proposed for new rental or change in ownership, which involves Fire, Planning and Inspection Services staff reviews.	75.00
Initial Inspection	\$50.00	Each building and	
	\$20.00	Each additional unit	
First Re-inspection			
If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00	Each Unit	
Second Re-inspection	\$80.00	Each unit re-inspected	
Third Re-inspection	\$160.00	Each unit re-inspected	
Fourth Re-inspection	\$320.00	Each unit re-inspected	
Inaccessible Unit	\$25.00	Each unit	
Tri-Annual Registration Fee	\$75.00	Each building	125.00
Replacement of Occupancy Permit	\$5.00	Each unit	
Permit Unavailable During Any Inspection	\$25.00	Each unit	
Re-scheduling fee:			
If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00	Each Unit	
Requested inspection outside normal cycle	\$50.00	*if violations exist	
FIRE EXTINGUISHER TRAINING			
0-25 Students	\$40.00		50.00
25-50 Students	\$80.00		100.00
More than 50 Students	\$120.00		150.00
Fire Extinguisher recharge	\$25.00	Per extinguisher	50.00
SEC. 13-35 MOBILE MERCHANT			
	\$50.00	Per month	
	\$500.00	Each year	
SEC. 13-63 PAWNBROKER LICENSE			
	\$65.00	Each year	
SEC. 13-107 CLOSING - OUT SALE LICENSE			
If a Resident Merchant			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00*		
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00		
If a Transient Merchant			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00		
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00		
SEC. 13-137 FALSE ALARM CALLS			
	\$65.00	Per call after the 5th False Alarm per calendar year	
	\$100.00	Per call after the 10 th False Alarm per calendar year	
SEC. 13-138 ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS			
Alarm Business Permit	\$0.00		
Alarm Agent Permit	\$0.00		
Alarm System Permit	\$0.00		
SEC. 14-32 MOBILE HOME PARK PRELIMINARY PLAN FEE			
	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 14-75 MOBILE HOME SUBDIVISIONS			
Preliminary Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
Final Plan or Detailed Site Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 15-5 ABATEMENT OF NUISANCES BY CITY AFTER NOTICE			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 5% of contractor invoice	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates	
SEC. 15-41		As per Police Division Wrecker and Storage Contract	
JUNK VEHICLES (IMPOUNDMENT FEE)			
CHAPTER 17, CEDAR FALLS PARKS AND RECREATION			
RECREATION DIVISION PROGRAM FEES			
ADULT PROGRAMS			
Basketball Leagues	\$370.00	Each Team 10 games (plus tax)	
Basketball Call Your Own League	\$120.00	Each Team 10 games (plus tax)	
Volleyball League	\$140.00	Each team 14 games (plus tax)	
Spring Volleyball	\$80.00	Each team 6 games (plus tax)	
Softball Leagues - 12 games			
Registration	\$355.00	Each team (plus tax)	
Player Fees	\$70.00	Each team (plus tax)	
Mixed League Softball - Fall or Summer	Plus \$25.00	(plus tax)	
Softball Call Your Own League 12 games	\$175.00	(plus tax)	
Player Fees	\$50.00	(plus tax)	
Ball Field Rental (field as is)	\$6.00	Per hour (plus tax)	
Week Day Evening	\$20.00	(plus tax)	
Multiple Rentals (Max. 75 per season)	\$500 Max	(plus tax)	
Fall Softball League - 10 games	\$255.00	(plus tax)	
Player Fees	\$60.00	Each team (plus tax)	
Fall Softball League (Call your own) - 10 games	\$160.00	(plus tax)	
Player Fees	\$40.00	Each team (plus tax)	
Softball Field Rental			
One Field - One Day (with lights on weekend)	\$50.00	(plus tax)	
Complex (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Pfeiffer (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Pickleball League	\$60.00	(plus tax)	
Kickball League	\$75.00	(plus tax)	
Player Fees	\$10.00	(plus tax)	
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$80.00	(plus tax)	
Tournaments	Cost	Plus \$20.00	
Beach House (all day)	N/A		
Weekend (Friday-Sunday, Holidays)	N/A		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
Full Facility	\$175.00		
Deposit	\$500.00		
Shelter Rental - All Day	\$25.00		Change to 5 hours vs. All Day. Allows for a morning and afternoon rental rather than one person using all day. Can reserve all day by paying two 5-hour rentals. Includes electricity, if available at the shelter 35.00
Up to 6 hours	N/A		REMOVE
Over 6 hours	N/A		REMOVE
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Deposit	\$75.00		
Place to Play Shelter			NEW
Monday - Thursday			NEW 40.00
Friday-Sunday & Holidays			NEW 50.00
Orchard Hill Pickleball Court			
Single Court Per Hour	\$10.00	(plus tax)	
Whole Complex Per Hour	\$80.00	(plus tax)	Revise to "8 Courts Per Hour"
Whole Complex (16 Courts) with Shelter, Per Hour			NEW 200.00 (PLUS TAX)
Shelter			NEW
Monday - Thursday			NEW 40.00
Friday-Sunday & Holidays			NEW 50.00
Racquetball League - 11 games			
Singles	\$35.00	(plus tax)	
Racquetball Lessons - 6 lessons	\$33.00		
Table Tennis League	\$16.00	(plus tax)	
Bags League	\$45.00	(plus tax)	
EXERCISE CLASSES			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$32.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$16.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$44.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$22.00		
Rec Xfit - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$29.00		
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$58.00		
Special Fitness Classes (without FP or RCM)	\$60.00		
2 x Per Week Per Month			
Special Fitness Classes (with FP or RCM)	\$30.00		
2 x Per Week Per Month			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Teen Weight Lifting Training			
(2) 2-hour classes	\$28.00		
YOUTH PROGRAMS			
Boys Baseball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$45.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$50.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$50.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Girls Softball Kind. & 1			
Registration	\$45.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$50.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$39.00		42.00
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$44.00		48.00
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$39.00		42.00
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$39.00		42.00
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$39.00		42.00
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$39.00		42.00
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$39.00		42.00
Sponsor	\$300.00		
Summer Track			
Registration	\$50.00		
Sponsor	\$300.00		
Volleyball 3-6 (format change) (8 weeks)			
Registration	\$46.00		
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$51.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$51.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$51.00		
Sponsor	\$500.00		
Baseball Club - Wrecking Crew	\$60.00		
Softball Club - Wrecking Crew	\$60.00		
Baseball Shortstops	\$35.00		
Softball Shortstops	\$35.00		
Soccer K, 1 & 2			
Registration	\$39.00		
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	N/A		
Tot Lot			
One Week	\$32.00		35.00
Six Weeks	\$150.00	REMOVE	
One Day	\$9.00	REMOVE	
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Free Throw Contest	\$5.00		
Karate	\$32.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$32.00		
Camp Cedar Falls			
One Week	\$150.00		
Full Summer 8 weeks (1 week free)	\$1,050.00		
Full Summer 9 weeks (1 week free)	\$1,200.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
SWIM POOL FEES			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$7.00		
Adult (18 & Up)	\$7.00		
Daily Admission - The Falls			
Infant (under 2)	\$3.00		
Youth (3-17)	\$12.00	(sales tax included)	
Adult (18 & Up)	\$10.00	(sales tax included)	
Summer			
Memorial Day-1st Day of School			
Family Season Pass			
Resident**	N/A		
Non-Resident**	N/A		
Adult Season Pass			
Resident	\$40.00	(plus tax)	
Non-Resident	\$60.00	(plus tax)	

Item 27.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Youth Season Pass			
Resident	\$50.00 (plus tax)		
Non-Resident	\$60.00 (plus tax)		
Lap Swim – Indoor			
Resident	\$40.00 (plus tax)		
Non-Resident	\$60.00 (plus tax)		
Winter Indoor 1st Day of School-Memorial Day			
Family Season Pass		REMOVE	
Adult Season Pass			
Resident	\$100.00 (plus tax)		
Non-Resident	\$105.00 (plus tax)		
Youth Season Pass - 17 & Under			
Resident	\$80.00 (plus tax)		
Non-Resident	\$85.00 (plus tax)		
Swim Lesson – Youth	\$36.00		
Swim Lesson – Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$36.00		
Deep Water Aqua Trim	\$36.00		
Stretching Aqua Trim	\$36.00		
Lap Swim – Daily Indoor	\$7.00	Or Pass	
Life Guarding	\$150.00		
Lifeguard Recertification	\$100.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$75/hr.	(plus tax)	
Pool Rental ID, 76 or more people	\$90/hr.	(plus tax)	
Pool Rental OD			
Zero Depth – 2 hours	\$240.00	(plus tax)	
Zero Depth / Lazy River / 2 Waterslides – 2 hours	\$465.00	(plus tax)	
Lap Pool / Lazy River / 2 Waterslides – 2 hours	\$565.00	(plus tax)	
Lap Pool – 2 hours	\$365.00	(plus tax)	
Entire Facility – 2 hours			
No Concessions	\$665.00		
Concessions Sold	\$45.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
RECREATION CENTER			
Admission			
Daily Resident			
17 & Under	\$5.00	(sales tax included)	
Student (18-23)	\$5.00	(sales tax included)	
Adult 25 & Over	\$10.00	(sales tax included)	
Senior Citizen	\$5.00	(sales tax included)	
Veteran	\$5.00	(sales tax included)	
Holiday Special Event Admission	\$3.00	(sales tax included)	Per person – Any age
Resident Yearly Memberships**			
Individual			
17 & Under	\$115.00	(plus tax)	
Student (18-23)	\$155.00	(plus tax)	
Adult	\$175.00	(plus tax)	
Senior Citizen	\$155.00	(plus tax)	
Veteran	\$155.00	(plus tax)	
Family	\$260.00	(plus tax)	
Non-Resident Yearly Memberships**			
Individual			
17 & Under	\$210.00	(plus tax)	
Adult	\$355.00	(plus tax)	
Senior Citizen	\$290.00	(plus tax)	
Veteran	\$290.00	(plus tax)	
Family	\$465.00	(plus tax)	
Monthly Membership - Resident			
17 & Under	\$20.00	(plus tax)	
University Student (19-23)	\$25.00	(plus tax)	
Adult 18 & Over	\$30.00	(plus tax)	
Family	\$45.00	(plus tax)	
Senior Citizen	\$25.00	(plus tax)	
Veteran	\$20.00	(plus tax)	
Monthly Membership - Non-Resident			
17 & Under	\$35.00	(plus tax)	
Adult 18 & Over	\$55.00	(plus tax)	
Family	\$70.00	(plus tax)	
Senior Citizen	\$40.00	(plus tax)	
Veteran	\$40.00	(plus tax)	
Replace I.D. Card	\$9.00	(plus tax)	
Corporate Rate			
Individual	\$235.00	(plus tax)	
Family	\$310.00	(plus tax)	
Racquetball			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
Child Care			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$125.00	(plus tax)	
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00	Per hour + staff cost (plus tax)	
Multi-Purpose Room	\$25.00	Per hour (plus tax)	30.00
Gym Rental			
Fit Gym	\$40.00	Per hour + staff cost (plus tax)	50.00
Main Gym			
Half	\$40.00	Per hour + staff cost (plus tax)	50.00
All	\$75.00	Per hour + staff cost (plus tax)	80.00
Activity Room	\$25.00	Per hour + staff cost (plus tax)	
Orchard Hill Pickleball Court Reservation Fee	\$4.00	Per 1/2 hour (plus tax) per court	REMOVE, PREVIOUSLY LISTED
Locker Rental per Month	\$5.00		
Locker Rental per Year	\$50.00		

Item 27.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
** Memberships include free towel usage and all drop-in fitness classes, as pandemic conditions allow.									
CITY EMPLOYEE WELLNESS RATES									
Recreation Center Membership									
Individual	\$30.00	(plus tax)							
Family	\$40.00	(plus tax)							
Summer Swim Pass									
Individual Youth	\$30.00	(plus tax)							
Individual Adult	\$30.00	(plus tax)							
Lap Swim /Water Walking Pass	\$30.00	(plus tax)-EE Retirees, Veterans							
Winter Swim Pass, purchased after August 14									
Individual	\$40.00	(plus tax)							
Family	\$60.00	(plus tax)							
A full list of drop in fitness classes now included under the membership can be found on the web at www.cedarfalls.com/fitness									
COMMUNITY CENTER RENTAL									
Regular Hours:									
Monday 8am - 1pm									
Tuesday-Friday 8am - 4pm									
Senior Citizen Groups									
Outside Regular Community Center Hours	\$30.00	Per hour							
Non-holiday Evenings & Weekends Minimum 2 hour Rental									
Area of facility (Includes Staff Cost):									
Main Hall	\$100.00	Per hour							
Dance Floor	\$50.00	Per hour							
Main Hall and Dance Floor	\$140.00	Per hour							
Security Deposits for Weekends, Holidays & Outside of Regular Hours:									
Non-Beer and/or Wine Events	\$250.00								
Events with Beer and/or Wine	\$500.00								
HEARST CENTER FOR THE ARTS:									
Members of Friends of the Hearst receive 10% off space rental									
Qualifying nonprofit or educational groups receive 50% off space rental									
Equipment and staffing fees are the same for everyone									
Mae Latta Hall									
	50.00	Per hour							
Nancy Price Meeting Room									
	20.00	Per hour							
Rownd I & Rownd II Classrooms									
	40.00	Per hour for one room							
	50.00	Per hour for both rooms							
McElroy Classroom									
	40.00	Per hour							
Corning Patio									
	40.00	Per hour							
	20.00	Per hour if rented in addition to classroom							
Sculpture Garden									
	350.00	up to four hours							
	50.00	each additional hour							
Equipment Use and Service:									
Piano									
	45.00								
Room Set-Up									
	35.00	for events fewer than 25							
	45.00	for groups 26-100							
Additional Fees:									
Staff member if event takes place outside center hours									
	\$35.00	Per hour							
An additional fee will be deducted from the security deposit if the space requires cleaning.									
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made									
All events during which food or beverages will be served require a security deposit of \$250.00									
Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed.									
VISITOR CENTER RENTAL									
During Regular Business Hours:									
Monday-Friday									
Half Day (4 hours)	\$150.00	Flat Fee - 30 people maximum. Use of conference room and patio only.							
Full Day (8 hours)	\$300.00	Flat Fee - 30 people maximum. Use of conference room and patio only.							
PAW PARK									
Usage Fees									
Annual									
First Dog	\$15.00								
Each Additional Dog	\$15.00								
Daily	\$2.00	Per dog							
VETERANS PARK									
Memorial Brick	\$75.00								
CEMETERY FEES									
Services									
Adult Spaces, Flush Marker Section									
	\$750.00								
Perpetual Care									
	\$150.00	additional							
Adult Spaces, Monument Section									
	\$850.00								
Perpetual Care									
	\$170.00	additional							
Infant Spaces 2' X 5'									
	\$250.00								
Infant Spaces 2.5' X 5'									
	\$260.00								
Adult Open and Close - Weekday									
	\$800.00								
Adult Open and Close - Saturday a.m.									
	\$950.00								
Adult Open and Close - Saturday p.m.									
	\$1,000.00								
Adult Open and Close - Less than 8-hour Notice									
	\$1,100.00								
Infant Open and Close - Weekday									
Without Tent	\$350.00								
With Tent	\$400.00								
Infant Open and Close - Saturday									
Without Tent	\$425.00								
With Tent	\$500.00								
PM - Add	\$50.00								
Columbarium, 1 space (includes open to close, plaque, perpetual care)									
	\$2,500.00								

Item 27.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE						
Cremains – Weekday									
Without Tent	\$400.00								
With Tent	\$450.00								
Cremains – Saturday									
Without Tent	\$500.00								
With Tent	\$600.00								
PM - Add	\$100.00								
Winter Cremains – Weekday with Tent	\$650.00								
Winter Cremains – Saturday a.m. with Tent	\$750.00								
Winter Cremains – Saturday p.m. with Tent	\$800.00								
Services before 9:00 a.m.	\$175.00	Additional							
Services entering Cemetery after 2:00 p.m.	\$400.00	Additional and							
	\$150.00	Each hr after 3:00 p.m.							
Disinterment – Adult	\$1,600.00								
Disinterment – Infant/Cremains	\$550.00								
Foundation and Marker Permit (Charged to Monument Company)	\$80.00								
Cemetery Lot Ownership and Deed Changes	\$80.00								
NOTE: No Tent Service Available for Interments which Require a Vault									
SEC. 16-99 HAZARDOUS WASTE SPILLS	\$50.00	Min. per Incident							
SEC. 17-232 TREE TRIMMER'S LICENSE	\$55.00	Each year							
Bond or Evidence of Insurance	\$5,000.00								
Certificate of Liability Insurance	\$100,000/ \$300,000								
SEC. 17-247 FAILURE TO DESTROY NOXIOUS WEEDS & OTHER VEGETATION									
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)							
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 10% of contractor invoice								
SEC. 19-57 MAILBOX DAMAGE REPAIR	Up to/not to exceed \$75.00								
SEC. 19-176 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT	\$30.00								
SEC. 19-183 REPAIR OF DEFECTIVE SIDEWALKS									
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A.§364.12(2)(b), (e)							
SEC. 19-185 REMOVAL OF SNOW & ICE FROM SIDEWALKS									
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)							
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor								
SEC. 19-214 DRIVEWAY ENTRANCE PERMIT	\$30.00								
SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND	\$5,000.00	Renewable annually							
SEC. 19-2 STREET MEETINGS									
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00							
SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT	\$25.00	Annually							
SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK	\$25.00	Annually							
SEC. 19-96 SIDEWALK CAFÉ PERMIT	\$50.00	Annually							
	\$250.00	Cash deposit							
SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT	\$1.00	Per square foot of public sidewalk within sidewalk café area							
SEC. 19-134 EXCAVATION PERMIT	\$30.00								
SEC. 20-34 APPROVAL OF MINOR PLAT	\$150.00								
SEC. 20-59 APPROVAL OF PRELIMINARY PLAT	\$300.00	Plus \$5.00 per acre							
Resubmittal (two or more resubmittals)	\$100.00	per resubmittal							
SEC. 20-104 APPROVAL OF FINAL PLAT	\$300.00								
Resubmittal (two or more resubmittals)	\$100.00	per resubmittal							
SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY UTILITY EASEMENT VACATION	\$250.00								
	\$200.00								
CHAPTER 23 TRAFFIC AND MOTOR VEHICLES									
PARKING METER		Fees Covered By Ordinance							
SEC. 23-359 IMMOBILIZATION OF VEHICLES	\$50.00								
SEC. 23-413 PAID PARKING RATES	\$0.50	per hour							
SEC. 23-418 MONTHLY PARKING PERMITS-MUNICIPAL LOTS	\$35.00	per month							
SEC. 23-418 DAILY PARKING PERMITS-MUNICIPAL LOTS	\$3.00	per day							
SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG	\$2.00								

Item 27.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
CHAPTER 24 UTILITIES			
SEWERS AND SEWAGE DISPOSAL			
Septic Tank Discharge Fee	\$25.00	per 1,000 gallons of tank truck capacity	
Hydro-Cleaner	\$150.00	Per Hour	
Sludge Truck	\$150.00	Per Hour	
Sewer Telescoping Apparatus	\$150.00	Per Hour	
Utility Truck	\$75.00	Per Hour	
Pump	\$50.00	Per Hour	
All equipment listed above: 1-Hour Minimum			
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee	
SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION			
Subdivision plat or initial land development	\$50.00	Per acre exposed	
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit	
	\$50.00	Per residential unit for multiple unit complex	
	\$10.00	Per 1,000 sq. ft. of impervious surface	
SEC. 25 VEHICLES FOR HIRE			
SEC. 25-30 License Fee			
	\$110.00	Each year before March 31	
	\$165.00	after March 31	
	\$30.00	Each vehicle before March 31	
	\$45.00	after March 31	
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence	
SEC. 25-35 APPLICATION FOR DRIVER - VEHICLE FOR HIRE			
	\$12.00	Each	
SEC. 25-41 Renewal of License			
	\$6.00	Each renewal before March 31	
	\$12.00	Each renewal after March 31	
SEC. 26 ZONING			
Floodplain Permit		NEW. We currently do not charge for a floodplain permit. This is a technical review of complex regulations. Also, City will be adding 2 on-site inspections related to floodplain starting in 2024	100.00
Zoning Verification	\$50.00		
Rezoning Request	\$525.00		
Comprehensive Plan/Future Land Use Map Amendment	\$150.00		
Board of Adjustment - Variances	\$375.00		
Board of Adjustment - Special Exceptions	\$375.00	Add "Conditional Uses" terminology	
Land Use Permits	\$45.00		
Master Plan Amendment	\$150.00	Add "Master Plan" terminology. Currently there is no fee for review of the initial master plan for a planned development. This is a separate review through P&Z and Council requiring significant staff time. Terminology update would then have it apply to initial application and amendments.	200.00 45.00
Signs, Minimum all signs and	\$40.00		
Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	\$1.00		
Site Plan Review			
- Façade Review for commercial & minor residential improvements	\$60.00		
- Residential Review, Single Family & Two-Family Residential	\$115.00		
- Commercial Review including multi-family residential facilities	\$350.00		
-Commercial and Multi-family (over 2 units), when no P&Z/CC review is applicable	\$200.00		
-Commercial and Multi-family (over 2 units), with ZRC review but no P&Z/CC review		NEW. There are administrative reviews for areas that involve technical review of compliance with architectural standards in addition to zoning units	200.00
-Resubmittal (two or more resubmittals)	\$100.00	per resubmittal	
Working without a permit	\$50.00	**if required land use permit not obtained prior to project starting	
SEC. 26-134 Communication Towers			
Small Wireless Facility			
Initial Application Fee	\$500.00	5 or more, \$500/first + \$50/each additional	
Annual Usage Fee	\$100.00	per year, per facility	
SEC. 26-138 Wind Energy Facilities			
	\$200.00		
COMMERCIAL FIRE INSPECTION FEE SCHEDULE			
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.			
New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.			
ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES			
The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.			
(1) Non-residential businesses annual fee schedule for life safety inspection.			
The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.			
SQUARE FOOT	Fee		

Item 27.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE					
1 - 2,000	\$40							
2,001 - 10,000	\$70							
10,001 - 20,000	\$100							
20,001 - 50,000	\$195							
50,001 - 100,000	\$225							
over 100,000	\$300							
Any building that is fully sprinkled will receive a credit of 50%, of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)								
REINSPECTION FEES:								
At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.								
REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)								
FIRE RESPONSE INSURANCE RECOVERY FEE:								
Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.								
The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.								



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Laudick and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: May 31, 2024
SUBJECT: ARPA Resolution

At the January 16, 2024 City Council Meeting, Resolution #23,454 was approved designating the use of the City's allocated ARPA funds as outline on the FY2024 – FY2029 Capital Improvements Program (CIP). After review of the federal guidance for the ARPA funds, they must be obligated by December 31, 2024 and spent by December 31, 2026, unfortunately, with the December 31, 2024 deadline we are unable to obligate the entire allocation for the treatment facility project (\$3,858,740). However, since we have elected to use the "standard allowance" for revenue replacement for governmental services, we may use the remaining funds for other sanitary sewer infrastructure costs, including repair and upgrades to equipment as well as purchase of new or replacement equipment. The financial security gained by using these funds for other sanitary sewer costs would potentially free up capacity that could be used to support the treatment facility project later.

It is recommended that the City use the \$6,508,740 ARPA funds using the "Standard Allowance" on government services for sanitary sewer including Main Street reconstruction-sewer costs, nutrient reduction improvements design, other sanitary sewer infrastructure costs, including repair and upgrades to equipment as well as purchase of new or replacement equipment.

With Council approval, a transfer of funds of \$1,084,521.26 from the from the Coronavirus Local Relief Fund to the Sanitary Sewer Fund will be made, per Iowa Code 545-2.5.

If you have any questions regarding this, please contact Jennifer Rodenbeck or me.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
 Chase Schrage, Director of Public Works
 Ron Gaines, City Administrator

RESOLUTION NO. _____

RESOLUTION REALLOCATING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE CITY OF CEDAR FALLS, IOWA

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the public health and economic impacts of the COVID-19 public health emergency; and

WHEREAS, ARPA created the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) that provided direct funding to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City of Cedar Falls has received an allocation of SLFRF in the amount of \$6,508,740, payable in two tranches; and

WHEREAS, the City Council of the City of Cedar Falls via Resolution No. 23,454, dated January 16, 2024, allocated such funds as follows:

Main Street Reconstruction-Sewer/Stormwater	\$2,650,000
Nutrient Reduction Improvements	\$3,858,740; and

WHEREAS, the SLFRF program allows for the reallocation of funds as long as the reallocation still results in revenue replacement for governmental services; and

WHEREAS, given the deadline for spending SLFRF funds it has been determined that a reallocation of SLFRF funds is necessary; and

WHEREAS, a transfer of funds from the Coronavirus Local Relief Fund to the Sanitary Sewer Fund is necessary to effectuate this reallocation.

NOW, THEREFORE be it resolved, the City Council of the City of Cedar Falls, Iowa, authorizes the following:

Section 1. To utilize the full amount of ARPA funding in the amount of \$6,508,740.00 under replacing lost public sector revenue to fund government services for sanitary sewer costs including Main Street reconstruction-sewer costs, nutrient reduction improvements design, other sanitary sewer infrastructure costs, including repair and upgrades to equipment as well as purchase of new or replacement equipment.

Section 2. The transfer of funds in the amount of \$1,084,521.26, from the Coronavirus Local Relief Fund to the Sanitary Sewer Fund be made.

Section 3. Resolution 23,454 is hereby amended to reflect the reallocation of ARPA funds as stated herein.

ADOPTED this 17th day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



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 and City Council
FROM: Colleen Sole, Human Resources Specialist
DATE: June 6, 2024
SUBJECT: FY25 Insurance Renewal – Public Entity

Arthur J. Gallagher presented the renewal proposal to the City of Cedar Falls Risk Management Committee. The City fared well this year with an overall premium increase of 8.67%, whereas most entities are seeing 10% and 12% increases. Premium increases have been overwhelming due to the hardening market incurred by inflation and national catastrophic losses such as wind and hail, along with a diminishing number of public entity carriers. A majority of the City's total premium increase came from an increase in property values and rate increases that are not in the City's control. Boiler and Machinery saw a slight increase due to the increase in property values. In turn, Workers' Compensation is in a two-year coverage period and Crime remains in a three-year coverage period without a rate increase. Cyber Liability was a big win for the City, staying with its current carrier under an expiring policy and a decrease in premium. The ability to upgrade and implement the recommended IT security measures was essential. Another positive for the City this year was its ability to maintain its flat deductibles, as a change to carriers imposing percentage deductibles is on the rise. This City's ability to maintain its flat deductibles was largely due to its claim history. The City will continue to process claims through EMC Insurance, and Travelers.

The Risk Management Committee respectfully requests your approval of these coverages for FY2025. Attached is a copy of the Client Authorization to bind coverage. If you have questions, please contact me at 319-243-2712.



City of Cedar Falls 7/1/2024-7/1/2025 Program Structure Chart Travelers/Chubb

Chubb Property \$180,499,141	Travelers Primary Umbrella \$6,000,000 (w/\$10K SIR)					Aggregate Loss Limitation \$500,000	Liberty Mutual \$100,000,000	Hanover Insurance Company \$500,000 Includes Employee Dishonesty and \$75,000 False Pretenses	Lloyds/CFC \$2,000,000
Flood Annual Aggregate \$5,000,000	Travelers \$1,000,000 Per Occurrence with \$2,000,000 Annual Aggregate	Travelers \$1,000,000 Per Occurrence with \$1,000,000 Annual Aggregate	Travelers \$1,000,000 Per Claim with \$1,000,000 Annual Aggregate	Travelers \$1,000,000 Per Claim with \$1,000,000 Annual Aggregate	Travelers \$1,000,000 Per Claim with \$1,000,000 Annual Aggregate	Midwest Employers WC/EL \$1,000,000 EL Aggregate			
Earthquake Annual Aggregate \$5,000,000						SIR \$500,000 for Fire/EMT/Police			
\$100,000 Deductible (4)	\$150,000 SIR Per Occurrence/ Wrongful Act					\$3,812,837 Minimum Aggregate Retention			

Property/Mobile Equipment **General Liability/EBL (1)** **Automobile Liability/Physical Damage(2)** **Law Enforcement** **Public Officials/Liability(3)** **Employment Practices Liability(3)** **Workers' Compensation/ Employers Liability** **Boiler & Machinery** **Crime** **Cyber Liability**

(1) Employee Benefits Liability is a separate coverage tower with \$1,000,000 Per Occurrence Limit and \$3,000,000 Annual Aggregate.
 (2) Auto Physical Damage: All Vehicles will have an Deductible of \$10,000. Actual Cash Value for all Vehicles except stated value for Emergency Vehicles.
 (3) Retroactive Date: 7/1/1988.
 (4) High Hazard Flood Zones - \$500,000 deductible. Note: not all locations are covered for flood. Please review policy for those locations covered for flood coverage

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/5/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package Travelers Indemnity Company	Included*
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Automobile Including Garagekeepers Travelers Indemnity Company	Included*
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Umbrella Travelers Property Casualty Co of America	Included*
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property Federal Insurance Company	Included*
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown Liberty Mutual Fire Insurance Company	Included*
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime Allmerica Financial Benefit Insurance Co	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability Underwriters at Lloyd's, London	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation Midwest Employers Casualty Company	Included*

*For this coverage, TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

Gallagher Crisis Protect

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name

Title

Signature

Date: _____





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
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 319-273-8600
 FAX 319-268-5126

MEMORANDUM
 Financial Services Division

TO: Mayor Laudick and City Council
FROM: Mark Howard, Chief of Police
DATE: June 1st, 2024
SUBJECT: New Firearm Purchase

The Public Safety Department sent out bid requests to two vendors and received quotes from both vendors to provide new Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Officers. The summary of the quotes is as follows:

Scheels:	\$61,080 (91,800 - \$30,720 Trade-in)
Kiesler Police Supply:	\$74,403 (104,643 – 30,240 Trade-in)

After reviewing the bids received, I would recommend approval of Scheels to provide the new firearms to the Public Safety Department from the quotes listed above. They have offered a lower per unit price and offered a higher buy-back price for our current weapons. I have also attached the Scheels quote to this memo. This is the same purchase we make to replace our weapons every five years..

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

Respectfully,


 Mark Howard
 Chief of Police

SCHEELS

Cedar Falls Scheels • 402 Viking Plaza Drive • Cedar Falls, IA 50613 • (319) 277-3033 • FAX (319) 859-9100

To whom it may concern:

Following is a quote for the sale and trade-in of firearms with the Cedar Falls, Iowa Police Department.

Sold to CFPD:

(90) Glock 45 MOS pistols equipped with (90) Trijicon SRO2 Optics

Unit Price: \$1020

Total Price: \$91,800

Traded to Cedar Falls Scheels for Credit:

(86) Glock 17 Pistols w/ box and mags and (10) Glock 26 Pistols w/ box and mags

Unit Credit: \$320

Total Credit: \$30,720

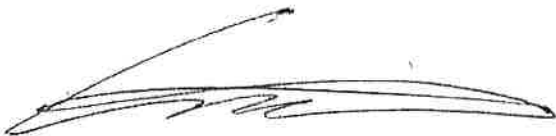
Total Price: \$91,800

Total Credit: \$30,720

Amount owed: \$61,080

Should you have any questions, please feel free to reach out to me.

Thank you:



Craig Michelson

Cedar Falls Scheels Assistant Store Leader



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 Laudick, City Council Members
From: Mark Howard, Asst Public Safety Director /Chief of Police
Date: June 5th, 2024
Re: Request for Police Vest Grant Application

The Police Division will need to replace 27 Survival Armor BAV-II ballistic vests in the coming year to replace expiring vests. The life expectancy for the BAV-II vest is four years. The cost for the new vests is \$21,164.24. We have applied for a \$10,582.12 grant from the Department of Justice as we do every two years, to subsidize the cost of the needed BAV-II vests. Attached is a copy of the U.S. Department of Justice grant application for the vests, and I am requesting your approval for the grant.

Chief Mark Howard



MANAGE APPLICATION

1. Agency Profile

2. Application

- 2.1 Application Profile
- 2.2 Manage Application
- 2.3 Review Application
- 2.4 Mandatory Wear Policy
- 2.5 Submit Application

3. Payment

4. Status

5. Personal Information

Help

JUR: CEDAR FALLS CITY, IA

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)



Application Profile



Application



NIJ Approved Vests



Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	CEDAR FALLS CITY
Fiscal Year	2024
Number of Agencies Applied	1
Total Number of Officers for Application	87
Number of Officers on Approved Applications	87

APPLICATION PROFILE

Fiscal Year	2024
Vest Replacement Cycle	4
Number of Officers	87
Number of Stolen or Damaged	0
Number of Emergency Replacement Needs	0
Number of Officer Turnover	0

VIEW/UPDATE APPLICATION

Vests for 2024 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ <u>BAV-FEM-II</u>	8	II	F	\$783.12	\$6,274.96
+ <u>BAV-II</u>	19	II	M	\$783.12	\$14,889.28
+ Grand Totals	27				\$21,164.24

RETURN TO REVIEW APPLICATION

ADD VESTS TO APPLICATION



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 Laudick, City Council Members
From: Mark Howard, Asst Public Safety Director /Chief of Police
Date: June 10th, 2024
Re: FY25 Towing Contract

The Public Safety Department has completed the bidding process for the FY25 towing contract. Four companies, Rassmussen Towing, Sheetz Towing, Ray Mount Towing, and Valley Wide Towing participated in the process.

Rassmussen and Valley Wide Towing provided the lowest bid, setting pricing for the City of Cedar Falls paid tows at \$1.00 and cancellation of a tow request also at \$1.00. Tows paid by the city that are paid by the vehicle owner for illegal parking, accidents or other tows will be set at fair market price. There are also requirements and restrictions for storage fees and response times associated with towing. A copy of the contracts are attached for your approval.

The Cedar Falls Public Safety Department recommends approval of the contract with the above services.

Respectfully,

Chief Mark Howard

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Reimason Towing ("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 "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.
- 2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving 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 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 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. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2024 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. 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 and Hold Harmless.

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 as set forth in Exhibit "B" 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 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 Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any 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. 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; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of 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.

Towing Company shall obtain and maintain a DOT required Iowa Motor Carrier Permit.

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: Tim Smith

Title: Captain

Address: 4600 S. Main St.

Cedar Falls, IA 50613

Telephone: 319-268-5116

Email: tim.smith@cedarfalls.com

Contractor:

Name: John Rasmussen

Title: Vice President

Address: 9716 University Ave
Cedar Falls, Iowa

Telephone: 319-267-3802

Email: rasmussen.towing@gmail.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) Rasmussen Towing

By: John Rasmussen

Its: [Signature]

Date: 4/15/24

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Division to tow vehicles. City will contact Towing Company through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case City may utilize multiple towing companies for wrecker service calls. If more than one Towing Company is under contract with the City for the same term, such Towing Companies not in breach of this Agreement will be contacted on an alternating basis, provided there is no disruption of service. Wrecker service calls from private persons, even when the Cedar Falls Police Division assists with such calls, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Division and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Division; and vehicles towed on short notice at fire and crime scenes.
 - b. An example of wrecker service that may occur and would not be covered by the terms of this Agreement includes: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Division will assist the driver/owner with contacting a wrecker service which may include the Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the wrecker service and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement

applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company shall be entitled to charge the City the single rate sum of \$ 1.00 for each wrecker service call identified in Section 1(a) above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company at no additional charge. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
3. Towing Company shall be allowed to charge vehicle owners as follows:
 - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges and for storage. Such tows may include abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. The contracted tow rate for each wrecker service call identified in Section 2, and the contracted storage rate identified in Section 8 shall only be applicable if the City is ultimately required to pay the towing and storage bill due to abandonment of the vehicle by the vehicle owner if towed under Subsection 3(a) above.
4. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Division of City.
5. The single tow rate of as stated in Section 2 shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single tow rate amount plus \$ 6.00 per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No

per mile fee may be charged at any time for any travel within the City. The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

6. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1(b) and Section 3(a) above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
7. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of \$ 1000, whether said service is performed by Towing Company or a substitute and Towing Company shall be responsible for reimbursing the substitute wrecker service for the difference, if any, between the single rate amount for the City as stated herein and the substitute wrecker service's regular rates.
8. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Division of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles that were towed on the City's behalf on the last day of each month. Towing Company shall be paid \$ 1000 per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1(b) and Section 3(a) above are the responsibility of the vehicle owner(s).
9. When Towing Company is requested by City to tow an abandoned or impounded vehicle, but no vehicle is actually towed, Towing Company may charge the City the wrecker service sum of \$ 1000 for the call. However, to be eligible for this wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC 5500 Fountains Dr NE Suite 201 Cedar Rapids, IA 52411		CONTACT NAME: PHONE (A/C. No, Ext): (319) 365-8611 FAX (A/C. No.): (319) 365-6919 E-MAIL ADDRESS: certs@acceladvantage.com
		INSURER(S) AFFORDING COVERAGE INSURER A : Pioneer Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 40312
INSURED Rasmusson Towing Inc Don Rasmusson 9716 University Ave Cedar Falls, IA 50613		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP 1143427	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
			GENERAL AGGREGATE				\$ 2,000,000	
			PRODUCTS - COMP/OP AGG				\$ 2,000,000	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1142819	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			BODILY INJURY (Per person)				\$	
			BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1023775	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
			AGGREGATE				\$ 2,000,000	
							\$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 1019097	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Garagekeepers			CPP 1142819	7/1/2023	7/1/2024		350,000
A	Motor Truck Cargo			CPP 1143428	7/1/2023	7/1/2024	1,000 ded	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

General Information Only
 Contact Accel Advantage for additional information

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Valley Wide Towing + Recovery Inc. ("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 "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.
- 2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

- 2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".
- 2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.
- 2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving 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 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 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. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2024 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. 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 and Hold Harmless.

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 as set forth in Exhibit "B" 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 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 Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any 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. 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; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of 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.

Towing Company shall obtain and maintain a DOT required Iowa Motor Carrier Permit.

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: Tim Smith

Title: Captain

Address: 4600 S. Main St.

Cedar Falls, IA 50613

Telephone: 319-268-5116

Email: tim.smith@cedarfalls.com

Contractor:

Name: Patrick Moloney

Title: Owner / President

Address: 1118 Jefferson St.
Waterloo, IA 50702

Telephone: 319-888-3144

Email: valleywidetow@gmail.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) Valley Wide Towing & Recovery Inc.

By: Patrick Moloney Patrick Moloney

Its: _____

Date: 4-12-24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

JAMES WISE

Exhibit A

1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Division to tow vehicles. City will contact Towing Company through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case City may utilize multiple towing companies for wrecker service calls. If more than one Towing Company is under contract with the City for the same term, such Towing Companies not in breach of this Agreement will be contacted on an alternating basis, provided there is no disruption of service. Wrecker service calls from private persons, even when the Cedar Falls Police Division assists with such calls, are not included in this Agreement.
 - a. Examples of wrecker service that would be requested by the Cedar Falls Police Division and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Division; and vehicles towed on short notice at fire and crime scenes.
 - b. An example of wrecker service that may occur and would not be covered by the terms of this Agreement includes: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Division will assist the driver/owner with contacting a wrecker service which may include the Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the wrecker service and the vehicle owner.
 - c. Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement

applicable for each wrecker service call made on behalf of the DOT.

2. Towing Company shall be entitled to charge the City the single rate sum of \$ 1.00 for each wrecker service call identified in Section 1(a) above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company at no additional charge. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
3. Towing Company shall be allowed to charge vehicle owners as follows:
 - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges and for storage. Such tows may include abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
 - b. The contracted tow rate for each wrecker service call identified in Section 2, and the contracted storage rate identified in Section 8 shall only be applicable if the City is ultimately required to pay the towing and storage bill due to abandonment of the vehicle by the vehicle owner if towed under Subsection 3(a) above.
4. The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Division of City.
5. The single tow rate of as stated in Section 2 shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single tow rate amount plus \$ 1.00 per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No

per mile fee may be charged at any time for any travel within the City. The per mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

6. Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1(b) and Section 3(a) above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
7. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of \$ 1.00, whether said service is performed by Towing Company or a substitute and Towing Company shall be responsible for reimbursing the substitute wrecker service for the difference, if any, between the single rate amount for the City as stated herein and the substitute wrecker service's regular rates.
8. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Division of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles that were towed on the City's behalf on the last day of each month. Towing Company shall be paid \$ 1.00 per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1(b) and Section 3(a) above are the responsibility of the vehicle owner(s).
9. When Towing Company is requested by City to tow an abandoned or impounded vehicle, but no vehicle is actually towed, Towing Company may charge the City the wrecker service sum of \$ 1.00 for the call. However, to be eligible for this wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506
CONTACT NAME: Genee West
PHONE (A/C, No, Ext): 402-827-3081
E-MAIL ADDRESS: Genee.West@MarshMMA.com
INSURER(S) AFFORDING COVERAGE: INSURER A : Pioneer Specialty Ins NAIC #: 40312

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Garagekeepers, and Onhook / In Tow.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cedar Falls is additional insured on the general liability with respect to work performed by the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5528
Fax: 319-273-8656
www.cedarfalls.com

MEMORANDUM***Recreation & Community Programs Division***

TO: Honorable Mayor Danny Laudick and City Council

FROM: Mike Soppe, Recreation & Community Programs Manager

DATE: June 4, 2024

SUBJECT: Breathwork Workshop Contract

Attached you will find the Professional Goods and Services Agreement with Thad Peck, who is a breathing fitness instructor. He would like to offer a breathwork class at the Rec. The workshop involves the teaching and practice of breathing techniques as well as the science behind it.

This would be a new class to the Rec. If the workshop is popular, the Rec would like to offer more classes the future as stated in the contract. The Recreation & Community Programs Manager recommends approving this contract.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(City of Cedar Falls Breathwork Workshop)

This Agreement is by and between Thad Peck ("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 Thad Peck 2 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. 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 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 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. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 12/31/24 unless earlier terminated under the terms of this Agreement. The term of this Agreement may be extended by the City for up to five additional terms of one year each upon written notice to the Contractor prior to the expiration of the current term or any extension.

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. 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 and Hold Harmless.

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 as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: *[Signature]*, Director of Comm. Dev. (Signature and title of authorized City employee or officer) Insurance is being waived due to the fact this workshop meets the independent contractor exception. 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 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 Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any 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. 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; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of 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.

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: Megan Gerhardt

Title: Fitness Coordinator

Address: 110 East 13th Street

Cedar Falls, Iowa 50613

Telephone: 319-268-5522

Contractor:

Name: Thad Peck

Title: Program Instructor

Address: 2101 Hickory Lane

Cedar Falls, IA 50613

Telephone: 480-254-3930

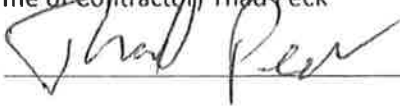
Email: megan.gerhardt@cedarfalls.com

Email: thadpeck@hotmail.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) Thad Peck

By: 
Its: Program Instructor Date: 5-31-24

CITY OF CEDAR FALLS, IOWA

By: _____

Danny Laudick, Mayor

Attest: _____

Date: _____

Kim Kerr, MMC, City Clerk

Exhibit A

Services Contractor will teach a breathwork class/workshop at the Cedar Falls Recreation and Fitness Center. The workshop will be a one-day workshop of 2 hours. The workshop will include the teaching of some of the science, practicing the breathing, and then taking participants through the Vagal Toning Breathwork at the end. Contractor will use the multipurpose room with access to mats, chairs, and a projector if available.

The City may at its discretion schedule additional classes/workshops in coordination with Contractor. Such additional classes/workshops, if scheduled and held, shall be subject to the same terms and conditions as the first class/workshop stated in this Agreement.

Exhibit B

Contractor will receive 70% of the program registration fees. The Cedar Falls Recreation and Fitness Center will receive 30%. Payment will occur within 30 days after the workshop concludes.


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5528
 Fax: 319-273-8656
 www.cedarfalls.com

MEMORANDUM
Recreation & Community Programs Division

TO: Honorable Mayor Danny Laudick and City Council

FROM: Mike Soppe, Recreation & Community Programs Manager

DATE: June 11, 2024

SUBJECT: Orchard Hill Pickleball Court Expansion Project
 City Project Number: PI-000-3331
 D & N Fence Co.

As a part of the Orchard Hill Pickleball Court Expansion Project, exterior and interior fencing of the 8 new pickleball courts with nets and poles is necessary. Several project components such as the shelter, court fencing, court surfacing, soundproofing and landscaping are occurring outside of the Aspro contract approved on May 6, 2024 for the asphalt court, parking lot/driveway improvements, and detention.

Public Works requested quotes for the project. Below are the bids received. The low bid is D & N Fence Co. However, the project is \$38,095 which puts it over the threshold for needing council approval according to the finance policy (3111.23). They will be coordinating this work with Aspro of Waterloo during the laying of the asphalt.

Bidder	Amount
D&N Fence	\$38,095.00
Miller Fence	\$48,092.46

Also, to address concerns expressed at the Council meeting, we requested a quote to add wind slats for \$11,906 (on the north, south & east sides of the new courts), and a heavier duty pole system on the west side of the fence to accommodate the weight of the Acoustiblok for \$8,596.

The total fencing and screening cost with D&N Fence Co. is \$58,597. Staff requests a resolution of support to move forward with this component of the project.


DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
304 W SEERLEY BLVD. CEDAR FALLS, IOWA 50613
PH:319-268-5550

MEMORANDUM

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Cory Hurless, Cultural Programs Supervisor

DATE: June 5, 2024

SUBJECT: Eden+ Fundraising Consultants Services Agreement, Hearst 2.0 Fundraising Feasibility Study

Attached you will find the Professional Services Agreement with Eden+ Fundraising Consultants and insurance documentation for services to prepare a Hearst 2.0 Fundraising Feasibility Study.

In 2022, the Art and Culture Board and City Council agreed a Master Plan for an improved Hearst Center for the Arts facility should move forward. The Hearst 2.0 Master Plan was completed by OPN Architects at the end of 2023, with a presentation to City Council in February 2024. While there is support for a new building or a remodel/expansion at the current site, evaluating the sources of funding to ascertain feasibility of completing the objectives of the Master Plan is desired.

The proposed Professional Services Agreement with Eden+ will provide an evaluation of the Hearst's current case for support as well as the current board's leadership and fundraising capabilities. Services will include 50 interviews and evaluations of current and possible donors, wherein they will provide a recommendation of a realistic campaign goal, suggested campaign timeline, and recommended capital campaign strategy with identification of resources necessary to reach fundraising goals. The Feasibility Study results will be used to recommend a path moving forward for implementing elements of the Master Plan. The compensation for this agreement will be a fixed fee of \$35,000. CIP project #80 in the FY22-FY27 CIP planned for \$30,000 in FY23 & FY24. At the April 24, 2024 joint Art and Culture Board and Friends of the Hearst Board meeting, both bodies agreed to spending \$35,000 as quoted by Eden+, with funding sources to be expended jointly through a 50-50 split between the Art & Culture Board and Friends of the Hearst (or \$17,500 each).

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with Eden+ for fundraising consultant services of the Hearst 2.0 Fundraising Feasibility Study. If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
 Jennifer Pickar, Tourism & Cultural Programs Manager

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Eden+ Nonprofit Fundraising Consulting ("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. 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 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 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. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on 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. 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 and Hold Harmless.

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 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 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 Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any 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. 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; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if

approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0. Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of 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.

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: Cory Hurless
Title: Cultural Programs Supervisor
Address: 304 W. Seerley Blvd.
Cedar Falls, IA 50613
Telephone: 319-268-5550
Email: cory.hurless@cedarfalls.com

Contractor:
Name: Eric Heining
Title: President, EDENT
Address: 515 E. Locust Street
Suite 400
Des Moines, IA 50309
Telephone: _____
Email: Eric.Heining@edenplus.org
734-775-7017

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) Eric Heining 6/5/14
Eric Heining
EDENT Fundraising 7

By: _____

Its: _____

Date: 6/5/24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A – Scope of Work

CONSULTANT'S ROLE, OBJECTIVES, AND DELIVERABLES OF STUDY

The consultant(s) will conduct a campaign feasibility study to determine the amount of capital that could realistically be raised from all sectors and available sources in support of the construction of a new Hearst Center for the Arts building expansion at its current site on West Seerley Boulevard. With support from City of Cedar Falls staff, Cedar Falls Art & Culture Board (ACB), and Friends of the Hearst Board, the consultant(s) will:

- Evaluate and prepare a Case for Support.
- Assess current fundraising capability.
- Identify potential donors (individuals and organizations).
- Evaluate board leadership and their fundraising capabilities, and assess efforts needed to recruit additional board leadership for campaign efforts.
- Determine current and potential donors' interest in supporting the campaign, including conducting donor interviews.
- Set a realistic campaign goal with a suggested timeline for conducting the campaign.
- Deliver a recommended campaign strategy, with identification of resources necessary to staff and board leadership.

As part of the Scope of Work, the consultant shall also include in the study:

- Review provided materials regarding the Hearst Master Plan, existing donor data and large gifts history.
- Meet with staff, the Art & Culture Board, and the Friends of the Hearst Board to learn and discuss needs and goals of the project beyond the general information provided in the RFQ to utilize in developing the study.
- Consider current best practice of successful capital campaign projects for similarly sized community art centers.
- Research and consider recent capital campaigns in Cedar Falls; particularly timing, fundraised amounts, success rate, etc.
- Identify constraints as well as opportunities.
- Identify a realistic fundraising goal and stretch goal of dollars to raise for Hearst 2.0.
- Identify approaches and recommendations for what percentage of the campaign dollars should come from grants, direct asks, or other donation strategies.
- Prepare materials and present at several meetings, initially these may include:
 - o Meet with City staff core team regularly during the research and development of the study.
 - o Meet with ACB & Friends of the Hearst to evaluate current membership, and review findings that will contribute to the study.
 - o Meeting with ACB & Friends of the Hearst to review the finalized Fundraising Feasibility Study.
 - o Meeting with staff to discuss feedback and next steps.
 - o Meeting with City Council to present the finalized study if deemed necessary.

Exhibit B – Fees

EDEN+'s professional fee for the feasibility study is \$35,000, to be invoiced monthly.

**EXHIBIT C – INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as 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 issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.

3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein.

See Pages 3-4 of this Exhibit.

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

B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory he policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

Required Endorsements - sample endorsements Pages 3-4 of this Exhibit

Blanket or Scheduled Additional Insured	CG 20 10 12 19
Owners, Lessees or Contractors - Scheduled Person or Organization	or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	If required

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

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.

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CERTIFICATE OF LIABILITY INSURANCE

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Holmes Murphy - PC WKEE Select, 2727 Grand Prairie Pkwy, Waukee, IA 50263. CONTACT NAME: Select Certificate Request. PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL ADDRESS: selectcertificate@holmesmurphy.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company (NAIC # 22292), INSURER B: The Travelers Indemnity Company (NAIC # 25658).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Prof. Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa are all listed as additional insureds on the General Liability, Auto Liability and Umbrella Liability coverages...

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

DESCRIPTIONS (Continued from Page 1)

Item 36.

Compensation coverage contain Waiver of Subrogation endorsements in favor of The City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, as required by written contract with the insured, per policy terms and conditions. The coverages above contain a 30-day notice of cancellation endorsement in favor of The City of Cedar Falls. The General Liability coverage contains a Non-waiver of Governmental Immunities endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRESERVATION OF GOVERNMENTAL IMMUNITY – IOWA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY THAT PROVIDE LIABILITY COVERAGE

PROVISIONS

1. The following is added to each Section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under Iowa law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. The following is added to the **CONDITIONS** Section:

Preservation Of Governmental Immunity

Your purchase of this policy is not a waiver, under Iowa Code Section 670.7 or any amendments to that section, of any governmental immunity that would be available to any insured had you not purchased this policy.



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 Daniel Laudick and City Council
FROM: Jaydevsinh Atodaria (JD), AICP, City Planner II
DATE: June 17, 2024
SUBJECT: Certified Local Government Grant Agreement

The Historic Preservation Commission in partnership with community volunteers and staff submitted application to request Certified Local Government Grant funds to hire a professional to prepare a report by conducting a reconnaissance survey for the Overman Park Neighborhood in mid-December 2023. The reconnaissance survey is a street-side survey of all the properties in the project boundary. The proposed boundary of the survey is from W.1st Street and W 12th Street as a north-south boundary and Washington St to Walnut Street as an east-west boundary as shown in the attached map for reference.

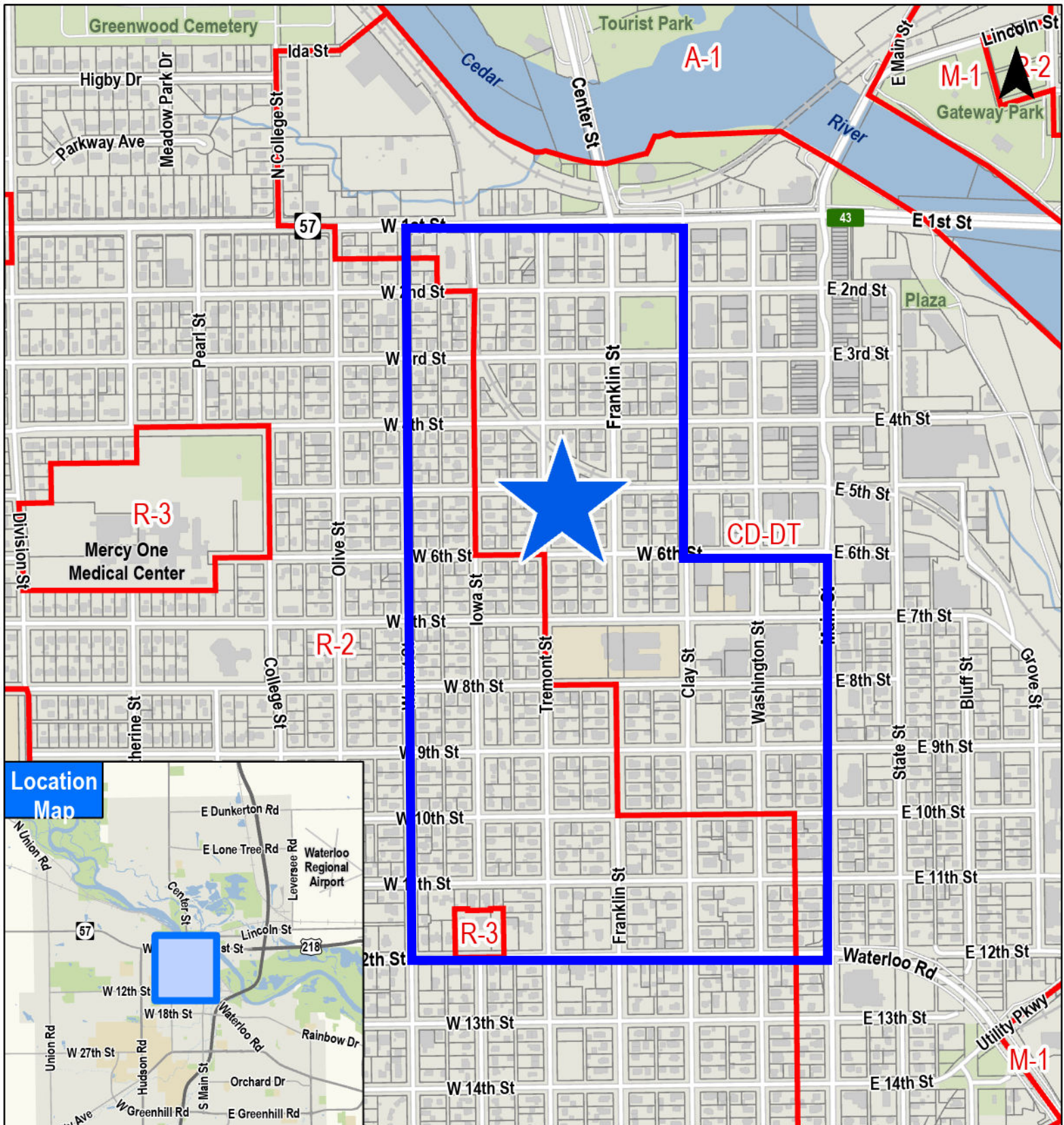
Late March, the commission was notified about receiving the CLG Grant Award. Following the award notification, the State Historic Preservation (SHPO) sent the CLG grant agreement for review and consideration in late April 2024. After reviewing and making smaller changes to the agreement, the final step is getting the City Council's approval of the grant agreement. Once approved, the next step will be to send the signed agreement to the SHPO. Once the SHPO signs the agreement, staff will receive notification to start working on the project. The next steps then will include sending a Request for Proposal seeking consultants for the project and approval of a contract for hiring a professional as needed. Staff will notify the City Council as we move forward with the process. If you have any questions, please feel free to contact the Planning & Community Services Division.

Attachments: Project Boundary Map
 CLG Grant Agreement

xc: Ron Gaines, City Administrator
 Stephanie Sheetz, Director of Community Development
 Karen Howard, Planning & Community Services Manager

Cedar Falls City Council December 4, 2023

Item 37.



**Proposed Project Boundary Area
CLG Grant Project
Historic Preservation Commission**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT**

Article 1. Grant Information.

Fiscal Year:	2024	Grant Award:	\$10,500.00
Grant Number:	202412-13064	Final Report Due Date:	09-30-2025
Project Start Date:	06-17-2024	Project End Date:	08-29-2025
Account Number:	2520 CLG	Program:	Survey
Community Match:	\$7,050.00		
Grantee:	City of Cedar Falls		
Project Title:	Reconnaissance Survey for the Overman Park Neighborhood		
Project Description:	See Attachment A Scope of Work.		
Funding Source:	[This Grant is a subaward of an award issued by the National Park Service, a bureau of the United States Department of the Interior, to the Iowa State Historic Preservation Office, which exists within the Iowa Economic Development Authority. The amount of this Grant directly supported by federal funds is \$10,500.00. The amount of this Grant supported by state matching funds to the federal award is \$0. By execution of this Agreement, Grantee assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and that no Grant funds will be used in transactions with any entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.]		

Article 2. Identification of Parties.

This Grant Agreement (the “Agreement”) is made between the State Historic Preservation Office, which exists within the Iowa Economic Department Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 (“Authority”) and Grantee (each a “Party,” and collectively the “Parties”):

Grantee:	City of Cedar Falls
Grantee Authorized Official:	Daniel Laudick

Grantee Primary Contact:	Jaydevsinh Atodaria
Grantee Address:	220 Clay St Cedar Falls, Iowa 50613

WHEREAS, Authority is interested in broadening the role of local governments in historic preservation through the Certified Local Government program (the “Program”); and

WHEREAS, Grantee has demonstrated its interest in historic preservation by becoming a Certified Local Government and desires to complete the Project.

NOW THEREFORE, Authority and Grantee hereby enter into this Agreement.

Article 3. Grant Funds.

- 3.1 Funding Source and Maximum Payment. Disbursement of Grant funds (“Grant Funds”) is limited to those monies specifically appropriated and legally available to Authority for the funding of Grantee’s Project, including the work, services, and budget to be accomplished by Grantee under the Program as described in this Agreement and Attachment A Scope of Work (“SOW”) and Attachment B Budget (“Budget”). The Grant Award shall be the maximum amount disbursed by Authority to Grantee for reimbursement of its costs and expenses under this Agreement. This Agreement shall not constitute any obligation or debt of Authority or the State of Iowa.
- 3.2 Disbursement of Funds. Grantee must submit the Payment Request Form and supporting documentation as required by Authority in the same state fiscal year during which expenses are incurred to request disbursement of Grant Funds. After receipt of the Payment Request Form and supporting documentation as required by Authority, Authority will authorize disbursement of some or all of the Grant Funds on a reimbursement basis only to the extent that Authority determines, in its sole discretion, that Grantee, its affiliates, employees, officers, agents and subcontractors, and the Project strictly complied with the terms of this Agreement. Substantial compliance with the terms of this Agreement does not constitute compliance for the purposes of receiving a reimbursement disbursement. All reimbursement disbursement decisions by Authority are final. Grantee shall be the sole authority to claim and receive any disbursements.
- 3.3 Disallowed Costs. Grant Funds shall only be applied to costs eligible under provisions stipulated by the National Park Service, United States Department of the Interior, for grants-in-aid. Costs for Project work that does not meet the Secretary of the Interior’s applicable Standards for Archaeology and Historic Preservation will not be reimbursed under this Agreement. Any costs or expenses which are determined to be unallowable by Authority shall be returned by Grantee to Authority within thirty (30) days of written notice of the disallowance. Except to the extent barred by law, Grantee retains responsibility for demonstrating eligibility of costs and expenses and will hold Authority harmless for any disallowance related to the eligibility of costs and expenses, including repayment of ineligible amounts.

Article 4. Terms of the Grant.

- 4.1 Iowa State Historic Preservation Office. The Iowa State Historic Preservation Office, which exists within Authority, administers the Program and the State Historic Preservation Officer is the official authorized to execute this Agreement and any changes in the terms, conditions, or amounts herein.
- 4.2 Effective Dates. This Agreement shall be in full force and effect from the date of signature by the State Historic Preservation Officer and shall continue in effect until the Project End Date.
- 4.3 Non-Assignment. Grantee will not assign this Agreement or otherwise transfer any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of Authority. Any such attempted assignment, transfer or delegation without Authority's prior written consent shall be void.
- 4.4 Compliance with Law. Grantee, its affiliates, employees, officers, agents, and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
- 4.5 Policies, Guidelines and Rules. Grantee, its affiliates, employees, officers, agents, and subcontractors shall abide by and comply with all applicable published policies, procedures, guidelines and rules when performing under this Agreement. These policies, procedures, guidelines and rules include, but are not limited to, State of Iowa Certified Local Government Grant Guidelines, CLG Grant Local Project Management Guide, Iowa Code, including but not limited to Iowa Code Chapter 15, and Iowa Administrative Code.
- 4.6 Execution of Project and No Extensions. Grantee shall execute the Project, including use of the Grant Funds and all other fiscal and programmatic activity, as described in this Agreement and the SOW between the Project Start Date and Project End Date. Grantee acknowledges that Authority may, but is under no obligation to, approve extension requests for the Project beyond the Project End Date stated herein.
- 4.7 Authority Access. Upon written request, Grantee shall provide Authority access to the Project for the purpose of observation, evaluation or to provide appropriate Authority representation.
- 4.8 Payment to Service Providers. Grantee agrees to pay in a timely manner all providers of goods and/or services when goods are delivered or services rendered in connection with the Project. Grantee shall pay all providers of goods or services on or before the Project End Date.
- 4.9 Modification. Neither this Agreement nor any documents incorporated by reference herein may be changed, waived, modified, amended or discharged except through a

writing executed by both Authority and Grantee. All proposed modifications to the Project, as detailed in the SOW, must be submitted in writing to Authority by Grantee. Authority will consider the proposed modification, including whether Grantee's request is so substantial as to necessitate re-evaluating Authority's decision to provide Grant Funds for the Project. Any proposed modification to the Project or to this Agreement will be denied by Authority if it substantially alters the circumstances under which the Grant was originally approved or if it does not meet requirements set forth in the Program guidelines.

- 4.10 Change in Law. Notwithstanding Section 4.9 herein, this Agreement is subject to any change in any applicable federal, state, or local laws, regulations, rules, orders or policies. Authority may unilaterally modify in writing the Agreement at will in order to accommodate any above-referenced change(s) and deliver such amendment to this Agreement to Grantee. Failure by Authority to notify Grantee of such changes does not negate Grantee's responsibility to comply with the Agreement as modified and any applicable federal, state, or local laws, regulations, rules or policies.
- 4.11 Project Cancellation. Grantee must submit written notification to Authority if the Project is cancelled. In such an event, Grantee shall return to Authority the full amount of Grant Funds that have been disbursed within thirty (30) days of the written notification and no later than the Final Report Due Date. Notwithstanding the foregoing, if Grantee is unable to fulfill this Agreement by virtue of any act or regulation of any public authority, on account of any rule or order of any military or civil authority, on account of any war or other national or state-declared emergency, or because of riot, epidemic, act of God, or any similar cause beyond Grantee's control, Grantee may, in Authority's sole discretion, be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event, Grantee shall promptly return to Authority any unexpended or unobligated Grant Funds.
- 4.12 Record Retention and Access. Grantee shall maintain its books, documents and records related to the Project, including but not limited to, books, documents, and records that sufficiently and properly document Grantee's receipt and use of Grant Funds under this Agreement, for a period of at least three (3) years following the Project End Date or completion of any required audit, whichever is later. Notwithstanding the foregoing, all survey reports, nominations, inventory forms and studies related to the Project shall be retained permanently by Grantee. Grantee shall permit the Auditor of State or any authorized representative of the State of Iowa, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, or electronic or optically stored and created records or other records relating directly or indirectly to the Project or Grant Award.
- 4.13 Audit Requirements for Expenditure of Federal Funds. Grantee shall submit a Single Audit Exemption Form to Authority for each fiscal year Grantee expends less than \$750,000 in federal funds. Grantee shall submit an audit report to Authority for each fiscal year Grantee expends \$750,000 or more in federal funds, or such other amount as

may subsequently be set by applicable federal law or rule, in accordance with the Single Audit Act of 1984, as amended in 1996.

- 4.14 Final Report Requirements. Grantee shall prepare, review, sign and submit a Final Report in form and content specified by Authority along with Grantee's final request for payment by no later than the Final Report Due Date. Grantee shall remit any unspent Grant Funds to Authority within thirty (30) days of the Project End Date. Authority may include Grantee on a list of entities subject to an Authority-wide funding moratorium of no less than one (1) year if the Final Report and/or any unspent Grant Funds are not submitted to Authority by the above-stated deadlines. Authority may also initiate legal proceedings for Grantee's failure to return unspent Grant Funds.

Article 5. Equal Opportunity.

During the performance of this Agreement, Grantee agrees as follows:

- (a) Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments

- under this Article 5 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) Grantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Grantee will also comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order #15 of 1973, as amended, and all provisions relevant to fair employment in the rules and regulations of Authority.
 - (f) Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and required by rules, regulations, and orders of the Secretary of Labor and Authority, or pursuant thereto. and will permit access to its books, records, and accounts by Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (g) In the event of Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Grantee may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by federal or state law.
 - (h) Grantor will include the provisions of this Article 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Grantee may request the United States to enter into such litigation to protect the interests of the United States.

Article 6. Intellectual Property.

No material or product in whole or in part under this Agreement shall be subject to patent or copyright by either Party in the United States or in any other country. Grantee will secure all necessary permissions and licenses to avoid misappropriating or infringing on intellectual property rights of any other party when carrying out the Project. The U.S. Department of the Interior and Authority shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use for government purposes, and to authorize others to use, any materials produced in whole or in part under this Agreement.

Article 7. Acknowledgements.

Publication, films, exhibits, and similar works developed as a part of this Agreement shall acknowledge federal aid by including the following statement as part of the title or acknowledgment section with each item produced:

"The activity that is the subject of this project has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior.

"The views and conclusions contained herein are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Article 8. Procurement of Professional Services and Equipment.

- 8.1 Procurement of Services. Grantee shall procure professional services by competitive negotiation or small purchase procedures. This requires solicitations from at least three (3) sources to permit reasonable competition consistent with the nature and requirements of the procurement. Cost reimbursement or fixed-price contracting is required. "Cost-plus-a-percentage-of-cost" contracting is forbidden.
- 8.2 Standards. Project consultants must meet the minimum professional standards as outlined in the Secretary of the Interior's applicable Standards for Archaeology and Historic Preservation.
- 8.3 Equipment. Grantee must receive prior written permission from Authority and the National Park Service before purchasing any piece of equipment under this Agreement with a value over five thousand dollars (\$5,000).

Article 9. Representations and Warranties.

Grantee represents and warrants the following:

- (a) Grantee has complied with all federal, state and local laws regarding business permits, licenses, authorizations, approvals or other actions or filings that will be required to complete the Project;
- (b) Grantee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's duties and obligations under this Agreement;
- (c) No member, director, officer, employee or advisor of Authority has participated in any decisions relating to this Agreement which directly or indirectly affects their interests, or the interests of any member of their immediate families, financially or otherwise; and
- (b) This Agreement and other documents and agreements required by this Agreement when delivered hereunder are and will be legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

Article 10. Indemnification.

- 10.1 Indemnification by Grantee. Grantee shall indemnify, defend and hold harmless Authority and the State of Iowa, their members, employees, officials, officers, and agents, appointed and elected, paid and unpaid, from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by the Attorney General's Office, and the costs, expenses and reasonable fees of other counsel retained to represent the State of Iowa or Authority, relating to or arising from any acts or omissions by Grantee, its agents and subcontractors, while performing or attempting to perform under this Agreement, including, but not limited to, breaches of any term or condition of this Agreement, failures to comply with any applicable local, state, federal or international laws, rules and regulations, and any misappropriations or violations of any intellectual property, proprietary or personal rights, such as patents, copyrights, trade secrets, trademarks, trade dress, mask work and utility designs. Grantee's obligations under this Article 10 shall survive termination of this Agreement.
- 10.2 Defense of Claim. Authority shall control the defense of any claim against Authority. Authority may, at its option, tender the defense to Grantee in which case it shall reasonably cooperate with Grantee to facilitate the defense of any claim against Authority. Even if Authority chooses to tender the defense, Authority reserves the right to participate in such defense and any settlement or other discussions to resolve the claim to the extent Authority, in its sole discretion, determines such participation to be in the best interests of the State of Iowa.

Article 11. Termination.

- 11.1 Default and Termination for Cause by Notice. The occurrence of any one or more of the following events shall constitute cause for Authority to declare Grantee in default and terminate this Agreement:
- (a) Any breach by Grantee of any material term, provision, obligation, representation or warranty of this Agreement, including any statement provided in connection with this Agreement that is false, deceptive, misleading or materially incorrect or incomplete;
 - (b) Grantee fails to comply with any applicable state or federal laws, rules, ordinances, regulations or orders in connection with the Project and Grantee's performance under this Agreement;
 - (c) In Authority's sole determination, Grantee is not following cost eligibility requirements as outlined in the Secretary of the Interior's applicable Standards for Archaeology and Historic Preservation and Uniform Guidance 2 CFR 200 or
 - (d) Grantee is engaging in conduct that has or may expose the State of Iowa, Authority or Grantee to liability.

Unless, in the sole discretion of Authority, a default cannot be remedied, Authority shall provide at least thirty (30) days written notice to Grantee requesting that the breach or noncompliance be remedied within the time specified in the written notice. If the breach or noncompliance is not timely remedied, Authority may thereafter terminate the Agreement without additional notice.

11.2 Immediate Termination by Authority. Notwithstanding the above Section 11.1, Authority may terminate this Agreement immediately, without notice, for any of the following reasons:

- (a) Grantee, its agent or subcontractor, has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or otherwise acted in bad faith; or
- (b) In Authority's sole determination, Grantee has not made substantial progress toward completion of the Project within one hundred eighty (180) days after the Project Start Date or Grantee fails to complete the Project by the Project End Date; or
- (c) Grantee through its actions, or failures to act, including by its agents, employees, and subcontractors, has caused or reasonably could cause, life, health or safety of any persons to be jeopardized; or
- (d) Grantee fails to receive any required matching funds and other funds, aside from the Grant, necessary to complete the Project under the terms of this Agreement; or
- (e) In Authority's sole discretion, a default cannot be remedied.

11.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, Authority shall have the right to terminate this Agreement immediately, without penalty and without advance notice, as a result of any of the following:

- (a) The federal funding source or the legislature or governor of the State of Iowa fails to appropriate or award funds sufficient in the sole opinion of Authority to allow Authority either to meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement;
- (b) Program funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Authority to make disbursement hereunder are insufficient or unavailable for any other reason as determined by Authority in its sole discretion;
- (c) Authority's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified, or if Authority's duties, programs or responsibilities are modified or materially altered; or
- (d) There is a decision of any court, administrative law judge or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Authority's ability to fulfill any of its obligations under this Agreement.

- 11.4 Non-Exclusive Remedy. Authority's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to it, and Authority shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.
- 11.5 Effect of Termination. If this Agreement is terminated by Authority pursuant to Sections 11.1 or 11.2 herein, all finished or unfinished portions of the work prepared by or for Grantee under this Agreement shall, at the option of Authority, become Authority's property, and Grantee shall be entitled to receive reasonable compensation from the Certified Local Government Grant for work on the Project which, in the opinion of Authority, was satisfactorily completed. Grantee shall repay the portion of disbursed Grant Funds that Authority determines were received by Grantee without fulfillment of Grantee's obligations hereunder within thirty (30) days of Authority's written request. If this Agreement is terminated by Authority pursuant to Section 11.3 herein, disbursements shall be paid for approved, documented Project costs and expenses incurred by Grantee through the termination date, subject to legally available Grant Funds.

Article 12. General Terms and Provisions.

- 12.1 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
- 12.2 Choice of Law and Forum. This Agreement shall be governed in accordance with the laws of the State of Iowa and any action, including any proceeding of a quasi-judicial or judicial nature, relating to or arising out of this Agreement shall be brought in the Iowa District Court for Polk County or, should the aforementioned court lack jurisdiction, in the United States District Court for the Southern District of Iowa. Nothing in this Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to Authority or its agents, officers, employees, representatives, predecessors, successors, assigns, attorneys, agencies, divisions, departments, commissions, commissioners, boards, board members, and all other persons or entities acting on behalf of the State of Iowa.
- 12.3 Waivers and Consents. No waiver by Authority of any default hereunder, nor consent to any departure by Grantee from the provisions of this Agreement, shall in any event be effective unless the same shall be in writing and signed by Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, and shall not operate as a waiver or consent with respect to any other default or departure or the same default or departure on a future occasion.
- 12.4 Rights and Remedies. Unless otherwise specifically provided herein, the rights and remedies of any of the Parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Parties acknowledges that damages at law may be an

inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threat of breach of any provision of this Agreement.

- 12.5 **Limitation of Financial Obligation.** It is agreed by Grantee that Authority shall not, under any circumstances, be obligated financially under this Agreement except to disburse Grant Funds according to the terms of the Agreement.
- 12.6 **Enforcement Expenses.** Grantee shall pay upon demand any and all reasonable fees and expenses of Authority, including the fees and expenses of Authority's attorneys including, without limitation, the reasonable value of time of the Attorney General's Office, experts and agents, in connection with the enforcement of any of the rights of Authority under this Agreement.
- 12.7 **Obligations Beyond Term.** This Agreement shall remain in full force and effect to the Project End Date or until terminated pursuant to Article 11 herein. All obligations of Authority and Grantee incurred or existing under this Agreement as of the date of expiration or termination, including all representations, warranties and indemnifications contained herein, will survive the expiration or termination of this Agreement.
- 12.8 **Final Authority.** Authority shall have the final authority to assess whether Grantee has complied with the terms of this Agreement. The decision of Authority shall be final and binding on all issues concerning Grantee's compliance with this Agreement.
- 12.9 **Documents and Sources Incorporated by Reference.** The following are hereby incorporated by reference into this Agreement:
- Attachment A Scope of Work.
 - Attachment B Budget.
 - Secretary of the Interior's Standards for Archaeology and Historic Preservation.
 - State of Iowa Certified Local Government Grant Guidelines
 - CLG Grant Local Project Management Guide
- 12.10 **Order of Priority.** In the event of a conflict between documents comprising this Agreement, the following order of priority shall be applied:
- First: Articles 1 through 12 of this Agreement.
 Second: Attachment A Scope of Work.
 Third: Attachment B Budget.
 Fourth: Secretary of the Interior's Standards for Archaeology and Historic Preservation.
 Fifth: State of Iowa Certified Local Government Grant Guidelines
 Sixth: CLG Grant Local Project Management Guide

- 12.11 Independent Entity. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent/principal relationship between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.
- 12.12 Absence of Rights in Third Parties. No provision of this Agreement shall be construed in any manner so as to create any rights in persons or entities that are not a party to this Agreement. The provisions of this Agreement shall be interpreted solely to define specific duties and responsibilities between Grantee and Authority and shall not provide any basis for claims of any other person or entity.
- 12.13 Subcontracts. None of the work or services required under this Agreement shall be subcontracted by Grantee without prior written approval to subcontract by Authority.
- 12.14 Public Record and Copyright. Grantee acknowledges that all materials submitted to Authority, including its application, this Agreement, and its Final Report, are public record and subject to the Open Records Law in Iowa Code Chapter 22. Grantee retains any copyright to all submitted material but acknowledges Authority shall use any or all of the material to acknowledge or present the work of Authority or the Program.
- 12.15 Binding Effect. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Agreement.
- 12.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts shall together constitute one and the same instrument.
- 12.17 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:
- (a) Words importing the singular number include the plural number and words importing the plural number include the singular number;
 - (b) Headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement nor affect its meaning, construction, or effect;
 - (c) References in this Agreement to a particular "Section," "Article" or other subdivision shall be to such Section, Article or subdivision of this Agreement unless the context shall otherwise require;
 - (d) References in this Agreement to an "agreement" or "Agreement" shall include all amendments, modifications and supplements to such agreement or Agreement unless the context shall otherwise require; and

- (e) When references are made in this Agreement or any of the attachments hereto, it shall mean this Agreement, together with all attachments, as though one document.

12.18 Immunity and Limitation of Liability. Grantee acknowledges and agrees that the State of Iowa, Authority and all of their employees, agents, successors, and assigns, are immune from liability and suit for the activities of Grantee, or any subcontractor, involving third parties arising from the Agreement. Claims against Authority and the State of Iowa are handled according to the provisions in Iowa Code, Chapter 669, and Authority and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, nor is the State of Iowa or Authority obligated to establish any such fund during the term of this Agreement.

12.19 Notice. Any and all notices, consents, or any other communications provided for herein shall be given in writing by email, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier. Notices and other communications required or permitted to be given under this Agreement shall be deemed given and received upon the earlier of actual receipt or: when sent, if sent by email during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; personal delivery to the recipient; or, two (2) business days after deposit with an overnight courier or other reliable carrier. From time to time the Parties may change the name and address of a person designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Notices and other communications shall be addressed to each Party as follows:

If to Authority: Iowa Economic Development Authority
Iowa State Historic Preservation Office
Attn.: Certified Local Government Coordinator
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Historic.Preservation@IowaEDA.com

If to Grantee: City of Cedar Falls
Historic Preservation Commission
Attn: Jaydevisnh Atodaria
220 Clay St
Cedar Falls, Iowa 50613
jda@cedarfalls.com

12.20 Time is of the Essence. Time is of the essence with respect to Grantee's performance of its obligations under this Agreement.

12.21 Complete Integration. This Agreement contains the entire understanding between Grantee and Authority and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the Parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on which this Agreement is executed by the State Historic Preservation Officer for Authority.

[GRANTEE NAME]:

By: _____
Daniel Laudick

Date: _____

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By: _____
HEATHER GIBB, STATE HISTORIC PRESERVATION OFFICER

Date: _____

ATTACHMENT A

SCOPE OF WORK

A. WORK ELEMENTS

The purpose of this project is to complete a reconnaissance-level survey of potential historic resources in the Overman Park neighborhood.

This project will include preparing a reconnaissance survey report for the Overman Park neighborhood, which will:

Identify any potential individually eligible properties for the National Register.

Preliminarily determine the significance, extent, and period of significance of any potential historic district or districts.

Identify properties that may be contributing or non-contributing in a potential historic district.

Make recommendations for an intensive-level survey of any potential historic districts.

This project will be a team effort between Cedar Falls Historic Preservation Commission, City Staff, volunteers, and other local organizations. We will hire a consultant who meets the Secretary of the Interior's Professional Qualifications in the area of history or architectural history to plan for and complete a reconnaissance survey. They will train and advise the volunteers and will be the experts in identifying historical resources and potential historic districts.

This project will survey approximately 465 properties in the Overman Park Neighborhood. This project boundary covers an area that has not been surveyed previously and directly abuts the boundaries of the Downtown Historic District.

B. PRODUCTS

Authority will furnish the following:

- CLG Grant Project Director's Manual
- Forms for documentation of match

Grantee will produce and distribute the following grant products:

Following receipt of the Notice to Proceed (the "Notice") and executed Agreement, the Local Project Director will complete and submit a progress reporting form to Authority quarterly. The Local Project Director is encouraged to submit these quarterly reports electronically.

Tangible work products include:

The consultant will prepare both the draft and final survey report in two phases of the project. The report will include a summary of the project's objectives, methods, and activities; a discussion of the identified historic contexts; identification of properties that appear from the survey to have potential historic significance; and a list of prioritized recommendations for future intensive survey and evaluation, NRHP nominations and other activities related to future preservation efforts in the city. The document will be made available online. Following is a more detailed list of work products expected for the proposed project.

Tangible Work Products:

Draft Request for Proposals (RFP), subcontract, and a list of consultants (that meet the Secretary of the Interior's Professional Qualification Standards for history or architectural history) that will be sent to the State Historic Preservation Office.

Final Request for Proposals (RFP) and subcontract for distribution to consultants.

Signed and executed subcontract agreement with the selected consultant.

Quarterly reports of progress on the project.

Draft survey report containing the information found in a Multiple Property Document (MPD).

A completed Historic-Architectural database (HADB) encoding form, summarizing the project report if this project involves a standing structure submitted through ESHPO.

A digital copy of any typed Iowa Site Inventory forms, prepared for building, structure, object, or site (other than archaeological) recorded or updated during the project.

10-12 photographs documenting the project. These photographs will capture ongoing activities for the project by volunteers and consultant.

Digital photographs with a comprehensive photo log.

Topographical map (or maps) as required by the State Historic Preservation Office.

Final survey report and revised planning document.

A digital copy (pdf) of the final report submitted in ESHPO.

Project research design discussing project activities and methodology.

C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION

Upon receipt of the Notice and the execution of the Agreement, Grantee may begin work on the Project. Grantee is expected to begin work on the Project within twenty (20) days of receiving the Notice and the copy of the Agreement. The Agreement will end on or before 08-29-2025. All work performed under the Agreement will be completed by the last day of the month prior to the

contract end date (e.g. by June 30 for a Contract that ends on July 1), and the final bill must be submitted with the Final Report by 09-30-2025. Early completion of Agreement activities and submission of Agreement products is encouraged.

Tentative Schedule:

The proposed project is to be completed in two phases. Phase 1 of the project will be a working phase including sending out an RFP, selecting a consultant for the project, a project kick-off meeting, and completing project research. Phase 2 of the project will be more of compiling the research work, finalizing the survey report, presenting findings to the community submitting the final survey, and closing out all grant items. See below the detailed schedule for more reference:

2024 (Phase 1)

June 17, 2024 – Cedar Falls City Council approves grant agreement

July - Submit draft Request for Proposals (RFP) for consultant services to SHPO for review and approval.

July - Send out RFP

August - Receive Proposals from Consultant

August - Selection committee reviews the proposal and selects a preferred consultant.

August - Submit draft contract to SHPO for review and approval

September- Council Contract approval, the selected consultant is notified, and copies of the executed contract are sent to SHPO

September - Send out info postcards to all property owners within the project boundary.

September - Sign up for UNI students to complete Field Experience through survey (4 needed).

September-Host a pre-project community meeting/project kick-off meeting.

September/October - Coordinate volunteers and assign duties. Host a training session for volunteers.

October 2024– January 2025 - Fieldwork/photography, property research and research history of the Overman Park Neighborhood

2025 (Phase 2)

February – April – Compile research findings into draft survey report.

April – Draft survey report submitted to SHPO for review.

May – Finalize survey report. Send postcards to property owners for a final public meeting.

June – Present findings from the survey to the community.

July – Submit final survey to SHPO and all close out grant items to SHPO.

August 30, 2025 – End date of Agreement.

D. REIMBURSEMENT SCHEDULE

Payments by Authority shall be made upon receipt of the Payment Request Form and supporting documentation, including billing invoices from Grantee that relate expenses being billed to budgeted expenses identified in Attachment B Budget. Each payment request will be audited by Authority to ensure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement. Claims must be submitted through the platform designated by the Authority, currently SlideRoom, but subject to change.

The following payment schedule will be used:

Approval of draft products: Up to 70% of grant

Approval of all products: Remaining balance of the grant

Adjustments between budget categories are permissible following written consent by Authority pursuant to Section 12.3 of the Agreement.

E. COORDINATION

This Project will be managed by Grantee in cooperation with Authority. Grantee will be represented by a Project Director, and Authority will be represented by its Project Manager, Allison Archambo, State Historic Preservation Office, Iowa Economic Development Authority, 1963 Bell Avenue Suite 200, Des Moines, Iowa 50315 at (515) 348-6287 or Allison.Archambo@iowaeda.com.

Grantee's Project Director will maintain continuous coordination with Authority's Project Manager, during the Contract.

ATTACHMENT B
BUDGET

Grant Request: \$10,500
Total Cash Match: \$2,860
Total In-Kind Match: \$ 4,190
Total Project Budget: \$17,550

RESOLUTION NO.

**RESOLUTION APPROVING AND ACCEPTING FOUR WARRANTY DEEDS
IN CONJUNCTION WITH THE NORTH CEDAR HEIGHTS AREA
RECONSTRUCTION PROJECT**

WHEREAS, City Staff has recommended to the City Council of the City of Cedar Falls, Iowa, that four Warranty Deeds, from David & Michele Panicucci, Nina M. Hamer, The Estate of John F. Maughan, and William A. & Susan E. Grover, in conjunction with the North Cedar Heights Area Reconstruction Project, Project No. RC-092-3271, Parcels 212, 217, 223, and 224, be approved and accepted, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deeds.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Warranty Deeds, are hereby approved and accepted.

ADOPTED this 17th day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

WARRANTY DEED
(Several Grantors)
Recorder's Cover Sheet

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

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors:
David Panicucci and Michele Panicucci, joint tenants

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, David Panicucci and Michele Panicucci, joint tenants with full rights of survivorship and not as tenants in common, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached.

Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

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

This Deed is **exempt** pursuant to Iowa Code § 428A.2(21)

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5/24/2024

[Signature]
David Panicucci, Grantor

[Signature]
Michele Panicucci, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 24th by David Panicucci and Michele Panicucci, joint tenants.

[Signature]
Signature of Notary Public



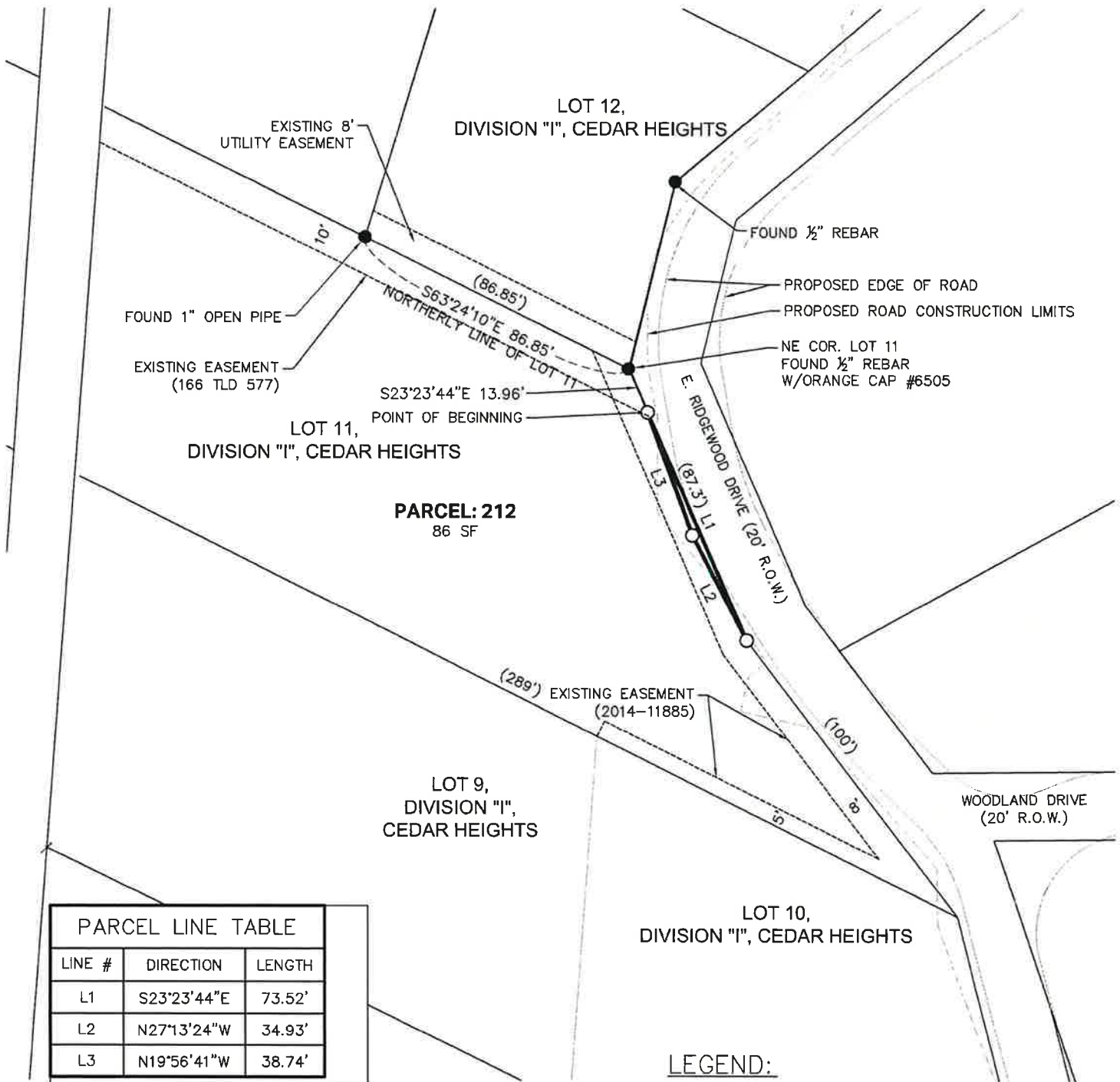
INDEX LEGEND	
LOCATION:	PART OF LOT 11, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID PANICUCCI & MICHELE PANICUCCI
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: DAVID PANICUCCI & MICHELE PANICUCCI
1605 E RIDGEWOOD DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-004

PROJECT PARCEL : 212
NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	S23°23'44"E	73.52'
L2	N27°13'24"W	34.93'
L3	N19°56'41"W	38.74'

LICENSED LAND SURVEYOR
AARON L. MUELLER
21428
IOWA

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

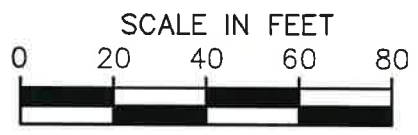
[Signature] **FEBRUARY 26, 2024**
AARON L. MUELLER Date

License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

S 63°24'10" E 86.85'
(86.85')

- LEGEND:**
- PARCEL OR LOT CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - MEASURED DIMENSION
 - - - RECORD DIMENSION

REFERENCE DOCUMENTS
2020-007152



ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: DAVID PANICUCCI & MICHELE PANICUCCI
1605 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-004

PROJECT PARCEL: 212

DESCRIPTION:

PART OF LOT 11, DIVISION "I", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 23°23'44" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 13.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°23'44" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 73.52 FEET; THENCE NORTH 27°13'24" WEST, 34.93 FEET; THENCE NORTH 19°56'41" WEST, 38.74 FEET TO THE POINT OF BEGINNING.

THIS RIGHT-OF-WAY ACQUISITION CONTAINS 86 SQUARE FEET,

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SAID LOT 11 BEARING SOUTH 63°24'10" EAST,

**WARRANTY DEED
Recorder's Cover Sheet**

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

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors: Nina M. Hamer

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Nina M. Hamer, a single person, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Right-of-Way Acquisition Plat and Legal Description

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

This Deed is exempt pursuant to Iowa Code § 428A.2(21).

Grantor does Hereby Covenant with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5/23/2024

[Signature]
Nina M. Hamer, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 23 2024 by Nina M. Hamer, a single person.



[Signature]
Signature of Notary Public

INDEX LEGEND	
LOCATION:	PART OF LOT 6, & PART OF LOT 8 CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	NINA M HAMER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

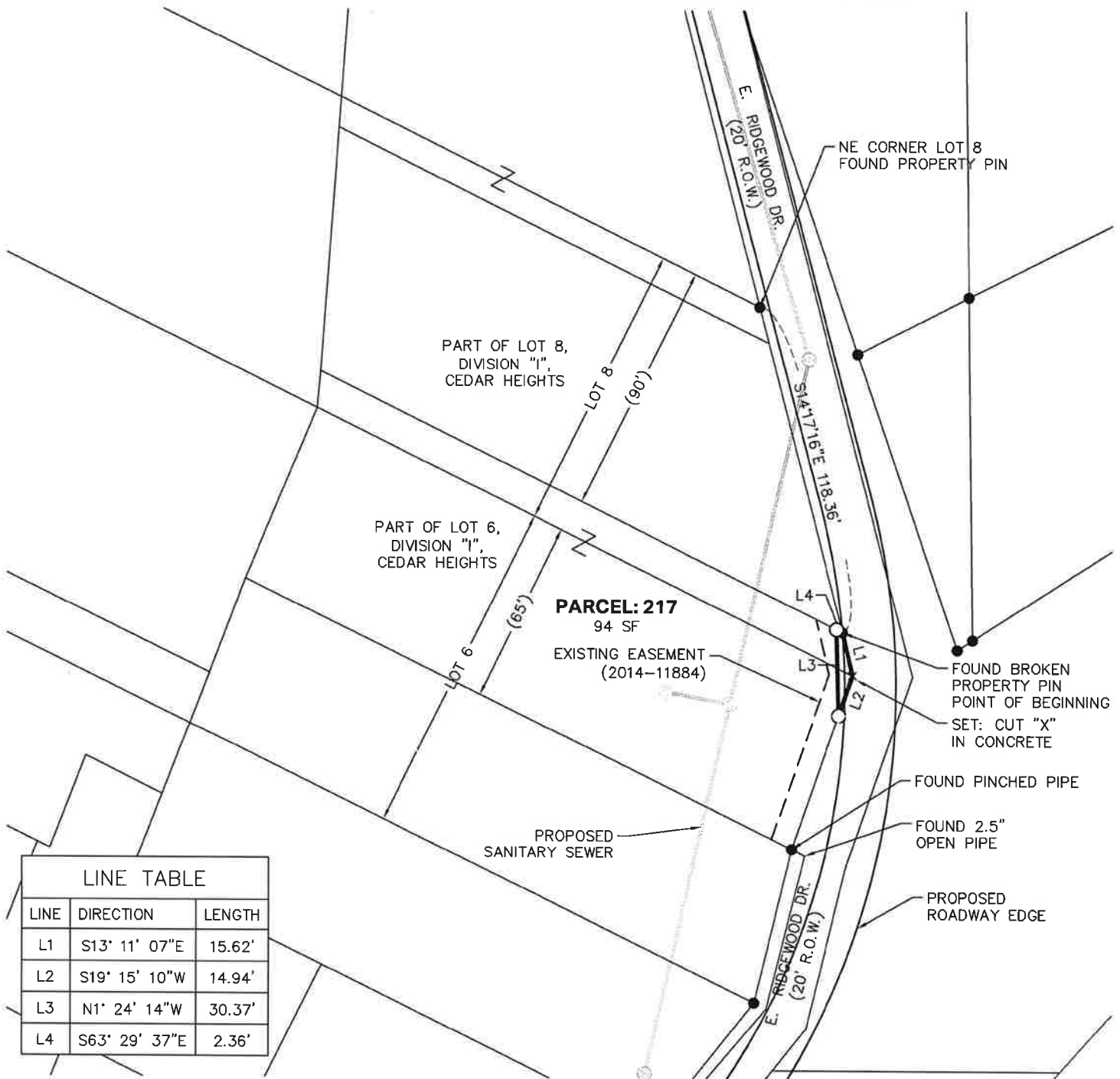
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: NINA M HAMER
1703 E RIDGEWOOD DR.
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL : 217

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S13° 11' 07"E	15.62'
L2	S19° 15' 10"W	14.94'
L3	N1° 24' 14"W	30.37'
L4	S63° 29' 37"E	2.36'



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

Aaron L. Mueller March 1, 2024
Date

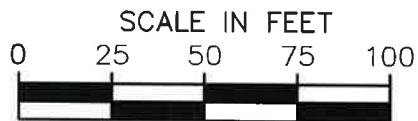
AARON L. MUELLER License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 14°17'16" E 118.36'
(65')

REFERENCE DOCUMENTS
2005-09814
2009-015017



1"=50'



**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: NINA M. HAMER
1703 E. RIDGEWOOD DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL: 217

DESCRIPTION:

PART OF LOT 6 AND LOT 8, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 118.36 FEET TO THE NORTHEAST CORNER OF A PROPERTY DESCRIBED IN DOC. #2009-015017, THE POINT OF BEGINNING; THENCE SOUTH 13°11'07" EAST ALONG SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 15.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 19°15'10" WEST ALONG SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 14.94 FEET; THENCE NORTH 01°24'14" WEST, 30.37 FEET TO THE NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE SOUTH 63°29'37" EAST ALONG SAID NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017, 2.36 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 94 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE ALONG SAID LOT 8 BEARING SOUTH 14°17'16" EAST.

**COURT OFFICER DEED
Recorder's Cover Sheet**

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

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

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

Grantors: The Estate of John F. Maughan, Deceased

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



COURT OFFICER DEED

IN THE MATTER OF

The Estate of John F. Maughan, now pending in the Iowa District Court in and for Black Hawk County, Case No. 01071 ESPR064114

Pursuant to the authority and power vested in the undersigned, and in consideration of One Dollar(s) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby Convey(s) to City of Cedar Falls, Iowa, all right, title and interest of the undersigned, as Co-Executors of the Estate of John F. Maughan, in the following described real estate in Black Hawk County, Iowa:

See Right of Way Acquisition Plat and Legal Description Attached

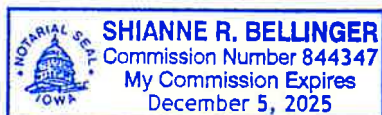
Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neutral gender, according to the context.

Dated: 5/30/24

Handwritten signatures of Laura J. Bowden and Linda J. Maughan, as Co-Executors.

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on May 30th, 2024, by Laura J. Bowden as Co-Executor of The Estate of John F. Maughan, Deceased.



Signature of Notary Public (Shianne R. Bellinger)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on May 30th, 2024, by Linda J. Maughan as Co-Executor of The Estate of John F. Maughan, Deceased.



Signature of Notary Public (Shianne R. Bellinger)

INDEX LEGEND	
LOCATION:	ALL LOT 3 CEDAR HEIGHTS DIV "K", & VAC STREET B 210 P 700
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	THE ESTATE OF JOHN F. MAUGHAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

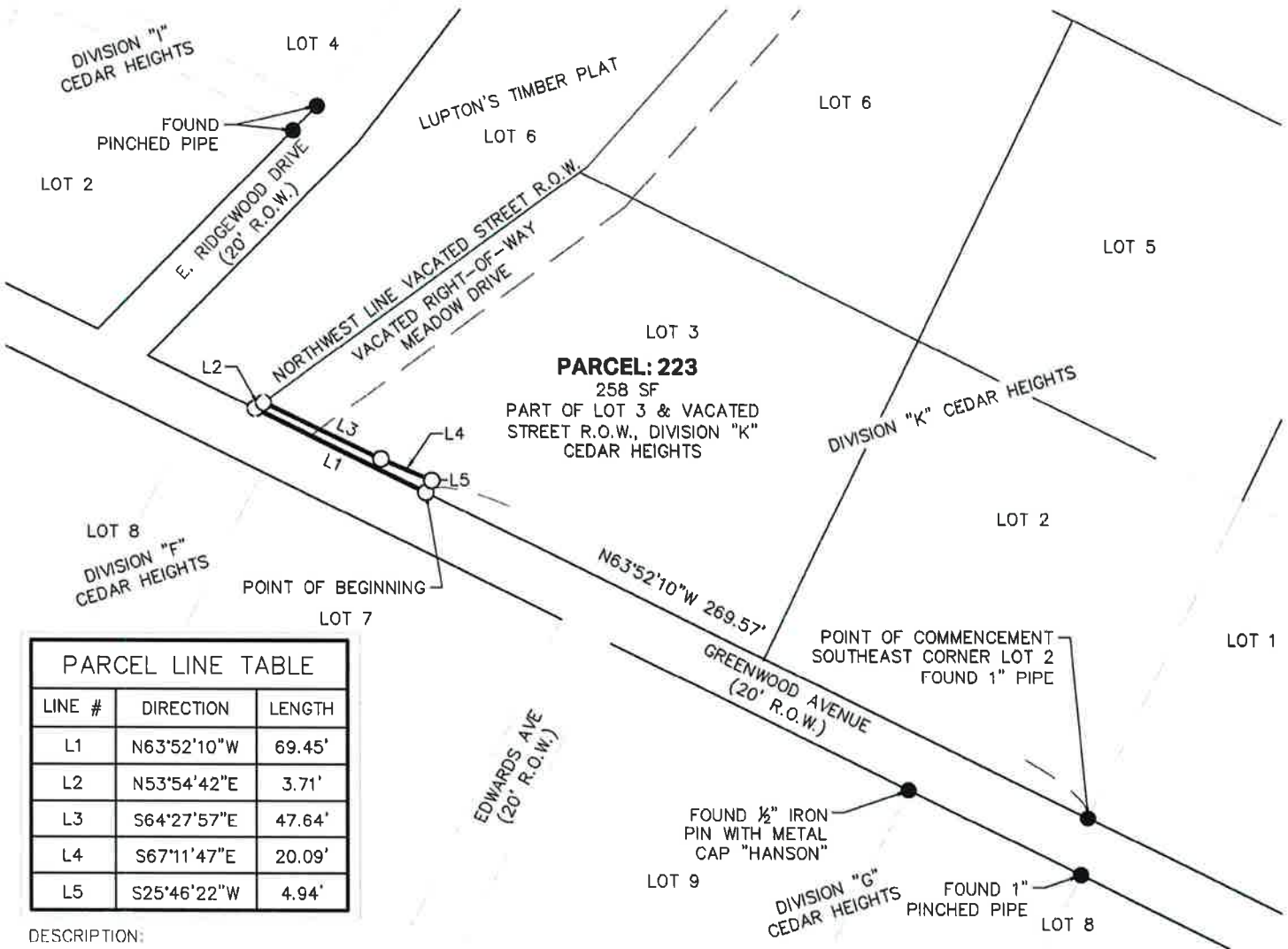
RIGHT OF WAY ACQUISITION PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: THE ESTATE OF JOHN F. MAUGHAN
2410 GREENWOOD AVE.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-279-008

PROJECT PARCEL : 223

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N63°52'10"W	69.45'
L2	N53°54'42"E	3.71'
L3	S64°27'57"E	47.64'
L4	S67°11'47"E	20.09'
L5	S25°46'22"W	4.94'

DESCRIPTION:

PARTS OF LOT 3 AND VACATED MEADOWS DRIVE RIGHT-OF-WAY OF DIVISION "K" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN CEDAR HEIGHTS SUBDIVISION "K", THENCE NORTH 63°52'10" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 269.57 FEET TO POINT OF BEGINNING; THENCE NORTH 63°52'10" WEST CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 69.45 FEET TO THE SOUTHWEST CORNER OF SAID VACATED MEADOWS DRIVE RIGHT-OF-WAY; THENCE NORTH 53°54'42" EAST ALONG THE NORTHWESTERLY LINE OF SAID VACATED MEADOWS DRIVE RIGHT-OF-WAY, 3.71 FEET; THENCE SOUTH 64°27'57" EAST, 47.64 FEET; THENCE SOUTH 67°11'47" EAST, 20.09 FEET; THENCE SOUTH 25°46'22" WEST, 4.94 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 258 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE BEARING NORTH 63°52'10" WEST.

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

Aaron L. Mueller MAY 22, 2024

AARON L. MUELLER Date

License number 21428

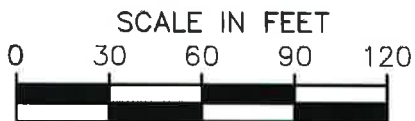
My license renewal date is December 31, 2024

Pages or sheets covered by this seal: SHEET 1 OF 1

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' (59.6') MEASURED DIMENSION
- RECORD DIMENSION

REFERENCE DOCUMENTS
2023-009416
2005-23399 EASEMENT



1"=60'



CTRL #

C O Y Y Y Y M M # # # #



Item 38.

REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY) 0 5 2 8 2 0 2 4

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: The Estate of John F. Maughan, Deceased Phone Number: 319-240-3930

Seller Address: 2304 Coventry Lane City: Cedar Falls

State: Iowa ZIP: 50613 email:

Buyer: City of Cedar Falls, Iowa Phone Number: (319) 273-8600

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email:

Address of Property Conveyed: 2410 Greenwood Avenue

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: See attached

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

1. Total Amount Paid..... 1,290.00

2. Amount Paid for Personal Property00

3. Amount Paid for Real Property 1,290.00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Laura Bowden, Co-Executor Phone Number: 319-240-3930

Signature: [Signature] Buyer or Seller X or Agent or Attorney

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township: _____

Occupancy: _____

Primary Parcel Number: _____

Year Built: _____

Class	Land	Building	Dwelling
Res	.00	.00	.00
Com	.00	.00	
Ind	.00	.00	
Ag	.00	.00	.00
MultiRes	.00	.00	.00

Subtotal00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5);

Industrial (2);

Multi-residential (7)

City/Township: _____

Occupancy: _____

Primary Parcel Number: _____

Year Built: _____

Class	Land	Building	Dwelling
Com	.00	.00	
Ind	.00	.00	
MultiRes	.00	.00	.00

Subtotal00

Total: Add Subtotal amounts from Sections A and B00

Enter amount from line 3, page 100

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC _____

Jurisdiction _____

Comments: _____

Addendum 1

Legal Description of Property Conveyed:

PARTS OF LOT 3 AND VACATED MEADOW DRIVE RIGHT-OF-WAY OF DIVISION "K" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN CEDAR HEIGHTS SUBDIVISION "K", THENCE NORTH 63'52'10" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 269.57 FEET TO POINT OF BEGINNING; THENCE NORTH 63'52'10" WEST CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 69.45 FEET TO THE SOUTHWEST CORNER OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY; THENCE NORTH 53-54-42" EAST ALONG THE NORTHWESTERLY LINE OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY, 3. 71 FEET; THENCE SOUTH 64"27'57" EAST, 47.64 FEET; THENCE SOUTH 67'11'47" EAST, 20.09 FEET; THENCE SOUTH 25'46'22" WEST, 4.94 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE BEARING NORTH 63'52'10" WEST.

WARRANTY DEED
(Several Grantors)
Recorder's Cover Sheet

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

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

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

Grantors: Susan E. Grover and William A. Grover, wife and husband

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Susan E. Grover and William A. Grover, wife and husband, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Legal Description and Right-of-Way Acquisition Plat

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

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5/28/24

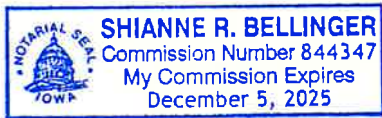
Susan E. Grover
Susan E. Grover, Grantor

William A. Grover
William A. Grover, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on May 28th, 2024 by Susan E. Grover and William A. Grover, wife and husband.

Shianne R. Bellinger
Signature of Notary Public



INDEX LEGEND	
LOCATION:	PART OF LOTS 7 & 8, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	WILLIAM A & SUSAN E GROVER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

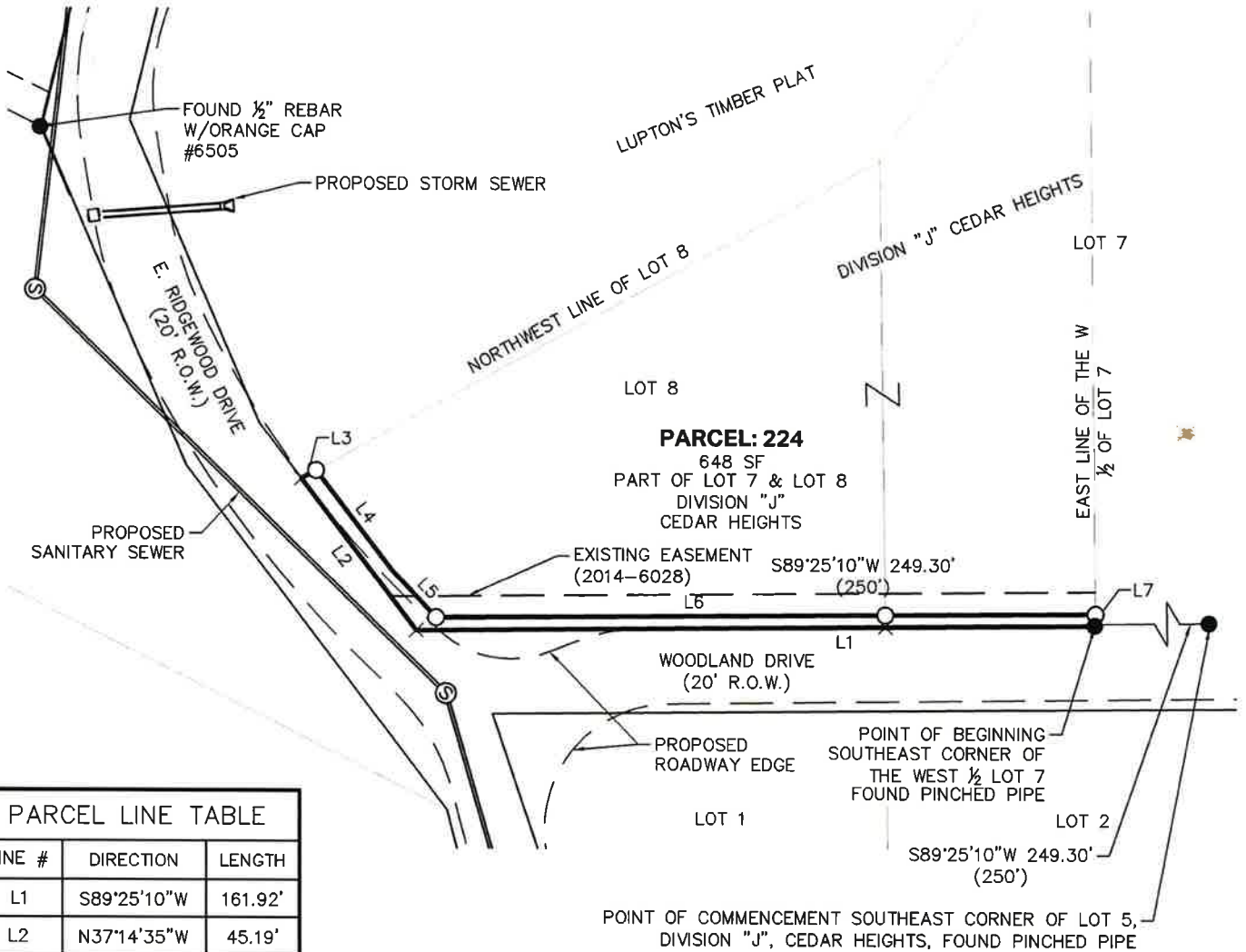
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: WILLIAM A & SUSAN E GROVER
2408 WOODLAND DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-015

PROJECT PARCEL : 224

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

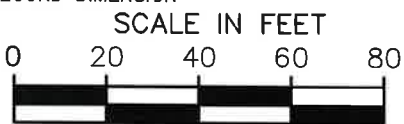


LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	161.92'
L2	N37°14'35"W	45.19'
L3	N61°10'54"E	4.00'
L4	S37°17'58"E	29.84'
L5	S43°18'11"E	15.29'
L6	N89°30'53"E	157.17'
L7	S0°30'19"E	2.73'

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- × SET CUT "X"
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 89°25'10" W 249.30' (250') MEASURED DIMENSION
- RECORD DIMENSION

REFERENCE DOCUMENTS
2007-014470



	I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.
	MARCH 11, 2024 Aaron L. Mueller Date
	License number 21428 My license renewal date is December 31, 2024
	Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2



RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: SUSAN E. GROVER & WILLIAM A. GROVER
2408 WOODLAND DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-015

PROJECT PARCEL: 224

DESCRIPTION:

PART OF LOT 7 AND PART OF LOT 8, DIVISION "J", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, DIVISION "J", CEDAR HEIGHTS; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 249.30 FEET (RECORD 250') TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 7 OF CEDAR HEIGHTS SUBDIVISION "J", THE POINT OF BEGINNING, THENCE SOUTH 89°25'10" WEST ALONG THE SOUTH LINE OF SAID LOTS 7 AND 8, 161.92 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 37°14'35" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF E. RIDGEWOOD DRIVE, 45.19 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 61°10'54" EAST ALONG SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE SOUTH 37°17'58" EAST, 29.84 FEET; THENCE SOUTH 43°18'11" EAST, 15.29 FEET; THENCE NORTH 89°30'53" EAST, 157.17 FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7; THENCE SOUTH 00°30'19" EAST ALONG SAID EAST LINE, 2.73 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 648 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: _____ Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
Ag	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: _____ Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	
Ind	<input type="text"/> .00	<input type="text"/> .00	
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal00

Total: Add Subtotal amounts from Sections A and B00

Enter amount from line 3, page 100

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments: _____

Addendum 1

PART OF LOT 7 AND PART OF LOT 8, DIVISION "J", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, DIVISION "J", CEDAR HEIGHTS;
THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 249.30 FEET (RECORD 250') TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 7 OF CEDAR HEIGHTS SUBDIVISION "J", THE POINT OF BEGINNING, THENCE SOUTH 89°25'10" WEST ALONG THE SOUTH LINE OF SAID LOTS 7 AND 8, 161.92 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 37°14'35" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF E. RIDGEWOOD DRIVE, 45.19 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 61°10'54" EAST ALONG SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE SOUTH 37°17'58" EAST, 29.84 FEET; THENCE SOUTH 43°18'11" EAST, 15.29 FEET; THENCE NORTH 59°30'53" EAST, 157.17 FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7; THENCE SOUTH 00°30'19" EAST ALONG SAID EAST LINE, 2.73 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Chase Schrage, Director of Public Works

DATE: June 5, 2024

SUBJECT: Professional Services Agreement
Highway 57 & Union Road Improvements
Project No. RC-408-3341

Please find attached the Professional Services Agreement with Foth Infrastructure and Environmental, LLC (Foth) which outlines the scope of services and costs for the Highway 57 & Union Road Improvements project.

This project is for design of the intersection improvements for Highway 57 (West 1st Street) & Union Road. The project entails a single lane roundabout and associated pavement replacement. The enclosed agreement with Foth provides for the design and right-of-way acquisition services of the roadway reconstruction. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$367,529.

This project is currently programmed in the CIP for FY 2025-2026 by utilizing funds that include street construction fund, local option sales tax, and federal/state funds. The project is anticipated to have a construction letting in 2025 with work beginning as early as 2026.

The Public Works Department requests your consideration and approval of this Professional Service Agreement with Foth for the Highway 57 & Union Road Improvements.

If you have any questions or comments feel free to contact me.

xc: David Wicke, City Engineer



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

IA 57 and Union Road Improvements Cedar Falls, Iowa City Project Number: RC-408-3341

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, Iowa 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of three hundred sixty-seven thousand five hundred twenty-nine dollars (\$367,529).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall

CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the

payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: _____

Printed Name: Aaron Moniza _____

Title: _____

Title: Senior Client Manager _____

Date: _____

Date: 6/5/24 _____



Carrie L. Voskuil (SD)
Senior Contracts Manager
06/05/2024

Exhibit A

IA 57 and Union Road Improvements Cedar Falls, Iowa City Project Number RC-408-3341

SCOPE OF SERVICES

This document outlines the scope of services specific for the IA 57 (W. First Street) and Union Road Intersection Improvements Project. The term “CONSULTANT” as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls, Iowa, hereinafter referred to as “CLIENT”.

A. Project Description

Project will include the reconstruction of the intersection of IA 57 (W. First Street) and Union Road.

B. General Scope of Work

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following tasks:

- Project/Contract Management
- Project Coordination
- Survey and Data Collection
- Preliminary Design
- Design Phase Services
- Bidding Phase Services

The project consists of conceptual development, public involvement, preliminary design, final design, right-of-way acquisition, and bidding period services. The Iowa DOT will perform construction inspection.

Project Assumptions:

- Joint project between the City of Cedar Falls and the Iowa DOT per agreement No. 2024-P-092.
- Project utilizing federal-aid funds from Iowa District 2 Highway Safety Improvement Program (HSIP) and City of Cedar Falls funds.
- Project contract to be let through Iowa DOT.
- Project will follow Iowa DOT Federal-aid Project Development process.
- Proposed improvements shall be designed using Iowa DOT Design Manual, Standards, and Specifications.

- Roundabout will be constructed at intersection.
- Iowa DOT will obtain environmental clearances.
- Traffic will be detoured during construction.
- Sanitary sewer is not expected to be encountered on this project.
- Cedar Falls Utilities (CFU) will do circuitry design for lighting.

Design Services

Project Management/Administration

General Project Management

The project manager for the Consultant will be responsible for the development and tracking of the scope of services, maintaining coordination with the Client, monthly progress reporting, interoffice memoranda, and project invoicing. This includes subconsultant management, scheduling of staff, and progress review. The Consultant shall identify, schedule, and assign all project tasks, and coordinate all team members associated with the project.

Quality Assurance/Quality Control Plan

The Consultant shall develop a Quality Assurance/Quality Control Plan, and designate staff responsibility for implementation of the Plan, and perform ongoing review of the design plan preparation process for completeness and quality to minimize design errors/omissions and construction conflicts.

Project Coordination

Design Development Meetings

The Consultant will maintain communications with the Client to review progress and discuss specific elements of the project design and receive direction from the Client. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall document and distribute minutes for all meetings. The meetings will include members of City staff and the Iowa DOT.

The following meetings are included with the scope of work:

- Project Kickoff and Scoping Meeting (1 meeting)
- 30% Preliminary Design (1 meeting)
- 60% Preliminary Design Review Meeting (1 meeting)
- 90% Check Design (1 meeting)

In addition to the four (4) meetings described above, the Consultant shall schedule monthly conference calls to discuss progress schedule.

Utility Coordination Meetings

The Consultant shall utilize the Iowa One Call Design Request System to complete the Design Information Request (DIR) to determine which utility

companies exist in the project limits. The Consultant shall contact the owners/operators of the underground utility facilities within the project limits to obtain information on the facilities and request mapping information. The Consultant shall convert the DIR to a Design Locate Request (DLR) to establish coordinates and elevations (if possible) for utilities that are within the project limits as part of the utility field survey.

As described in the Utility Survey section, the Consultant shall field locate visible valves, utility accesses, and design field locates within the project limits to accurately account for adjustment and/or replacement. Underground utilities shall be incorporated into the project following the utility survey. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, storm sewer, and in-pavement traffic control equipment (including power poles, pedestals, valves and manholes). After the utilities have been located, a map shall be shared with the pertinent utility companies to confirm the facility locations.

The Consultant shall contact and coordinate with utilities located on or near the roadway, per Iowa Department of Transportation's (DOT) Instructional Memorandum "Utility Accommodation and Coordination". Consultant shall coordinate with each utility that may need to relocate, or be accommodated, to develop mitigation or relocation schedule and shall include known utilities on construction drawings as appropriate. In addition to the four (4) design development meetings with City and Iowa DOT staff, the Consultant shall meet with utilities to advise the nature and extent of the proposed improvements and any potential conflicts encountered during various points of the design phase. Three (3) review meetings with each utility are anticipated and shall be scheduled at the following design milestones:

- 60% Preliminary Design (1 meeting)
- 90% Check Design (1 meeting)
- Utility Relocation Plan Review (1 meeting)

The Consultant shall distribute Final Plans to all impacted utilities and shall keep a record of all communications and correspondence with each utility company.

Individual Property Owner Meetings

Due to the nature of the project, which includes, but is not limited to, impacts to driveways, trees, shrubs, and landscaping elements on both public and private land, it is likely there will be a need to meet one-on-one with some affected property owners outside of public information meetings. The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition phases of the project. On-site meetings, phone, email or a combination of

communication methods will be conducted. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultant will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. For planning purposes, it is assumed a total of two (2) meetings with individual property owners.

Individual Parcel Exhibits

The Consultant will prepare individual colored parcel impact exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

Public Information Meetings

The Consultant will conduct two (2) public informational meetings. These meetings will be held in an open house format, with a short presentation on the project and then time for questions and input. Scope includes two (2) attendees from Consultant for each meeting, assuming each open house is 1.5 hours in length. This task includes preparation of the public notification letter, display materials and hand out information for the meeting.

Meeting #1: Present Preliminary Design

Meeting #2: Discuss Access, Staging and Construction Schedule

The purpose of the meeting 1 will be to provide a brief overview of the improvements to the adjacent property owners and stakeholders, discuss the plan for improvements, and gather information on concerns, specific issues and priorities of the adjacent property owners and other affected parties.

Meeting 2 will focus on the presentation of the staging concept and final design elements and provide a general update on schedule and what to expect during construction.

The reserving of the meeting facility and a public notification will be completed by the Client.

Periodic Meetings with Local Elected Officials

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with Council Work Sessions or as determined by the Client. For estimating purposes, it is assumed that the Consultant will attend two (2) meetings.

Iowa DOT Roundabout Design Review Coordination

The Consultant shall coordinate with the Iowa DOT Complementary Roundabout Design Review consultant. This task includes email and phone communications with the Iowa DOT consultant as well as two (2) meetings with City and Iowa DOT staff to discuss any comments.

Design Surveys

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Topographic survey shall include the following:

- Full width of the public right-of-way.
- Private properties as determined by the Consultant.
- Driveway elevations where rehabilitation presents elevation concerns.
- Gutter and/or roadway profiles as necessary for drainage concerns or ultimate roadway profile condition needs.
- Sidewalk ramps and landings within the public right-of-way.
- Fences, signs, buildings, retaining walls, etc.
- Vegetation 4" diameter and larger. Survey notes shall include tree diameter, canopy spread, and species.
- Utility appurtenances likely to be impacted by the project.
- Sanitary and storm sewer above ground structures and invert elevations

Utility Survey

The Consultant shall complete a Design Information Request (DIR) and Design Locate Request (DLR) through the Iowa One Call Design Request System and establish coordinates and elevations (if possible) for utilities that are within the project limits. Utilities include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer mains, storm sewer, and in-pavement traffic control equipment. The Consultant shall incorporate field collected utility data into the project base map and identify the appropriate survey quality as Level "A", Level "B", Level "C" or Level "D" per CI/ASCE 38-02.

Right-of-Way Survey

The Consultant will perform right-of-way surveys as required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats and temporary easement exhibits are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Preparation of Legal Descriptions and Temporary Easement Exhibits

The Consultant will prepare legal descriptions and parcel exhibits for permanent acquisition and temporary easements to be acquired for the

project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats: 4
- Temporary Construction Easements = 8

The following was used to calculate costs per plat included in the agreement and for any additional plats added at the request of the Client. Consultant will only bill for plats prepared.

Permanent (Fee-Title) Right-of-Way Acquisition Plats = \$650 per plat
Temporary Construction Easement = \$400 per plat

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be metes & bounds descriptions for both permanent and temporary construction acquisitions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. For permanent acquisitions, the Consultant will stake the acquisition area at the request of the Client in support of the negotiation process.

Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

Soil Borings

The Consultant will survey soil boring locations.

Public Notice of Project

The Consultant will prepare a project notice door hanger for property owners directly adjacent to the project. This door hanger will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the door hanger.

Geotechnical Services

Geotechnical Exploration & Analysis (Terracon)

The Consultant will retain the services of a sub-contractor to complete geotechnical exploration along the project corridor. These services will be in general accordance with the standard specifications for subsurface

investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. Complete soil borings for pavement design and/or subsurface treatment design.

- Roadway borings: 2 borings (10' depth)

The purposes of the borings include determination of existing soil conditions, settlement recommendations for new roadway alignment, moisture contents, groundwater levels, and engineering analysis. The borings will include all City/State required traffic control measures including coordination, permits and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the borings and meet City requirements.

This subsurface exploration will include laboratory testing, engineering analysis, pavement design and a written report.

The results of the field and laboratory programs will be evaluated by the sub-contractors professional geotechnical engineer licensed in the State of Iowa. Based on the results of the evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Earthwork construction
- Expansive soil design considerations, if applicable
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for use as structural fill
- Subsurface drainage recommendations
- Subgrade preparation recommendations for grade supported pavements
- Recommendations for Portland Cement Concrete pavement thicknesses

Environmental Services

Applicable services required for obtaining environmental clearances for the project will be performed by the Iowa DOT.

Functional Design (30% Plans)

Concept Statement

The Consultant shall prepare and submit an Iowa DOT Concept Statement for Local Public Agency Federal-Aid Projects consistent with I.M. 3.020.

Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, shoulder width, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear-zones. This task does not include pavement and subgrade design.

This task also includes identifying potential storm sewer, sanitary sewer, water main and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for storm sewer, water mains or sanitary sewers.

Develop Functional Roadway and Roundabout Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is turning design vehicle templates at the intersections. The functional roundabout geometrics will be developed based on proposed mainline lane configurations and modeling efforts using the appropriate software. Modeling will be done using existing traffic data from the Iowa DOT and City of Cedar Falls and as agreed upon by Client. Functional geometrics will also consider existing roadway alignments and profiles, design vehicles, environmental constraints and utilities. The Consultant will initiate coordination with the Iowa DOT's roundabout peer review team at this time.

DOT Roundabout Peer Review

Submit roundabout design, supporting documentation and coordinate with the Iowa DOT roundabout peer review team to conduct peer review of roundabout design and address any comments.

Develop Horizontal Alignments and Vertical Profiles

Utilizing functional geometrics and design survey, develop horizontal alignments and vertical profiles for the mainline and connecting roadways.

Functional Plan Preparation

Upon completion of the functional plans, the design plans will be approximately 30 percent complete. Functional plans shall be completed to

provide the Client the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The work to be performed by the Consultant under Functional Design will consist of the following tasks:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Functional Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Section to be used for the roadway improvements.
- Functional Plan & Profiles (D & E Sheets)
 - Develop geometric layouts and provide horizontal alignment information for the roundabout intersections.
- Functional Cross Sections (W Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Traffic Safety Improvement Program (TSIP) Grant

The Consultant will prepare a TSIP grant application for the Client to submit to the Iowa DOT for funding. The site-specific grant application will be submitted by the August 15, 2024 deadline.

Quality Control

Involve quality control input from the project team and the design engineer's senior technical staff throughout the function design development. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 30% plan set. Review functional design set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Field Review

A field review will be held with the project team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the preliminary and final design.

Budget Review

The Consultant will prepare a functional opinion of probable construction cost for the project and compare the cost to the Client's current Project budget. The Consultant will, if necessary, make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Cost estimates will be developed as part of the functional design and based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the functional cost estimate.

30% Design Review Meeting

A meeting shall be held with the Client and Iowa DOT to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

Preliminary Design (60% Plans)

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. Comments received from the Functional Design Phase plans will be implemented in the Preliminary Design Phase plans. The preliminary phase will include but not be limited to the following tasks:

Preliminary Storm Sewer Design

Develop storm sewer system vertical profiles and resolve potential conflicts with underground utilities and other design elements.

Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

Landscaping

Develop landscaping concept plan, associated renderings, and estimate of costs for roundabout landscaping, paving pattern and other features consistent with City and DOT requirements. Roundabout treatment concepts will borrow elements from prior work in the community. Revise concepts as necessary based on City and Iowa DOT review and input.

Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. Consultant shall provide the Client with the following deliverables:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Existing Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Preliminary Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Sections to be used for the proposed pavement replacement, including a preliminary determination of the pavement limits to where each Typical Section shall be applicable.
- Preliminary Roundabout Plan and Profiles (D & E Sheets)
 - Develop preliminary plan and profile sheets that shall show the existing topography along with the proposed improvements. Proposed roadway baseline/stationing, construction limits, storm sewer system, mapped existing utilities, existing buildings and driveways, property ownership, right-of-way and construction easement limits lines shall be shown. CADD work that is necessary to illustrate the preliminary design features for the proposed improvements shall be included.
- Preliminary Right-of-Way (H Sheets)
 - The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Traffic Control and Staging (J Sheets)
 - The Consultant shall develop a plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. The plan sheets shall include construction staging section and high-level plan exhibits.
- Preliminary Geometric, Staking and Jointing (L Sheets)
 - Develop proposed roundabout geometry details along with pavement transition locations.
- Preliminary Storm Drainage Systems (M Sheets)
 - Develop preliminary storm sewer layout, sizing, and profiles based on proposed improvements and existing drainage patterns. Resolve potential conflicts with underground utilities and other design elements.
- Roadway Lighting Plan (P Sheets)
 - This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the Iowa DOT, City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

- Preliminary Pavement Marking and Traffic Signing Sheets (PM Sheets)
 - This task includes development of pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures and layouts will be as per the requirements of the City and Manual on Uniform Traffic Control Devices (MUTCD).
- Preliminary Soils (Q Sheets)
 - Develop preliminary soils plan and profile sheets
- Preliminary Removal Plans (R Sheets)
 - This item consists of preliminary layout of the project removal plan.
- Preliminary Erosion Control (RR Sheets)
 - This item consists of preliminary design and layout of erosion control plan sheets required to construct the project.
- Preliminary Sidewalk Plans (S Sheets)
 - Develop preliminary curb ramp layout and accessible curb ramp design in accordance with Chapter 12 of Iowa DOT Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.
- Preliminary Cross Sections (W and X Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Budget Review

The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the Client's current Project budget. If necessary, the Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns.

Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs of major items will be developed for the preliminary cost estimate.

Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 60% plan set. Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

60% Design Review Meeting

A meeting shall be held with the Client and Iowa DOT to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design.

Check Plans (90% Plans)

Based upon approved preliminary design, field exam, and public informational meetings, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Final Construction Plans

The Consultant shall provide the Client with the following deliverables:

- Final Title Sheets (A Sheets)
 - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Existing Traffic Data.
- Final Typical Sections and Final Details (B Sheets)
 - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.
- Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets)
 - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.
- Final Roundabout Plan and Profiles (D and E Sheets)
 - This task consists of the development of final plan sheets that will show the existing topography along with the roadway improvements, including pedestrian facilities, access points, and final design and drafting of alignments, profiles and geometric layouts for the roundabout intersection.
- Final Detour, Temporary Pavement (F Sheets)
 - This item consists of final design and drafting of the detour and temporary pavement plans.
- Reference Ties and Bench Marks (G Sheets)
 - Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.
- Right-of-Way Sheets (H Sheets)

- Finalize Right-of-Way sheets showing the existing right-of-way and temporary easement information in relation the proposed centerline, control points and property ownership.
- Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)
 - This item consists of final design and drafting of the traffic control, staging, temporary pavement marking and traffic signing plans.
- Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)
 - This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas and intersection improvements.
- Final Landscaping Plans (LS Sheets)
- Final Design of Storm Drainage Systems (M Sheets)
 - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.
- Roadway Lighting Plans (P Sheets)
 - This task consists of selection of lighting poles and fixture types, design and drawing preparation of a final layout and photometric analysis. This task does not include any electrical circuit design. The Consultant will work closely with the City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.
- Final Pavement Marking and Traffic Signing Sheets (PM Sheets)
 - Develop final pavement marking and traffic signing plans to be placed into service following construction.
- Soils (Q Sheets)
 - Develop final soils plan and profile sheets
- Final Removal Plans (R Sheets)
 - This item consists of final layout of the project removal plan.
- Final Erosion Control Plan (RR, RU Sheets)
 - This task consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration types.
- Accessible Curb Ramp Design (S Sheets)
 - Develop final curb ramp layout in accordance with applicable Iowa DOT Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.
- Final Earthwork Quantities (T Sheets)
 - This task consists of final calculation of the earthwork quantities and tabulations.
- Final Construction Details (U Sheets)

- This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, special storm water management details not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.
- Final Design Cross-Sections (W Sheets)
 - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, and other pertinent information.

Project Permitting

The Consultant will assist the Client in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary.

The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Section, Construction Permit Application
- IDNR Wastewater Disposal System, Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Client. The Consultant shall provide technical criteria, written descriptions and design data for the Client's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Special Provisions Development

The Consultant will prepare special provision specifications for the project and submit with 90% Plans.

Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the Client in financing the Project.

Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and

ensuring that critical issues are discussed and resolved prior to submittal of the check plan set.

Final Design (Bid Documents)

After Client and Iowa DOT review of the 90% Preliminary Design Plans and upon authorization from the Client, the Consultant shall proceed with the development of Final Plans for the project. Upon completion, the design plans shall be 100% complete. Consultant will coordinate and manage the final project development submittals to the Client for the project. The work tasks to be performed or coordinated by the Consultant will include the following:

Incorporate Client Comments from Check Plan Submittal
The Consultant shall respond to comments resulting from the Check Plan Review. Recommended modifications shall be incorporated into the final plan set.

Final Special Provisions
The Consultant shall submit final special provisions incorporating any comments resulting from the Check Plan Review.

Final Plan Submittal
The Consultant shall submit the Final Plans package via the DOT's TPMS system or via sending directly to Iowa DOT District 2 staff.

Opinion of Probable Construction Cost
Prepare opinion of probable construction cost for the project. Final cost opinion shall include all project elements.

Bidding Phase Services

The project will be let through the Iowa DOT. The work tasks to be performed or coordinated by the Consultant during the Bid Phase Services are based upon one bid letting and shall include the following:

Plan Clarification and Addenda
The Consultant shall assist the Client and Iowa DOT during the bid periods in answering questions regarding the design intent. The Consultant shall address questions presented by the Client and Iowa DOT and prepare addenda as required for distribution by the Iowa DOT.

Attend Pre-Construction Conference
The Consultant shall attend the pre-construction conference with the Contractor, City, utility companies, affected entities, and all interested parties to review the contract requirements, details of construction, utility conflicts,

and work schedule. The Iowa DOT/Client shall conduct the meeting and prepare and distribute meeting minutes.

Real Estate Services (JCG Land Services, Inc.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the Client. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition. The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

Record of Property Ownership and Liens Certificates.

Based on the final design of the facility or public improvement project, JCG will identify those parcels that are expected to be acquired in fee or encumbered by an easement to identify current ownership. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired.

Public Hearing

If applicable, the Client will mail the Notice of Public Hearing and a Statement of Property Owner's Rights to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing; and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. Upon request, JCG will participate in the Public Hearing to explain the acquisition process.

Compensation Valuation.

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated, estimated to exceed \$10,000 and an appraisal is

requested by the landowner, or estimated to exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products. JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The Acquiring Authority shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel.

Acquisition Process.

Forms of transfer documents and purchase agreements will be submitted to the Client and/or Acquiring Authority for approval and acceptance. Where applicable, preparation of Warranty Deeds for the conveyance of fee ownership interests will be the responsibility of the Acquiring Authority's attorney, or other attorney to comply with state law.

JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the Client and/or Acquiring Authority.

Negotiations shall be considered complete upon occurrence of one of the following:

- both the owner and tenant accept the offer or an administrative settlement, or
- either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or
- in the judgment of the Client and/or Acquiring Authority, negotiations have reached an impasse.

JCG will proceed based on direction of the Client for every parcel on which negotiations have reached an impasse, or that cannot be acquired by negotiated Agreement. In the event of an impasse, and if requested, JCG shall deliver as much of the file to the Client as is necessary for the Acquiring Authority's Attorney, or other attorney, to begin preparation for the condemnation of the parcel.

Closing Process

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the Client for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

Condemnation Support

In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the Acquiring Authority's attorney, or other attorney, to file the Application for Condemnation. If requested, JCG will (UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested by the Client's attorney in support of the condemnation process on a case by case basis.

Project Management

Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the Client and/or its contractors as necessary, and submit periodic status reports to Client's personnel that will calculate the level of completion of each respective task in the process.

C. Project Team

<u>Consultant</u>	<u>Scope</u>
<i>Foth</i>	<i>Project Management, Survey, Design, Construction Administration</i>
<i>Terracon</i>	<i>Geotechnical</i>
<i>JCG</i>	<i>Real Estate Services</i>
<i>Confluence</i>	<i>Landscape Architecture</i>

D. Schedule

Functional Design	June to August 2024
TSIP Application	August 15, 2024
Check Plans	July 1, 2025
Final Plans, PDC	August 19, 2025
Bid Letting	November 18, 2025
Construction	2026

E. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the Client:

- Acquisition Plats and Temporary Easement Exhibits
- Original Final construction drawings (11"x17"), Final Project Manual, and Opinion of Probable Construction Cost
- All CADD files and design documents (AutoCad format)

F. Additional Services

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- Environmental Services
- Electrical Circuitry Design (to be completed by CFU)
- Condemnation Services
- Relocation Assistance
- Construction Period Services

Exhibit B

IA 57 and Union Road Improvements Cedar Falls, Iowa City Project Number RC-408-3341

Original 12/13/11
Revision 01/31/2017

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 the general contractor, artisan contractor, or design contractor 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 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 Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates 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 Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 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.

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.

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

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 agreement.
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 Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees 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"

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

8. **Errors & Omissions:** If the contract'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 & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **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.
10. **Limits:** By requiring the insurance as set out 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 the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa 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 of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, 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 of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

IA 57 and Union Road Improvements
 Cedar Falls, Iowa
 City Project No. RC-408-3341

EXHIBIT 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

Umbrella: \$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).

Errors & Omissions: \$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, its boards, commissions and/or authorities and their board members, employees, 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. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

IA 57 and Union Road Improvements
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5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

IA 57 and Union Road Improvements
Cedar Falls, Iowa



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER(S) AFFORDING COVERAGE
	INSURER A : Carrier should reflect rating of A-, VIII or better
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I,TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROMSIONS below	<input type="checkbox"/>	N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(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. Waiver of Subrogation under the Work Comp & Gen Liab.

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

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
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.

Consultant
Project No. _____

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

Exhibit C

**IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project Number RC-408-3341**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant
Project No. _____

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. _____

IA 57 and Union Road Improvements
Cedar Falls, Iowa
City Project No. RC-408-3341

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF 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 Daniel Laudick and City Council

FROM: Chase Schrage, Director of Public Works

DATE: June 4, 2024

SUBJECT: Highway 57 & Union Road Intersection Improvements
 Predesign Agreement #: 2024-P-092
 DOT Project: HSIPX-057-2(031)—3L-07
 City Project: RC-408-3341

The City and Iowa DOT worked together in 2023 on the review of safety improvements at the intersection of Highway 57 & Union Road. During the review, long term improvements (roundabout) were proposed at the intersection. After many discussions with Iowa DOT staff, it was determined to program this intersection for improvements in FY26-FY27.

The predesign agreement identifies the funding participation of the City and the State. Attached is the proposed agreement, indicating the estimated construction costs(\$2M) as shown below.

- City of Cedar Falls - \$750,000
- Iowa Department of Transportation - \$750,000
- Traffic Safety Improvement Grant (TSIP) – 500,000

The City would perform all necessary upfront work as it relates to the project (design & right-of-way acquisition) and the Iowa DOT would perform the project letting, contract administration, and inspection for the project. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY25-FY26 under item number 130.

Before bidding the project, the City and State must execute a preconstruction agreement. In the future, staff will bring forward the preconstruction agreement that will further define project responsibilities and cost sharing.

The Public Works department has reviewed this agreement. Staff recommends that the City Council approve and execute the attached Iowa Department of Transportation Preconstruction Agreement for the construction of Iowa Highway 57 & Union Road.

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

Xc: David Wicke, PE, City Engineer

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	<u>Black Hawk</u>
City	<u>Cedar Falls</u>
Project No.	<u>HSIPX-057-2(031)--3L-07</u>
Iowa DOT	
Agreement No.	<u>2024-P-092</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, designated the "DOT", and the city of Cedar Falls, Iowa, a Local Public Agency, designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 57 within Black Hawk County, Iowa; and

The DOT and the LPA intend to jointly participate in said project, in the manner provided herein; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall design and acquire right of way; and the DOT shall obtain necessary environmental clearances, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Construction of a roundabout at the Iowa 57 and Union Road intersection.

- b. Project Design:

- (1) The LPA or its consultant shall be responsible for the design of all proposed improvements. The LPA agrees to indemnify, defend and hold harmless the DOT from any action or liability arising out of all designs resulting from this project.
- (2) The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- (3) All proposed highway or street improvements shall be designed using the Iowa DOT Design Manual, Standards, and Specifications.
- (4) The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

2. Funding Sources

- a. The following funding sources have been identified for the project:

DOT District 2 Highway Safety Improvement Program (HSIP)	\$ 750,000
Traffic Safety Improvement Program (TSIP)	\$ 500,000 (TBD)
<u>City of Cedar Falls</u>	<u>\$ 750,000</u>
TOTAL Funding	\$ 2,000,000

- b. The LPA will be submitting a TSIP application for this project.

3. Traffic Control

- a. The DOT shall temporarily close the highway project area by formal action in accordance with Iowa Code section 306.41. Iowa 57 through-traffic will be detoured off of the project area. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT shall also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement shall be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- b. In the event it becomes necessary to temporarily close LPA side roads during construction, the DOT shall furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project-related LPA road closures shall be the responsibility of the LPA at no expense or obligation to the DOT.
- c. In the event this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions herein, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150, Rules 150.3(1)(c) and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project, including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA shall relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. Access rights may be acquired along all county secondary road intersections within the project limits. Access rights, if acquired, shall be in the name of the State of Iowa. The acquisition of access rights shall be in accordance with 761 Iowa Administrative Code Chapter 112.5(5). If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition

the DOT District Engineer to do so, with the final decision remaining with the DOT.

5. Construction & Maintenance

- a. A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does not adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by The Civil Rights Act of 1964 (42 U.S.C. Chapter 21) and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State and/or Federal funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries shall be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall only be in the form of a duly executed written amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-P-092 as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

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

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

Signed: _____
City Clerk of Cedar Falls, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.
Nickolas J Humpal, P.E.
District Engineer
District 2



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 Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 17th, 2024

SUBJECT: 2024 Seal Coat
 City Project Number: SC-000-3339
 Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Blacktop Services Co. for the construction of the 2024 Seal Coat Project.

This Project involves seal coating five (5) street sections, one (1) single lane drive for a lift station, multiple single lane drives within three (3) cemeteries, and one parking lot; for a total covering of 46,400 S.Y. of seal coat. Work shall include proper surface preparation and proper placement and compaction of the surface.

Street	From	To
Ford Road	Lone Tree Rd	Fitkin Rd
Grant Street	B Street	Roosevelt Street
Union Road	W 27 th Street	Viking Road
Ice House Parking Lot		
309 E. 4 th Street Facility		
Cedar Heights Lift Station		
Hillside Cemetery	Various Internal Roads	
Greenwood Cemetery	Various Internal Roads	
Fairview Cemetery	Various Internal Roads	

The Engineering Division of the Public Works Department recommends approving and executing the contract with Blacktop Services Co. for the construction of the 2024 Seal Coat Project.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Blacktop Service Company of Humboldt, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment, and construct the public improvement consisting of the: SEAL COAT - 2024 project, Project No. SC-000-3339, all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of May 2024, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.


Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SC-000-3339 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Form of Contract
- m. Non-Collusion Affidavit of Prime Bidder

n. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

 - Brian Linsch, CFO
Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. 100430377

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred One Thousand Nintey Nine Dollars and 00/100 (\$ 201,099.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2024, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 Seal Coat Project Project SC-000-3339

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SC-000-3339

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Blacktop Service Company
Contractor

By: Brian Lincoln
Signature

CFO
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: Kate Zanders
Signature Attorney-in-Fact Officer

Kate Zanders, Attorney-in-Fact/IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number



NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Friermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; WR Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of May, 2024.

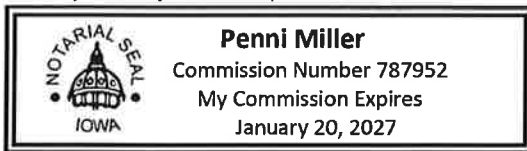


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of May, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE: Item 41.
6/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): 515-223-6813 FAX (A/C, No): E-MAIL ADDRESS: stritz@holmesmurphy.com														
INSURED Blacktop Service Company P.O. Box 632 Humboldt, IA 50548	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Excess & Surplus Lines Co.</td> <td>29696</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Scottsdale Insurance Company	41297	INSURER C : Travelers Property Casualty Co. America	25674	INSURER D : Travelers Excess & Surplus Lines Co.	29696	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 496020698 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO3538182	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP3538183	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS2002297	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3538181	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment Leased/Rented Equipment Excess Liability			6305T029401	7/1/2023	7/1/2024	Owned Equipment Limit Each Occurrence PerSchedule 150,000 3,000,000
D				EX5T735878	7/1/2023	7/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project # SC-000-3339 - Seal Coat - 2024 Project
 City of Cedar Falls is included as an Additional Insured on the General Liability when required by written contract or agreement, per policy terms and conditions.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613-2783 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Cooley</i>
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Form of Proposal
Seal Coat - 2024
Project No. SC-000-3339
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Mark J. Steffes 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 2024 SEAL COAT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Surface Preparation	S.Y.	35,900.00	0.57	20,463.00
2	Seal Coat	S.Y.	46,400.00	3.29	152,656.00
3	Pavement Markings, Painted	STA.	11.80	100.00	1,180.00
4	Mobilization	L.S.	1.00	20,000.00	20,000.00
5	Traffic Control	L.S.	1.00	6,800.00	6,800.00

TOTAL CONSTRUCTION BASE BID: \$ 201,099.00

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-6). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of (10% of the construction base bid) in the form of (a bid bond utilizing the City of Cedar Fall's standard form), is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No. NONE Date _____
Addendum No. _____ Date _____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of Bidder:

Black Top Service Company By: Mark J. Steffe

100 Industrial Ave, P.O. Box #632 Title: Authorized Agent

Official Address: Humboldt, IA 50548

**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 Daniel Laudick and City Council

FROM: David Wicke, PE - City Engineer

DATE: June 17, 2024

SUBJECT: Professional Services Agreement, AECOM Technical Services, Inc.
Supplemental Agreement No. 4
North Cedar Heights Area Reconstruction Phase 3
City Project No. RC-092-3271

Please find the attached Supplemental Agreement No. 4 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. that outlines the scope of services and costs for construction related services for Phase 3 of the project. This Supplemental Agreement provides for detailed work, services, materials, equipment, personnel and supplies necessary to provide design and easement/ROW services of Phase 3 of the project. Services will include roadway, storm sewer, sanitary sewer, water main design, and easement and ROW services.

The City of Cedar Falls entered into a Professional Services Agreement with AECOM Technical Services, Inc. for preliminary and final design services for the reconstruction of the North Cedar Heights Area on November 16, 2021.

The attached Supplemental Agreement includes the services for the design and easements/ROW services for Phase 3 and shall be on an hourly basis in a total amount not to exceed \$407,500.00.

The Department of Public Works, Engineering Division requests your consideration and approval of this Supplemental Agreement No. 4 with AECOM Technical Services, Inc. for the services described above.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works



AECOM 319-232-6531 tel
501 Sycamore Street 319-232-0271 fax
Suite 222
Waterloo, Iowa 50703
www.aecom.com

**NORTH CEDAR HEIGHTS AREA RECONSTRUCTION
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-092-3271**

SUPPLEMENTAL AGREEMENT NO. 4

WHEREAS, a Professional Services Agreement was entered into between City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, (Client) and AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, (ATS) dated November 16, 2021, for preliminary and final design for the reconstruction of the North Cedar Heights Area Reconstruction; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 for right-of-way acquisition services for Phases 1 and 2 of the project on May 17, 2022; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 for preliminary and final design for the reconstruction of Phase 2 of the North Cedar Heights Area reconstruction on November 21, 2022; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 3 for additional design and right-of-way services for Phase 1 and limited construction-related services for Phases 1 and 2 on December 5, 2023; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 4 for preliminary and final design for the reconstruction of Phase 3 of the North Cedar Heights Area reconstruction.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. Project Description

The Cedar Heights Area Street Reconstruction Project will include the reconstruction of nine streets in this area over an anticipated period of five years. The project will be divided into five phases for each year of construction.

Phase 3 of the project will include the reconstruction of Picturesque Drive north of Oakland Avenue, Oakland Avenue from Grand Boulevard to Park Drive, and Greenwood Avenue from Picturesque Drive to the limits of Phase 1. This project also includes reconstruction of storm sewer, sanitary sewer and water main. The Phase 3 project construction costs are estimated to be approximately \$2,165,000.00 (Roadway - \$1,300,000, Enhancements - \$125,000.00, Sanitary Sewer - \$140,000.00, and Water Main - \$600,000.00).

II. Scope of Services

The Scope of Services will encompass and include work, services, materials, equipment, personnel and supplies necessary to provide preliminary and final design for the Phase 3 project defined above. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting. The Scope of Services is separated into three divisions as follows: Roadway Design Services, Sanitary Sewer Design Services, and Water Main Design Services. The Scope of Services for each division is further defined below:

PHASE 3 - DESIGN SERVICES

DIVISION I - Roadway Design Services (Tasks 1-33)

The Scope of Services for the Roadway Design Services is further defined as follows:

Data Collection (Task 1)

The following task leads to the completion of project data collection, including review of as-built plans and utility information:

Task 1 – Data Collection

Grading, Paving, Drainage and Storm Sewer Plans (Tasks 2-23)

These tasks include developing preliminary and final plans for grading, paving, and storm sewer plans and specifications for the reconstruction of Picturesque Drive north of Oakland Avenue, Oakland Avenue from Grand Boulevard to Park Drive, and Greenwood Avenue from Picturesque Drive to the limits of Phase 1. Included in these tasks will be the typical cross sections, tabulations and quantities, final roadway plan and profile sheets, earthwork tabulations, intersection details, drainage, storm sewer design and tabulations, pavement markings and signing, design cross sections, construction cost estimate and technical specifications. The following specific tasks lead to the completion of the final grading, paving and drainage plans:

Task 2 – Title and Legend Sheet (A Sheet)

Task 3 – Typical Sections and Details (B Sheets)

Task 4 – Bid Items and General Notes (C Sheets)

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 5 – Tabulations and Quantities (C Sheets)

Task 6 – Plan and Profile Sheets (D and E Sheets)

Task 7 – Geometric Layout Sheets (G Sheets)

Task 8 – Right-of-Way Sheets (H Sheets)

Task 9 – Landscaping Plans Sheets (I Sheets)

Task 10 – Construction Staging and Traffic Control Sheets (J Sheets)

Task 11 – Intersection Details (L Sheets)

Task 12 – Drainage Design

Task 13 – Storm Sewer Plans and Details (M Sheets)

Task 14 – Signing and Pavement Markings (N Sheets)

Task 15 – Removal Sheets (R Sheets)

Task 16 – Earthwork Tabulation (T Sheets)

Task 17 – Design Cross Sections (W Sheets)

Task 18 – Erosion Control and SWPPP Plan Sheets (RC and RR Sheets)

Task 19 – Quality Control Review

Task 20 – Final Revisions

Task 21 – Construction Cost Estimate

Task 22 – Specifications

Task 23 – Field Review

Project Meetings (Tasks 24-25)

This task includes one presentation to the Cedar Falls City Council, one public information meeting, one meeting with stakeholders and property owners along the corridor, and three project update meetings with City staff.

Task 24 – Project Meetings (3)

Task 25 – Public Meetings (3)

Project Administration and Coordination with City of Cedar Falls/Cedar Falls Utilities (CFU) (Tasks 26-31)

These tasks include project administration and coordination throughout project development. These tasks also include preparation of permits, pre-letting activities and general project administration. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project:

Task 26 – Coordination with Private Utilities

Task 27 – Coordination with City of Cedar Falls

Task 28 – Coordination with CFU (Gas, Communication, Electric)

Task 29 – Permitting (IDNR NPDES)

Task 30 – Pre-Letting Activities

Task 31 – Project Administration

Assistance with Bidding Process (Tasks 32-33)

These tasks will include assistance during the bidding of Phase 3 of the Cedar Heights Area Project through the award of a contract. AECOM will answer design interpretation questions from the Client, bidders, review staff and appropriate agencies and prepare additional drawings issued during the bidding process. AECOM will be present as needed for the bid opening and two (2) City council meetings related to the bidding process.

Task 32 – Respond to Bidder Inquiries, update plan sheets, and issue addendums.

Task 33 – Attend Bid Opening, Council Acceptance Plans, Specifications, and Engineer's Estimate of Costs, and Council Acceptance of Low Bid.

DIVISION I - Right-of-Way Acquisition Services (Tasks 34-42)

The Scope of Services for the Right-of-Way Acquisition Services is further defined as follows:

The following tasks lead to property acquisition for the project defined above. Our subconsultant, JCG Land Services, will provide the acquisition services for the project. For the purpose of estimating staff hours, Phase 3 consists of acquisition services of 24 parcels, with 24 temporary easements, 7 permanent easements, and 9 parcels having partial right-of-way acquisition. Parcels are estimated with compensation only estimates. Closing services will be completed as part of the project. AECOM will prepare the required plats for the acquisitions. Condemnation assistance shall be provided for Phase 2 and shall include attendance at the condemnation hearing as needed. JCG Land Services will also complete 13 temporary easements for Phase I that need to be resigned, notarized and potentially renegotiated due to changes in temporary easement term dates.

Task 34 – Record Property of Ownership and Lien Certificates, Including Title Reports for Partial Acquisitions (JCG)

Task 35 – Compensation Valuation (JCG)

Task 36 – Acquisition Process (JCG)

Task 37 – Closing Process (JCG)

Task 38 – Project Status Reports (JCG)

Task 39 – Project Administration (AECOM)

Task 40 – Phase 3 Acquisition and Right-of-Way Plats (AECOM)

Task 41 – Phase 2 Condemnation Assistance (2 Parcels)

Task 42 – Resigning and Potential Renegotiation of Ridgewood Avenue Temporary Easements (13) (JCG)

DIVISION II - Sanitary Sewer Design Services (Tasks 43-45)

The Scope of Services for the Sanitary Sewer Design Services is further defined as follows:

These tasks include developing the preliminary and final plans for the reconstruction of the sanitary sewer. It is anticipated the City will provide sanitary sewer as-built plans to AECOM. Included in these tasks will be coordination with the City, sanitary sewer design, tabulations of quantities, construction cost estimate and technical specifications. The sanitary sewer construction cost for this phase of the project is estimated to be \$140,000.00. It is assumed that the sanitary sewer along Picturesque Drive will not require replacement and that only manhole adjustments will be required. AECOM will evaluate alternatives to re-route sewer west of Picturesque Drive south of Oakland Avenue. The following tasks lead to the inclusion of the final sanitary sewer plans in the roadway plans:

Task 43 – Sanitary Sewer Plans, Tabulations and Details (MSA Sheets)

Task 44 – Sanitary Sewer Specifications and Notes

Task 45 – Sanitary Sewer Permit

DIVISION III - Water Main Design Services (Tasks 46-48)

The Scope of Services for the Water Main Design Services is further defined as follows:

These tasks include developing the preliminary and final plans for the water main. It is anticipated CFU will provide water main as-built plans to AECOM. Included in these tasks will be coordination with CFU, water main design, tabulations of water main, construction cost estimate and technical specifications. The water main construction cost for this phase of the project is estimated to be \$600,000.00. The following tasks lead to the inclusion of the final water main plans in the roadway plans:

Task 46 – Water Main Plans, Tabulations and Details (MWM Sheets)

Task 47 – Water Main Specifications and Notes

Task 48 – Water Main Permit

Exclusions

The following items are not included, but may be added by supplemental agreement:

- Construction-Related Services (Phase 3)
- Environmental Review
- Lighting Design
- Structural Design (Bridges/Box Culvert)
- ADA Sidewalk Design
- Wetland Delineation

III. Compensation

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be segregated from the fees in the original agreement and Supplemental Agreements 1, 2 and 3. The total compensation for these services is an estimated fee of Four Hundred Seven Thousand Five Hundred Dollars (\$407,500.00) as shown below and will not be exceeded without authorization from the Client.

Division I

Roadway Design Services	\$159,300.00
ROW Plats and Descriptions (Phase 3)	62,000.00
ROW Acquisition Services (Phase 3).....	85,000.00
ROW Acquisition Services (Phase 1).....	25,000.00

Division II

Sanitary Sewer Design Services	18,800.00
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Division III

Water Main Design Services	57,400.00
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Total.....	<u>\$407,500.00</u>
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IV. In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated November 16, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 4 as of the dates shown below:

CITY OF CEDAR FALLS

By _____ Date _____
 Danny Laudick
 Mayor

AECOM TECHNICAL SERVICES, INC.

By  _____ Date May 28, 2024
 Douglas W. Schindel, P.E.
 Vice President

**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 Daniel Laudick and City Council

FROM: David Wicke, PE – City Engineer

DATE: June 10, 2024

SUBJECT: Katoski Drive Box Culvert Replacement
City Project Number: BR-265-3261
Public Hearing for Right of Way Acquisition

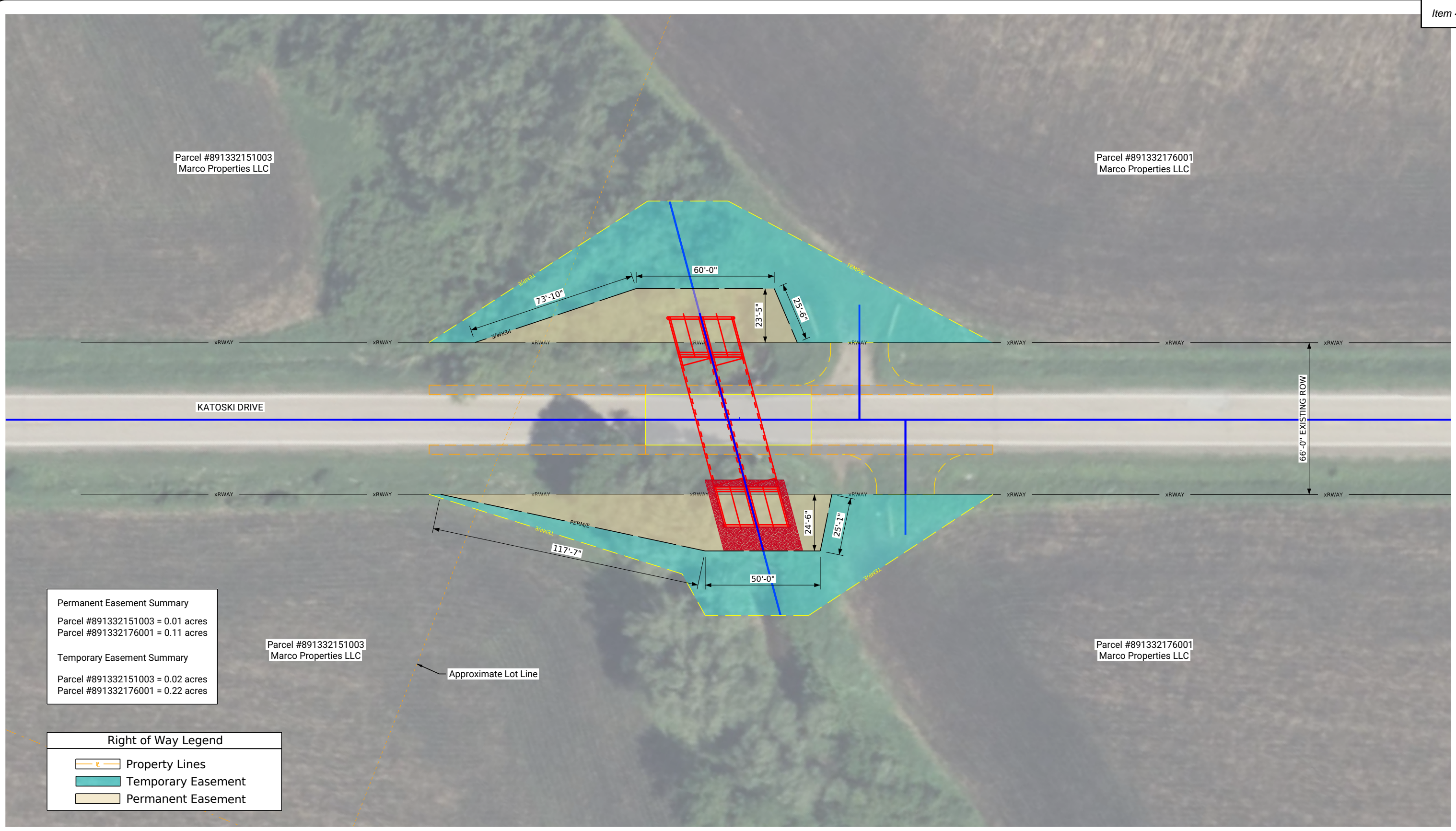
The City of Cedar Falls is planning to replace the existing bridge on Katoski Drive east of Cedar Heights Drive over the Branch Black Hawk Creek with a new double box concrete culvert. The project will require the acquisition of easements to complete the work. The project is identified as CIP Item No. 91 and will include replacing the existing bridge with a new double box concrete culvert.

Plans for the project show the need for fee title and/or easement acquisitions from two (2) properties. The proposed plan for the constructed culvert shows the need for permanent storm sewer easement for access and maintenance both immediately upstream and downstream of the new culvert from the property adjacent to the culvert location.

Iowa law requires that the City Council holds a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works

5/28/2024 11:58:02 AM pww://foth-pw.bentley.com/foth-pw-01/Documents/Clients/Cedar Falls IA/C/Katoski Drive Bridge Replacement/CAD/Displays/Parcel Impact Exhibits/0024017_00_ACG(20 Scale).dgn



Permanent Easement Summary
 Parcel #891332151003 = 0.01 acres
 Parcel #891332176001 = 0.11 acres

Temporary Easement Summary
 Parcel #891332151003 = 0.02 acres
 Parcel #891332176001 = 0.22 acres

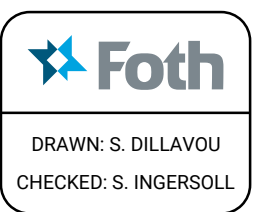
Right of Way Legend

	Property Lines
	Temporary Easement
	Permanent Easement

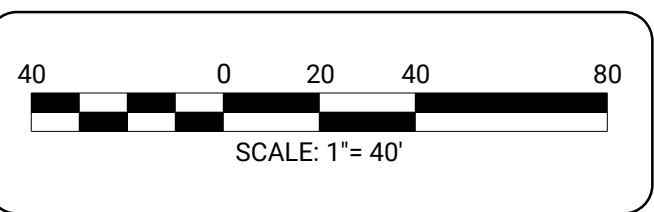
Parcel #891332151003
 Marco Properties LLC

Parcel #891332176001
 Marco Properties LLC

Approximate Lot Line



KATOSKI DRIVE BRIDGE REPLACEMENT OVER BRANCH BLACK HAWK CREEK CITY PROJECT NO.: BR-265-3261



PCL 1

**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 Daniel Laudick and City Council

FROM: David Wicke, PE – City Engineer

DATE: June 10, 2024

SUBJECT: South Main Sanitary Sewer Extension Project
City Project Number: SA-173-3332
Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to construct the South Main Sanitary Sewer Extension Project. The project will require the acquisition of easements to complete the replacement project. The project is Identified as CIP Item No. 99 and will include constructing sanitary sewer main to provide service to adjacent properties.

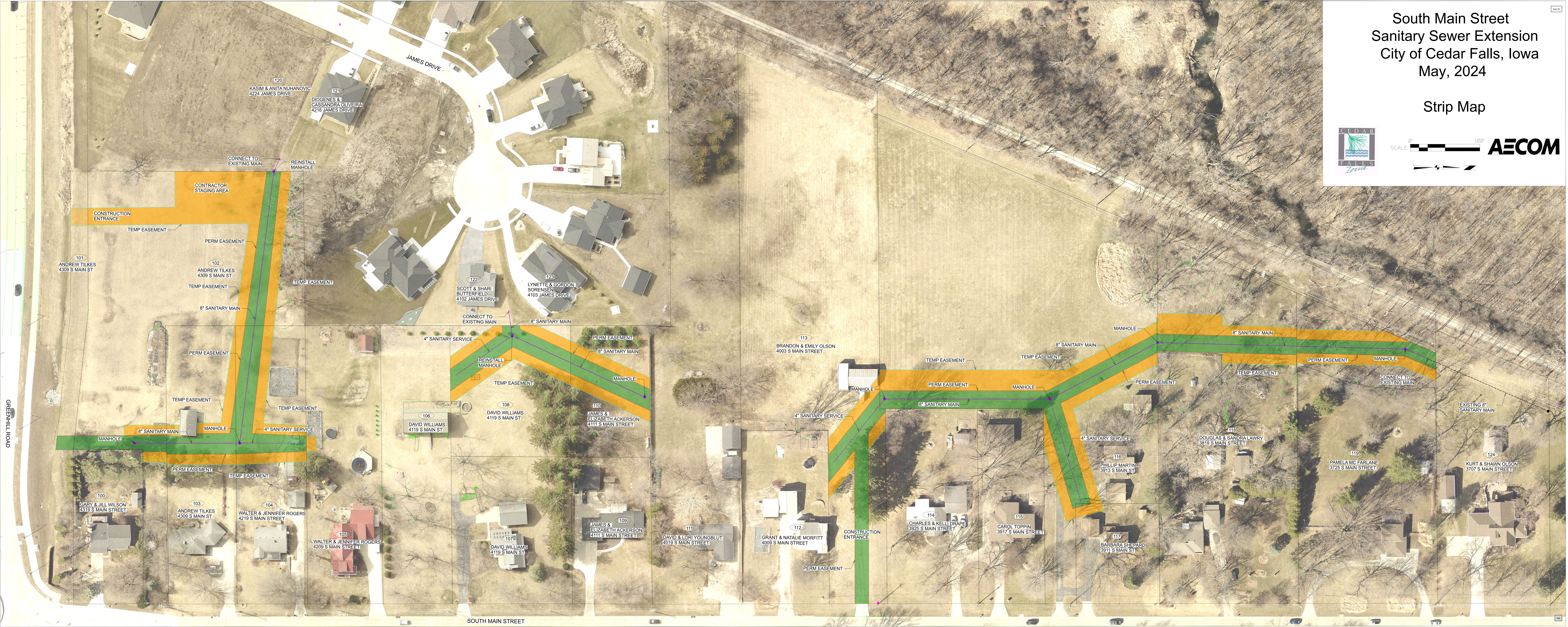
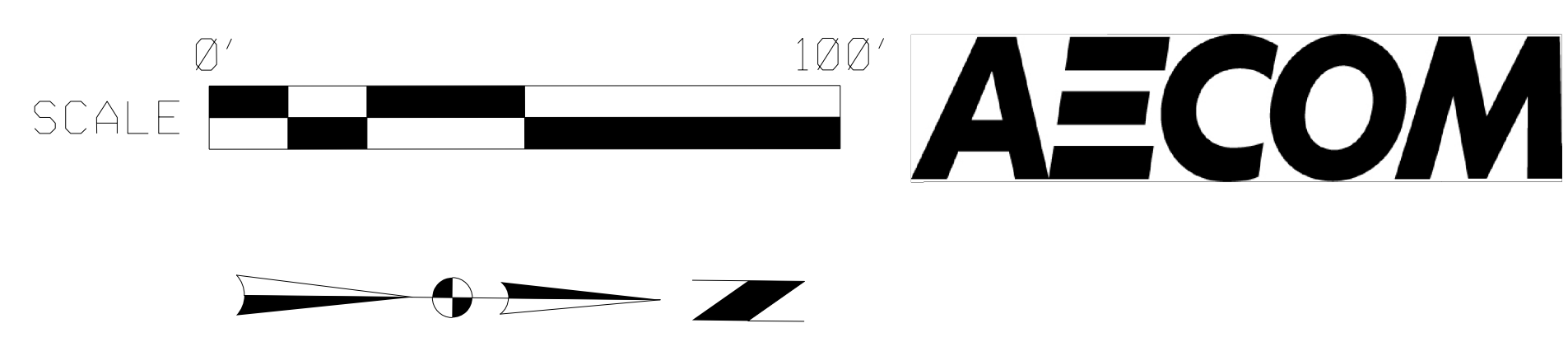
Plans for the project show the need for fee title and/or easement acquisitions from nine (9) properties. The proposed plan for the project shows the need for permanent sanitary sewer easement for construction, access and maintenance along the length of the project.

Iowa law requires that the City Council holds a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works

South Main Street
Sanitary Sewer Extension
City of Cedar Falls, Iowa
May, 2024

Strip Map





DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: June 10, 2024
SUBJECT: Refuse Collection Ordinance Modification

A handwritten signature in black ink, appearing to read "B. Heath", written over the "FROM" line of the memorandum.

Please find attached for consideration proposed changes to Chapter 10, GARBAGE AND REFUSE of the City Ordinance. As you may recall, a presentation was made to Council on March 3, 2024, proposing a service fee for overfilled carts and return service trips for late placement of carts. The proposed service fees are \$15.00 each for overfilled carts and return service for late placement.

You will also notice other housekeeping modifications that were made. One in particular, is the removal of language related to asphalt shingle recycling that was discontinued due to DNR regulations.

Please feel free to contact me if you have any questions.

CC: Chase Schrage, Public Works Director

Att.

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND **2)** AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES--ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND **3)** REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES—ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.~~
- (c) ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection, or as otherwise directed by the director of public works.~~
- (d) ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be overfilled, which is defined as the contents of the container being in such a quantity as to result in the container lid being open greater than forty-five degrees from full closure at the time of collection~~
- (ee) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such

containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.

(f) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.

(g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:

(1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).

(2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.

(h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

(g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule

Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$40.00/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15.00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

- ~~(h) — The placing of or failure to remove garbage or yard waste container within specified time limits. The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.~~
- ~~(i) — Asphalt shingle recycling. An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.~~

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND 2) AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES--ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND 3) REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES— ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be.
- (c) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection, or as otherwise directed by the director of public works.
- (d) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be overfilled, which is defined as the contents of the container being in such a quantity as to result in the container lid being open greater than forty-five degrees from full closure at the time of collection
- (e) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.

- (f) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.
- (g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:
 - (1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).
 - (2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.
- (h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

(g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	

Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15,00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 06/17/24 COUNCIL MEETING

Item 46.

PREPARED 06/11/2024, 8:57:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 11/2024

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION--- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE								
1879			11/24 AP 05/08/24	0007457	IOWA DEPT.OF REVENUE RECREATION	3,852.08		06/04/24
			MONTHLY SALES TAX					
			ACCOUNT TOTAL			3,852.08	.00	3,852.08
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1879			11/24 AP 05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	63.20		06/04/24
			ACCOUNT TOTAL			63.20	.00	63.20
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES								
1879			11/24 AP 05/31/24	0007456	FARMERS STATE BANK OUTGOING WIRE FEE	20.00		06/04/24
			MIDWEST ONE CD					
1879			11/24 AP 05/29/24	0007455	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00		06/04/24
			05/31/24 PAYROLL					
1879			11/24 AP 05/15/24	0007454	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00		06/04/24
			05/17/24 PAYROLL					
1879			11/24 AP 05/01/24	0007453	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00		06/04/24
			05/03/24 PAYROLL					
			ACCOUNT TOTAL			80.00	.00	80.00
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE								
2044			12/24 AP 05/22/24	0400184	GERHARDT, MEGAN TUITION REIMBURSEMENT	2,915.55		06/10/24
			SPORTS NUTRITION/PSYCH.+					
2044			12/24 AP 05/19/24	0400189	LECHTENBERG, AUSTIN TUITION REIMBURSEMENT	2,858.67		06/10/24
			CRISIS 1ST RESP./DIS.MGMT					
			ACCOUNT TOTAL			5,774.22	.00	5,774.22
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105								
1879			11/24 AP 05/10/24	0007461	ISOLVED BENEFIT SERVICES, INC CAFE ADMIN FEE-APR'24	734.85		06/04/24
			ACCOUNT TOTAL			734.85	.00	734.85
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
1879			11/24 AP 05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	268.84		06/04/24
1879			11/24 AP 05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	12.59		06/04/24
			ACCOUNT TOTAL			281.43	.00	281.43

PREPARED 06/11/2024, 8:57:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 11/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1665		12/24 AP		05/16/24	0400156	OFFICE EXPRESS OFFICE PRODUCT AAA BATERIES, TAPE, HIGH- LIGHTERS, PAPER	384.25		05/31/24	
					ACCOUNT TOTAL		384.25	.00	384.25	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1665		12/24 AP		04/26/24	0400160	QUADIENT FINANCE USA, INC., POSTAGE	300.00		05/31/24	
					ACCOUNT TOTAL		300.00	.00	300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1665		12/24 AP		05/13/24	0400149	GORDON FLESCH COMPANY INC COPIER CONTRACT 020-1483981-000	2,569.35		05/31/24	
					ACCOUNT TOTAL		2,569.35	.00	2,569.35	
101-1060-423.85-01 UTILITIES / UTILITIES										
1664		12/24 AP		05/05/24	0400144	CEDAR FALLS UTILITIES LIBRARY UTILITIES	2,895.41		05/31/24	
					ACCOUNT TOTAL		2,895.41	.00	2,895.41	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1664		12/24 AP		05/13/24	0400164	VESTIS	23.55		05/31/24	
1664		12/24 AP		05/10/24	0400141	LIBRARY MAT SERVICE BLACKHAWK SPRINKLERS, INC. (VALVE REP.)	9,450.00		05/31/24	
1665		12/24 AP		05/10/24	0400139	PIV REPLACEMENT WORK BENTON'S READY MIX CONCRETE, CEMENT (VALVE REP.)	1,014.72		05/31/24	
1664		12/24 AP		05/08/24	0400139	BENTON'S READY MIX CONCRETE, CONCRETE (VALVE REP.)	753.06		05/31/24	
1664		12/24 AP		05/07/24	0400139	BENTON'S READY MIX CONCRETE, CONCRETE (VALVE REP.)	1,539.72		05/31/24	
1664		12/24 AP		05/07/24	0400140	BLACK HAWK RENTAL CONCRETE BUGGY RENTAL (VALVE REP.)	114.58		05/31/24	
1664		12/24 AP		05/06/24	0400151	IOWA WALL SAWING SERVICE CONCRETE CUTTING WORK (VALVE REP.)	336.00		05/31/24	
1664		12/24 AP		05/03/24	0400139	BENTON'S READY MIX CONCRETE, CONCRETE (VALVE REP.)	787.29		05/31/24	
1664		12/24 AP		05/02/24	0400165	WHITE CAP, LP PIPE BOLLARD TOP GARD (VALVE REP.)	524.39		05/31/24	
1879		11/24 AP		05/02/24	0007479	PROFESSIONAL SOLUTIONS	37.17		06/04/24	
1664		12/24 AP		05/01/24	0400139	APRIL CREDIT CARD FEES BENTON'S READY MIX CONCRETE,	919.59		05/31/24	

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CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 11/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
1664				12/24	AP 05/01/24 0400140	CONCRETE (VALVE REP.) BLACK HAWK RENTAL	67.41			05/31/24
1664				12/24	AP 05/01/24 0400163	CONCRETE BUGGY RENTAL (VALVE REP.) ULINE, INC.	103.36			05/31/24
1664				12/24	AP 04/30/24 0400142	REFLECTIVE BOLLARD SLEEVE (VALVE REP.) BLUE BIN RECYCLING	150.00			05/31/24
1664				12/24	AP 04/29/24 0400146	CURBSIDE RECYCLING CITY LAUNDERING CO.	72.20			05/31/24
1664				12/24	AP 04/26/24 0400164	FIRST AID SUPPLY SERVICE- LIBRARY VESTIS	23.55			05/31/24
						ACCOUNT TOTAL	15,916.59	.00		15,916.59
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1665				12/24	AP 05/01/24 0400137	BAKER & TAYLOR BOOKS YOUTH BOOKS (SCHMIDT MEMORIAL)	14.37			05/31/24
1665				12/24	AP 04/29/24 0400137	BAKER & TAYLOR BOOKS YOUTH BOOKS (SCHMIDT MEMORIAL)	15.17			05/31/24
1665				12/24	AP 04/23/24 0400137	BAKER & TAYLOR BOOKS YOUTH BOOKS (SCHMIDT MEMORIAL)	163.53			05/31/24
						ACCOUNT TOTAL	193.07	.00		193.07
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1664				12/24	AP 05/13/24 0400150	HIDDEN HERITAGE FOTL:ADULT-POP-UP BOOKS PROGRAM FEE	60.00			05/31/24
1664				12/24	AP 05/07/24 0400148	DEMCO, INC FOL:YOUTH-BROCHURE HOLDER	38.12			05/31/24
						ACCOUNT TOTAL	98.12	.00		98.12
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1665				12/24	AP 05/21/24 0400162	STOREY KENWORTHY BERG 2 RMB SLP '24-READNG LOGS	199.00			05/31/24
1665				12/24	AP 05/21/24 0400162	STOREY KENWORTHY RAY 2 RMB ANNIVERSARY- BIRTHDAY INVITES	139.00			05/31/24
1665				12/24	AP 05/21/24 0400162	STOREY KENWORTHY BERG 2 RMB SLP '24-YOUTH BROCHURE	399.00			05/31/24
1665				12/24	AP 05/21/24 0400162	STOREY KENWORTHY BERG 2 RMB SLP '24-TEEN BROCHURE	165.00			05/31/24
1665				12/24	AP 05/21/24 0400162	STOREY KENWORTHY BERG 2 RMB SLP '24- BOOKMARKS	126.00			05/31/24
1665				12/24	AP 05/20/24 0400147	COSTUME SPECIALISTS, INC. BERG 2RMB BRNDNG ROLLOUT-	3,472.50			05/31/24
1665				12/24	AP 05/20/24 0400137	FABLE THE FOX COSTUME BAKER & TAYLOR BOOKS	272.38			05/31/24

PREPARED 06/11/2024, 8:57:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND									
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						continued			
1665		BERG 2 RMB SLP '24-YOUNG		12/24 AP 05/20/24 0400137	ADULT BOOKS BAKER & TAYLOR BOOKS	84.56		05/31/24	
1665		BERG 2 RMB SLP '24-YOUNG		12/24 AP 05/20/24 0400137	ADULT BOOKS BAKER & TAYLOR BOOKS	8.38		05/31/24	
1665		BERG 2 RMB SLP '24-YOUTH		12/24 AP 04/29/24 0400137	BOOKS BAKER & TAYLOR BOOKS	27.54		05/31/24	
1664		BERG 2 RMB SLP '24-YOUTH		12/24 AP 04/25/24 0400161	SCHOLASTIC, INC. BOOKS	2,001.25		05/31/24	
1664		BERG 2 RMB SLP '24-YOUTH		12/24 AP 04/23/24 0400137	BAKER & TAYLOR BOOKS	19.16		05/31/24	
1664		BERG 2 RMB SLP '24-YOUTH		12/24 AP 04/22/24 0400137	BOOKS BAKER & TAYLOR BOOKS	16.16		05/31/24	
		BERG 2 RMB SLP '24-YOUTH			BOOKS				
		ACCOUNT TOTAL					6,929.93	.00	6,929.93
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
1665		12/24 AP 05/14/24 0400143			BRODART CO.	2,242.57		05/31/24	
1664		12/24 AP 05/07/24 0400148			BOOK COVERS & BOOK COVER DEMCO, INC FILAMENT & BOOK TAPE, CLASSIFICATION LABELS	229.69		05/31/24	
		ACCOUNT TOTAL					2,472.26	.00	2,472.26
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1665		12/24 AP 05/20/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	318.84		05/31/24	
1665		12/24 AP 05/20/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	458.08		05/31/24	
1665		12/24 AP 05/15/24 0400137			3RD AGE BOOKS BAKER & TAYLOR BOOKS	334.16		05/31/24	
1665		12/24 AP 05/14/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	127.97		05/31/24	
1665		12/24 AP 05/14/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	156.58		05/31/24	
1664		12/24 AP 05/13/24 0400137			ADULT BOOKS (WL) BAKER & TAYLOR BOOKS	349.12		05/31/24	
1664		12/24 AP 05/08/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	318.73		05/31/24	
1664		12/24 AP 05/06/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	567.17		05/31/24	
1664		12/24 AP 05/06/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	431.63		05/31/24	
1664		12/24 AP 05/03/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	49.01		05/31/24	
1664		12/24 AP 05/03/24 0400137			ADULT BOOKS BAKER & TAYLOR BOOKS	2,222.60		05/31/24	
		3RD AGE BOOKS							

PREPARED 06/11/2024, 8:57:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
ACCOUNTING PERIOD 11/2024

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
1665		12/24	AP	05/01/24	0400137	BAKER & TAYLOR BOOKS	165.62		05/31/24
						ADULT BOOKS			
1665		12/24	AP	04/29/24	0400137	BAKER & TAYLOR BOOKS	258.04		05/31/24
						ADULT BOOKS			
1664		12/24	AP	04/25/24	0400137	BAKER & TAYLOR BOOKS	659.44		05/31/24
						ADULT BOOKS			
1664		12/24	AP	04/24/24	0400137	BAKER & TAYLOR BOOKS	172.33		05/31/24
						ADULT BOOKS			
1664		12/24	AP	04/23/24	0400137	BAKER & TAYLOR BOOKS	276.76		05/31/24
						ADULT BOOKS			
1664		12/24	AP	04/22/24	0400137	BAKER & TAYLOR BOOKS	117.13		05/31/24
						ADULT BOOKS			
ACCOUNT TOTAL							6,983.21	.00	6,983.21
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
1665		12/24	AP	05/20/24	0400137	BAKER & TAYLOR BOOKS	69.92		05/31/24
						YOUNG ADULT BOOKS			
1665		12/24	AP	05/15/24	0400137	BAKER & TAYLOR BOOKS	20.44		05/31/24
						YOUNG ADULT BOOKS			
1665		12/24	AP	05/14/24	0400137	BAKER & TAYLOR BOOKS	22.21		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	05/13/24	0400137	BAKER & TAYLOR BOOKS	10.82		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	05/08/24	0400137	BAKER & TAYLOR BOOKS	10.40		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	05/03/24	0400137	BAKER & TAYLOR BOOKS	16.79		05/31/24
						YOUNG ADULT BOOKS			
1665		12/24	AP	05/01/24	0400137	BAKER & TAYLOR BOOKS	31.79		05/31/24
						YOUNG ADULT BOOKS			
1665		12/24	AP	04/29/24	0400137	BAKER & TAYLOR BOOKS	37.59		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	04/25/24	0400137	BAKER & TAYLOR BOOKS	30.88		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	04/24/24	0400137	BAKER & TAYLOR BOOKS	446.93		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	04/23/24	0400137	BAKER & TAYLOR BOOKS	53.18		05/31/24
						YOUNG ADULT BOOKS			
1664		12/24	AP	04/22/24	0400137	BAKER & TAYLOR BOOKS	275.05		05/31/24
						YOUNG ADULT BOOKS			
ACCOUNT TOTAL							1,026.00	.00	1,026.00
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1665		12/24	AP	05/21/24	0400137	BAKER & TAYLOR BOOKS	254.80		05/31/24
						YOUTH BOOKS			
1665		12/24	AP	05/20/24	0400137	BAKER & TAYLOR BOOKS	131.14		05/31/24

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FUND 101 GENERAL FUND								
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued		
1665		12/24 AP		05/15/24	0400137 BAKER & TAYLOR BOOKS	21.53		05/31/24
1665		12/24 AP		05/14/24	0400137 BAKER & TAYLOR BOOKS	21.53		05/31/24
1664		12/24 AP		05/13/24	0400137 BAKER & TAYLOR BOOKS	139.17		05/31/24
1664		12/24 AP		05/08/24	0400137 BAKER & TAYLOR BOOKS	925.83		05/31/24
1664		12/24 AP		05/08/24	0400137 BAKER & TAYLOR BOOKS	46.82		05/31/24
1665		12/24 AP		05/01/24	0400137 BAKER & TAYLOR BOOKS	839.23		05/31/24
1665		12/24 AP		04/29/24	0400137 BAKER & TAYLOR BOOKS	87.04		05/31/24
1664		12/24 AP		04/25/24	0400137 BAKER & TAYLOR BOOKS	76.98		05/31/24
1664		12/24 AP		04/24/24	0400137 BAKER & TAYLOR BOOKS	331.93		05/31/24
1664		12/24 AP		04/23/24	0400137 BAKER & TAYLOR BOOKS	267.45		05/31/24
1664		12/24 AP		04/22/24	0400137 BAKER & TAYLOR BOOKS	320.82		05/31/24
ACCOUNT TOTAL						3,464.27	.00	3,464.27
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS								
1665		12/24 AP		05/15/24	0400137 BAKER & TAYLOR BOOKS	41.40		05/31/24
1664		12/24 AP		05/13/24	0400137 BAKER & TAYLOR BOOKS	31.12		05/31/24
1664		12/24 AP		05/08/24	0400137 BAKER & TAYLOR BOOKS	38.99		05/31/24
1664		12/24 AP		05/06/24	0400137 BAKER & TAYLOR BOOKS	77.39		05/31/24
1664		12/24 AP		05/03/24	0400137 BAKER & TAYLOR BOOKS	18.60		05/31/24
1664		12/24 AP		05/01/24	0400145 CENTER POINT LARGE PRINT	49.14		05/31/24
1664		12/24 AP		04/25/24	0400137 BAKER & TAYLOR BOOKS	149.70		05/31/24
1664		12/24 AP		04/22/24	0400137 BAKER & TAYLOR BOOKS	18.00		05/31/24
ACCOUNT TOTAL						424.34	.00	424.34
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO								

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FUND 101 GENERAL FUND											
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued					
1665				12/24 AP 05/20/24	0400137	BAKER & TAYLOR BOOKS	25.84		05/31/24		
				ADULT CD BOOKS							
1664				12/24 AP 05/08/24	0400137	BAKER & TAYLOR BOOKS	38.48		05/31/24		
				ADULT CD BOOKS							
1664				12/24 AP 05/06/24	0400137	BAKER & TAYLOR BOOKS	115.48		05/31/24		
				ADULT CD BOOKS							
1664				12/24 AP 05/03/24	0400137	BAKER & TAYLOR BOOKS	30.79		05/31/24		
				ADULT CD BOOKS							
1664				12/24 AP 04/22/24	0400137	BAKER & TAYLOR BOOKS	19.25		05/31/24		
				ADULT CD BOOKS							
1664				12/24 AP 04/18/24	0400154	MIDWEST TAPE, LLC	11.99		05/31/24		
				ADULT CD MUSIC							
				ACCOUNT TOTAL			241.83	.00	241.83		
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
1664				12/24 AP 05/06/24	0400138	BAKER & TAYLOR ENTERTAINMENT	20.99		05/31/24		
				ADULT VIDEOS							
1664				12/24 AP 04/29/24	0400138	BAKER & TAYLOR ENTERTAINMENT	28.68		05/31/24		
				ADULT VIDEOS							
1664				12/24 AP 04/26/24	0400154	MIDWEST TAPE, LLC	200.96		05/31/24		
				ADULT VIDEOS							
1664				12/24 AP 04/22/24	0400138	BAKER & TAYLOR ENTERTAINMENT	43.37		05/31/24		
				ADULT VIDEOS							
				ACCOUNT TOTAL			294.00	.00	294.00		
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
1665				12/24 AP 06/01/24	0400152	JO-ANN STORES, LLC	1,500.00		05/31/24		
				CREATIVEBUG FY4 RENEWAL 06/24-05/25							
1665				12/24 AP 05/15/24	0400153	KANOPY, INC.	1,200.00		05/31/24		
				KANOPY PLUS FAVORITES & SERIES 1 YEAR SUB.							
				ACCOUNT TOTAL			2,700.00	.00	2,700.00		
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS											
1664				12/24 AP 05/05/24	0400155	NEW YORK TIMES	780.00		05/31/24		
				NEW YORK TIMES SUB. 5/5/24-5/3/25							
				ACCOUNT TOTAL			780.00	.00	780.00		
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS											
1665				12/24 AP 05/14/24	0400157	OUR IOWA MAGAZINE	24.98		05/31/24		
				OUR IA FY24 SUBSCRIPTION							
				ACCOUNT TOTAL			24.98	.00	24.98		

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FUND 101 GENERAL FUND										
101-1061-423.89-35						MISCELLANEOUS SERVICES / YOUTH AUDIO				
1664				12/24 AP 04/26/24	0400159	PLAYAWAY PRODUCTS	198.71			05/31/24
						YOUTH PLAYAWAYS				
						ACCOUNT TOTAL	198.71	.00	198.71	
101-1061-423.89-36						MISCELLANEOUS SERVICES / YOUTH VIDEO				
1664				12/24 AP 04/18/24	0400154	MIDWEST TAPE, LLC	36.74			05/31/24
						YOUTH VIDEOS				
						ACCOUNT TOTAL	36.74	.00	36.74	
101-1061-423.89-37						MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO				
1664				12/24 AP 05/03/24	0400137	BAKER & TAYLOR BOOKS	21.99			05/31/24
						YOUNG ADULT CD BOOKS				
1664				12/24 AP 04/26/24	0400159	PLAYAWAY PRODUCTS	247.46			05/31/24
						YOUNG ADULT PLAYAWAYS				
						ACCOUNT TOTAL	269.45	.00	269.45	
101-1061-423.89-42						MISCELLANEOUS SERVICES / ADULT E-MATERIALS				
1665				12/24 AP 05/21/24	0400158	OVERDRIVE, INC.	246.77			05/31/24
						ADULT E-BOOKS				
1665				12/24 AP 05/21/24	0400158	OVERDRIVE, INC.	212.73			05/31/24
						ADULT AUDIO BOOKS				
1665				12/24 AP 05/17/24	0400158	OVERDRIVE, INC.	301.92			05/31/24
						ADULT E-BOOKS				
1665				12/24 AP 05/17/24	0400158	OVERDRIVE, INC.	244.99			05/31/24
						ADULT AUDIO BOOKS				
1665				12/24 AP 05/17/24	0400158	OVERDRIVE, INC.	82.09			05/31/24
						ADULT E-BOOKS				
1665				12/24 AP 05/17/24	0400158	OVERDRIVE, INC.	89.92			05/31/24
						ADULT AUDIO BOOKS				
1665				12/24 AP 05/14/24	0400158	OVERDRIVE, INC.	174.28			05/31/24
						ADULT E-BOOKS				
1665				12/24 AP 05/14/24	0400158	OVERDRIVE, INC.	69.99			05/31/24
						ADULT AUDIO BOOKS				
1664				12/24 AP 05/13/24	0400158	OVERDRIVE, INC.	305.95			05/31/24
						ADULT E-BOOKS				
1664				12/24 AP 05/13/24	0400158	OVERDRIVE, INC.	734.12			05/31/24
						ADULT AUDIO BOOKS				
1664				12/24 AP 05/08/24	0400153	KANOPY, INC.	4,000.00			05/31/24
						KANOPY FILM DATABASE DEPOSIT				
1664				12/24 AP 05/07/24	0400158	OVERDRIVE, INC.	154.28			05/31/24
						ADULT E-BOOKS				
1664				12/24 AP 05/07/24	0400158	OVERDRIVE, INC.	177.74			05/31/24
						ADULT AUDIO BOOKS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
1664		12/24 AP		05/06/24	0400158	OVERDRIVE, INC.	285.99		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		05/06/24	0400158	OVERDRIVE, INC.	323.73		05/31/24	
						ADULT AUDIO BOOKS				
1664		12/24 AP		05/06/24	0400158	OVERDRIVE, INC.	150.00		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		05/02/24	0400158	OVERDRIVE, INC.	27.50		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		05/02/24	0400158	OVERDRIVE, INC.	437.25		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		05/02/24	0400158	OVERDRIVE, INC.	237.98		05/31/24	
						ADULT AUDIO BOOKS				
1664		12/24 AP		04/30/24	0400158	OVERDRIVE, INC.	138.49		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		04/23/24	0400158	OVERDRIVE, INC.	145.87		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		04/23/24	0400158	OVERDRIVE, INC.	258.43		05/31/24	
						ADULT AUDIO BOOKS				
1664		12/24 AP		04/23/24	0400158	OVERDRIVE, INC.	225.00		05/31/24	
						ADULT E-BOOKS				
1664		12/24 AP		04/23/24	0400158	OVERDRIVE, INC.	192.49		05/31/24	
						ADULT AUDIO BOOKS				
1665		12/24 AP		04/11/24	0400158	OVERDRIVE, INC.	5,000.00		05/31/24	
						E-MAGAZINES				
						ACCOUNT TOTAL	14,217.51	.00	14,217.51	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
1664		12/24 AP		04/30/24	0400158	OVERDRIVE, INC.	320.47		05/31/24	
						YOUNG ADULT E-BOOKS				
1664		12/24 AP		04/30/24	0400158	OVERDRIVE, INC.	421.92		05/31/24	
						YOUNG ADULT AUDIO BOOKS				
						ACCOUNT TOTAL	742.39	.00	742.39	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
1664		12/24 AP		05/07/24	0400158	OVERDRIVE, INC.	474.48		05/31/24	
						YOUTH E-BOOKS				
1664		12/24 AP		05/07/24	0400158	OVERDRIVE, INC.	228.22		05/31/24	
						YOUTH AUDIO BOOKS				
1664		12/24 AP		05/06/24	0400158	OVERDRIVE, INC.	595.75		05/31/24	
						YOUTH E-BOOKS				
1664		12/24 AP		05/06/24	0400158	OVERDRIVE, INC.	232.56		05/31/24	
						YOUTH AUDIO BOOKS				
						ACCOUNT TOTAL	1,531.01	.00	1,531.01	

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FUND 101 GENERAL FUND									
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
2044				12/24 AP 05/22/24	0400183	GAINES, RON WASHINGTON DC	20.90		06/10/24
						RMB:MEAL-INRCOG CONF.			
						ACCOUNT TOTAL	20.90	.00	20.90
101-1158-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
2044				12/24 AP 05/22/24	0400188	LAUDICK, DANIEL WASHINGTON DC	48.11		06/10/24
						RMB:MEALS-INRCOG CONF.			
						ACCOUNT TOTAL	48.11	.00	48.11
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES			
2044				12/24 AP 06/06/24	0400180	BLACK HAWK CO.RECORDER	57.00		06/10/24
						RCD:STRM.WTR.MAINT.& RPR. AGRMT.-LEARN & PLAY			
2044				12/24 AP 06/06/24	0400180	BLACK HAWK CO.RECORDER	47.00		06/10/24
						RCD:RESOLUTION #23,610 RE-ISSUE CK#400083			
2044				12/24 AP 06/06/24	0400180	BLACK HAWK CO.RECORDER	5.00		06/10/24
						RCD:RESOLUTION #23,610 RE-ISSUE CK#400083			
2044				12/24 AP 06/06/24	0400180	BLACK HAWK CO.RECORDER	5.00		06/10/24
						RCD:RESOLUTION #23,610 RE-ISSUE CK#400083			
1960				11/24 AP 05/08/24	0400083	BLACK HAWK CO.RECORDER	57.00		05/29/24
						RCD:RESOLUTION #23,613 STORMWATER MGMT-LEARN/PLA			
1960				11/24 AP 05/08/24	0400083	BLACK HAWK CO.RECORDER	47.00		05/29/24
						RCD:RESOLUTION #23,610 2 PATENTS, W.1ST PROJECT			
1960				11/24 AP 05/08/24	0400083	BLACK HAWK CO.RECORDER	5.00		05/29/24
						RCD:RESOLUTION #23,610 DEED FEE			
1960				11/24 AP 05/08/24	0400083	BLACK HAWK CO.RECORDER	5.00		05/29/24
						RCD:RESOLUTION #23,610 DEED FEE			
						ACCOUNT TOTAL	228.00	.00	228.00
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
1978				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	115.14		05/31/24
						UTILITIES THRU 05/10/24			
1879				11/24 AP 05/02/24	0007470	PROFESSIONAL SOLUTIONS	145.28		06/04/24
						APRIL CREDIT CARD FEES			
						ACCOUNT TOTAL	260.42	.00	260.42
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS			
2023				12/24 AP 05/30/24	0400171	DOLLAR GENERAL	223.48		06/06/24
						REFUND-DOLL.GEN.OVERPYMT. 1922 VALLEY PARK DRIVE			
						ACCOUNT TOTAL	223.48	.00	223.48

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									POST DT
FUND 101 GENERAL FUND									
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1879		11/24	AP	05/02/24	0007474	PROFESSIONAL SOLUTIONS	930.83		06/04/24
						APRIL CREDIT CARD FEES			
1879		11/24	AP	05/02/24	0007475	PROFESSIONAL SOLUTIONS	806.44		06/04/24
						APRIL CREDIT CARD FEES			
1879		11/24	AP	05/02/24	0007470	PROFESSIONAL SOLUTIONS	1.98		06/04/24
						APRIL CREDIT CARD FEES			
						ACCOUNT TOTAL	1,739.25	.00	1,739.25
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2044		12/24	AP	06/07/24	0400185	HOWARD, KAREN	667.00		06/10/24
						RMB:APA/AICP DUES/MEMB.			
						ACCOUNT TOTAL	667.00	.00	667.00
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
1978		11/24	AP	05/29/24	0400107	JOZSEF AND CYNTHIA GITTA	5,000.00		05/31/24
						2/2 DNPMT.RENT.CONV.INCNT 1205 W. 7TH STREET			
						ACCOUNT TOTAL	5,000.00	.00	5,000.00
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1879		11/24	AP	05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	132.83		06/04/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	132.83	.00	132.83
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2002		12/24	AP	06/03/24	0400124	HANKS, BRAYDEN	18.75		06/04/24
						UMPIRING			
2002		12/24	AP	06/03/24	0400131	MAYFIELD, ISAIAH	54.38		06/04/24
						UMPIRING			
2002		12/24	AP	06/03/24	0400121	CHRISTENSEN, LEO MICHAEL	48.75		06/04/24
						UMPIRING			
2002		12/24	AP	06/03/24	0400122	CONNOLLY, NOAH	30.00		06/04/24
						UMPIRING			
2002		12/24	AP	06/03/24	0400119	BRINKER, OWEN	37.50		06/04/24
						UMPIRING			
1960		11/24	AP	05/23/24	0400086	HANKS, BRAYDEN	67.50		05/29/24
						UMPIRING: 5/13/24-5/23/24			
1960		11/24	AP	05/23/24	0400094	SLACK, KEAGAN	43.13		05/29/24
						UMPIRING: 5/13/24-5/23/24			
1960		11/24	AP	05/23/24	0400084	CONNOLLY, NOAH	54.38		05/29/24
						UMPIRING: 5/13/24-5/23/24			
1960		11/24	AP	05/23/24	0400091	MAYFIELD, ISAIAH	97.50		05/29/24

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FUND 101 GENERAL FUND										
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued				
UMPIRING: 5/13/24-5/20/24										
ACCOUNT TOTAL							451.89	.00	451.89	
101-2253-423.85-01 UTILITIES / UTILITIES										
1978		11/24 AP		05/10/24	0400101	CEDAR FALLS UTILITIES	3,965.88			05/31/24
UTILITIES THRU 05/10/24										
ACCOUNT TOTAL							3,965.88	.00	3,965.88	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
1978		11/24 AP		05/10/24	0400101	CEDAR FALLS UTILITIES	1,049.71			05/31/24
UTILITIES THRU 05/10/24										
ACCOUNT TOTAL							1,049.71	.00	1,049.71	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2044		12/24 AP		06/05/24	0400190	MEGHAN GOERING	21.00			06/10/24
REFUND-SOFTBALL MEREDITH										
2002		12/24 AP		06/03/24	0400127	KASSIDI POOTS	21.60			06/04/24
REFUND-SWIM LESSONS MAVERICK										
2023		12/24 AP		06/03/24	0400176	SARA DEBERG	775.00			06/06/24
REFUND-BEACH HOUSE RENTAL FLOODING										
2002		12/24 AP		05/30/24	0400129	LAURA HOMEWOOD	775.00			06/04/24
REFUND-BEACH HOUSE RENTAL FLOODING										
1978		11/24 AP		05/29/24	0400105	GLEN KEITH	25.00			05/31/24
REF.-SHELTER ELECTRICITY										
1978		11/24 AP		05/28/24	0400097	ANN BRADFIELD	21.60			05/31/24
REFUND-SWIM LESSONS LILY-SESSION 1										
1978		11/24 AP		05/28/24	0400098	ANN BRADFIELD	21.60			05/31/24
REFUND-SWIM LESSONS CARVER-SESSION 1										
1978		11/24 AP		05/28/24	0400099	ANN BRADFIELD	62.00			05/31/24
REFUND-SWIM LESSONS CARVER/LILY-SESSION 2										
1978		11/24 AP		05/23/24	0400103	DIANE THOMPSON	775.00			05/31/24
REFUND-BEACH HOUSE RENTAL FLOODING										
1978		11/24 AP		05/23/24	0400108	KYMM EHLER	775.00			05/31/24
REFUND-BEACH HOUSE RENTAL FLOODING										
1978		11/24 AP		05/23/24	0400106	JESSICA NAUHZ	775.00			05/31/24
REFUND-BEACH HOUSE RENTAL FLOODING										
1978		11/24 AP		05/23/24	0400109	NICOLE SIVERTSEN	500.00			05/31/24
REFUND-SECURITY DEPOSIT BEACH HOUSE										
1978		11/24 AP		05/22/24	0400113	SARA O'BRIEN	675.00			05/31/24
REFUND-BEACH HOUSE RENTAL FLOODING										
ACCOUNT TOTAL							5,222.80	.00	5,222.80	

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FUND 101 GENERAL FUND										
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1879		11/24 AP		05/02/24	0007477	PROFESSIONAL SOLUTIONS	7.95		06/04/24	
		APRIL CREDIT CARD FEES								
1879		11/24 AP		05/02/24	0007478	PROFESSIONAL SOLUTIONS	7.95		06/04/24	
		APRIL CREDIT CARD FEES								
1879		11/24 AP		05/02/24	0007480	PROFESSIONAL SOLUTIONS	882.92		06/04/24	
		APRIL CREDIT CARD FEES								
1879		11/24 AP		05/02/24	0007471	PROFESSIONAL SOLUTIONS	769.46		06/04/24	
		APRIL CREDIT CARD FEES								
		ACCOUNT TOTAL						1,668.28	.00	1,668.28
101-2280-423.85-01 UTILITIES / UTILITIES										
1978		11/24 AP		05/10/24	0400101	CEDAR FALLS UTILITIES	570.91		05/31/24	
		UTILITIES THRU 05/10/24								
		ACCOUNT TOTAL						570.91	.00	570.91
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1960		11/24 AP		05/28/24	0400093	PICKAR, JENNIFER	250.00		05/29/24	
		REFUND-RENTAL DEPOSIT								
1960		11/24 AP		05/28/24	0400095	SUZANNE BULLARD	250.00		05/29/24	
		REFUND-RENTAL DEPOSIT								
		ACCOUNT TOTAL						500.00	.00	500.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1879		11/24 AP		05/02/24	0007472	PROFESSIONAL SOLUTIONS	141.07		06/04/24	
		APRIL CREDIT CARD FEES								
1879		11/24 AP		05/02/24	0007471	PROFESSIONAL SOLUTIONS	599.29		06/04/24	
		APRIL CREDIT CARD FEES								
		ACCOUNT TOTAL						740.36	.00	740.36
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1879		11/24 AP		05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	55.50		06/04/24	
		HEALTH INS REIMBURSEMENT								
1879		11/24 AP		05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	26.40		06/04/24	
		HEALTH INS REIMBURSEMENT								
1879		11/24 AP		05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	33.30		06/04/24	
		HEALTH INS REIMBURSEMENT								
		ACCOUNT TOTAL						115.20	.00	115.20
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										

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FUND 101 GENERAL FUND									
101-5521-1879		415.64-02		INSURANCE / HEALTH INS.		REIMBURSEMENT			continued
				11/24 AP 05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	42.87		06/04/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	42.87	.00	42.87
101-5521-1978		415.72-01		OPERATING SUPPLIES /		OPERATING SUPPLIES			
				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	86.68		05/31/24
						UTILITIES THRU 05/10/24			
						ACCOUNT TOTAL	86.68	.00	86.68
101-5521-1978		415.72-08		OPERATING SUPPLIES /		CAMERA & PHOTO EQUIPMENT			
				11/24 AP 05/10/24	0400115	U.S. CELLULAR	49.74		05/31/24
						COVERT CAMERA CELL PLAN			
						05/09-06/08/24			
2023				12/24 AP 05/10/24	0400178	U.S. CELLULAR	46.56		06/06/24
						PSS REOLINK CAMERAS			
						05/09/24-06/08/24			
2023				12/24 AP 04/10/24	0400178	U.S. CELLULAR	46.56		06/06/24
						PSS REOLINK CAMERAS			
						04/09/24-05/08/24			
						ACCOUNT TOTAL	142.86	.00	142.86
101-5521-1960		415.72-20		OPERATING SUPPLIES /		OFFICERS EQUIPMENT			
				11/24 AP 05/11/24	0400089	MADSEN, BRANDEN	175.00		05/29/24
						RMB:OPT.EQUP.-HOSTER/CUFF			
						GALLS			
1960				11/24 AP 05/10/24	0400088	JOHANNSEN, BRIAN	53.13		05/29/24
						RMB:OPT.EQUP.-RIFLE CASE			
						POWDER VALLEY			
						ACCOUNT TOTAL	228.13	.00	228.13
101-5521-2023		415.83-05		TRANSPORTATION&EDUCATION /		TRAVEL (FOOD/MILEAGE/LOD)			
				12/24 AP 05/21/24	0400179	ZIKUDA, HANNA	26.07		06/06/24
						RMB:MEALS-REPT.WRITG.TRNG			
						MARSHALLTOWN			
						ACCOUNT TOTAL	26.07	.00	26.07
101-5521-1879		415.89-15		MISCELLANEOUS SERVICES /		CREDIT CARD CHARGES			
				11/24 AP 05/02/24	0007469	PROFESSIONAL SOLUTIONS	44.65		06/04/24
						APRIL CREDIT CARD FEES			
						ACCOUNT TOTAL	44.65	.00	44.65
101-5521-1978		415.89-40		MISCELLANEOUS SERVICES /		UNIFORM ALLOWANCE			
				11/24 AP 05/21/24	0400104	FERGUSON, CLINTON	60.77		05/31/24

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FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
		RMB:UNIFORM ALLOWANCE				FANATICS.COM			
1978		11/24 AP 05/17/24		0400114		SCHWAN, KENDALL	96.25		05/31/24
		RMB:UNIFORM ALLOWANCE				SCHEELS			
1960		11/24 AP 05/16/24		0400090		MARCOTTE, MIKE	43.21		05/29/24
		RMB:UNIFORM ALLOWANCE				SCHEELS			
1960		11/24 AP 05/11/24		0400089		MADSEN, BRANDEN	14.97		05/29/24
		RMB:UNIFORM ALLOWANCE				GALLS.COM			
2002		12/24 AP 05/11/24		0400116		BECKNER, MARTIN	17.98		06/04/24
		RMB:UNIFORM ALLOWANCE				WALMART			
1960		11/24 AP 05/10/24		0400096		ZIKUDA, HANNA	154.08		05/29/24
		RMB:UNIFORM ALLOWANCE				5.11 TACTICAL			
1960		11/24 AP 05/10/24		0400088		JOHANNSEN, BRIAN	112.35		05/29/24
		RMB:UNIFORM ALLOWANCE				DICK'S SPORTING GOODS			
1960		11/24 AP 05/10/24		0400088		JOHANNSEN, BRIAN	113.84		05/29/24
		RMB:UNIFORM ALLOWANCE				NIKE			
1960		11/24 AP 05/09/24		0400081		BALTES, THOMAS	98.98		05/29/24
		RMB:UNIFORM ALLOWANCE				MERRELL			
1978		11/24 AP 04/26/24		0400104		FERGUSON, CLINTON	40.10		05/31/24
		RMB:UNIFORM ALLOWANCE				DARHORSELIONHEART.COM			
		ACCOUNT TOTAL					752.53	.00	752.53
101-6613-433.85-01 UTILITIES / UTILITIES									
1978		11/24 AP 05/10/24		0400101		CEDAR FALLS UTILITIES	433.69		05/31/24
		UTILITIES THRU 05/10/24							
		ACCOUNT TOTAL					433.69	.00	433.69
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1879		11/24 AP 05/13/24		0007463		ISOLVED BENEFIT SERVICES, INC	69.34		06/04/24
		HEALTH INS REIMBURSEMENT							
		ACCOUNT TOTAL					69.34	.00	69.34
101-6616-446.85-01 UTILITIES / UTILITIES									
1978		11/24 AP 05/10/24		0400101		CEDAR FALLS UTILITIES	2,484.97		05/31/24
		UTILITIES THRU 05/10/24							
		ACCOUNT TOTAL					2,484.97	.00	2,484.97
101-6623-423.85-01 UTILITIES / UTILITIES									
1978		11/24 AP 05/10/24		0400101		CEDAR FALLS UTILITIES	341.70		05/31/24
		UTILITIES THRU 05/10/24							
		ACCOUNT TOTAL					341.70	.00	341.70

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FUND 101 GENERAL FUND									
101-6625-432.64-02				INSURANCE / HEALTH INS. REIMBURSEMENT					
1879		11/24	AP	05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	12.13		06/04/24
				HEALTH INS REIMBURSEMENT					
				ACCOUNT TOTAL			12.13	.00	12.13
101-6625-432.81-44				PROFESSIONAL SERVICES / USGS RIVER GAUGE					
1960		11/24	AP	05/20/24	0400092	MIDAMERICAN ENERGY	10.35		05/29/24
				FINCHFORD RIVER GAUGE		04/19-05/20/24			
				ACCOUNT TOTAL			10.35	.00	10.35
101-6633-423.85-01				UTILITIES / UTILITIES					
1978		11/24	AP	05/10/24	0400101	CEDAR FALLS UTILITIES	1,321.99		05/31/24
				UTILITIES THRU 05/10/24					
				ACCOUNT TOTAL			1,321.99	.00	1,321.99
				FUND TOTAL			104,082.18	.00	104,082.18
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02				INSURANCE / HEALTH INS. REIMBURSEMENT					
1879		11/24	AP	05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	103.49		06/04/24
				HEALTH INS REIMBURSEMENT					
				ACCOUNT TOTAL			103.49	.00	103.49
206-6637-436.72-56				OPERATING SUPPLIES / FLOOD CONTROL					
1978		11/24	AP	05/10/24	0400101	CEDAR FALLS UTILITIES	133.94		05/31/24
				UTILITIES THRU 05/10/24					
				ACCOUNT TOTAL			133.94	.00	133.94
206-6637-436.85-01				UTILITIES / UTILITIES					
1978		11/24	AP	05/10/24	0400101	CEDAR FALLS UTILITIES	90.68		05/31/24
				UTILITIES THRU 05/10/24					
				ACCOUNT TOTAL			90.68	.00	90.68
206-6647-436.83-06				TRANSPORTATION&EDUCATION / EDUCATION					
2023		12/24	AP	04/11/24	0400175	R & B PRODUCTIONS	1,300.00		06/06/24
				REG: TRAFF. CTRL. -B. RILEY		PEORIA, IL; 4/29-5/1			

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									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									continued
ACCOUNT TOTAL							1,300.00	.00	1,300.00
206-6647-436.85-01 UTILITIES / UTILITIES									
1978		11/24	AP	05/10/24	0400101	CEDAR FALLS UTILITIES	733.74		05/31/24
UTILITIES THRU 05/10/24									
ACCOUNT TOTAL							733.74	.00	733.74
FUND TOTAL							2,361.85	.00	2,361.85
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
1979		12/24	AP	06/01/24	0040275	BAUCH, JAMES C	322.00		05/31/24
HAP Lewis H 062024									
1979		12/24	AP	06/01/24	0040321	RINNELS, DOUGLAS G.	850.00		05/31/24
HAP Hoffman K 062024									
1979		12/24	AP	06/01/24	0040282	CHESTNUT, SHAWN	522.00		05/31/24
HAP Chestnut N 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	290.00		05/31/24
HAP Poldberg J 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	354.00		05/31/24
HAP Nissen A 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	396.00		05/31/24
HAP Myers J 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	405.00		05/31/24
HAP Moore M 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	386.00		05/31/24
HAP Anderson B 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	400.00		05/31/24
HAP Blake M 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	69.00		05/31/24
HAP Houdek C 062024									
1979		12/24	AP	06/01/24	0040290	EXCEPTIONAL PERSONS, INC.	53.00		05/31/24
HAP Epperson M 062024									
1979		12/24	AP	06/01/24	0040294	GOLD FALLS VILLA	441.00		05/31/24
HAP Shuman J 062024									
1979		12/24	AP	06/01/24	0040292	GEELAN, JOSEPH N.	361.00		05/31/24
HAP Juhl A 062024									
1979		12/24	AP	06/01/24	0040296	GRAY, LEROY L. OR CAROLYN K.	800.00		05/31/24
HAP Mullins J 062024									
1979		12/24	AP	06/01/24	0040273	BARTELT PROPERTIES L.C.	473.00		05/31/24
HAP Woodward C 062024									
1979		12/24	AP	06/01/24	0040273	BARTELT PROPERTIES L.C.	1,050.00		05/31/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979				12/24	AP 06/01/24 0040273	HAP Avino G 062024 BARTELT PROPERTIES L.C.	541.00			05/31/24
1979				12/24	AP 06/01/24 0040329	HAP Luck L 062024 VALDIVIA, OSCAR J.	1,049.00			05/31/24
1979				12/24	AP 06/01/24 0040333	HAP Davis C 062024 WILKEN PROPERTIES, LLC	860.00			05/31/24
1979				12/24	AP 06/01/24 0040333	HAP Barfels K 062024 WILKEN PROPERTIES, LLC	405.00			05/31/24
1979				12/24	AP 06/01/24 0040333	HAP Andersen L 062024 WILKEN PROPERTIES, LLC	145.00			05/31/24
1979				12/24	AP 06/01/24 0040319	HAP Godbey J 062024 PURDY PROPERTIES, LLC	932.00			05/31/24
1979				12/24	AP 06/01/24 0040276	HAP Cummings A 062024 BETH N BROS LLC	838.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Beaman D 062024 D & J PROPERTIES	550.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Grant F 062024 D & J PROPERTIES	705.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Sumerall T 062024 D & J PROPERTIES	325.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Rogers S 062024 D & J PROPERTIES	775.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Mitchell L 062024 D & J PROPERTIES	707.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Burkhardt J 062024 D & J PROPERTIES	142.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Keys A 062024 D & J PROPERTIES	800.00			05/31/24
1979				12/24	AP 06/01/24 0040286	HAP Brunson K 062024 D & J PROPERTIES	787.00			05/31/24
1979				12/24	AP 06/01/24 0040324	HAP Terry M 062024 STANDARD FAMILY ASSIST.LIVING	275.00			05/31/24
1979				12/24	AP 06/01/24 0040279	HAP Refshauge T 062024 CEDAR APARTMENTS LLC	293.00			05/31/24
1979				12/24	AP 06/01/24 0040279	HAP Groskurth D 062024 CEDAR APARTMENTS LLC	237.00			05/31/24
1979				12/24	AP 06/01/24 0040325	HAP Becerra C 062024 SWEETING, LARRY	1,000.00			05/31/24
1979				12/24	AP 06/01/24 0040284	HAP Schumacher D 062024 CITY OF CARLSBAD	3,642.00			05/31/24
1979				12/24	AP 06/01/24 0040300	HAP Levry S 062024 HUNNY HOMES, LLC	739.00			05/31/24
1979				12/24	AP 06/01/24 0040300	HAP Lange S 062024 HUNNY HOMES, LLC	719.00			05/31/24
1979				12/24	AP 06/01/24 0040300	HAP Meyer N 062024 HUNNY HOMES, LLC	86.00			05/31/24
1979				12/24	AP 06/01/24 0040301	HAP Prior D 062024 IACE LINCOLN MHP LLC	498.00			05/31/24
						HAP Wilder S 062024				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979		12/24 AP		06/01/24	0040301	IACE LINCOLN MHP LLC	625.00		05/31/24	
		HAP Rule S 062024								
1979		12/24 AP		06/01/24	0040301	IACE LINCOLN MHP LLC	340.00		05/31/24	
		HAP Cochran S 062024								
1979		12/24 AP		06/01/24	0040301	IACE LINCOLN MHP LLC	357.00		05/31/24	
		HAP Jones T 062024								
1979		12/24 AP		06/01/24	0040332	WASSERFORT, JOAN K.	1,022.00		05/31/24	
		HAP Vasquez A 062024								
1979		12/24 AP		06/01/24	0040272	BARKER, CARMEN	800.00		05/31/24	
		HAP Nimmo J 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	49.00		05/31/24	
		HAP Powell A 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	546.00		05/31/24	
		HAP Johnson B 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	574.00		05/31/24	
		HAP Belz D 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	447.00		05/31/24	
		HAP Gray P 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	538.00		05/31/24	
		HAP Sturgeon C 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	609.00		05/31/24	
		HAP Mahler D 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	522.00		05/31/24	
		HAP Cruz Reyes M 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	542.00		05/31/24	
		HAP Siebel M 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	370.00		05/31/24	
		HAP Cannon K 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	293.00		05/31/24	
		HAP Bruns K 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	311.00		05/31/24	
		HAP Duwa C 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	490.00		05/31/24	
		HAP Kelly K 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	481.00		05/31/24	
		HAP Brown G 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	439.00		05/31/24	
		HAP Overkamp D 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	540.00		05/31/24	
		HAP Miller M 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	464.00		05/31/24	
		HAP Deck J 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	160.00		05/31/24	
		HAP Welshans D 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	540.00		05/31/24	
		HAP Lang M 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	668.00		05/31/24	
		HAP Beebe B 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	540.00		05/31/24	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
					HAP_Kressley F 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	440.00			05/31/24
					HAP_Graas A 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	219.00			05/31/24
					HAP_Delamore Jr D 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	496.00			05/31/24
					HAP_Fain S 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	514.00			05/31/24
					HAP_Schossow I 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	478.00			05/31/24
					HAP_Newson C 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	790.00			05/31/24
					HAP_Werner R 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	546.00			05/31/24
					HAP_Beck J 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	674.00			05/31/24
					HAP_Ali V 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	451.00			05/31/24
					HAP_Sheppard L 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	546.00			05/31/24
					HAP_Quackenbush K 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	244.00			05/31/24
					HAP_Fremont G 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	524.00			05/31/24
					HAP_Sandahl R 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	432.00			05/31/24
					HAP_Hanson G 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	434.00			05/31/24
					HAP_Miller E 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	447.00			05/31/24
					HAP_Hansen T 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	199.00			05/31/24
					HAP_Meier R 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	548.00			05/31/24
					HAP_Price R 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	441.00			05/31/24
					HAP_Barber D 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	540.00			05/31/24
					HAP_Richards S 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	363.00			05/31/24
					HAP_Kampman B 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	467.00			05/31/24
					HAP_Regenold S 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	540.00			05/31/24
					HAP_Kenealy E 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	546.00			05/31/24
					HAP_Schultz B 062024					
1979				12/24	AP 06/01/24 0040316	PARK @ NINE23 MANOR	426.00			05/31/24
					HAP_Williamson P 062024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	489.00		05/31/24	
		HAP Baker A 062024								
1979		12/24 AP		06/01/24	0040316	PARK @ NINE23 MANOR	276.00		05/31/24	
		HAP O'day J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	487.00		05/31/24	
		HAP Greene L 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	544.00		05/31/24	
		HAP Howe J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	445.00		05/31/24	
		HAP Hayden J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	31.00		05/31/24	
		HAP Lenz J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	385.00		05/31/24	
		HAP Shelton S 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	133.00		05/31/24	
		HAP Brown J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	191.00		05/31/24	
		HAP Garvis C 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	407.00		05/31/24	
		HAP Lewis C 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	290.00		05/31/24	
		HAP Wright S 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	431.00		05/31/24	
		HAP Wright S 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	336.00		05/31/24	
		HAP Birk J 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	336.00		05/31/24	
		HAP Ford M 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	160.00		05/31/24	
		HAP Voy M 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	120.00		05/31/24	
		HAP Friedrich D 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	458.00		05/31/24	
		HAP Lebahn B 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	477.00		05/31/24	
		HAP Strickland L 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	233.00		05/31/24	
		HAP Matthias L 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	330.00		05/31/24	
		HAP Mackie N 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	526.00		05/31/24	
		HAP Lippert R 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	509.00		05/31/24	
		HAP Stegen R 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	247.00		05/31/24	
		HAP Stock M 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	320.00		05/31/24	
		HAP Wagner K 062024								
1979		12/24 AP		06/01/24	0040328	THUNDER RIDGE SR.APARTMENTS L	594.00		05/31/24	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979				12/24	AP 06/01/24 0040330	HAP Anderson J 062024 VILLAGE I AT NINE23 APARTMENT	251.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Ford D 062024 VILLAGE I AT NINE23 APARTMENT	417.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Swartley J 062024 VILLAGE I AT NINE23 APARTMENT	533.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Ducharme T 062024 VILLAGE I AT NINE23 APARTMENT	462.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Moore D 062024 VILLAGE I AT NINE23 APARTMENT	156.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Porter J 062024 VILLAGE I AT NINE23 APARTMENT	328.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Dixon S 062024 VILLAGE I AT NINE23 APARTMENT	405.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Clark T 062024 VILLAGE I AT NINE23 APARTMENT	544.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Prior L 062024 VILLAGE I AT NINE23 APARTMENT	243.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Bradley J 062024 VILLAGE I AT NINE23 APARTMENT	531.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Henderson D 062024 VILLAGE I AT NINE23 APARTMENT	312.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Havlik C 062024 VILLAGE I AT NINE23 APARTMENT	531.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Temple S 062024 VILLAGE I AT NINE23 APARTMENT	528.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Gordon Jr. T 062024 VILLAGE I AT NINE23 APARTMENT	291.00			05/31/24
1979				12/24	AP 06/01/24 0040330	HAP Vaughn S 062024 VILLAGE I AT NINE23 APARTMENT	548.00			05/31/24
1979				12/24	AP 06/01/24 0040280	HAP Nelson B 062024 CEDAR FALLS UTILITIES-SEC.8	231.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Santiago-Lebron 873557879 CEDAR FALLS UTILITIES-SEC.8	186.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Hoffman 1928441540 CEDAR FALLS UTILITIES-SEC.8	104.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Mitchell 0876307197 CEDAR FALLS UTILITIES-SEC.8	81.00			05/31/24
1979				12/24	AP 06/01/24 0040280	BALM 4535924167 CEDAR FALLS UTILITIES-SEC.8	50.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Jurries 7681775462 CEDAR FALLS UTILITIES-SEC.8	71.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Davis 1373345676 CEDAR FALLS UTILITIES-SEC.8	73.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Mullins 9837918987 CEDAR FALLS UTILITIES-SEC.8	94.00			05/31/24
1979				12/24	AP 06/01/24 0040280	Rule 9816666531 CEDAR FALLS UTILITIES-SEC.8	221.00			05/31/24
						Tranby 7598128389				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1979		12/24 AP		06/01/24 0040280	CEDAR FALLS UTILITIES-SEC.8	80.00		05/31/24	
		Nimmo 2553475826							
1979		12/24 AP		06/01/24 0040280	CEDAR FALLS UTILITIES-SEC.8	27.00		05/31/24	
		Schumacher 6504025619							
1979		12/24 AP		06/01/24 0040280	CEDAR FALLS UTILITIES-SEC.8	128.00		05/31/24	
		Young 1995063175							
1979		12/24 AP		06/01/24 0040280	CEDAR FALLS UTILITIES-SEC.8	111.00		05/31/24	
		Brunson 8131134851							
1979		12/24 AP		06/01/24 0040309	MALBEC PROPERTIES, LLC	411.00		05/31/24	
		HAP Smith T 062024							
1979		12/24 AP		06/01/24 0040309	MALBEC PROPERTIES, LLC	544.00		05/31/24	
		HAP Tomlyanovich C 062024							
1979		12/24 AP		06/01/24 0040309	MALBEC PROPERTIES, LLC	481.00		05/31/24	
		HAP Hepker D 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	543.00		05/31/24	
		HAP Hoffert J 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	582.00		05/31/24	
		HAP Benson J 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	167.00		05/31/24	
		HAP Pellitteri A 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	541.00		05/31/24	
		HAP Hunt M 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	591.00		05/31/24	
		HAP Ackerson B 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	504.00		05/31/24	
		HAP Tovar S 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	275.00		05/31/24	
		HAP Lam C 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	897.00		05/31/24	
		HAP Dyer A 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	670.00		05/31/24	
		HAP Ricks F 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	419.00		05/31/24	
		HAP Wilson T 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	474.00		05/31/24	
		HAP Sherwood S 062024							
1979		12/24 AP		06/01/24 0040283	CHRISTOPHERSON RENTALS	121.00		05/31/24	
		HAP Hall T 062024							
1979		12/24 AP		06/01/24 0040318	PETERSEN, RANDEL	1,208.00		05/31/24	
		HAP Brown S 062024							
1979		12/24 AP		06/01/24 0040289	EPM IOWA	633.00		05/31/24	
		HAP Thompson T 062024							
1979		12/24 AP		06/01/24 0040287	DC MANAGEMENT, LLC	650.00		05/31/24	
		HAP Strickland S 062024							
1979		12/24 AP		06/01/24 0040307	KROEMER, KRAIG	750.00		05/31/24	
		HAP Chapman J 062024							
1979		12/24 AP		06/01/24 0040308	LEGACY RESIDENTIAL	374.00		05/31/24	
		HAP Ross Z 062024							
1979		12/24 AP		06/01/24 0040308	LEGACY RESIDENTIAL	85.00		05/31/24	

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					HAP Jordan L 062024					
1979				12/24	AP 06/01/24 0040314	OWL INVESTMENTS, LLC	544.00			05/31/24
					HAP Schroeder S 062024					
1979				12/24	AP 06/01/24 0040285	CRESCENT CONDOMINIUMS, LLC	465.00			05/31/24
					HAP Lohr K 062024					
1979				12/24	AP 06/01/24 0040322	ROGERS, DERICK	1,373.00			05/31/24
					HAP Santiago-Lebro 062024					
1979				12/24	AP 06/01/24 0040322	ROGERS, DERICK	757.00			05/31/24
					HAP Sherwood J 062024					
1979				12/24	AP 06/01/24 0040305	KAI, BRENT	284.00			05/31/24
					HAP Hamilton T 062024					
1979				12/24	AP 06/01/24 0040312	MORRIS, RICHARD R.	1,200.00			05/31/24
					HAP Young C 062024					
1979				12/24	AP 06/01/24 0040323	STAND FIRM PROPERTIES LLC	378.00			05/31/24
					HAP Rousseau G 062024					
1979				12/24	AP 06/01/24 0040323	STAND FIRM PROPERTIES LLC	484.00			05/31/24
					HAP Hodge G 062024					
1979				12/24	AP 06/01/24 0040335	WYMORE, LARRY R.	237.00			05/31/24
					HAP MOFFETT J 062024					
1979				12/24	AP 06/01/24 0040303	JDR PROPERTIES, INC.	215.00			05/31/24
					HAP Diaz J 062024					
1979				12/24	AP 06/01/24 0040304	JLL EXTENDED STAY INN	222.00			05/31/24
					HAP Zanders D 062024					
1979				12/24	AP 06/01/24 0040304	JLL EXTENDED STAY INN	400.00			05/31/24
					HAP Pfeiffer M 062024					
1979				12/24	AP 06/01/24 0040304	JLL EXTENDED STAY INN	462.00			05/31/24
					HAP Wester L 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	411.00			05/31/24
					HAP Billman D 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	415.00			05/31/24
					HAP Cruise B 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	483.00			05/31/24
					HAP Garrigus S 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	25.00			05/31/24
					HAP Hoodjer S 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	411.00			05/31/24
					HAP Lam K 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	414.00			05/31/24
					HAP Humphrey E 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	600.00			05/31/24
					HAP BALM D 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	145.00			05/31/24
					HAP Rogers J 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	434.00			05/31/24
					HAP Harmon A 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	714.00			05/31/24
					HAP Coleman P 062024					
1979				12/24	AP 06/01/24 0040331	VILLAGE II AT NINE23 APARTMEN	380.00			05/31/24
					HAP OBrien N 062024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	409.00		05/31/24	
		HAP Saccento J 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	514.00		05/31/24	
		HAP Harken G 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	421.00		05/31/24	
		HAP Dzapo S 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	535.00		05/31/24	
		HAP Haug K 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	509.00		05/31/24	
		HAP Loffredo C 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	583.00		05/31/24	
		HAP Willis C 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	582.00		05/31/24	
		HAP Lane S 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	478.00		05/31/24	
		HAP Wheeler S 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	105.00		05/31/24	
		HAP O'dell J 062024								
1979		12/24 AP		06/01/24	0040331	VILLAGE II AT NINE23 APARTMEN	402.00		05/31/24	
		HAP Wilson J 062024								
1979		12/24 AP		06/01/24	0040298	HOUSING AUTHORITY OF JOLIET	978.00		05/31/24	
		HAP Wilson Q 062024								
1979		12/24 AP		06/01/24	0040298	HOUSING AUTHORITY OF JOLIET	1,875.00		05/31/24	
		HAP Payne I 062024								
1979		12/24 AP		06/01/24	0040299	HOWARD, BRAD	547.00		05/31/24	
		HAP Thrower M 062024								
1979		12/24 AP		06/01/24	0040320	R & R RENTAL PROPERTIES, LLC	531.00		05/31/24	
		HAP Stewart J 062024								
1979		12/24 AP		06/01/24	0040297	HAGEDORN, JEREMIAH	830.00		05/31/24	
		HAP Gottfried L 062024								
1979		12/24 AP		06/01/24	0040297	HAGEDORN, JEREMIAH	754.00		05/31/24	
		HAP Clinton A 062024								
1979		12/24 AP		06/01/24	0040295	GOV, LLC	1,024.00		05/31/24	
		HAP Guzzle T 062024								
1979		12/24 AP		06/01/24	0040278	CARL ERICSON	806.00		05/31/24	
		HAP Leohr K 062024								
1979		12/24 AP		06/01/24	0040278	CARL ERICSON	976.00		05/31/24	
		HAP Burk B 062024								
1979		12/24 AP		06/01/24	0040278	CARL ERICSON	697.00		05/31/24	
		HAP Cooper L 062024								
1979		12/24 AP		06/01/24	0040334	WINGERT, BRIAN	535.00		05/31/24	
		HAP Holden K 062024								
1979		12/24 AP		06/01/24	0040313	OAKVIEW PROPERTIES LLC	1,000.00		05/31/24	
		HAP Jurries P 062024								
1979		12/24 AP		06/01/24	0040281	CEDAR VALLEY LIVING LLC	251.00		05/31/24	
		HAP White L 062024								
1979		12/24 AP		06/01/24	0040281	CEDAR VALLEY LIVING LLC	254.00		05/31/24	
		HAP Bachman K 062024								
1979		12/24 AP		06/01/24	0040327	THIRD AVE PLACE LLC	748.00		05/31/24	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1979				12/24	AP 06/01/24 0040306	KELLY PROPERTY INVESTMENTS LL	240.00			05/31/24
1979				12/24	AP 06/01/24 0040311	MCKERNAN, PAMELA	448.00			05/31/24
1979				12/24	AP 06/01/24 0040310	MCH INVESTMENTS LLC	527.00			05/31/24
1979				12/24	AP 06/01/24 0040310	MCH INVESTMENTS LLC	461.00			05/31/24
1979				12/24	AP 06/01/24 0040317	PAULSON, JAMES	296.00			05/31/24
1979				12/24	AP 06/01/24 0040288	ELMCREST ESTATES, L.C.	524.00			05/31/24
1979				12/24	AP 06/01/24 0040291	G P MANAGEMENT LLC	391.00			05/31/24
1979				12/24	AP 06/01/24 0040326	T.J.J.C. L.L.C.	264.00			05/31/24
1979				12/24	AP 06/01/24 0040326	T.J.J.C. L.L.C.	433.00			05/31/24
1979				12/24	AP 06/01/24 0040326	T.J.J.C. L.L.C.	411.00			05/31/24
1979				12/24	AP 06/01/24 0040326	T.J.J.C. L.L.C.	339.00			05/31/24
1979				12/24	AP 06/01/24 0040326	T.J.J.C. L.L.C.	202.00			05/31/24
1979				12/24	AP 06/01/24 0040293	GERDES III, BENJAMIN P.	1,600.00			05/31/24
1979				12/24	AP 06/01/24 0040293	GERDES III, BENJAMIN P.	286.00			05/31/24
1979				12/24	AP 06/01/24 0040293	GERDES III, BENJAMIN P.	109.00			05/31/24
1979				12/24	AP 06/01/24 0040293	GERDES III, BENJAMIN P.	1,080.00			05/31/24
1979				12/24	AP 06/01/24 0040302	J & A PROPERTIES	788.00			05/31/24
1979				12/24	AP 06/01/24 0040274	BARTELT RENTALS L.C.	873.00			05/31/24
1979				12/24	AP 06/01/24 0040274	BARTELT RENTALS L.C.	914.00			05/31/24
1979				12/24	AP 06/01/24 0040274	BARTELT RENTALS L.C.	527.00			05/31/24
1979				12/24	AP 06/01/24 0040277	C & H HOLDINGS LLC	673.00			05/31/24
2044				12/24	AP 06/01/24 0040337	ROGERS, DERICK	1,373.00			06/10/24
2044				12/24	AP 06/01/24 0040337	ROGERS, DERICK	757.00			06/10/24
ACCOUNT TOTAL							116,319.00	.00		116,319.00

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS									
1979				12/24	AP 06/01/24 0040284	CITY OF CARLSBAD	58.78		05/31/24
					AF_Levry S 062024				
1979				12/24	AP 06/01/24 0040298	HOUSING AUTHORITY OF JOLIET	48.79		05/31/24
					AF_Wilson Q 062024				
1979				12/24	AP 06/01/24 0040298	HOUSING AUTHORITY OF JOLIET	48.79		05/31/24
					AF_Payne I 062024				
					ACCOUNT TOTAL		156.36	.00	156.36
					FUND TOTAL		116,475.36	.00	116,475.36
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	27.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	STRM.SEW.EASE.-DABNEY			
					PROJECT#: 023271				
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	32.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.CONST.EASE.-DABNEY			
					PROJECT#: 023271				
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	22.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	STRM.SEW.EASE-MAUGHAN EST			
					PROJECT#: 023271				
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	32.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.CONST.EASE.-CORPMAN			
					PROJECT#: 023271				
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	32.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.CONST.EASE.-GRECO			
					PROJECT#: 023271				
2044				12/24	AP 06/06/24 0400181	BLACK HAWK CO.RECORDER	27.00		06/10/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.CONST.EASE.-SHOFF			
					PROJECT#: 023271				
2023				12/24	AP 06/05/24 0400172	GREGORY & JAYNE GRECO	3,616.27		06/06/24
					3271-PARCEL#226-N.CDR.HGT	RECON.PH.II-TEMP.EASEMENT			
					PROJECT#: 023271				
2023				12/24	AP 06/05/24 0400168	BLACK HAWK CO.TREASURER	96.23		06/06/24
					PRO-RATED TAXES-GRECO	2424 WOODLAND DRIVE			
					PROJECT#: 023271				
2023				12/24	AP 06/05/24 0400166	BLACK HAWK CO.RECORDER	4.80		06/06/24
					TRANSFER TAX-GRECO	2424 WOODLAND DRIVE			
					PROJECT#: 023271				
2023				12/24	AP 06/05/24 0400174	JON & CAROL REESE	2,237.15		06/06/24
					3271-PARCEL#220-N.CDR.HGT	RECON.PHII-TEMP/PERM.EASE			
					PROJECT#: 023271				
2023				12/24	AP 06/05/24 0400173	JAMES & LAURINDA YOUNG	2,237.15		06/06/24
					3271-PARCEL#220-N.CDR.HGT	RECON.PHII-TEMP/PERM.EASE			

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FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON						continued			
PROJECT#: 023271									
2023		12/24 AP		06/05/24	0400169	BLACK HAWK CO.TREASURER REESE/YOUNG	5.70		06/06/24
PROJECT#: 023271									
2023		12/24 AP		06/05/24	0400167	BLACK HAWK CO.RECORDER REESE/YOUNG	.80		06/06/24
PROJECT#: 023271									
2002		12/24 AP		06/04/24	0400125	JAMES & LAURINDA YOUNG 3271-PARCEL#219-N.CDR.HGT PERM.EASEMT./TREE REMOVAL	6,760.00		06/04/24
PROJECT#: 023271									
2002		12/24 AP		06/04/24	0400130	LEONARD & MAUREEN CORPMAN 3271-PARCEL#225-N.CDR.HGT RECON.-TEMP.EASEMENT	1,582.50		06/04/24
PROJECT#: 023271									
2002		12/24 AP		06/04/24	0400118	BLACK HAWK CO.TREASURER 2418 WOODLAND DRIVE	52.50		06/04/24
PROJECT#: 023271									
2002		12/24 AP		06/04/24	0400117	BLACK HAWK CO.RECORDER 2418 WOODLAND DRIVE	1.60		06/04/24
PROJECT#: 023271									
1978		11/24 AP		05/30/24	0400112	RUSSELL & VICKI DABNEY 3271-PARCEL#221-N.CDR.HGT RECON.-TEMP./PERM.EASEMT.	920.00		05/31/24
PROJECT#: 023271									
1960		11/24 AP		05/23/24	0400087	JERRY SHOFF & MARTHA SHOFF 3271-PARCEL#228-N.CDR.HGT TEMPORAY EASEMENT	480.00		05/29/24
PROJECT#: 023271									
ACCOUNT TOTAL							18,166.70	.00	18,166.70
FUND TOTAL							18,166.70	.00	18,166.70
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1879		11/24 AP		05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	44.64		06/04/24
ACCOUNT TOTAL							44.64	.00	44.64
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2044		12/24 AP		06/06/24	0400193	SIMPSON, MARK CF SOFTBALL-LINN-MAR ANNOUNCER	125.00		06/10/24
PROJECT#: 759									
2044		12/24 AP		06/06/24	0400186	JOACHIM, JOHN D CF SOFTBALL-LINN-MAR ANNOUNCER	100.00		06/10/24
PROJECT#: 759									
2044		12/24 AP		06/06/24	0400182	DEWITT, JASON CF SOFTBALL-LINN-MAR CAMERA OPERATOR	100.00		06/10/24

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
2044		12/24	AP	06/06/24	0400195	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			06/10/24
PROJECT#: 759										
2044		12/24	AP	06/06/24	0400194	STOW, CHRISTIAN CAMERA OPERATOR	100.00			06/10/24
PROJECT#: 759										
2044		12/24	AP	06/06/24	0400187	KRESS, AGNES M CAMERA OPERATOR	100.00			06/10/24
PROJECT#: 759										
2044		12/24	AP	06/06/24	0400191	OLSEN, DANIEL P CAMERA OPERATOR	100.00			06/10/24
PROJECT#: 759										
2002		12/24	AP	05/31/24	0400132	SIMPSON, MARK ANNOUNCER	125.00			06/04/24
PROJECT#: 759										
2002		12/24	AP	05/31/24	0400126	JOACHIM, JOHN D ANNOUNCER	100.00			06/04/24
PROJECT#: 759										
2002		12/24	AP	05/31/24	0400123	DEWITT, JASON CAMERA OPERATOR	100.00			06/04/24
PROJECT#: 759										
2002		12/24	AP	05/31/24	0400133	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			06/04/24
PROJECT#: 759										
2002		12/24	AP	05/31/24	0400128	KRESS, AGNES M CAMERA OPERATOR	100.00			06/04/24
PROJECT#: 759										
1960		11/24	AP	05/26/24	0400085	DEWITT, JASON CAMERA	125.00			05/29/24
ACCOUNT TOTAL							1,375.00	.00	1,375.00	
FUND TOTAL							1,419.64	.00	1,419.64	
FUND 258 PARKING FUND										
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1879		11/24	AP	05/02/24	0007466	PROFESSIONAL SOLUTIONS	260.92			06/04/24
APRIL CREDIT CARD FEES										
1879		11/24	AP	05/02/24	0007467	PROFESSIONAL SOLUTIONS	54.73			06/04/24
APRIL CREDIT CARD FEES										
1879		11/24	AP	05/02/24	0007468	PROFESSIONAL SOLUTIONS	290.04			06/04/24
APRIL CREDIT CARD FEES										
1879		11/24	AP	05/02/24	0007469	PROFESSIONAL SOLUTIONS	4.76			06/04/24
APRIL CREDIT CARD FEES										
1879		11/24	AP	05/02/24	0007470	PROFESSIONAL SOLUTIONS	41.50			06/04/24
APRIL CREDIT CARD FEES										

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FUND 258 PARKING FUND									
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES							continued		
ACCOUNT TOTAL							651.95	.00	651.95
FUND TOTAL							651.95	.00	651.95
FUND 261 TOURISM & VISITORS									
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1879		11/24	AP	05/02/24	0007473	PROFESSIONAL SOLUTIONS	37.31		06/04/24
APRIL CREDIT CARD FEES									
ACCOUNT TOTAL							37.31	.00	37.31
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1978		11/24	AP	05/04/24	0400110	PICKAR, JENNIFER	14.96		05/31/24
RMB:PANTHERS ON PARADE SUPPLIES									
PROJECT#: 032372									
ACCOUNT TOTAL							14.96	.00	14.96
FUND TOTAL							52.27	.00	52.27
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1944		12/24	AP	05/16/24	0400156	OFFICE EXPRESS OFFICE PRODUCT	37.99		05/31/24
LETTER-SIZE BOX OF PAPER									
ACCOUNT TOTAL							37.99	.00	37.99
262-1092-423.85-01 UTILITIES / UTILITIES									
1666		12/24	AP	05/05/24	0400144	CEDAR FALLS UTILITIES	551.51		05/31/24
COMMUNITY CENTR UTILITIES									
ACCOUNT TOTAL							551.51	.00	551.51
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1666		12/24	AP	05/10/24	0400141	BLACKHAWK SPRINKLERS, INC.	1,800.00		05/31/24
PIV REPLACEMENT WORK (VALVE REP.)									
1944		12/24	AP	05/10/24	0400139	BENTON'S READY MIX CONCRETE,	193.28		05/31/24
CEMENT (VALVE REP.)									
1666		12/24	AP	05/08/24	0400139	BENTON'S READY MIX CONCRETE,	143.44		05/31/24
CONCRETE (VALVE REP.)									
1666		12/24	AP	05/07/24	0400139	BENTON'S READY MIX CONCRETE,	293.28		05/31/24

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
1666				12/24	AP 05/07/24 0400140	CONCRETE (VALVE REP.) BLACK HAWK RENTAL	21.82		05/31/24	
1666				12/24	AP 05/06/24 0400151	CONCRETE BUGGY RENTAL (VALVE REP.) IOWA WALL SAWING SERVICE	64.00		05/31/24	
1666				12/24	AP 05/03/24 0400139	CONCRETE CUTTING WORK (VALVE REP.) BENTON'S READY MIX CONCRETE,	149.96		05/31/24	
1666				12/24	AP 05/02/24 0400165	CONCRETE (VALVE REP.) WHITE CAP, LP	99.88		05/31/24	
1666				12/24	AP 05/01/24 0400139	PIPE BOLLARD TOP GARD (VALVE REP.) BENTON'S READY MIX CONCRETE,	175.16		05/31/24	
1666				12/24	AP 05/01/24 0400140	CONCRETE (VALVE REP.) BLACK HAWK RENTAL	12.84		05/31/24	
1666				12/24	AP 05/01/24 0400163	CONCRETE BUGGY RENTAL (VALVE REP.) ULINE, INC.	19.69		05/31/24	
						REFLECTIVE BOLLARD SLEEVE (VALVE REP.)				
						ACCOUNT TOTAL	2,973.35	.00	2,973.35	
262-1092-423.87-01 RENTALS / RENTALS										
2023				12/24	AP 05/22/24 0400177	REFUND-SECURITY DEPOSIT SARA GEIGER	250.00		06/06/24	
2023				12/24	AP 05/22/24 0400170	REFUND-SECURITY DEPOSIT CHRISTY WEBER	250.00		06/06/24	
						ACCOUNT TOTAL	500.00	.00	500.00	
						FUND TOTAL	4,062.85	.00	4,062.85	
FUND 291 POLICE FORFEITURE FUND										
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
1978				11/24	AP 05/29/24 0400100	BLACK HAWK CO.ATTORNEY	80.10		05/31/24	
1978				11/24	AP 05/29/24 0400111	S. JOHNSON FORFEITURE PROSECUTING ATTORNEYS	80.10		05/31/24	
						ACCOUNT TOTAL	160.20	.00	160.20	
						FUND TOTAL	160.20	.00	160.20	

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FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	450.00		06/04/24
						WORKER COMP-POLICE ADMIN			
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	372.77		06/04/24
						WORKER COMP-POLICE CLAIM			
						ACCOUNT TOTAL	822.77	.00	822.77
						FUND TOTAL	822.77	.00	822.77
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	225.00		06/04/24
						WORKER COMP-FIRE ADMIN			
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	2,010.35		06/04/24
						WORKER COMP-FIRE CLAIM			
						ACCOUNT TOTAL	2,235.35	.00	2,235.35
						FUND TOTAL	2,235.35	.00	2,235.35
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
2044		12/24	AP	06/06/24	0400180	BLACK HAWK CO.RECORDER	12.00		06/10/24
						RCD:RESOLUTION #23,606			
						PROJECT#: 023198			
2044		12/24	AP	06/06/24	0400180	BLACK HAWK CO.RECORDER	17.00		06/10/24
						RCD:RESOLUTION #23,606			
						PROJECT#: 023198			
2044		12/24	AP	06/06/24	0400180	BLACK HAWK CO.RECORDER	5.00		06/10/24
						RCD:RESOLUTION #23,606			
						PROJECT#: 023198			
2044		12/24	AP	06/06/24	0400180	BLACK HAWK CO.RECORDER	12.00		06/10/24
						RCD:RESOLUTION #23,606			
						PROJECT#: 023198			
2044		12/24	AP	06/06/24	0400180	BLACK HAWK CO.RECORDER	27.00		06/10/24
						RCD:RESOLUTION #23,606			
						PROJECT#: 023198			
1960		11/24	AP	05/08/24	0400083	BLACK HAWK CO.RECORDER	62.00		05/29/24

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FUND 404 FEMA									
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS			continued
						RCD:RESOLUTION #23,606			WARRANTY DEED/AFFIDAVITS
						PROJECT#: 023198			
1960				11/24 AP 05/08/24	0400083	BLACK HAWK CO.RECORDER	5.00		05/29/24
						RCD:RESOLUTION #23,606			DEED FEE
						PROJECT#: 023198			
						ACCOUNT TOTAL	140.00	.00	140.00
						FUND TOTAL	140.00	.00	140.00
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 TIF BOND									
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ			
1978				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	36.25		05/31/24
						UTILITIES THRU 05/10/24			
						ACCOUNT TOTAL	36.25	.00	36.25
						FUND TOTAL	36.25	.00	36.25
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-23						CAPITAL PROJECTS / PROPERTY BUYOUTS			
1978				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	123.34		05/31/24
						UTILITIES THRU 05/10/24			
						ACCOUNT TOTAL	123.34	.00	123.34
443-1220-431.94-33						CAPITAL PROJECTS / PROPERTY ACQUISITION			
1978				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	130.67		05/31/24
						UTILITIES THRU 05/10/24			
						ACCOUNT TOTAL	130.67	.00	130.67

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FUND 443 CAPITAL PROJECTS								
FUND TOTAL						254.01	.00	254.01
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2018 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								
1879		11/24 AP		05/08/24	0007457 IOWA DEPT.OF REVENUE	213.25		06/04/24
					MONTHLY SALES TAX COMMERCIAL GARBAGE A/R			
ACCOUNT TOTAL						213.25	.00	213.25
551-6685-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
2023		12/24 AP		05/10/24	0400178 U.S. CELLULAR	166.80		06/06/24
					SECURITY CAMERA-RECYCLING 05/09/24-06/08/24			
2023		12/24 AP		04/10/24	0400178 U.S. CELLULAR	232.80		06/06/24
					SECURITY CAMERA-RECYCLING 04/09/24-05/08/24			
ACCOUNT TOTAL						399.60	.00	399.60
551-6685-436.85-01 UTILITIES / UTILITIES								
1978		11/24 AP		05/10/24	0400101 CEDAR FALLS UTILITIES	1,022.16		05/31/24
					UTILITIES THRU 05/10/24			
ACCOUNT TOTAL						1,022.16	.00	1,022.16
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
1960		11/24 AP		05/15/24	0400082 BLACK HAWK CO.LANDFILL	23,279.52		05/29/24
					LANDFILL SRV:4/30-5/15/24			
ACCOUNT TOTAL						23,279.52	.00	23,279.52
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
1879		11/24 AP		05/08/24	0007457 IOWA DEPT.OF REVENUE	189.33		06/04/24
					MONTHLY SALES TAX COMMERCIAL GARBAGE			
ACCOUNT TOTAL						189.33	.00	189.33

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 551 REFUSE FUND											
551-6685-436.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES					
1879		11/24 AP		05/02/24	0007476	PROFESSIONAL SOLUTIONS	457.97			06/04/24	
						APRIL CREDIT CARD FEES					
1879		11/24 AP		05/02/24	0007470	PROFESSIONAL SOLUTIONS	36.36			06/04/24	
						APRIL CREDIT CARD FEES					
						ACCOUNT TOTAL	494.33	.00	494.33		
						FUND TOTAL	25,598.19	.00	25,598.19		
FUND 552 SEWER RENTAL FUND											
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT					
1879		11/24 AP		05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	174.16			06/04/24	
						HEALTH INS REIMBURSEMENT					
						ACCOUNT TOTAL	174.16	.00	174.16		
552-6665-436.85-01						UTILITIES / UTILITIES					
1978		11/24 AP		05/10/24	0400101	CEDAR FALLS UTILITIES	3,964.62			05/31/24	
						UTILITIES THRU 05/10/24					
						ACCOUNT TOTAL	3,964.62	.00	3,964.62		
552-6665-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL					
1960		11/24 AP		05/15/24	0400082	BLACK HAWK CO.LANDFILL	260.58			05/29/24	
						LANDFILL SRV:4/30-5/15/24					
						ACCOUNT TOTAL	260.58	.00	260.58		
552-6665-436.89-04						MISCELLANEOUS SERVICES / SALES TAX					
1879		11/24 AP		05/08/24	0007457	IOWA DEPT.OF REVENUE	9,796.20			06/04/24	
						MONTHLY SALES TAX					
						ACCOUNT TOTAL	9,796.20	.00	9,796.20		
						FUND TOTAL	14,195.56	.00	14,195.56		
FUND 553 2004 SEWER BOND											

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FUND 555 STORM WATER UTILITY									
555-6630-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1879				11/24 AP 05/13/24	0007463	ISOLVED BENEFIT SERVICES, INC	63.35		06/04/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	63.35	.00	63.35
555-6630-432.85-01 UTILITIES / UTILITIES									
1978				11/24 AP 05/10/24	0400101	CEDAR FALLS UTILITIES	49.18		05/31/24
						UTILITIES THRU 05/10/24			
						ACCOUNT TOTAL	49.18	.00	49.18
						FUND TOTAL	112.53	.00	112.53
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43						PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES			
2002				12/24 AP 05/10/24	0400120	CEDAR FALLS UTILITIES	10.00		06/04/24
						LIBRARY DOMAIN NAME			
						STATIC IP ADDRESS			
						ACCOUNT TOTAL	10.00	.00	10.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2002				12/24 AP 05/19/24	0400135	VERIZON WIRELESS	1,120.96		06/04/24
						WIRELESS SRV:5/20-6/19/24			
2002				12/24 AP 05/06/24	0400134	U.S. CELLULAR	3,940.12		06/04/24
						WIRELESS SRV:5/6-6/5/24			
						ACCOUNT TOTAL	5,061.08	.00	5,061.08
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
2002				12/24 AP 05/10/24	0400120	CEDAR FALLS UTILITIES	3,257.50		06/04/24
						FIBER POINT:4/11-5/10/24			
						ACCOUNT TOTAL	3,257.50	.00	3,257.50
						FUND TOTAL	8,328.58	.00	8,328.58

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FUND 680 HEALTH INSURANCE FUND											
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE											
1879		11/24	AP	05/31/24	0007492	WELLMARK IOWA	47,285.46		06/04/24		
		HEALTH CLAIMS PROCESSING									
1879		11/24	AP	05/28/24	0007452	EXPRESS SCRIPTS, INC.	64,764.89		06/04/24		
		RX CLAIMS PROCESSING									
1879		11/24	AP	05/24/24	0007491	WELLMARK IOWA	56,834.41		06/04/24		
		HEALTH CLAIMS PROCESSING									
1879		11/24	AP	05/24/24	0007493	WEX HEALTH, INC.	125.40		06/04/24		
		COBRA MONTHLY ADMIN FEE									
1879		11/24	AP	05/20/24	0007451	EXPRESS SCRIPTS, INC.	16,786.01		06/04/24		
		RX CLAIMS PROCESSING									
1879		11/24	AP	05/17/24	0007490	WELLMARK IOWA	42,717.30		06/04/24		
		HEALTH CLAIMS PROCESSING									
1879		11/24	AP	05/13/24	0007450	EXPRESS SCRIPTS, INC.	11,030.13		06/04/24		
		RX CLAIMS PROCESSING									
1879		11/24	AP	05/10/24	0007489	WELLMARK IOWA	64,954.19		06/04/24		
		HEALTH CLAIMS PROCESSING									
1879		11/24	AP	05/06/24	0007449	EXPRESS SCRIPTS, INC.	12,629.95		06/04/24		
		RX CLAIMS PROCESSING									
1879		11/24	AP	05/03/24	0007488	WELLMARK IOWA	65,914.50		06/04/24		
		HEALTH CLAIMS PROCESSING									
1879		11/24	AP	05/01/24	0007487	WELLMARK IOWA	117,555.33		06/04/24		
		HEALTH CLAIMS PROCESSING									
		ACCOUNT TOTAL						500,597.57	.00	500,597.57	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE											
1879		11/24	AP	05/02/24	0007447	DELTA DENTAL OF IOWA	8,366.90		06/04/24		
		MAY 2024 DENTAL									
		ACCOUNT TOTAL						8,366.90	.00	8,366.90	
		FUND TOTAL						508,964.47	.00	508,964.47	
FUND 681 HEALTH SEVERANCE											
FUND 682 HEALTH INSURANCE - FIRE											
FUND 685 VEHICLE MAINTENANCE FUND											
FUND 686 PAYROLL FUND											
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES											
1879		11/24	AP	05/31/24	0007483	UNITED STATES TREASURY	71,531.99		06/04/24		
		FEDERAL WITHHOLDING TAX									
1879		11/24	AP	05/17/24	0007482	UNITED STATES TREASURY	68,246.83		06/04/24		
		FEDERAL WITHHOLDING									
1879		11/24	AP	05/06/24	0007481	UNITED STATES TREASURY	69,785.03		06/04/24		
		FEDERAL WITHHOLDING TAX									
		ACCOUNT TOTAL						209,563.85	.00	209,563.85	

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FUND 686 PAYROLL FUND										
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
1879		11/24 AP		05/20/24	0007459	IOWA DEPT.OF REVENUE	27,854.41			06/04/24
						STATE WITHHOLDING TAX				05/17/24 PAYROLL
1879		11/24 AP		05/06/24	0007458	IOWA DEPT.OF REVENUE	28,324.60			06/04/24
						STATE WITHHOLDING TAX				05/03/24 PAYROLL
						ACCOUNT TOTAL	56,179.01	.00		56,179.01
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1879		11/24 AP		05/31/24	0007483	UNITED STATES TREASURY	89,478.10			06/04/24
						SS & MQGE/MEDICARE TAX				05/31/24 PAYROLL
1879		11/24 AP		05/17/24	0007482	UNITED STATES TREASURY	85,585.14			06/04/24
						SS & MQGE/MEDICARE TAX				05/17/24 PAYROLL
1879		11/24 AP		05/06/24	0007481	UNITED STATES TREASURY	84,393.46			06/04/24
						SS & MQGE/MEDICARE TAX				05/03/24 PAYROLL
						ACCOUNT TOTAL	259,456.70	.00		259,456.70
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1879		11/24 AP		05/31/24	0007464	ISOLVED BENEFIT SERVICES, INC	6,656.25			06/04/24
						CAFETERIA PLAN				05/31/24 PAYROLL
1879		11/24 AP		05/29/24	0007486	VOYA FINANCIAL	9,611.07			06/04/24
						EMPLOYEE 457 CONTRIBUTION				05/31/24 PAYROLL
1879		11/24 AP		05/20/24	0007446	COLLECTION SERVICES CENTER	616.58			06/04/24
						CHILD SUPPORT PAYMENTS				05/17/24 PAYROLL
1879		11/24 AP		05/17/24	0007462	ISOLVED BENEFIT SERVICES, INC	6,740.87			06/04/24
						CAFETERIA PLAN				05/17/24 PAYROLL
1879		11/24 AP		05/15/24	0007485	VOYA FINANCIAL	31,747.00			06/04/24
						EMPLOYEE 457 CONTRIBUTION				05/17/24 PAYROLL
1879		11/24 AP		05/06/24	0007445	COLLECTION SERVICES CENTER	616.58			06/04/24
						CHILD SUPPORT PAYMENTS				05/03/24 PAYROLL
1879		11/24 AP		05/03/24	0007460	ISOLVED BENEFIT SERVICES, INC	6,505.56			06/04/24
						CAFETERIA PLAN				05/03/24 PAYROLL
1879		11/24 AP		05/01/24	0007484	VOYA FINANCIAL	10,011.07			06/04/24
						EMPLOYEE 457 CONTRIBUTION				05/03/24 PAYROLL
						ACCOUNT TOTAL	72,504.98	.00		72,504.98
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
1879		11/24 AP		05/10/24	0007465	MUNICIPAL FIRE & POLICE RETIR	173,610.95			06/04/24
						MFRSI RETIREMENT				
						ACCOUNT TOTAL	173,610.95	.00		173,610.95
						FUND TOTAL	771,315.49	.00		771,315.49

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 687 WORKERS COMPENSATION FUND								
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE								
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	2,475.00	06/04/24
						WORKER COMP ADMIN FEE		
1879		11/24	AP	05/08/24	0007448	EMC RISK SERVICES, LLC	721.73	06/04/24
						WORKER COMP CLAIM		
						ACCOUNT TOTAL	3,196.73	.00 3,196.73
						FUND TOTAL	3,196.73	.00 3,196.73
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE								
2044		12/24	AP	06/05/24	0400192	SELECTIVE INSURANCE (FLOOD)	211.00	06/10/24
						TRANSFER STATION		
1978		11/24	AP	05/30/24	0400102	CHAD NIEHAUS	75.00	05/31/24
						RMB:DAMAGE TO MAILBOX		
						DOL:01/09/24		
						ACCOUNT TOTAL	286.00	.00 286.00
						FUND TOTAL	286.00	.00 286.00
FUND 724 TRUST & AGENCY								
FUND 727 GREENWOOD CEMETERY P-CARE								
FUND 728 FAIRVIEW CEMETERY P-CARE								
FUND 729 HILLSIDE CEMETERY P-CARE								
FUND 790 FLOOD LEVY								
						GRAND TOTAL	1,582,918.93	.00 1,582,918.93

COUNCIL INVOICES FOR 06/17/24 MEETING

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.03		06/11/24	
						COPY PAPER				
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.17		06/11/24	
						POST-ITS				
1958		12/24	AP	05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.11	06/11/24	
						REF:PENCIL HOLDER				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11		06/11/24	
						MOUNTING PUTTY,#2 PENCILS				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.50		06/11/24	
						GEL PENS, PENCIL HOLDER				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		06/11/24	
						COPY PAPER				
1958		12/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.28		06/11/24	
						PENS, DIVIDER TABS				
1958		12/24	AP	04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.72		06/11/24	
						PRONG FASTENER				
						ACCOUNT TOTAL	6.33	.11	6.22	
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
2007		12/24	AP	05/20/24	0146571	US BANK	100.00		06/05/24	
						IA PROFESSIONAL LIC BUR				
						CPA LICENSE RENEW-RODENBE				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2045		12/24	AP	03/27/24	0000000	COURTYARD BY MARRIOTT DM/ANKE	133.28		06/11/24	
						HTL:RODENBECK-B&I CONF.				
						ANKENY 3/25-3/26/24				
						ACCOUNT TOTAL	133.28	.00	133.28	
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2007		12/24	AP	05/08/24	0146571	US BANK	600.00		06/05/24	
						IOWA SOCIETY OF CPA				
						REG:RODENBECK-RNDTBL/AUDI				
						ACCOUNT TOTAL	600.00	.00	600.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2007		12/24	AP	04/30/24	0146571	US BANK	128.00		06/05/24	
						ISU EVENT REGISTRATION				
						REG:ANDERSEN-IMPI CONF.				
						ACCOUNT TOTAL	128.00	.00	128.00	
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK										

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FUND 101 GENERAL FUND									
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK						continued			
2005		12/24 AP		06/01/24	0000000	ONE SOURCE THE BACKGROUND CHE MAY APPLICANTS 05/01/24-06/01/24	895.95		06/11/24
					ACCOUNT TOTAL		895.95	.00	895.95
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS									
2005		12/24 AP		05/06/24	0000000	MERCYONE OCCUPATIONAL HEALTH	175.00		06/11/24
					WORKCOMP APPT-DOI:4/26/24				
2005		12/24 AP		01/16/24	0000000	MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-NOV'23	380.00		06/11/24
					ACCOUNT TOTAL		555.00	.00	555.00
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2045		12/24 AP		05/26/24	0000000	COURIER COMMUNICATIONS-ADVERT REVEAL PPC DIGITAL	709.95		06/11/24
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:SUMMER REC				
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:SUMMER REC				
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:SEASONAL LABORER				
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:SEASONAL LABORER				
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:PART-TIME LABORER				
2005		12/24 AP		05/23/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:PART-TIME LABORER				
2045		12/24 AP		05/17/24	0000000	COURIER COMMUNICATIONS-ADVERT SEARCH BOOST ONLINE	39.00		06/11/24
2045		12/24 AP		05/11/24	0000000	COURIER COMMUNICATIONS-ADVERT A1 PRINT-APRIL RECRUITMNT	178.00		06/11/24
					COURIER				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:SUMMER REC				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:SUMMER REC				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:PART TIME LABORER				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:SEASONAL LABORER				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		06/11/24
					JOB AD:SEASONAL LABORER				
2005		12/24 AP		05/09/24	0000000	CEDAR VALLEY SAVER, INC.	5.00		06/11/24
					JOB AD:SEASONAL LABORER				
2007		12/24 AP		05/06/24	0146571	US BANK	119.95		06/05/24
					LINKEDIN 9526550266	RECRUITER LITE:5/4-6/4/24			
2045		12/24 AP		05/04/24	0000000	COURIER COMMUNICATIONS-ADVERT	700.00		06/11/24

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FUND 101 GENERAL FUND									
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued			
2045		GOOGLE PPC		12/24 AP 05/04/24	0000000	COURIER COMMUNICATIONS-ADVERT	650.00		06/11/24
		AUDIENCE TARGETED DISPLAY		12/24 AP 04/30/24	0146571	AMP DIGITAL			
2007		FACEBK* VTBED4CUJ2		12/24 AP 04/30/24	0146571	US BANK	42.54		06/05/24
						JOB AD:PUBLIC SAFETY			
ACCOUNT TOTAL							2,901.44	.00	2,901.44
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
2005		WELLWORKS FOR YOU		12/24 AP 05/29/24	0000000	WELLWORKS FOR YOU	500.00		06/11/24
2007		CUMULATIVE CHALLENGE PRIZ		12/24 AP 05/20/24	0146571	US BANK	520.00		06/05/24
		WELLNES PRIZES PLANTS		12/24 AP 05/15/24	0146571	US BANK	288.46		06/05/24
2007		WELLNES PRIZES MATS		12/24 AP 05/13/24	0000000	PRAIRIE YOGI MASSAGE	375.00		06/11/24
1968		WELLNES PRIZES-MASSAGE		12/24 AP 05/13/24	0000000	GIFT CARDS			
ACCOUNT TOTAL							1,683.46	.00	1,683.46
101-1038-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2029		US BANK		11/24 AP 03/27/24	0146315	US BANK		135.00	06/06/24
		SHRM CERTIFICATION				SHRM CERTIFICATION			
ACCOUNT TOTAL							.00	135.00	135.00-
101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2029		US BANK		11/24 AP 03/27/24	0146315	US BANK	135.00		06/06/24
		RECERT FEE-B.SCHINDEL				RECERT FEE-B.SCHINDEL			
ACCOUNT TOTAL							135.00	.00	135.00
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
2005		THOMSON REUTERS - WEST		12/24 AP 06/01/24	0000000	THOMSON REUTERS - WEST	741.54		06/11/24
		WESTLAW INFORMATION		12/24 AP 04/25/24	0146571	US BANK	325.00		06/05/24
2007		MEMBERSHIP-ROGERS		12/24 AP 04/25/24	0146571	US BANK			
ACCOUNT TOTAL							1,066.54	.00	1,066.54
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
2005		AHLERS AND COONEY, P.C.		12/24 AP 05/30/24	0000000	AHLERS AND COONEY, P.C.	147.50		06/11/24
		LGL:GENERAL				04/24/24			
ACCOUNT TOTAL							147.50	.00	147.50

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FUND 101 GENERAL FUND											
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2008		12/24	AP	05/02/24	0146571	US BANK	195.00		06/05/24		
		AMZN MKTP			US*603GV0P23	PHONE HEADSETS					
2008		12/24	AP	05/01/24	0146571	US BANK	195.00		06/05/24		
		AMZN MKTP			US*AG6G83S93	PHONE HEADSETS					
2008		12/24	AP	05/01/24	0146571	US BANK	210.00		06/05/24		
		SIGNS BY TOMORROW OF CEDA				BANNER 4 DRIVE THRU					
2008		12/24	AP	04/25/24	0146571	US BANK	4.39		06/05/24		
		O DONNELL ACE HARDWARE				BARREL BOLT LOCK					
		ACCOUNT TOTAL						604.39	.00	604.39	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT											
2008		12/24	AP	05/13/24	0146571	US BANK	90.00		06/05/24		
		INTUIT *QBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.					
		ACCOUNT TOTAL						90.00	.00	90.00	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
2008		12/24	AP	04/23/24	0146571	US BANK	79.96		06/05/24		
		AMAZON RET* TECH SERVI				BOOKS FOR BOARD MEMBERS					
		ACCOUNT TOTAL						79.96	.00	79.96	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
2008		12/24	AP	05/20/24	0146571	US BANK	77.82		06/05/24		
		AMAZON RET* 113-735447				LYSOL DISINFECTANT WIPES					
		ACCOUNT TOTAL						77.82	.00	77.82	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
2008		12/24	AP	05/20/24	0146571	US BANK	33.99		06/05/24		
		AMZN MKTP			US*2N93P6I93	FOTL:YA-KEYBOARD					
2008		12/24	AP	05/20/24	0146571	US BANK	35.99		06/05/24		
		AMZN MKTP			US*3Z6RL8G63	FOTL:YA-CLAY PEBBLES					
2008		12/24	AP	05/20/24	0146571	US BANK	7.18		06/05/24		
		AMZN MKTP			US*DS0C904W3	FOTL:ADULT-BAT STICKERS					
2008		12/24	AP	05/15/24	0146571	US BANK	20.92		06/05/24		
		HY-VEE CEDAR FALLS 1052				FOTL:ADULT-SODA					
2008		12/24	AP	05/13/24	0146571	US BANK	40.00		06/05/24		
		COPYWORKS CEDAR FALLS				FOL:YTH-STORYWALK POSTERS					
2008		12/24	AP	05/07/24	0146571	US BANK	20.94		06/05/24		
		WAL-MART #1496				FOTL:YA-CHEESEBALLS					
2008		12/24	AP	05/01/24	0146571	US BANK	15.00		06/05/24		
		SP MOOSBAKERY				FOTL:ADULT-COOKIES					
2008		12/24	AP	04/29/24	0146571	US BANK	18.68		06/05/24		

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FUND 101 GENERAL FUND									
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued			
						AMAZON.COM*EH47N8Z23			
2008				12/24 AP 04/29/24	0146571	US BANK	35.99		06/05/24
						FOTL:ADULT-SOIL			
2008				12/24 AP 04/29/24	0146571	US BANK	19.46		06/05/24
						FOTL:YA-CLAY PEBBLES			
2008				12/24 AP 04/29/24	0146571	US BANK	20.00		06/05/24
						PANERA BREAD #203210 O			
						FOTL:YOUTH-LUNCH FOR CVYR			
2008				12/24 AP 04/26/24	0146571	US BANK	50.00		06/05/24
						SQ *CUP OF JOE			
						FOTL:ADULT-COFFEE			
2008				12/24 AP 04/24/24	0146571	US BANK	33.29		06/05/24
						AMZN MKTP US*W532T28D3			
						FOTL:YA-MESH PLANT POTS			
2008				12/24 AP 04/23/24	0146571	US BANK	62.91		06/05/24
						WM SUPERCENTER #753			
						FOTL:YOUTH-COOKIES, PLATE			
						HY-VEE CEDAR FALLS 1052			
						FOTL:YA-CHEESEBALLS			
				ACCOUNT TOTAL			414.35	.00	414.35
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
2008				12/24 AP 05/20/24	0146571	US BANK	141.83		06/05/24
						MENARDS CEDAR FALLS IA			
						BERG 2 RMB SLP-BOLTS&WOOD			
2008				12/24 AP 05/09/24	0146571	US BANK	11.99		06/05/24
						AMZN MKTP US*SQ3B06YR3			
						BERG 2 RMB SLP '24-WAXED			
2008				12/24 AP 05/08/24	0146571	US BANK	24.28		06/05/24
						AMZN MKTP US*7U4921QE3			
						BERG 2 RMB SLP'24-MARKERS			
2008				12/24 AP 05/08/24	0146571	US BANK	94.62		06/05/24
						AMZN MKTP US*SJ5GZ2AQ3			
						BERG 2 RMB SLP '24-PANS,			
2008				12/24 AP 05/07/24	0146571	US BANK	20.85		06/05/24
						AMAZON.COM*YA3I867B3			
						BERG 2 RMB SLP '24-YOUTH			
2008				12/24 AP 05/01/24	0146571	US BANK	124.87		06/05/24
						AMAZON MAR* 113-305199			
						BERG 2 RMB SLP '24-YARN,			
2008				12/24 AP 05/01/24	0146571	US BANK	127.92		06/05/24
						AMZN MKTP US*AJ9KE7NH3			
						BERG 2 RMB SLP '24-CARD-			
2008				12/24 AP 04/30/24	0146571	US BANK	91.99		06/05/24
						SP CARDSTOCK WAREHOU			
						BERG 2 RMB SLP '24-CARD-			
2008				12/24 AP 04/30/24	0146571	US BANK	13.49		06/05/24
						AMZN MKTP US*RR83210L2			
						BERG 2 RMB SLP '24-PIPE			
2008				12/24 AP 04/29/24	0146571	US BANK	98.67		06/05/24
						AMAZON.COM*R722D4WB3			
						BERG 2 RMB SLP '24-YOUTH			
2008				12/24 AP 04/23/24	0146571	US BANK	57.58		06/05/24
						AMAZON.COM*GI6HX03C3			
						BERG 2RMB SLP'24-YTH BOKS			
2008				12/24 AP 04/23/24	0146571	US BANK	6.95		06/05/24
						AMAZON.COM*F73SZ62N3			
						BERG 2RMB SLP'24-YTH BOKS			
				ACCOUNT TOTAL			815.04	.00	815.04
101-1060-423.93-01 EQUIPMENT / EQUIPMENT									
2008				12/24 AP 05/20/24	0146571	US BANK	63.86		06/05/24
						AMZN MKTP US*6I7FN2OG3			
						POWER STRIPS & CABLES			

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									POST DT	
FUND 101 GENERAL FUND										
101-1060-423.93-01 EQUIPMENT / EQUIPMENT						continued				
2008		12/24	AP	05/10/24	0146571	US BANK	368.00		06/05/24	
						WALMART.COM				
						65" TV (YOUTH)				
2008		12/24	AP	05/10/24	0146571	US BANK	75.99		06/05/24	
						AMZN MKTP US*BU4TK7NI3				
						TV MOUNT (YOUTH)				
						ACCOUNT TOTAL	507.85	.00	507.85	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
2008		12/24	AP	05/10/24	0146571	US BANK	23.05		06/05/24	
						AMZN MKTP US*TQ9B60I73				
						GOO GONE				
						ACCOUNT TOTAL	23.05	.00	23.05	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
2008		12/24	AP	05/10/24	0146571	US BANK	43.71		06/05/24	
						AMZN MKTP US*X93PO4DJ3				
						LEATHER SCREW PUNCH (X3)				
2008		12/24	AP	05/10/24	0146571	US BANK	72.10		06/05/24	
						AMZN MKTP US*PK5377GX3				
						LEATHER SCREW PUNCH (X5)				
						ACCOUNT TOTAL	115.81	.00	115.81	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2008		12/24	AP	05/20/24	0146571	US BANK	7.48		06/05/24	
						AMZN MKTP US*GB54H0033				
						ADULT BOOKS				
2008		12/24	AP	05/20/24	0146571	US BANK	25.25		06/05/24	
						AMZN MKTP US*PI26095F3				
						ADULT BOOKS				
2008		12/24	AP	05/17/24	0146571	US BANK	21.64		06/05/24	
						AMAZON RET* 113-703176				
						ADULT BOOKS				
2008		12/24	AP	05/10/24	0146571	US BANK	13.99		06/05/24	
						AMAZON.COM*I66QT83D3				
						ADULT BOOKS				
2008		12/24	AP	05/10/24	0146571	US BANK	24.95		06/05/24	
						AMZN MKTP US*J12ZK1GU3				
						ADULT BOOKS				
2008		12/24	AP	05/07/24	0146571	US BANK	214.68		06/05/24	
						AMAZON.COM*CW6RQ1NP3				
						3RD AGE BOOKS				
2008		12/24	AP	05/06/24	0146571	US BANK	25.53		06/05/24	
						AMAZON.COM*4F0EW7QB3				
						3RD AGE BOOKS				
2008		12/24	AP	05/06/24	0146571	US BANK	19.95		06/05/24	
						AMZN MKTP US*TC2XX7HK3				
						ADULT BOOKS				
2008		12/24	AP	05/01/24	0146571	US BANK	16.41		06/05/24	
						AMAZON.COM*TW7WR3DR3				
						ADULT BOOKS				
2008		12/24	AP	04/30/24	0146571	US BANK	70.63		06/05/24	
						AMAZON.COM*NH0036CB3				
						ADULT BOOKS				
2008		12/24	AP	04/30/24	0146571	US BANK	63.35		06/05/24	
						AMAZON.COM*MDSK98IT3				
						ADULT BOOKS				
2008		12/24	AP	04/29/24	0146571	US BANK	51.83		06/05/24	
						AMZN MKTP US*1X0Z200P3				
						ADULT BOOKS				

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FUND 101 GENERAL FUND								
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued		
2008		12/24	AP	04/23/24	0146571 US BANK	71.07		06/05/24
					AMAZON RET* 113-918643 ADULT BOOKS			
ACCOUNT TOTAL						626.76	.00	626.76
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS								
2008		12/24	AP	05/01/24	0146571 US BANK	9.88		06/05/24
					AMAZON.COM*I53LK3SL3 YOUNG ADULT BOOKS			
2008		12/24	AP	04/30/24	0146571 US BANK	21.99		06/05/24
					AMAZON RET* 113-669611 YOUNG ADULT BOOKS			
2008		12/24	AP	04/30/24	0146571 US BANK	23.56		06/05/24
					AMAZON RET* 113-452678 YOUNG ADULT BOOKS			
ACCOUNT TOTAL						55.43	.00	55.43
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS								
2008		12/24	AP	05/17/24	0146571 US BANK	36.94		06/05/24
					AMAZON.COM*JY6D94KG3 YOUTH BOOKS			
2008		12/24	AP	05/13/24	0146571 US BANK	11.79		06/05/24
					AMAZON.COM*BK6FA8VW3 YOUTH BOOKS			
2008		12/24	AP	05/10/24	0146571 US BANK	188.32		06/05/24
					AMZN MKTP US*J12ZK1GU3 YOUTH BOOKS			
2008		12/24	AP	05/09/24	0146571 US BANK	14.99		06/05/24
					AMAZON RET* TECH SERVI YOUTH BOOKS			
2008		12/24	AP	05/08/24	0146571 US BANK	42.96		06/05/24
					AMAZON.COM*6P8JW61P3 YOUTH BOOKS			
2008		12/24	AP	05/06/24	0146571 US BANK	13.99		06/05/24
					AMAZON RET* TECH SERVI YOUTH BOOKS			
2008		12/24	AP	05/06/24	0146571 US BANK	16.28		06/05/24
					AMAZON.COM*3F41S0IV3 YOUTH BOOKS			
2008		12/24	AP	04/24/24	0146571 US BANK	28.50		06/05/24
					AMAZON.COM*7A3CP4WG3 YOUTH BOOKS			
2008		12/24	AP	04/23/24	0146571 US BANK	15.49		06/05/24
					AMAZON RET* TECH SERVI YOUTH BOOKS			
ACCOUNT TOTAL						369.26	.00	369.26
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO								
2008		12/24	AP	04/23/24	0146571 US BANK	29.36		06/05/24
					AMAZON RET* 113-918643 ADULT MP3S			
ACCOUNT TOTAL						29.36	.00	29.36
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO								
2008		12/24	AP	05/10/24	0146571 US BANK	10.85		06/05/24

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FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued			
2008		AMZN MKTP US*J12ZK1GU3		12/24 AP 04/30/24	0146571	US BANK	7.59		06/05/24
2008		AMAZON.COM*NH0036CB3		12/24 AP 04/29/24	0146571	US BANK	8.99		06/05/24
2008		AMZN MKTP US*1X0Z200P3		12/24 AP 04/23/24	0146571	US BANK	15.33		06/05/24
		AMAZON RET* 113-918643				ADULT VIDEOS			
ACCOUNT TOTAL							42.76	.00	42.76
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
2008		AMZN MKTP US*UU7JW85Y3		12/24 AP 04/23/24	0146571	US BANK	6.00		06/05/24
						YOUTH VIDEOS			
ACCOUNT TOTAL							6.00	.00	6.00
101-1061-423.93-01 EQUIPMENT / EQUIPMENT									
2005				12/24 AP 05/24/24	0000000	IT SAVVY, LLC	5,475.00		06/11/24
				(5) FY24 DESKTOPS					
ACCOUNT TOTAL							5,475.00	.00	5,475.00
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2007		Z BURGER NEW JERSEY AV		12/24 AP 05/20/24	0146571	US BANK	19.50		06/05/24
2007		SQ *UVC INC		12/24 AP 05/20/24	0146571	US BANK	9.07		06/05/24
2007		CONVENTION PARK CEDAR RA		12/24 AP 05/16/24	0146571	US BANK	5.25		06/05/24
						PRKG:GRAHAM-ECON.DEV.CON.			
ACCOUNT TOTAL							33.82	.00	33.82
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2007		Z BURGER NEW JERSEY AV		12/24 AP 05/20/24	0146571	US BANK	19.50		06/05/24
2007		SQ *UVC INC		12/24 AP 05/20/24	0146571	US BANK	9.07		06/05/24
						TAXI-LAUDICK:AIRPORT-HOTL			
ACCOUNT TOTAL							28.57	.00	28.57
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
1955		MARION WILEY VINYL		12/24 AP 05/29/24	0000000	SIGNS & DESIGNS, INC.	30.00		06/11/24
1955				12/24 AP 05/28/24	0000000	COPYWORKS	666.00		06/11/24

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FUND 101 GENERAL FUND									
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE			continued
2007				12/24 AP 05/14/24	0146571	TINY ART EXHIBIT BOOKLETS ARTS MIDWEST GRANT FUND US BANK	138.89		06/05/24
2007				12/24 AP 05/08/24	0146571	AMZN MKTP US*553C32273 TINY ART BOXES, SHELVES US BANK	5.10		06/05/24
						USPS PO 1814940913 TINY ART BOX POSTAGE			
						ACCOUNT TOTAL	839.99	.00	839.99
101-1199-421.31-21						HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID			
2008				12/24 AP 05/08/24	0146571	US BANK	83.56		06/05/24
						AMAZON.COM*K600B9AQ3 SNAP CIRCUITS KIT (IEEE			
						ACCOUNT TOTAL	83.56	.00	83.56
101-1199-421.31-40						HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS			
2017				12/24 AP 05/31/24	0000000	HARD ROCK ENGRAVING VETERAN BRICKS	300.00		06/11/24
						ACCOUNT TOTAL	300.00	.00	300.00
101-1199-421.31-45						HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS			
2006				12/24 AP 06/03/24	0000000	KAY PARK REC CORP. PARK BENCHES	1,884.60		06/11/24
						ACCOUNT TOTAL	1,884.60	.00	1,884.60
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING			
2005				12/24 AP 05/21/24	0000000	COURIER LEGAL COMMUNICATIONS	60.90		06/11/24
						ORDINANCE NO. 3058			
2005				12/24 AP 05/18/24	0000000	COURIER LEGAL COMMUNICATIONS	853.70		06/11/24
						5/6 MTG-MINUTES & BILLS			
						ACCOUNT TOTAL	914.60	.00	914.60
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
2045				12/24 AP 06/06/24	0000000	J&M DISPLAYS, INC. COMMUNITY FIREWORKS 6/27	15,000.00		06/11/24
						ACCOUNT TOTAL	15,000.00	.00	15,000.00
101-2205-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1958				12/24 AP 05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56		06/11/24

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									POST DT
FUND 101 GENERAL FUND									
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.17		06/11/24
						POST-ITS			
1958		12/24	AP	05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.11	06/11/24
						REF:PENCIL HOLDER			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11		06/11/24
						MOUNTING PUTTY,#2 PENCILS			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.50		06/11/24
						GEL PENS, PENCIL HOLDER			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		06/11/24
						COPY PAPER			
1958		12/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.28		06/11/24
						PENS, DIVIDER TABS			
1958		12/24	AP	04/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.86		06/11/24
						BINDERS			
1958		12/24	AP	04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.72		06/11/24
						PRONG FASTENER			
						ACCOUNT TOTAL	31.48	.11	31.37
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.00		06/11/24
						COPY PAPER			
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.43		06/11/24
						POST-ITS			
1958		12/24	AP	05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.90	06/11/24
						REF:PENCIL HOLDER			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.88		06/11/24
						MOUNTING PUTTY,#2 PENCILS			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.14		06/11/24
						GEL PENS, PENCIL HOLDER			
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50		06/11/24
						COPY PAPER			
1958		12/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.33		06/11/24
						PENS, DIVIDER TABS			
1958		12/24	AP	04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.99		06/11/24
						PRONG FASTENER			
						ACCOUNT TOTAL	43.27	.90	42.37
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1958		12/24	AP	05/31/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-807 CLAY			
1958		12/24	AP	05/31/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-1603 CLAY			
1958		12/24	AP	05/31/24	0000000	PROFESSIONAL LAWN CARE, LLC	190.00		06/11/24
						CODE MOW-1405 TOMAHAWK			
1958		12/24	AP	05/31/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24

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FUND 101 GENERAL FUND									
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued			
						CODE CLEAR-803 TREMONT VOLUNTEER TREES & VINES			
1958				12/24 AP 05/30/24	0000000	PROFESSIONAL LAWN CARE, LLC	47.50		06/11/24
						CODE MOW-1223 W 19TH			
1958				12/24 AP 05/30/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-GREENHILL/HUDSON			
1958				12/24 AP 05/28/24	0000000	PROFESSIONAL LAWN CARE, LLC	190.00		06/11/24
						CODE MOW-8702 UNIVERSITY			
1958				12/24 AP 05/24/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-1104 PARKER			
1958				12/24 AP 05/24/24	0000000	PROFESSIONAL LAWN CARE, LLC	71.25		06/11/24
						CODE MOW-1119 CALUMETT			
1958				12/24 AP 05/24/24	0000000	PROFESSIONAL LAWN CARE, LLC	118.75		06/11/24
						CODE MOW-887 MAUCKER			
1958				12/24 AP 05/24/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-709 IOWA			
1958				12/24 AP 05/24/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-220 E 9TH			
1958				12/24 AP 05/23/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-1422 MAIN			
1958				12/24 AP 05/23/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-2503 IOWA			
1958				12/24 AP 05/23/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-2522 IOWA			
1958				12/24 AP 05/22/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-2310 FRANKLIN			
1958				12/24 AP 05/22/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-816 WALNUT			
1958				12/24 AP 05/22/24	0000000	PROFESSIONAL LAWN CARE, LLC	142.50		06/11/24
						CODE MOW-2103 WALNUT			
1958				12/24 AP 05/22/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/11/24
						CODE MOW-513 W 22ND			
1958				12/24 AP 04/26/24	0000000	SANDEE'S	12.50		06/11/24
						NAME TAG-JIM NOSS			
ACCOUNT TOTAL							2,007.50	.00	2,007.50
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2007				12/24 AP 05/20/24	0146571	US BANK	79.00		06/05/24
						CERTIFIED TRAINING INSTIT REG:CASTLE-ADA COURSE			
ACCOUNT TOTAL							79.00	.00	79.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1958				12/24 AP 05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.19		06/11/24
						COPY PAPER			
1958				12/24 AP 05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.68		06/11/24
						POST-IITS			

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								POST DT	
FUND 101 GENERAL FUND									
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES					continued				
1958		12/24	AP	05/10/24	0000000		.43	06/11/24	
		REF:PENCIL HOLDER							
1958		12/24	AP	04/18/24	0000000	.42		06/11/24	
		MOUNTING PUTTY,#2 PENCILS							
1958		12/24	AP	04/18/24	0000000	1.99		06/11/24	
		GEL PENS, PENCIL HOLDER							
1958		12/24	AP	04/18/24	0000000	7.59		06/11/24	
		COPY PAPER							
1958		12/24	AP	04/09/24	0000000	1.12		06/11/24	
		PENS, DIVIDER TABS							
1958		12/24	AP	04/01/24	0000000	2.87		06/11/24	
		PRONG FASTENER							
		ACCOUNT TOTAL					29.86	.43	29.43
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2005		12/24	AP	05/23/24	0000000	329.00		06/11/24	
		LGL:RE:IMMIGRATION							
								04/22/24	
		ACCOUNT TOTAL					329.00	.00	329.00
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2007		12/24	AP	05/20/24	0146571	130.00		06/05/24	
		CVENT* 2024 PRESERVE I							
								REG:ATODARIA-IEDA SUMMIT	
		ACCOUNT TOTAL					130.00	.00	130.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2017		12/24	AP	06/04/24	0000000	103.26		06/11/24	
		PAPER CLIPS, STORAGE							
		BOXES							
2017		12/24	AP	05/10/24	0000000	72.75		06/11/24	
		STOREY KENWORTHY							
		ENVELOPES							
		ACCOUNT TOTAL					176.01	.00	176.01
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES									
2017		12/24	AP	05/28/24	0000000	831.60		06/11/24	
		CAMP T SHIRTS							
		ACCOUNT TOTAL					831.60	.00	831.60
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
2017		12/24	AP	05/28/24	0000000	421.40		06/11/24	
		YOUTH PROGRAM SHIRTS							

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FUND 101 GENERAL FUND									
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT						continued			
2017		12/24	AP	05/28/24	0000000	XPRESSIONS	412.80		06/11/24
						YOUTH PROGRAM TSHIRTS			
2007		12/24	AP	05/07/24	0146571	US BANK	19.96		06/05/24
						SHEELS CEDAR FALLS UMPIRE BALL/STRIKE			
1968		12/24	AP	05/03/24	0000000	XPRESSIONS	120.40		06/11/24
						YOUTH PROGRAM TSHIRTS			
2007		12/24	AP	05/01/24	0146571	US BANK	53.18		06/05/24
						WALMART.COM SCOREBOOKS			
1968		12/24	AP	04/22/24	0000000	XPRESSIONS	1,310.20		06/11/24
						YOUTH BASEBALL/SOFTBALL JERSEYS			
						ACCOUNT TOTAL	2,337.94	.00	2,337.94
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
2007		12/24	AP	05/20/24	0146571	US BANK	504.52		06/05/24
						BUILDERS SELECT BALLFIELD CHALK			
1968		12/24	AP	04/24/24	0000000	SITEONE LANDSCAPE SUPPLY,LLC	537.20		06/11/24
						FIELD DRY			
						ACCOUNT TOTAL	1,041.72	.00	1,041.72
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS									
2017		12/24	AP	05/28/24	0000000	XPRESSIONS	688.00		06/11/24
						STAFF SHIRTS			
2007		12/24	AP	05/02/24	0146571	US BANK	290.85		06/05/24
						PY *SHIRT SHACK INC. FITNESS STAFF SHIRTS			
						ACCOUNT TOTAL	978.85	.00	978.85
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
2017		12/24	AP	06/03/24	0000000	PAPA JOHN'S PIZZA	76.50		06/11/24
						9 PIZZAS			
2017		12/24	AP	06/03/24	0000000	PAPA JOHN'S PIZZA	42.50		06/11/24
						5 PIZZAS			
2017		12/24	AP	06/02/24	0000000	PAPA JOHN'S PIZZA	25.50		06/11/24
						3 PIZZAS			
2017		12/24	AP	06/02/24	0000000	PAPA JOHN'S PIZZA	76.50		06/11/24
						9 PIZZAS			
2017		12/24	AP	06/02/24	0000000	PAPA JOHN'S PIZZA	42.50		06/11/24
						5 PIZZAS			
2017		12/24	AP	06/01/24	0000000	PAPA JOHN'S PIZZA	51.00		06/11/24
						6 PIZZAS			
2017		12/24	AP	06/01/24	0000000	PAPA JOHN'S PIZZA	51.00		06/11/24
						6 PIZZAS			
2017		12/24	AP	06/01/24	0000000	PAPA JOHN'S PIZZA	25.50		06/11/24
						3 PIZZAS			

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FUND 101 GENERAL FUND									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued			
2017		12/24 AP		05/30/24	0000000	MYERS-COX COMPANY	650.32		06/11/24
						INITIAL CONSC ORDER #2			
1968		12/24 AP		05/23/24	0000000	MYERS-COX COMPANY	5,763.36		06/11/24
						INITIAL CONSCSSION ORDER FALLS			
1968		12/24 AP		05/16/24	0000000	ATLANTIC COCA-COLA	2,436.34		06/11/24
						INITIAL COKE ORDER 24 FALLS			
						ACCOUNT TOTAL	9,241.02	.00	9,241.02
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
2017		12/24 AP		06/06/24	0000000	ATLANTIC COCA-COLA	264.47		06/11/24
						REC BEVERAGE SUPPLIES			
						ACCOUNT TOTAL	264.47	.00	264.47
101-2253-423.72-45 OPERATING SUPPLIES / BASEBALL-SOFTBALL EQUIP.									
1968		12/24 AP		04/30/24	0000000	WATERLOO TENT & TARP COMPANY	2,510.00		06/11/24
						DUGOUT COVER BIRDSALL			
						ACCOUNT TOTAL	2,510.00	.00	2,510.00
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									
2007		12/24 AP		05/10/24	0146571	US BANK	94.90		06/05/24
						AMZN MKTP US*435OK22J3 IPAD STAND FOR CYCLING			
						ACCOUNT TOTAL	94.90	.00	94.90
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									
2017		12/24 AP		05/29/24	0000000	ACCO UNLIMITED CORPORATION	1,638.60		06/11/24
						CHLORINE AND ACID			
						ACCOUNT TOTAL	1,638.60	.00	1,638.60
101-2253-423.73-55 OTHER SUPPLIES / MEDIA									
2007		12/24 AP		05/16/24	0146571	US BANK	12.54		06/05/24
						FACEBK* JHLAC28R72 ADS MEDIA			
2007		12/24 AP		04/29/24	0146571	US BANK	75.00		06/05/24
						FACEBK* JH78NZKR72 ADS MEDIA			
2007		12/24 AP		04/29/24	0146571	US BANK	75.00		06/05/24
						FACEBK* LQVKRZ3R72 ADS MEDIA			
2007		12/24 AP		04/24/24	0146571	US BANK	93.00		06/05/24
						NEXTDOOR ADS ADS - STAFF			
						ACCOUNT TOTAL	255.54	.00	255.54

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FUND 101 GENERAL FUND									
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
2045		12/24	AP	06/11/24	0000000	CEDAR FALLS RUGBY CONDUCTING RUGBY CAMP	705.76		06/11/24
						ACCOUNT TOTAL	705.76	.00	705.76
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
2017		12/24	AP	06/01/24	0000000	IWMC	58.00		06/11/24
2017		12/24	AP	05/31/24	0000000	WATER MANAGEMENT SERVICE CULLIGAN WATER CONDITIONING	407.83		06/11/24
2017		12/24	AP	05/30/24	0000000	LEAK REPAIR/RE-FILL SALT MENARDS-CEDAR FALLS	168.50		06/11/24
2017		12/24	AP	05/30/24	0000000	BATTERIES, SOAP, CHAIR, FAN MENARDS-CEDAR FALLS	5.69		06/11/24
1968		12/24	AP	05/28/24	0000000	LOCK FOR CABINET CITY LAUNDERING CO.	60.17		06/11/24
1968		12/24	AP	05/27/24	0000000	FIRST AID SUPPLIES VESTIS	31.75		06/11/24
1968		12/24	AP	05/20/24	0000000	REC CTR MATS MENARDS-CEDAR FALLS	9.17		06/11/24
2007		12/24	AP	05/09/24	0146571	CABINET FRONT DESK US BANK AMZN MKTP US*LG5E75MM3 BIZ LAUNDRY DETERGENT	78.93		06/05/24
						ACCOUNT TOTAL	820.04	.00	820.04
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
2017		12/24	AP	05/30/24	0000000	PLUMB TECH INC.	100.00		06/11/24
2017		12/24	AP	05/29/24	0000000	GASKET REPLACE LAP POOL MOTOR PIT SPLASH MULTISPORT & CUSTOM, L	1,465.00		06/11/24
1968		12/24	AP	05/28/24	0000000	RETURNING GUARD GEAR CITY LAUNDERING CO.	78.20		06/11/24
1968		12/24	AP	05/23/24	0000000	FIRST AID SUPPLIES ARCTIC REFRIGERATION LC	556.38		06/11/24
1968		12/24	AP	05/21/24	0000000	ICE MACHINE STARTUP & REPAIRS GREENS KEEPER LAWN SERVICE LL	1,535.00		06/11/24
1968		12/24	AP	05/16/24	0000000	SPRING FERTALIZE & WEED CONTROL GRAINGER PARTS	50.68		06/11/24
1968		12/24	AP	05/16/24	0000000	MOTOR GASKET PLUMB SUPPLY COMPANY, LLC	107.84		06/11/24
1968		12/24	AP	05/16/24	0000000	HEATER EXPANSION TANK GIERKE-ROBINSON COMPANY, INC.	236.34		06/11/24
2007		12/24	AP	05/16/24	0146571	PANTHER CIRCLE SITTING AREA US BANK	55.83		06/05/24
1968		12/24	AP	05/15/24	0000000	O DONNELL ACE HARDWARE HOSE PARTS BENTON'S READY MIX CONCRETE,	1,245.75		06/11/24
2007		12/24	AP	05/15/24	0146571	PATRON TC SITTING CONCRETE US BANK	15.69		06/05/24

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FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.						continued				
1968				12/24	AP 05/14/24 0000000	BENTON'S READY MIX CONCRETE, LYSOL WIPES	334.50		06/11/24	
2007				12/24	AP 05/13/24 0146571	PANTHER CIRCLE SITTING US BANK	10.65		06/05/24	
2007				12/24	AP 05/07/24 0146571	O DONNELL ACE HARDWARE US BANK	30.73		06/05/24	
2007				12/24	AP 05/06/24 0146571	O DONNELL ACE HARDWARE US BANK	16.56		06/05/24	
2007				12/24	AP 04/25/24 0146571	O DONNELL ACE HARDWARE US BANK	247.16		06/05/24	
2007				12/24	AP 04/25/24 0146571	TNEMEC COMPANY INC US BANK	247.16		06/05/24	
						TNEMEC COMPANY INC US BANK				
						ACCOUNT TOTAL	6,333.47	.00	6,333.47	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1955				12/24	AP 05/31/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	58.38		06/11/24	
1955				12/24	AP 05/16/24 0000000	LETTER SIZE COPY PAPER O'DONNELL ACE HARDWARE	24.07		06/11/24	
						CLEANING SUPPLIES				
						ACCOUNT TOTAL	82.45	.00	82.45	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1955				12/24	AP 06/05/24 0000000	O'DONNELL ACE HARDWARE	21.43		06/11/24	
2007				12/24	AP 05/06/24 0146571	ADHESIVE, PICTURE HANGERS US BANK	173.85		06/05/24	
2007				12/24	AP 04/24/24 0146571	AMZN MKTP US*8C1CV3WC3 US BANK	8.99		06/05/24	
						O DONNELL ACE HARDWARE NUT DRIVER				
						ACCOUNT TOTAL	204.27	.00	204.27	
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
1955				12/24	AP 06/03/24 0000000	KENYON, JAMES	204.00		06/11/24	
						KENYON BOOKS FOR GIFTSHOP				
						ACCOUNT TOTAL	204.00	.00	204.00	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1955				12/24	AP 05/29/24 0000000	SIGNS BY TOMORROW	237.50		06/11/24	
						P2P EXHIBIT PVC LABELS				
						PROJECT#: 577				
1955				12/24	AP 05/29/24 0000000	COPYWORKS	100.50		06/11/24	

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									POST DT
FUND 101 GENERAL FUND									
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.						continued			
P2P EDUCATIONAL GUIDES						5 COPIES			
PROJECT#: 577									
2007		12/24	AP	05/20/24	0146571	US BANK	24.99		06/05/24
AMZN MKTP US*TL2GV5VM3						OUTDOOR LIGHT BULBS			
2007		12/24	AP	05/13/24	0146571	US BANK	62.71		06/05/24
AMZN MKTP US*B235064N3						CUPS, NAPKINS, BAGS			
2007		12/24	AP	05/01/24	0146571	US BANK	7.99		06/05/24
O DONNELL ACE HARDWARE						CLEANING CLOTH-EPHEMERAL			
2007		12/24	AP	04/30/24	0146571	US BANK	90.78		06/05/24
AMZN MKTP US*CV3VC4QI3						SIDEWALK CHALK, PASTELS,			
2007		12/24	AP	04/26/24	0146571	US BANK	54.74		06/05/24
HY-VEE CEDAR FALLS 1052						POPCORN, RECEPTION FOOD			
ACCOUNT TOTAL							579.21	.00	579.21
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1955		12/24	AP	05/22/24	0000000	HAWKEYE ALARM & SIGNAL CO.	95.00		06/11/24
						SMOKE DETECTOR REPAIR			
ACCOUNT TOTAL							95.00	.00	95.00
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1955		12/24	AP	05/27/24	0000000	VESTIS	13.94		06/11/24
						MAT SERVICE			
ACCOUNT TOTAL							13.94	.00	13.94
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1955		12/24	AP	06/01/24	0000000	IOWA PUBLIC RADIO, INC.	672.00		06/11/24
						JUNE 2024 P2P IPR ADS			
PROJECT#: 577									
2007		12/24	AP	05/20/24	0146571	US BANK	21.99		06/05/24
AMZN MKTP US*TL2GV5VM3						WIRELESS MICROPHONES			
2007		12/24	AP	05/09/24	0146571	US BANK	35.00		06/05/24
FACEBK* NUSAC4LYN2						SPRING 2024 FACEBOOK ADS			
2007		12/24	AP	05/03/24	0146571	US BANK	45.00		06/05/24
FACEBK* TTBSH4CYN2						SPRING 2024 FACEBOOK ADS			
2007		12/24	AP	05/03/24	0146571	US BANK	59.88		06/05/24
DNH*GODADDY.COM						EMAIL NEWSLTR-1 YR RENEWL			
2007		12/24	AP	05/02/24	0146571	US BANK	288.00		06/05/24
WIX.COM						EMAIL MRKTG-1YR SUBSCRIPT			
2007		12/24	AP	04/30/24	0146571	US BANK	22.16		06/05/24
AMZN MKTP US*GV8E00N03						BEST OF SHOW RIBBONS			
ACCOUNT TOTAL							1,144.03	.00	1,144.03

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FUND 101 GENERAL FUND									
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2007				12/24 AP 05/16/24	0146571	US BANK	60.00		06/05/24
				CVENT* 2024 IOWA ARTS		REG:HAIGH-IA ARTS SUMMIT			
2007				12/24 AP 05/13/24	0146571	US BANK	60.00		06/05/24
				CVENT* 2024 IOWA ARTS		REG:HUBER-OTTING-IA ARTS			
2007				12/24 AP 05/13/24	0146571	US BANK	60.00		06/05/24
				CVENT* 2024 IOWA ARTS		REG:HURLESS-IA ARTS SUMMT			
				ACCOUNT TOTAL			180.00	.00	180.00
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
2007				12/24 AP 05/07/24	0146571	US BANK	722.94		06/05/24
				SMARTSIGN		BRASS MEM. SIGNS-BENCHES			
2007				12/24 AP 05/06/24	0146571	US BANK	119.99		06/05/24
				AMZN MKTP US*FP2YZ2N53		OFFICE CHAIR - FRONT DESK			
				ACCOUNT TOTAL			842.93	.00	842.93
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
2014				12/24 AP 05/24/24	0000000	VESTIS	7.25		06/11/24
				TOWELS - STATION #2					
2014				12/24 AP 05/24/24	0000000	VESTIS	31.34		06/11/24
				TOWELS & MATS-PSS BLDG					
				ACCOUNT TOTAL			38.59	.00	38.59
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES									
2014				12/24 AP 05/27/24	0000000	MACQUEEN EQUIPMENT	312.93		06/11/24
				SCBA REPAIR;VALVE ASSMBLY					
				ACCOUNT TOTAL			312.93	.00	312.93
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
2014				12/24 AP 05/22/24	0000000	EASTERN FIRE EQUIPMENT SERVIC	143.12		06/11/24
				FUEL TANK RPLCMT-CHAINSAW					
				ACCOUNT TOTAL			143.12	.00	143.12
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2014				12/24 AP 05/21/24	0000000	MACQUEEN EQUIPMENT	71.50		06/11/24
				HELMET FRONT PLATE 6"					
				ACCOUNT TOTAL			71.50	.00	71.50

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FUND 101 GENERAL FUND										
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
2014		12/24	AP	05/28/24	00000000	O'DONNELL ACE HARDWARE	61.37		06/11/24	
						COBALT 15PC DRILL BIT SET				
						2 COBALT 9/16"DRILL BITS				
2014		12/24	AP	05/27/24	00000000	FAREWAY STORES INC. #190	13.96		06/11/24	
						LAUNDRY DETERGENT				
2014		12/24	AP	05/23/24	00000000	FAREWAY STORES INC. #190	6.96		06/11/24	
						2-24PK CASES WATER				
2014		12/24	AP	02/17/24	00000000	FAREWAY STORES INC. #190	19.99		06/11/24	
						PROPANE REFILL				
						ACCOUNT TOTAL	102.28	.00	102.28	
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2007		12/24	AP	05/14/24	0146571	US BANK	99.50		06/05/24	
						UIOWA ONLINE PAYMENTS				
						BLS HEALTHCARE CARDS-11				
2007		12/24	AP	04/26/24	0146571	US BANK	25.50		06/05/24	
						UIOWA ONLINE PAYMENTS				
						BLS HEALTHCARE CARDS-3				
2007		12/24	AP	04/25/24	0146571	US BANK	68.00		06/05/24	
						UIOWA ONLINE PAYMENTS				
						BLS HEALTHCARE CARDS-8				
						ACCOUNT TOTAL	193.00	.00	193.00	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2007		12/24	AP	05/09/24	0146571	US BANK	98.00		06/05/24	
						FIRE PROTECTION PUB				
						FF1 STUDY BOOK-FOR RIOS				
						ACCOUNT TOTAL	98.00	.00	98.00	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2007		12/24	AP	05/01/24	0146571	US BANK	13.48		06/05/24	
						WAL-MART #0753				
						RUBBER BANDS-HOSE TESTING				
						ACCOUNT TOTAL	13.48	.00	13.48	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2007		12/24	AP	05/20/24	0146571	US BANK	106.99		06/05/24	
						MARLOW WHITE UNIFORMS				
						HONOR GUARD UNIFORMS-FIRE				
2007		12/24	AP	05/17/24	0146571	US BANK	340.00		06/05/24	
						SCHEELS CEDAR FALLS				
						SHOES-DOUGAN/O'HERN				
2014		12/24	AP	05/15/24	00000000	WERTJES UNIFORMS	107.00		06/11/24	
						FIRE UNIFRM-CHASE				
						BLUE SHIRTS,2 SHORT,2LONG				
2014		12/24	AP	05/01/24	00000000	WERTJES UNIFORMS	403.47		06/11/24	
						FIRE UNIFRM-NEW HIRE				
						O'HERN-SHIRT,PANTS,BOOTS				
						ACCOUNT TOTAL	957.46	.00	957.46	

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 101 GENERAL FUND											
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2014		12/24	AP	05/24/24	0000000	VESTIS	25.37				06/11/24
						MATS-PSS BLDG					
						ACCOUNT TOTAL	25.37	.00			25.37
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
2013		12/24	AP	06/03/24	0000000	BENTON BUILDING CENTER	39.51				06/11/24
						WOOD LATH FOR SIGNS					
2013		12/24	AP	05/28/24	0000000	O'DONNELL ACE HARDWARE	19.98				06/11/24
						2 - BLUE 242 THREADLOCK					
2013		12/24	AP	05/24/24	0000000	FIREARMS REPAIR	1,414.70				06/11/24
						8 LT BADGES;4 CPT BADGES					
						ACCOUNT TOTAL	1,474.19	.00			1,474.19
101-5521-415.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES											
2013		12/24	AP	06/03/24	0000000	NATIONAL TACTICAL OFFICERS AS	35.00				06/11/24
						ANNUAL MEMBER DUES-SMITH					
						ACCOUNT TOTAL	35.00	.00			35.00
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT											
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	458.44				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	199.50				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	435.74				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	199.50				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	435.74				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2013		12/24	AP	05/01/24	0000000	WERTJES UNIFORMS	199.50				06/11/24
						OFFCR UNIFORM-NEW HIRE					
2007		12/24	AP	04/25/24	0146571	US BANK	319.72				06/05/24
						AXON					
						TASER BATTERIES					
						ACCOUNT TOTAL	2,248.14	.00			2,248.14
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2013		12/24	AP	06/01/24	0000000	THOMSON REUTERS - WEST	314.93				06/11/24
						INVESTIGATIVE SOFTWARE					
						05/01/24-05/31/24					
						ACCOUNT TOTAL	314.93	.00			314.93

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FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2007		12/24	AP	05/15/24	0146571	US BANK	32.49		06/05/24	
						SUBWAY 37456				
2007		12/24	AP	05/14/24	0146571	US BANK	233.80		06/05/24	
						ILEA COUNCIL MTG-HAISLET/				
2007		12/24	AP	05/09/24	0146571	US BANK	124.32		06/05/24	
						JIMMY JOHNS - 2490 - M				
2007		12/24	AP	05/09/24	0146571	US BANK	124.32		06/05/24	
						HILTON GARDEN INN WEST DE				
2007		12/24	AP	05/09/24	0146571	US BANK	124.32		06/05/24	
						HILTON GARDEN INN WEST DE				
2007		12/24	AP	05/09/24	0146571	US BANK	212.64		06/05/24	
						JIMMY JOHNS - 0601 - MOTO				
2007		12/24	AP	05/09/24	0146571	US BANK	20.92		06/05/24	
						CASEY S #3977				
2007		12/24	AP	05/08/24	0146571	US BANK	172.66		06/05/24	
						JIMMY JOHNS - 0601 - MOTO				
2007		12/24	AP	05/08/24	0146571	US BANK	30.99		06/05/24	
						FUZZYS TACO SHOP - DES MO				
2007		12/24	AP	05/08/24	0146571	US BANK	32.91		06/05/24	
						JIMMY JOHNS - 2473				
2007		12/24	AP	05/07/24	0146571	US BANK	67.14		06/05/24	
						TEXAS ROADHOUSE #2699				
2007		12/24	AP	05/03/24	0146571	US BANK	22.96		06/05/24	
						CHICK-FIL-A #03679				
2007		12/24	AP	05/02/24	0146571	US BANK	28.64		06/05/24	
						SUB CITY				
2007		12/24	AP	04/30/24	0146571	US BANK	30.93		06/05/24	
						TST* GREENHOUSE KITCHEN -				
						MEAL-ILERT-HAISLET/CARMAN				
						ACCOUNT TOTAL	1,134.72	.00	1,134.72	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2013		12/24	AP	05/28/24	0000000	FBI-LEEDA	3,975.00		06/11/24	
						5 LEEDA PARTICIPANTS;				
2013		12/24	AP	05/20/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	125.00		06/11/24	
						BATON INSTR CLASS				
2007		12/24	AP	05/07/24	0146571	US BANK	75.00		06/05/24	
						WPY*COVERT MEDIA CONSULTI				
						REG:SCH.THREATS-ANDERSEN				
						ACCOUNT TOTAL	4,175.00	.00	4,175.00	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
2007		12/24	AP	05/09/24	0146571	US BANK	230.00		06/05/24	
						IOWA PRISON INDUSTRIES				
						ILEA UNIFORM-RACHEL PUGH				
						ACCOUNT TOTAL	230.00	.00	230.00	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										

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FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued				
2013		12/24 AP		05/24/24	0000000	WERTJES UNIFORMS	91.10			06/11/24
						UNIFORM-CPT PROMO-LADAGE				
						REPL PATCHES				
2013		12/24 AP		05/13/24	0000000	WERTJES UNIFORMS	16.00			06/11/24
						REIMB UNIFRM ALLOW-MOORE				
						SEW PATCHES ON OTR VEST				
2013		12/24 AP		05/13/24	0000000	WERTJES UNIFORMS	150.85			06/11/24
						REIMB UNIFRM ALLOW-GERZEM				
						S/S POLOS W/PATCHES				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	949.20			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						PUGH				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	85.90			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						PUGH;COLLR BRASS/SVC SINC				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	144.00			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						PUGH;BATES BOOTS				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	949.20			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						O'HERN;SHIRTS,PANTS,JKT				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	85.90			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						O'HERN;CLLR BRASS,SV SINC				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	949.20			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						SNYDER;SHIRTS,PANTS,JKT				
2013		12/24 AP		05/01/24	0000000	WERTJES UNIFORMS	85.90			06/11/24
						OFFCR UNIFORM-NEW HIRE				
						SNYDER;CLLR BRASS,NAME				
						ACCOUNT TOTAL	3,507.25	.00		3,507.25
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT										
2007		12/24 AP		04/29/24	0146571	US BANK	1,189.95			06/05/24
						ELITE K9 INC 2				
						FULL BODY BITE SUIT-BOONA				
						ACCOUNT TOTAL	1,189.95	.00		1,189.95
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2015		12/24 AP		05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.58			06/11/24
						CORRECTION TAPE, MARKERS,				
						PENS				
						ACCOUNT TOTAL	3.58	.00		3.58
101-6613-433.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2015		12/24 AP		05/23/24	0000000	MENARDS-CEDAR FALLS	51.88			06/11/24
						CEMETERY HYDRANT REPAIR				
						HYDRANT, NIPPLE				
						ACCOUNT TOTAL	51.88	.00		51.88
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2015		12/24 AP		05/30/24	0000000	O'DONNELL ACE HARDWARE	46.67			06/11/24
						DRILL BITS AND OIL				
						PROJECT#: 062515				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
2015		12/24	AP	05/30/24	0000000	O'DONNELL ACE HARDWARE	1.39		06/11/24	
						SCREWS				
	PROJECT#:	062515								
2015		12/24	AP	05/24/24	0000000	O'DONNELL ACE HARDWARE	8.34		06/11/24	
						SCREWS				
	PROJECT#:	062511								
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.86		06/11/24	
						CORRECTION TAPE, MARKERS, PENS				
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	24.10		06/11/24	
						FLOOR CLEANER PADS				
	PROJECT#:	062501								
1998		12/24	AP	05/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	762.15		06/11/24	
						TISSUE, TOWELS AND LINERS				
	PROJECT#:	062507								
1998		12/24	AP	05/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	689.44		06/11/24	
						TISSUE, TOWELS AND LINERS SOAP, AIR FRESHNER,GLOVES				
	PROJECT#:	062514								
2007		12/24	AP	05/07/24	0146571	US BANK	24.65		06/05/24	
						AMZN MKTP US*5T0QD2G43 FLAG POLE ROPE				
	PROJECT#:	062511								
2007		12/24	AP	05/06/24	0146571	US BANK	135.69		06/05/24	
						AMZN MKTP US*2W16D8KG3 FEMANINE HYGIENE DISPENSER				
	PROJECT#:	062501								
2007		12/24	AP	05/03/24	0146571	US BANK	81.89		06/05/24	
						AMZN MKTP US*ZH4063273 LINERS				
	PROJECT#:	062501								
2007		12/24	AP	05/01/24	0146571	US BANK	532.00		06/05/24	
						AMZN MKTP US*QG2XJ9ED3 VACUUM				
	PROJECT#:	062511								
						ACCOUNT TOTAL	2,309.18	.00	2,309.18	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2015		12/24	AP	05/31/24	0000000	O'DONNELL ACE HARDWARE	28.68		06/11/24	
						SINK DRAIN REPAIR				
	PROJECT#:	062505								
2015		12/24	AP	05/31/24	0000000	O'DONNELL ACE HARDWARE	3.68		06/11/24	
						GASKETS				
	PROJECT#:	062505								
2006		12/24	AP	05/30/24	0000000	BASEPOINT BUILDING AUTOMATION	287.50		06/11/24	
						DOOR REPAIR				
	PROJECT#:	062507								
2015		12/24	AP	05/29/24	0000000	O'DONNELL ACE HARDWARE	13.69		06/11/24	
						CAULK				
	PROJECT#:	062515								
2015		12/24	AP	05/23/24	0000000	O'DONNELL ACE HARDWARE	4.39		06/11/24	
						TOLIET SEAL				
	PROJECT#:	062515								

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
2006		12/24	AP	05/21/24	0000000	AIRE SERV.OF THE CEDAR VALLEY	199.00		06/11/24
						HVAC REPAIR			
						PROJECT#: 062509			
1998		12/24	AP	05/20/24	0000000	O'DONNELL ACE HARDWARE	7.92		06/11/24
						SCREWS			
						PROJECT#: 062514			
1998		12/24	AP	05/20/24	0000000	O'DONNELL ACE HARDWARE	58.67		06/11/24
						DRILL BITS			
1998		12/24	AP	05/20/24	0000000	O'DONNELL ACE HARDWARE	2.69		06/11/24
						SHIMS			
						PROJECT#: 062510			
2006		12/24	AP	05/17/24	0000000	FASTENAL COMPANY	30.21		06/11/24
						ANCHORS			
						PROJECT#: 062515			
2015		12/24	AP	05/17/24	0000000	PLUMB SUPPLY COMPANY, LLC	90.14		06/11/24
						URINAL REPAIR			
						PROJECT#: 062515			
2007		12/24	AP	05/10/24	0146571	US BANK	50.42		06/05/24
						AMZN MKTP US*4Y4UT0T43			
						CAULK FOR HOLDING CELLS			
						PROJECT#: 062511			
2015		12/24	AP	04/09/24	0000000	WILSON RESTAURANT SUPPLY, INC	2,653.16		06/11/24
						SINK AND FAUCETS			
						PROJECT#: 062506			
2015		12/24	AP	02/08/24	0000000	WORKSPACE INC.	90.90		06/11/24
						CHAIR CYLINDERS			
						PROJECT#: 062506			
2006		12/24	AP	10/13/23	0000000	G & R CONSTRUCTION LLC	974.00		06/11/24
						CEILING TILES			
						PROJECT#: 062501			
ACCOUNT TOTAL							4,495.05	.00	4,495.05
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
2015		12/24	AP	06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		06/11/24
						PEST CONTROL			
						PROJECT#: 062508			
2015		12/24	AP	06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	49.19		06/11/24
						PEST CONTROL			
						PROJECT#: 062511			
2015		12/24	AP	06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	77.50		06/11/24
						PEST CONTROL			
						PROJECT#: 062515			
2015		12/24	AP	06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	180.31		06/11/24
						PEST CONTROL			
						PROJECT#: 062506			
2015		12/24	AP	06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	482.50		06/11/24
						PEST CONTROL			
						PROJECT#: 062501			

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FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
2015				12/24 AP 06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	26.75		06/11/24
				PROJECT#: 062505					
2015				12/24 AP 06/01/24	0000000	PLUNKETT'S PEST CONTROL, INC	32.10		06/11/24
				PROJECT#: 062510					
2015				12/24 AP 05/31/24	0000000	PLUNKETT'S PEST CONTROL, INC	75.40		06/11/24
				PROJECT#: 062503					
2015				12/24 AP 05/23/24	0000000	PLUNKETT'S PEST CONTROL, INC	74.90		06/11/24
				PROJECT#: 062506					
				ACCOUNT TOTAL			1,023.61	.00	1,023.61
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	4,500.00		06/11/24
				PROJECT#: 062501					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	1,470.00		06/11/24
				PROJECT#: 062508					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	7,000.00		06/11/24
				PROJECT#: 062507					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	3,165.00		06/11/24
				PROJECT#: 062511					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	3,300.00		06/11/24
				PROJECT#: 062503					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	1,865.00		06/11/24
				PROJECT#: 062506					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION	1,500.00		06/11/24
				PROJECT#: 062505					
2006				12/24 AP 06/01/24	0000000	FRESH START CLEANING SOLUTION		600.00	06/11/24
				PROJECT#: 062515					
2017				12/24 AP 05/30/24	0000000	WOODMAN CONTROLS COMPANY	1,200.00		06/11/24
				PROJECT#: 062511					
2015				12/24 AP 05/27/24	0000000	MILLER WINDOW SERVICE	775.00		06/11/24
				PROJECT#: 062511					
2015				12/24 AP 05/27/24	0000000	MILLER WINDOW SERVICE	325.00		06/11/24
				PROJECT#: 062506					

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
2015		12/24	AP	05/27/24	0000000	MILLER WINDOW SERVICE	890.00		06/11/24	
						WINDOW CLEANING				
						PROJECT#: 062509				
2015		12/24	AP	05/27/24	0000000	MILLER WINDOW SERVICE	114.00		06/11/24	
						WINDOW CLEANING				
						PROJECT#: 062505				
2015		12/24	AP	05/27/24	0000000	MILLER WINDOW SERVICE	885.00		06/11/24	
						WINDOW CLEANING				
						PROJECT#: 062501				
2015		12/24	AP	05/27/24	0000000	MILLER WINDOW SERVICE	585.00		06/11/24	
						WINDOW CLEANING				
						PROJECT#: 062503				
2015		12/24	AP	05/27/24	0000000	MILLER WINDOW SERVICE	265.00		06/11/24	
						WINDOW CLEANING				
						PROJECT#: 062507				
2015		12/24	AP	05/27/24	0000000	VESTIS	56.85		06/11/24	
						MAT SERVICE				
						PROJECT#: 062501				
2006		12/24	AP	05/24/24	0000000	BLACKHAWK SPRINKLERS, INC.	1,014.45		06/11/24	
						FIRE SPRINKLER ANNUAL MAINT				
						PROJECT#: 062506				
2006		12/24	AP	05/24/24	0000000	BLACKHAWK SPRINKLERS, INC.	736.90		06/11/24	
						FIRE SPRINKLER ANNUAL INSPECTION				
						PROJECT#: 062511				
2006		12/24	AP	05/24/24	0000000	BLACKHAWK SPRINKLERS, INC.	266.95		06/11/24	
						FIRE SPRINKLER ANNUAL MAINTENANCE				
						PROJECT#: 062501				
2015		12/24	AP	05/24/24	0000000	VESTIS	134.80		06/11/24	
						MAT AND TOWEL SERVICE				
						PROJECT#: 062506				
1998		12/24	AP	05/13/24	0000000	MILLER WINDOW SERVICE	115.00		06/11/24	
						BUS BENCH WINDOWS				
						ACCOUNT TOTAL	30,163.95	600.00	29,563.95	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.00		06/11/24	
						COPY PAPER				
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.10		06/11/24	
						POST-ITS				
1958		12/24	AP	05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		1.31	06/11/24	
						REF:PENCIL HOLDER				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.27		06/11/24	
						MOUNTING PUTTY,#2 PENCILS				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.12		06/11/24	
						GEL PENS, PENCIL HOLDER				
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50		06/11/24	
						COPY PAPER				

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FUND 101 GENERAL FUND									
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1958		12/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.44		06/11/24
						PENS, DIVIDER TABS			
1958		12/24	AP	04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.85		06/11/24
						PRONG FASTENER			
						ACCOUNT TOTAL	50.28	1.31	48.97
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS									
1959		12/24	AP	02/21/24	0000000	SERVICEWEAR APPAREL, INC.	35.87		06/11/24
						UNIFORM-A KANE HOODED SWEATSHIRT			
1959		12/24	AP	02/21/24	0000000	SERVICEWEAR APPAREL, INC.	12.87		06/11/24
						UNIFORM-C HAGER HAT			
1959		12/24	AP	02/15/24	0000000	SERVICEWEAR APPAREL, INC.		18.10	06/11/24
						REF:UNIFORM-B FOULK 0053998415 WRONG SHIRT			
1959		12/24	AP	02/07/24	0000000	SERVICEWEAR APPAREL, INC.	98.88		06/11/24
						UNIFORM-A VAN RADEN BIB OVERALL L			
						ACCOUNT TOTAL	147.62	18.10	129.52
101-6625-432.72-19 OPERATING SUPPLIES / PRINTING									
2007		12/24	AP	05/07/24	0146571	US BANK	155.10		06/05/24
						MICHAELS STORES 1246 CUSTOM FRAMING-PHOTOGRAPH			
2007		12/24	AP	04/29/24	0146571	US BANK	79.73		06/05/24
						AMERICAN COLOR IMAGING IN HISTORIC PHOTO CANVAS			
2007		12/24	AP	04/24/24	0146571	US BANK	51.36		06/05/24
						RAPIDS REPRODUCTIONS HISTORIC PHOTO PRINT			
						ACCOUNT TOTAL	286.19	.00	286.19
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2005		12/24	AP	06/04/24	0000000	THOMPSON SHOES	144.50		06/11/24
						SAFETY SHOES-B CORDES P.O. 56973			
						ACCOUNT TOTAL	144.50	.00	144.50
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2007		12/24	AP	05/06/24	0146571	US BANK	2,595.00		06/05/24
						KAPLAN-DEARBORN-PPI REG:TOLAN-PE EXAM COURSE			
						ACCOUNT TOTAL	2,595.00	.00	2,595.00
101-6625-432.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS									
1959		12/24	AP	02/29/24	0000000	IOWA CHAPTER-APWA	235.00		06/11/24
						REG:SPRING CONF-CLAYPOOL WEST DES MOINES			

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 203 TAX INCREMENT FINANCING											
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.16				06/11/24
						CORRECTION TAPE, MARKERS, PENS					
						ACCOUNT TOTAL	7.16	.00			7.16
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS											
2035		12/24	AP	06/03/24	0000000	BLACK HAWK RENTAL	36.99				06/11/24
						296 SAW PARTS					
1998		12/24	AP	05/28/24	0000000	O'DONNELL ACE HARDWARE	16.69				06/11/24
						ANGLE GRINDER BLADE					
2015		12/24	AP	05/23/24	0000000	MENARDS-CEDAR FALLS	49.99				06/11/24
						DRILL BIT					
2015		12/24	AP	05/20/24	0000000	MENARDS-CEDAR FALLS	27.99				06/11/24
						1500 SAW					
1998		12/24	AP	05/16/24	0000000	MENARDS-CEDAR FALLS	51.62				06/11/24
						DRILL BITS/EXTENSION CORD 232 SUPPLIES					
						ACCOUNT TOTAL	183.28	.00			183.28
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
2006		12/24	AP	05/28/24	0000000	CITY LAUNDERING CO.	33.09				06/11/24
						1ST AID SUPPLIES					
						ACCOUNT TOTAL	33.09	.00			33.09
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
2015		12/24	AP	05/21/24	0000000	MENARDS-CEDAR FALLS	24.49				06/11/24
						232 SET UP-PVC, ADAPTER					
2015		12/24	AP	05/20/24	0000000	MENARDS-CEDAR FALLS	132.98				06/11/24
						232 SET UP-PIPE,ADAPTER D-RING,WRENCH,DRILL BIT					
						ACCOUNT TOTAL	157.47	.00			157.47
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR											
1998		12/24	AP	05/24/24	0000000	O'DONNELL ACE HARDWARE	17.98				06/11/24
						SPRAY PAINT					
						ACCOUNT TOTAL	17.98	.00			17.98
206-6637-436.73-32 OTHER SUPPLIES / STREETS											
2006		12/24	AP	05/30/24	0000000	BUILDERS SELECT LLC	23.99				06/11/24
						FORMS					
2006		12/24	AP	05/29/24	0000000	BENTON'S READY MIX CONCRETE,	742.50				06/11/24

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS continued									
						CFU STREET REPAIR HOMEWAY DR			
	PROJECT#:				062436				
2006		12/24 AP		05/29/24	0000000	BENTON'S READY MIX CONCRETE, TREMONT	981.50		06/11/24
	PROJECT#:				062436				
1998		12/24 AP		05/28/24	0000000	BUILDERS SELECT LLC	17.98		06/11/24
						CAUTION TAPE			
2006		12/24 AP		05/28/24	0000000	BENTON'S READY MIX CONCRETE, TUCSON	643.50		06/11/24
	PROJECT#:				062436				
2006		12/24 AP		05/23/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH DALLAS DR	693.00		06/11/24
	PROJECT#:				062436				
1998		12/24 AP		05/18/24	0000000	ASPRO, INC. ASPHALT	1,188.30		06/11/24
2006		12/24 AP		05/17/24	0000000	BENTON'S READY MIX CONCRETE, AREND PATCH ON DALLAS	1,510.00		06/11/24
1998		12/24 AP		05/10/24	0000000	BMC AGGREGATES L.C. ROADSTONE ROCK	790.60		06/11/24
2006		12/24 AP		04/30/24	0000000	BENTON'S READY MIX CONCRETE, CFU STREET REPAIR SUNNYSIDE DRIVE	1,245.75		06/11/24
	PROJECT#:				062436				
					ACCOUNT TOTAL		7,837.12	0.00	7,837.12
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2007		12/24 AP		05/03/24	0146571	US BANK	46.07		06/05/24
						CASEYS #3081 GAS FOR CITY VEHICLE			
2007		12/24 AP		05/03/24	0146571	US BANK	676.68		06/05/24
						CROWNE PLAZA KANSAS CITY HOTEL STAY FOR JASON Y			
2007		12/24 AP		05/03/24	0146571	US BANK	751.68		06/05/24
						CROWNE PLAZA KANSAS CITY HOTEL&PRKG-BRIAN S			
2007		12/24 AP		05/03/24	0146571	US BANK	676.68		06/05/24
						CROWNE PLAZA KANSAS CITY HOTEL FOR KEN LEWIS			
2007		12/24 AP		05/03/24	0146571	US BANK	676.68		06/05/24
						CROWNE PLAZA KANSAS CITY HOTEL STAY FOR JOSH T			
2007		12/24 AP		05/02/24	0146571	US BANK	74.96		06/05/24
						CROWNE PLAZA HOTEL BREAKFAST BUFFET			
2007		12/24 AP		05/02/24	0146571	US BANK	59.81		06/05/24
						RAMADA ANKENY FANDB LUNCH FOR JASON Y, BRIAN			
2007		12/24 AP		05/01/24	0146571	US BANK	74.96		06/05/24
						CROWNE PLAZA HOTEL BREAKFAST BUFFET			
2007		12/24 AP		04/30/24	0146571	US BANK	74.96		06/05/24
						CROWNE PLAZA HOTEL BREAKFAST BUFFET			
					ACCOUNT TOTAL		3,112.48	0.00	3,112.48

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FUND 206 STREET CONSTRUCTION FUND									
206-6637	436.83-06	TRANSPORTATION&EDUCATION / EDUCATION							
2007		12/24	AP	05/07/24	0146571	US BANK	150.00		06/05/24
				WWW.APWA.NET		REG:YEAROUS-APWA WINTER			
2007		12/24	AP	05/06/24	0146571	US BANK	150.00		06/05/24
				WWW.APWA.NET		REG:ERIKSON APWA WINTER			
ACCOUNT TOTAL							300.00	.00	300.00
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1959		12/24	AP	05/29/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	10,362.50		06/11/24
				3259-2024		BRIDGE INSPECT			
				PROJECT#:		023259			
ACCOUNT TOTAL							10,362.50	.00	10,362.50
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1959		12/24	AP	06/04/24	0000000	PETERSON CONTRACTORS	94,934.93		06/11/24
				3240-W		27TH STREET RECON			
				PROJECT#:		023240			
1959		12/24	AP	05/14/24	0000000	AECOM TECHNICAL SERVICES, INC	2,457.86		06/11/24
				3240-W		27TH ST RECON			
				PROJECT#:		023240			
ACCOUNT TOTAL							97,392.79	.00	97,392.79
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.58		06/11/24
						CORRECTION TAPE, MARKERS, PENS			
ACCOUNT TOTAL							3.58	.00	3.58
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1998		12/24	AP	05/21/24	0000000	O'DONNELL ACE HARDWARE	55.98		06/11/24
						FUEL FOR GENERATOR			
ACCOUNT TOTAL							55.98	.00	55.98
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2006		12/24	AP	05/28/24	0000000	CITY LAUNDERING CO.	9.54		06/11/24
						1ST AID SUPPLIES			
ACCOUNT TOTAL							9.54	.00	9.54
206-6647-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									

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FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
2007		12/24 AP		05/03/24	0146571	US BANK	286.48			06/05/24
						STAYBRIDGE SUITES				
						HTL:RILEY-IMSA CERT.CLASS				
2007		12/24 AP		05/02/24	0146571	US BANK	45.58			06/05/24
						LOVE'S #0685 OUTSIDE				
						GAS:RILEY-IMSA CERT.CLASS				
						ACCOUNT TOTAL	332.06	.00		332.06
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2015		12/24 AP		05/20/24	0000000	TERRY DURIN CO.	10,800.00			06/11/24
						DAMPER FOR TRAFFIC SIGNAL				
1998		12/24 AP		05/17/24	0000000	TAPCO	1,142.50			06/11/24
						CONES				
1998		12/24 AP		05/15/24	0000000	ECHO GROUP, INC.	82.69			06/11/24
						WASHERS/CONNECTORS				
1998		12/24 AP		05/14/24	0000000	MENARDS-CEDAR FALLS	29.99			06/11/24
						WIRE FOR ROUNDABOUT				
						UPGRADE				
1998		12/24 AP		05/13/24	0000000	MENARDS-CEDAR FALLS	279.94			06/11/24
						CABLE/FLOOD LIGHT				
						ROUNDABOUT LIGHT UPGRADE				
						ACCOUNT TOTAL	12,335.12	.00		12,335.12
						FUND TOTAL	132,140.15	.00		132,140.15
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1958		12/24 AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04			06/11/24
						COPY PAPER				
1958		12/24 AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.29			06/11/24
						POST-ITS				
1958		12/24 AP		05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.18		06/11/24
						REF:PENCIL HOLDER				
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.18			06/11/24
						MOUNTING PUTTY,#2 PENCILS				
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.83			06/11/24
						GEL PENS, PENCIL HOLDER				
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			06/11/24
						COPY PAPER				
1958		12/24 AP		04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.35			06/11/24
						ENVELOPES				
						9X12 BROWN, 6X9 WHITE				
1958		12/24 AP		04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47			06/11/24
						PENS, DIVIDER TABS				
1958		12/24 AP		04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.20			06/11/24
						PRONG FASTENER				
						ACCOUNT TOTAL	35.88	.18		35.70

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									POST DT
FUND 217 SECTION 8 HOUSING FUND									
FUND TOTAL							35.88	.18	35.70
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76		06/11/24
COPY PAPER									
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.06		06/11/24
POST-ITS									
1958		12/24	AP	05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.04	06/11/24
REF:PENCIL HOLDER									
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.04		06/11/24
MOUNTING PUTTY,#2 PENCILS									
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.17		06/11/24
GEL PENS, PENCIL HOLDER									
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.38		06/11/24
COPY PAPER									
1958		12/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.09		06/11/24
PENS, DIVIDER TABS									
1958		12/24	AP	04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.24		06/11/24
PRONG FASTENER									
ACCOUNT TOTAL							1.74	.04	1.70
FUND TOTAL							1.74	.04	1.70
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
1959		12/24	AP	06/04/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	48,839.02		06/11/24
3271-N CEDAR HEIGHTS PH2									
PROJECT#: 023271									
1959		12/24	AP	06/04/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	59,349.54		06/11/24
3271-N CEDAR HEIGHTS PH1A									
PROJECT#: 023271									
2005		12/24	AP	05/30/24	0000000	AHLERS AND COONEY, P.C.	2,769.96		06/11/24
LGL:023271:N.CDR HTS 04/16/24-05/15/24									
PROJECT#: 023271									
1959		12/24	AP	05/14/24	0000000	AECOM TECHNICAL SERVICES, INC	9,185.59		06/11/24
3271-N CEDAR HEIGHTS PH1 04/13-05/10/24									
PROJECT#: 023271									
ACCOUNT TOTAL							120,144.11	.00	120,144.11
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1959		12/24	AP	06/03/24	0000000	PETERSON CONTRACTORS	238,254.60		06/11/24
3283-MAIN ST RECONSTRUCT									

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										BALANCE

FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT continued										
PROJECT#: 023283										
1959		12/24	AP	05/30/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	72,089.43		06/11/24	
						SERVICES THROUGH 05/17/24				
PROJECT#: 023283										
2005		12/24	AP	02/20/24	0000000	STICKFORT ELECTRIC CO., INC.	2,975.36		06/11/24	
						LIGHT POLE-MAIN/SEERLEY				
PROJECT#: 023283										
ACCOUNT TOTAL							313,319.39	.00	313,319.39	
FUND TOTAL							433,463.50	.00	433,463.50	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1958		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		06/11/24	
COPY PAPER										
1958		12/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		06/11/24	
COPY PAPER										
ACCOUNT TOTAL							4.56	.00	4.56	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2007		12/24	AP	05/20/24	0146571	US BANK	14.85		06/05/24	
MCDONALD'S M2035 MEAL:OTT-STATE TRACK MEET										
2007		12/24	AP	05/17/24	0146571	US BANK	12.39		06/05/24	
MCDONALD'S M2035 MEAL:OTT-STATE TRACK MEET										
2007		12/24	AP	05/08/24	0146571	US BANK	26.91		06/05/24	
JW'S PUB & GRUB MEAL:MENNEN-CF BOY SOCCER										
2007		12/24	AP	04/29/24	0146571	US BANK	12.17		06/05/24	
UNIONSTATIONSPORTBAR MEAL:MENNEN-CF SOCCER										
ACCOUNT TOTAL							66.32	.00	66.32	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2005		12/24	AP	06/04/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO	1,481.76		06/11/24	
FUJINON MS-01 SEMI SERVO										
ACCOUNT TOTAL							1,481.76	.00	1,481.76	
FUND TOTAL							1,552.64	.00	1,552.64	

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FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1958		12/24 AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		06/11/24
						COPY PAPER			
1958		12/24 AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.57		06/11/24
						POST-ITS			
1958		12/24 AP		05/10/24	0000000	OFFICE EXPRESS OFFICE PRODUCT		.36	06/11/24
						REF:PENCIL HOLDER			
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.35		06/11/24
						MOUNTING PUTTY,#2 PENCILS			
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.66		06/11/24
						GEL PENS, PENCIL HOLDER			
1958		12/24 AP		04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		06/11/24
						COPY PAPER			
1958		12/24 AP		04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.93		06/11/24
						PENS, DIVIDER TABS			
1958		12/24 AP		04/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.39		06/11/24
						PRONG FASTENER			
						ACCOUNT TOTAL	12.74	.36	12.38
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
2005		12/24 AP		05/31/24	0000000	IPS GROUP, INC	130.47		06/11/24
						GATEWAY FEES-MAY 2024			
						(2 PAY STATIONS)			
2005		12/24 AP		05/31/24	0000000	IPS GROUP, INC	4,266.74		06/11/24
						PARKING CITATION FEES			
						MAY 2024			
						ACCOUNT TOTAL	4,397.21	.00	4,397.21
						FUND TOTAL	4,409.95	.36	4,409.59
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2007		12/24 AP		05/20/24	0146571	US BANK	49.95		06/05/24
						AMZN MKTP US*OA4FZ1H93			
						MONTIOR STAND-TOURISM			
						ACCOUNT TOTAL	49.95	.00	49.95
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM									
2007		12/24 AP		05/20/24	0146571	US BANK		23.55	06/05/24
						PADDLE.NET* ELFSIGHT			
						TAX REFUND			
2007		12/24 AP		05/16/24	0146571	US BANK	36.51		06/05/24
						DNH*GODADDY.COM			
						DOMAIN REG:RIVER PK NAMES			
2007		12/24 AP		05/08/24	0146571	US BANK	360.00		06/05/24
						PADDLE.NET* ELFSIGHT			
						APPS PROPACK WEB/SOCIAL			
						ACCOUNT TOTAL	396.51	23.55	372.96

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FUND 261 TOURISM & VISITORS									
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
2021		12/24	AP	05/22/24	0000000	TWO RIVERS MARKETING	475.00		06/11/24
						MAY REPORT/ANALYTICS			
2007		12/24	AP	05/10/24	0146571	US BANK	11.94		06/05/24
						FACEBK* 5CQH45LGB2			
						TWO RIVERS FLIGHT 3			
2007		12/24	AP	05/10/24	0146571	US BANK	107.97		06/05/24
						FACEBK* 6Q7GU28GB2			
						TWO RIVERS META CAMPAIGN			
2007		12/24	AP	05/02/24	0146571	US BANK	316.64		06/05/24
						GOOGLE*ADS4363039278			
						TWO RIVERS GOOGLE CAMPGN			
2007		12/24	AP	04/30/24	0146571	US BANK	250.00		06/05/24
						FACEBK* PNCYAZXFB2			
						TWO RIVERS META CAMPAIGN			
						ACCOUNT TOTAL	1,161.55	.00	1,161.55
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2007		12/24	AP	05/08/24	0146571	US BANK	325.00		06/05/24
						TEMPEST INTERACTIVE			
						REG:KERI-UPPER MDWEST CVB			
						PROJECT#: 032424			
						ACCOUNT TOTAL	325.00	.00	325.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1963		12/24	AP	05/24/24	0000000	VESTIS	7.80		06/11/24
						MAT SERVICE			
						ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
2007		12/24	AP	05/20/24	0146571	US BANK	16.98		06/05/24
						MARTIN BROTHERS			
						SUPPLIES-VOLUNTEER APPREC			
1963		12/24	AP	05/14/24	0000000	CEDAR FALLS LASER ENGRAVING,	40.00		06/11/24
						5 STAFF NAME BADGES			
2007		12/24	AP	05/01/24	0146571	US BANK	100.00		06/05/24
						PALMER'S FAMILY FUN CENTE			
						MINI-GOLF PUTTERS			
						ACCOUNT TOTAL	156.98	.00	156.98
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
2021		12/24	AP	05/31/24	0000000	DOLLY'S PARTY BUS	500.00		06/11/24
						LIONS CLUB STATE CONVENTN			
						TRANSPORTATION SPONSOR			
1963		12/24	AP	05/17/24	0000000	AMERICAN COLOR IMAGING	15.00		06/11/24
						TOURISM ON TAP PARTNERSHIP			
						CARDS			
						ACCOUNT TOTAL	515.00	.00	515.00

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1963		12/24	AP	05/15/24	0000000	IOWA DEPT-JUSTICE	3,000.00		06/11/24	
		2024	IA			SEXUAL ASSUALT RESPONSE CONFERENCE				
ACCOUNT TOTAL							3,000.00	.00	3,000.00	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS										
2007		12/24	AP	05/02/24	0146571	US BANK	35.26		06/05/24	
						WAL-MART #0753				
						PROJECT#: 032372				
2007		12/24	AP	04/26/24	0146571	US BANK	60.00		06/05/24	
						COPYWORKS CEDAR FALLS				
						PROJECT#: 032372				
ACCOUNT TOTAL							95.26	.00	95.26	
FUND TOTAL							5,708.05	23.55	5,684.50	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2008		12/24	AP	05/20/24	0146571	US BANK	105.40		06/05/24	
						AMZN MKTP US*CB66H6YY3				
						COFFEE, CREAMR, FOOD BAGS				
2008		12/24	AP	04/25/24	0146571	US BANK	33.96		06/05/24	
						AMAZON.COM*TE8JN9JI3				
						REGULAR & DECAF COFFEE				
ACCOUNT TOTAL							139.36	.00	139.36	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1668		12/24	AP	05/27/24	0000000	VESTIS	7.80		06/11/24	
						COMM. CENTER MAT SERVICE				
1668		12/24	AP	05/13/24	0000000	VESTIS	7.80		06/11/24	
						COMM. CENTER MAT SERVICE				
2008		12/24	AP	05/06/24	0146571	US BANK	12.99		06/05/24	
						AMZN MKTP US*NN8RS3FL3				
						PRTABLE FIRST AID KIT				
1668		12/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	28.12		06/11/24	
						FIRST AID SUPPLY SERVICE-				
						COMMUNITY CENTER				
1668		12/24	AP	04/26/24	0000000	VESTIS	7.80		06/11/24	
						COMM. CENTER MAT SERVICE				
ACCOUNT TOTAL							64.51	.00	64.51	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1668		12/24	AP	05/30/24	0000000	HEARST CENTER FOR THE ARTS	180.00		06/11/24	
						PAINT ALONG ON 5/29				
1668		12/24	AP	05/09/24	0000000	MASMAR, MANDY SUE	160.00		06/11/24	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING continued										
SENIOR LINE DANCING FOR APRIL '24										
2008		12/24 AP	05/09/24	0146571	US BANK	289.77			06/05/24	
		PY *SHIRT SHACK INC.			WALKING CLUB T-SHIRTS					
ACCOUNT TOTAL						629.77		.00	629.77	
FUND TOTAL						833.64		.00	833.64	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS										
1955		12/24 AP	05/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	26.42			06/11/24	
CARDSTOCK FOR EDUCATION SCHEELS FUNDS										
2007		12/24 AP	05/17/24	0146571	US BANK	17.07			06/05/24	
AMZN MKTP US*580F35BR3										
2007		12/24 AP	04/30/24	0146571	US BANK	28.98			06/05/24	
AMZN MKTP US*7Q6808653										
2007		12/24 AP	04/26/24	0146571	US BANK	68.01			06/05/24	
WAL-MART #0753										
SANDPAPER, GEMS, TSHIRTS										
ACCOUNT TOTAL						140.48		.00	140.48	
FUND TOTAL						140.48		.00	140.48	
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE										
1959		12/24 AP	06/04/24	0000000	PETERSON CONTRACTORS	5,041.57			06/11/24	
3290-CEDAR RIVER REC										
PROJECT#: 023290										
ACCOUNT TOTAL						5,041.57		.00	5,041.57	
FUND TOTAL						5,041.57		.00	5,041.57	

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 438 2020 BOND FUND								
438-1220-431.98-83					CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON			
1959		12/24 AP		05/29/24	0000000 SNYDER & ASSOCIATES, INC.	1,070.26		06/11/24
					3171-CEDAR HEIGHTS RECON THROUGH 04/30/24 SURVEY			
PROJECT#:		023171						
ACCOUNT TOTAL						1,070.26	.00	1,070.26
FUND TOTAL						54,365.16	.00	54,365.16
FUND 439 2022 BOND FUND								
439-1220-431.98-87					CAPITAL PROJECTS / SLOPE REPAIR			
1959		12/24 AP		05/15/24	0000000 AECOM TECHNICAL SERVICES, INC	14,209.29		06/11/24
					3256-GREENWOOD CEM SLOPE 04/13-05/10/24			
PROJECT#:		023256						
ACCOUNT TOTAL						14,209.29	.00	14,209.29
439-1220-431.98-96 CAPITAL PROJECTS / FINANCIAL SYSTEM								
2005		12/24 AP		05/24/24	0000000 BERRY DUNN MCNEIL & PARKER, L	7,800.00		06/11/24
					ERP IMPLEMENTATION APRIL 2024			
PROJECT#:		012022						
ACCOUNT TOTAL						7,800.00	.00	7,800.00
FUND TOTAL						22,009.29	.00	22,009.29
FUND 443 CAPITAL PROJECTS								
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
483-2245-432.89-02					MISCELLANEOUS SERVICES / PROPERTY TAX REBATES			
2005		12/24 AP		06/06/24	0000000 MARTIN REALTY COMPANY II LLC	1,987.34		06/11/24
					FOURTH ANNUAL TAX REBATE 6623 CHANCELLOR DRIVE			
ACCOUNT TOTAL						1,987.34	.00	1,987.34
483-2245-432.89-03 MISCELLANEOUS SERVICES / CFU-TIF PAYMENT								
2005		12/24 AP		06/01/24	0000000 CEDAR FALLS UTILITIES	250,000.00		06/11/24
					FY24 TIF 2ND 1/2 UNIFIED			
ACCOUNT TOTAL						250,000.00	.00	250,000.00
FUND TOTAL						251,987.34	.00	251,987.34

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2018 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	30.08	06/11/24
						CORRECTION TAPE, MARKERS, PENS		
ACCOUNT TOTAL						30.08	.00	30.08
551-6685-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
2007		12/24	AP	05/06/24	0146571	US BANK	245.00	06/05/24
						SOLID WASTE ASSOCIA SWANA MEMBER DUES-DOYLE		
ACCOUNT TOTAL						245.00	.00	245.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
2007		12/24	AP	04/23/24	0146571	US BANK	179.70	06/05/24
						AMAZON.COM*SD1SK34C3 CITY CLEAN UP BAGS		
2015		12/24	AP	03/11/24	0000000	NORTH AMERICAN SAFETY, INC	634.25	06/11/24
						CITY CLEAN UP VESTS		
ACCOUNT TOTAL						813.95	.00	813.95
FUND TOTAL						1,089.03	.00	1,089.03
FUND 552 SEWER RENTAL FUND								
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.73	06/11/24
						CORRECTION TAPE, MARKERS, PENS		
ACCOUNT TOTAL						5.73	.00	5.73
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
2018		12/24	AP	05/21/24	0000000	O'DONNELL ACE HARDWARE	41.95	06/11/24
						INSECT REPELLANT		
2018		12/24	AP	05/17/24	0000000	CAMPBELL SUPPLY WATERLOO	17.40	06/11/24
						SAFETY GLOVES		
ACCOUNT TOTAL						59.35	.00	59.35

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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									
2018		12/24	AP	05/31/24	0000000	VESSCO, INC.	862.55		06/11/24
						GRIT PUMP PARTS			
2018		12/24	AP	05/30/24	0000000	O'DONNELL ACE HARDWARE	19.98		06/11/24
						COIL CLEANER GENERATOR			
2018		12/24	AP	05/28/24	0000000	HUPP ELECTRIC MOTORS	2,858.00		06/11/24
						LEVVEE PS SOFT START			
2018		12/24	AP	05/24/24	0000000	O'DONNELL ACE HARDWARE	95.34		06/11/24
						FLOW METER MAINT SUPPLIES			
2018		12/24	AP	05/23/24	0000000	O'DONNELL ACE HARDWARE	13.98		06/11/24
						SILICONE			
2018		12/24	AP	05/22/24	0000000	POLK'S LOCK SERVICE, INC.	261.50		06/11/24
						PADLOCKS			
						ACCOUNT TOTAL	4,111.35	.00	4,111.35
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
2018		12/24	AP	06/03/24	0000000	GPM	3,814.00		06/11/24
						PORTABLE LAB SAMPLER			
2018		12/24	AP	05/20/24	0000000	ENVIRONMENTAL RESOURCE ASSOCI	669.64		06/11/24
						DMRQA SUPPLIES			
2007		12/24	AP	05/14/24	0146571	US BANK		28.35	06/05/24
						TELEDYNE INSTRUMENTS INC			
						TAX REF: SAMPLER BATTERY			
2007		12/24	AP	05/06/24	0146571	US BANK	433.35		06/05/24
						TELEDYNE INSTRUMENTS INC			
						SAMPLER BATTERY			
						ACCOUNT TOTAL	4,916.99	28.35	4,888.64
552-6665-436.74-05 SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY									
2018		12/24	AP	06/03/24	0000000	O'DONNELL ACE HARDWARE	21.07		06/11/24
						HYDRO ROOT CUTTER SUPPLIE			
						S			
2018		12/24	AP	05/16/24	0000000	MID-IOWA SOLID WASTE EQUIPMEN	1,300.00		06/11/24
						HYDRO SUPPLIES			
						ACCOUNT TOTAL	1,321.07	.00	1,321.07
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
2015		12/24	AP	05/31/24	0000000	UTILITY EQUIPMENT COMPANY	509.64		06/11/24
						MANHOLE CASTING			
2006		12/24	AP	05/23/24	0000000	BENTON'S READY MIX CONCRETE,	544.50		06/11/24
						ALVARADO BOXOUTS			
						ACCOUNT TOTAL	1,054.14	.00	1,054.14
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL									
2006		12/24	AP	05/23/24	0000000	IOWA ONE CALL	419.40		06/11/24

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FUND 552 SEWER RENTAL FUND										
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL						continued				
2018				12/24	AP 05/23/24 0000000	O'DONNELL ACE HARDWARE	10.69			06/11/24
						IOWA ONE CALLS				
						ONE CALL PAINT				
ACCOUNT TOTAL							430.09	.00	430.09	
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										
2007				12/24	AP 05/16/24 0146571	US BANK		34.99		06/05/24
						STAPLES				
						00104141				
2007				12/24	AP 05/16/24 0146571	US BANK	34.99			06/05/24
						STAPLES				
						00104141				
2007				12/24	AP 04/25/24 0146571	US BANK	19.95			06/05/24
						AMZN MKTP US*VF83S3903				
						REPLACEMENT BATTERY				
ACCOUNT TOTAL							54.94	34.99	19.95	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2007				12/24	AP 04/30/24 0146571	US BANK	260.00			06/05/24
						WPY*IOWA WATER ENVIRONMEN				
						REG:AALFS-IAWEA CONFENCE				
ACCOUNT TOTAL							260.00	.00	260.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2018				12/24	AP 05/31/24 0000000	ELECTRONIC ENGINEERING	885.75			06/11/24
						PARRISH ALARM TROUBLESHOO				
						TING				
2018				12/24	AP 05/24/24 0000000	QUALITY FLOW SYSTEMS, INC.	4,705.07			06/11/24
						PARK DRIVE VFD				
2007				12/24	AP 05/16/24 0146571	US BANK	466.80			06/05/24
						AMZN MKTP US*8V0WN6063				
						UPS DEVICES-WATER REC				
ACCOUNT TOTAL							6,057.62	.00	6,057.62	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
2018				12/24	AP 05/27/24 0000000	VESTIS	34.46			06/11/24
						MOPS AND TOWELS				
ACCOUNT TOTAL							34.46	.00	34.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
2018				12/24	AP 05/31/24 0000000	EUROFINS CEDAR FALLS	786.00			06/11/24
						LAB ANALYSIS				
ACCOUNT TOTAL							786.00	.00	786.00	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1959				12/24	AP 05/14/24 0000000	AECOM TECHNICAL SERVICES, INC	1,393.27			06/11/24
						3332-S MAIN SAN SEWER EXT				
						04/13-05/10/24				
						PROJECT#: 023332				
						ACCOUNT TOTAL	1,393.27	.00	1,393.27	
						FUND TOTAL	20,485.01	63.34	20,421.67	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1958				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			06/11/24
						COPY PAPER				
1958				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.23			06/11/24
						POST-ITS				
1958				12/24	AP 05/10/24 0000000	OFFICE EXPRESS OFFICE PRODUCT		.14		06/11/24
						REF:PENCIL HOLDER				
1958				12/24	AP 04/18/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.14			06/11/24
						MOUNTING PUTTY,#2 PENCILS				
1958				12/24	AP 04/18/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.66			06/11/24
						GEL PENS, PENCIL HOLDER				
1958				12/24	AP 04/18/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90			06/11/24
						COPY PAPER				
1958				12/24	AP 04/09/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.37			06/11/24
						PENS, DIVIDER TABS				
1958				12/24	AP 04/01/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.96			06/11/24
						PRONG FASTENER				
						ACCOUNT TOTAL	8.06	.14	7.92	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
2035				12/24	AP 06/05/24 0000000	BUILDERS SELECT LLC	29.98			06/11/24
						FOAM-FANDRE INTAKE				
2035				12/24	AP 06/05/24 0000000	BUILDERS SELECT LLC	153.52			06/11/24
						PLYWOOD-FANDRE INTAKE				
2035				12/24	AP 05/30/24 0000000	C & C WELDING & SANDBLASTING	405.75			06/11/24
						MR MANHOLE				
2006				12/24	AP 05/29/24 0000000	BENTON'S READY MIX CONCRETE,	446.00			06/11/24
						STORMWATER INTAKE REBUILD				
						FANDRE DR				
2006				12/24	AP 05/28/24 0000000	BENTON'S READY MIX CONCRETE,	223.00			06/11/24
						STORMWATER INTAKE REBUILD				
						W 20TH STREET				
2006				12/24	AP 05/17/24 0000000	BENTON'S READY MIX CONCRETE,	507.50			06/11/24
						BIRDSALL AND BARNETT				
						INTAKE				
						ACCOUNT TOTAL	1,765.75	.00	1,765.75	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 555 STORM WATER UTILITY										
555-6630-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1959		12/24 AP		05/29/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	19,258.75			06/11/24
		3261-KATOSKI				BRIDGE REPL				
		PROJECT#:		023261		SERVICIES THROUGH 05/17/24				
ACCOUNT TOTAL							19,258.75	.00		19,258.75
FUND TOTAL							21,032.56	.14		21,032.42
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2007		12/24 AP		05/20/24	0146571	US BANK	29.64			06/05/24
		WAL-MART #0753				USB-C CABLES-INVENTORY				
2007		12/24 AP		05/13/24	0146571	US BANK	94.56			06/05/24
		AMZN MKTP US*0K9H45TM3				SD CARDS-PW CAMERAS				
2007		12/24 AP		05/06/24	0146571	US BANK	69.23			06/05/24
		AMAZON MAR* 111-474240				ID BADGE HOLDER-INVENTORY				
ACCOUNT TOTAL							193.43	.00		193.43
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
2005		12/24 AP		05/22/24	0000000	GORDON FLESCH COMPANY	1,640.21			06/11/24
		COPIERS/ASI-24629-MPS-01				05/22/21-06/21/24				
ACCOUNT TOTAL							1,640.21	.00		1,640.21
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2005		12/24 AP		05/13/24	0000000	CDW GOVERNMENT, INC.	648.16			06/11/24
		UPS BATTERY REPLACEMENTS				PUBLIC SAFETY				
2007		12/24 AP		04/30/24	0146571	US BANK	69.25			06/05/24
		AMZN MKTP US*AC3E18RI3				CLEANING KIT-ID PRINTER				
ACCOUNT TOTAL							717.41	.00		717.41
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
2005		12/24 AP		06/03/24	0000000	BLUEBEAM INC	495.00			06/11/24
		BLUEBEAM LICENSES-ENGRING								
2007		12/24 AP		05/03/24	0146571	US BANK	422.94			06/05/24
		DRI*MINITool SOFTWARE				PARTITION MGMT SOFTWARE				
ACCOUNT TOTAL							917.94	.00		917.94
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										

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FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2005		12/24	AP	05/24/24	0000000	CDW GOVERNMENT, INC.	6,380.09			06/11/24
FY24 LAPTOPS										
2005		12/24	AP	05/24/24	0000000	IT SAVVY, LLC	16,425.00			06/11/24
(15) FY24 DESKTOPS										
2007		12/24	AP	05/13/24	0146571	US BANK	789.80			06/05/24
AMZN MKTP US*YX6T249M3 24" MONITORS-INVENTORY										
ACCOUNT TOTAL							23,594.89	.00	23,594.89	
FUND TOTAL							27,063.88	.00	27,063.88	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
2005		12/24	AP	06/03/24	0000000	PDCM INSURANCE	3,541.66			06/11/24
BENEFITS CONSULTING SERV. JUNE 2024										
ACCOUNT TOTAL							3,541.66	.00	3,541.66	
FUND TOTAL							3,541.66	.00	3,541.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2015		12/24	AP	05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.88			06/11/24
CORRECTION TAPE, MARKERS, PENS										
ACCOUNT TOTAL							7.88	.00	7.88	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
2035		12/24	AP	06/04/24	0000000	NORTHLAND PRODUCTS CO,	70.40			06/11/24
USED OIL COLLECTION										
2035		12/24	AP	05/24/24	0000000	NEXUS CORPORATION	18,542.00			06/11/24
#2 DYED DIESEL AT 2200 TECH										
2035		12/24	AP	05/23/24	0000000	NORTHLAND PRODUCTS CO,	80.40			06/11/24
USED OIL COLLECTION										
2035		12/24	AP	05/21/24	0000000	NEXUS CORPORATION	21,597.30			06/11/24
GAS AT 2200 TECH										
ACCOUNT TOTAL							40,290.10	.00	40,290.10	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
2035		12/24	AP	06/06/24	0000000	KAY, PHILIP R.	18.10			06/11/24

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS							continued		
DRILL BIT									
ACCOUNT TOTAL							18.10	.00	18.10
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2006				12/24 AP 05/28/24	0000000	CITY LAUNDERING CO. 1ST AID SUPPLIES	20.10		06/11/24
ACCOUNT TOTAL							20.10	.00	20.10
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
2035				12/24 AP 06/03/24	0000000	KOLOR TEK IOWA LLC REMOVAL OF FALLOUT RASH ON VEHICLES	1,600.00		06/11/24
2035				12/24 AP 05/23/24	0000000	FORCE AMERICA DISTRIBUTING LL VALVE FOR EMERGENCY SHUT DOWN #243	190.01		06/11/24
2035				12/24 AP 05/22/24	0000000	LAWSON PRODUCTS, INC. MISC SHOP SUPPLIES	1,773.64		06/11/24
1998				12/24 AP 05/17/24	0000000	MENARDS-CEDAR FALLS CUP HOLDER FOR 346	17.98		06/11/24
ACCOUNT TOTAL							3,581.63	.00	3,581.63
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
2035				12/24 AP 06/01/24	0000000	RADIO COMMUNICATIONS CO., INC. 2 WAY RADIO CHARGES	2,200.00		06/11/24
2035				12/24 AP 05/29/24	0000000	PRECISE MRM LLC AVL CHARGES	1,140.00		06/11/24
ACCOUNT TOTAL							3,340.00	.00	3,340.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
2035				12/24 AP 05/30/24	0000000	D & D TIRE INC. #382 LRI TIRE REPAIR	380.00		06/11/24
2035				12/24 AP 05/20/24	0000000	D & D TIRE INC. #372 TIRES	745.00		06/11/24
2035				12/24 AP 05/20/24	0000000	D & D TIRE INC. #382 LFI	145.00		06/11/24
2035				12/24 AP 05/17/24	0000000	D & D TIRE INC. #280 LR REPAIR	265.00		06/11/24
2035				12/24 AP 04/03/24	0000000	D & D TIRE INC. #340 TAG TIRES	600.00		06/11/24
ACCOUNT TOTAL							2,135.00	.00	2,135.00

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08						RENTALS / WORK BY OUTSIDE AGENCY			
2035		12/24	AP	05/30/24	0000000	SANDEE'S	25.00	06/11/24	
						PD02 LIGHT DISPLAY DECAL			
ACCOUNT TOTAL							25.00	.00	25.00
685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2035		12/24	AP	05/24/24	0000000	ECHO GROUP, INC.	104.80	06/11/24	
						OIL ROOM EXPANSION			
PROJECT#:						062386			
2035		12/24	AP	05/21/24	0000000	ECHO GROUP, INC.	174.12	06/11/24	
						OIL ROOM EXPANSION			
PROJECT#:						062386			
1998		12/24	AP	05/13/24	0000000	MENARDS-CEDAR FALLS	58.04	06/11/24	
						LUMBER-BULK STORAGE			
PROJECT#:						062386			
ACCOUNT TOTAL							336.96	.00	336.96
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
2035		12/24	AP	06/06/24	0000000	DAN DEERY MOTOR	40,625.50	06/11/24	
						VAN FOR HEARST CENTER			
						VM00664			
2005		12/24	AP	05/24/24	0000000	METROPOLITAN TRANSIT AUTHORIT	2,715.00	06/11/24	
						LD 2024 HOUGLAND BUS			
						CEDAR FALLS SHARE			
ACCOUNT TOTAL							43,340.50	.00	43,340.50
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
2035		12/24	AP	06/04/24	0000000	DENT TEK-IOWA LLC	125.00	06/11/24	
						#2102 FORD SCRATCH REPAIR			
ACCOUNT TOTAL							125.00	.00	125.00
FUND TOTAL							93,220.27	.00	93,220.27
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			
2005		12/24	AP	05/21/24	0000000	ARTHUR J. GALLAGHER RISK MGMT	134.00	06/11/24	
						FINE ART TRANSIT INSUR.			
2005		12/24	AP	05/17/24	0000000	ARTHUR J. GALLAGHER RISK MGMT	4,350.00	06/11/24	
						23/24 CRIME POLICY-JULY			
						INSTALLMENT 2			
ACCOUNT TOTAL							4,484.00	.00	4,484.00

PREPARED 06/11/2024, 10:08:30
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 11/2024

GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 689						LIABILITY INSURANCE FUND			
						FUND TOTAL	4,484.00	.00	4,484.00
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	1,302,908.21	843.57	1,302,064.64