



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, APRIL 05, 2021
7:00 PM AT CITY HALL**

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of March 15, 2021.

Agenda Revisions

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

Special Presentations

- 2. Proclamation recognizing April 2021 as Sexual Assault Awareness Month.
- 3. Proclamation recognizing April 4-10, 2021 as National Library Week.
- 4. Proclamation recognizing April 4-11, 2021 as Days of Remembrance For the Victims of the Holocaust.
- 5. Proclamation recognizing April 18-24, 2021 as City-Wide Cleanup Week.

Special Order of Business

- 6. Public hearing to consider entering into an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 19, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

d) Public comments.

e) Resolution approving and authorizing execution of an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th Street.

Old Business

- [7.](#) Pass Ordinance #2987, amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings, upon its third and final consideration.
- [8.](#) Resolution extending the face mask mandate for the City of Cedar Falls.

New Business

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

- [9.](#) Receive and file Mayor's Monthly Report for March 2021.
- [10.](#) Approve the recommendation of the Mayor relative to the appointment of John Clopton to the Civil Service Commission, term ending 04/07/2025.
- [11.](#) Receive and file the resignation of Sue Armbrrecht as a member of the Civil Service Commission.
- [12.](#) Receive and file the Committee of the Whole minutes of March 15, 2021 relative to the following items:
 - a) Mayor & City Administrator Ordinance Updates.
 - b) Main Street Traffic Study.
- [13.](#) Receive and file Departmental Monthly Reports of February, 2021.
- [14.](#) Approve the application of Bani's, 2128 College St, for a cigarette/tobacco/nicotine/vapor permit.
- [15.](#) Approve the following applications for beer permits and liquor licenses:
 - a) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
 - b) Luxe Nail Bar, 5907 University Avenue, Class C liquor - renewal
 - c) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor & outdoor service - renewal.
 - d) Prime Mart, 2728 Center Street, Class E liquor – renewal.
 - e) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (May 7, 14, 21 & 28, 2021)
 - f) Bani's, 2128 College Street, Class E liquor - new.

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.)

- [16.](#) Resolution naming official depositories for the City of Cedar Falls.
- [17.](#) Resolution approving and authorizing the transfer of funds from the 2018 General Obligation Bond fund to the Capital Projects fund relative to the completion of the Center Street Recreational Trail Project.
- [18.](#) Resolution approving and authorizing the transfer of funds from the Street Repair Fund (LOST) to the 2012 General Obligation Bond fund relative to the completion of the Greenhill Road Extension Project.
- [19.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 710 West 13th Street.
- [20.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 1303 Walnut Street.

- [21.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Cities Digital Incorporated (CDI) relative to integrating the City's financial system with the document imaging system.
- [22.](#) Resolution approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with the Black Hawk County Metropolitan Planning Organization (MPO) relative to the Main Street Reconstruction Project.
- [23.](#) Resolution approving and authorizing execution of a Third Amendment to Agreement for Private Development with River Place Properties, LC relative to the River Place Development Project. (city staff recommending denial)
- [24.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 302 Main Street.
- [25.](#) Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with St. Patrick Catholic School for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [26.](#) Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Valley Lutheran School for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- [27.](#) Resolution approving and authorizing execution of a Second Amendment for Professional Services with the Northeast Iowa Food Bank for additional Community Development Block Grant (CDBG-CV1) funding relative to the CARES Act.
- [28.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. for survey services relative to the Downtown Streetscape and Reconstruction Project – Phase II.
- [29.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors Inc., in the amount of \$4,028,395.50, for the 2021 Street Construction Project.
- [30.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the 2021 Street Construction Project. (contingent upon approval of previous item)
- [31.](#) Resolution approving and accepting the contract and bond of Municipal Pipe Tool, LLC for the 2021 Sanitary Sewer Rehabilitation Project.
- [32.](#) Resolution approving and accepting completion of public improvements in Prairie Winds 5th Addition.
- [33.](#) Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for 2021 survey services.

Ordinances

- [34.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to mayor and city administrator duties, upon its first consideration.

Allow Bills and Claims

- [35.](#) Allow Bills and Claims of April 5, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MARCH 15, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:07 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn (via video conference). Absent: None.

53249 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of March 1, 2021 be approved as presented and ordered of record. Motion carried unanimously.

53250 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that agenda item 14 contained a scrivener's error that incorrectly referenced a final plat instead of completion of public improvements of Pheasant Hollow Seventh Addition, noting that the supporting documents in the meeting packet were correct.

53251 - Rosemary Beach, 5018 Sage Road, requested lowering the speed limit near the intersection of West 1st Street and Main Street.

Jim Skaine, 2215 Clay Street, commented on Mayor/Administrator roles regarding the agenda, expressed his concerns with roundabouts on Main Street and his belief that the agenda does not conform to Robert's Rules of Order.

Rick Sharp, 1623 Birch Street, stated that he could not see the Council meeting in Zoom.

Mayor Green responded to a question by Councilmember Harding regarding control of the agenda and confirmed that he reviews and approves agenda items.

53252 - Mayor Green read a proclamation declaring March 22, 2021 as *March for Meals Day* and Northeast Iowa Area Agency on Aging representative Elise Bovy commented.

53253 - Mayor announced that in accordance with the public notice of March 5, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Construction Project. It was then moved by Miller and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

53254 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Claypool provided a brief summary of the proposed project. Following a question by Jim Skaine, 2215 Clay Street, and response by Claypool, the Mayor declared the

hearing closed and passed to the next order of business.

- 53255 - It was moved by Kruse and seconded by Miller that Resolution #22,292, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Street Construction Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,292 duly passed and adopted.

- 53256 - It was moved by Miller and seconded by Harding that Ordinance #2987, amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings, 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: Miller, Kruse, Harding, Darrah, Dunn. Nay: deBuhr. Sires. Motion carried.

- 53257 - It was moved by Kruse and seconded by deBuhr that Resolution #22,293, approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc, be adopted. Sturgis Falls Celebration President Jay Stoddard, 228 Maryhill Drive, provided a brief presentation.

The following individuals spoke in opposition to the proposed agreement:

- Steve Husome, North Shore Boat Club Representative, 4909 Quesada Avenue
- Bob Seymour, 2710 Country Meadow Lane
- Brock Krejchi, 2312 Cypress Avenue

The following individual provided general comments:

- Deb Stoddard, 228 Maryhill Drive

Following questions and comments by Councilmembers Harding, deBuhr, Sires, Kruse, Darrah and Miller, and responses by Public Works Director Schrage, Mayor Green, Finance & Business Operations Director Rodenbeck, City Administrator Gaines and City Attorney Rogers, it was moved by Miller and seconded by Harding to amend the motion to strike sub-section 6.L. and remove references to Island Park and the Island Park Beach House, and change the term of the agreement to one year. Following questions and comments by Councilmembers Harding, deBuhr, Kruse, Dunn and Sires, and responses by City Attorney Rogers, Mayor Green and Finance & Business Operations Director Rodenbeck, the Mayor separated the question. The motion to amend to limit the term of the agreement to one year carried unanimously. The motion to amend to remove references to Island Park and the Island Park Beach House, and to strike sub-section 6.L. in its entirety carried 4-3, with deBuhr, Kruse and Sires voting Nay. Following questions and comments by Councilmembers Harding and Miller, and response by City Attorney Rogers, the Mayor put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Harding, Darrah, Sires, Dunn. Nay: deBuhr,

Kruse. Motion carried. The Mayor then declared Resolution #22,293 duly passed and adopted.

- 53258 - It was moved by Darrah and seconded by Harding that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the 2020 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.

Approve the following applications for beer permits and liquor licenses:

- a) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- b) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor - renewal.
- c) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- d) The Stuffed Olive, The Roxxy and Deringer's Public Parlor 314-316 Main Street, Class C liquor & outdoor service - renewal.
- e) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.
- f) Chad's Pizza & Restaurant, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.
- g) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – 8-month permit with exceptions.
- h) Scoopskis, 1828 Waterloo Road, Class B beer & outdoor service - new with exceptions.
- i) Ari'z, 6301 University Avenue, Class C liquor - new.

Motion carried unanimously.

- 53259 - It was moved by Darrah and seconded by Harding to receive and file the Work Session minutes of March 1, 2021, relative to the Mayor and City Administrator Roles. Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

- 53260 - It was moved by Darrah and seconded by Harding to receive and file the Committee of the Whole minutes of March 1, 2021, relative to the 2009 & 2013 Complete Streets Review. Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

- 53261 - It was moved by Miller and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,294, levying a final assessment for costs incurred by the City to clean up the property located at 2520 Central Avenue.

Resolution #22,295, approving and authorizing execution of a Service/Products Agreement with the University of Northern Iowa (UNI GeoTREE Center) for 360° imagery and virtual tour of Cedar Falls landmarks.

Resolution #22,296, approving the Certificate of Completion and accepting the work of Invision Architecture for design services relative to the Public Safety

Facility.

Resolution #22,297, approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the Public Safety Facility.

Resolution #22,298, approving and accepting completion of public improvements in Pheasant Hollow Seventh Addition.

Resolution #22,299, of support for a grant application to the Black Hawk County Gaming Association relative to the Cedar River Recreation Project.

Resolution #22,300, approving and authorizing execution of a Subrogation Agreement with Iowa Economic Development Authority (IEDA) relative to Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,301, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Cedar Falls School District for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,302, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Ethnic Minorities of Burma Advocacy and Resource Center (EMBARC) for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,303, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Exceptional Persons, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,304, setting April 5, 2021 as the date of public hearing on a proposal to enter into an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th 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: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,294 through #22,304 duly passed and adopted.

53262 - It was moved by Miller and seconded by Darrah that Resolution #22,305, approving and accepting the contract and bond of K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project - Phase II, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and a response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,305 duly passed and adopted.

53263 - It was moved by Kruse and seconded by Miller that the bills and claims of March

15, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

- 53264 - It was moved by Kruse and seconded by Harding to refer to City staff the feasibility of recording the Planning and Zoning Work Sessions. Following questions and comments by Councilmembers Harding, Miller and Dunn and responses by City Administrator Gaines, Mayor Green and Attorney Rogers, the motion carried unanimously.

- 53265 - Councilmember Darrah gave an update on the Cedar Falls Racial Equity Task Force and thanked Human Resources Manager Toni Babcock for her work and involvement. Mayor Green also thanked Councilmembers Darrah and Dunn for their participation in the Task Force.

- 53266 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:06 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



SEXUAL ASSAULT AWARENESS MONTH

APRIL 2021

WHEREAS, sexual assault affects people of all backgrounds – including age, race, cultural background, gender identity, sexual orientation, economic status, level of physical or cognitive abilities; and

WHEREAS, sexual assault is one of the least-reported crimes and can be devastating to survivors, as well as family, friends, and the whole community; and

WHEREAS, in addition to the immediate physical and emotional costs, sexual assault also leave victims with long-term issues of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

WHEREAS, no single person, organization, agency, or community can eliminate sexual assault alone, so all must work together to educate the entire population about what can be done to prevent sexual assault, support survivors and their significant others, and support agencies providing services to survivors; and

WHEREAS, agencies like Riverview Center, Friends of the Family, and Waypoint Services are dedicated to educating the public about sexual assault, and helping survivors of sexual assault and their families;

NOW THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 2021 as **Sexual Assault Awareness Month** throughout the city and encourage all citizens to advocate for survivors of sexual assault, and to contribute to agencies working to end the societal scourge of sexual assault.

Signed this 30th day of March, 2021.



Mayor Robert M. Green



MAYOR ROBERT M. GREEN

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NATIONAL LIBRARY WEEK

APRIL 4-10, 2021

WHEREAS, April 4-10, 2021 has been designated as National Library Week by the American Library Association, with the theme of “Welcome to Your Library”; and

WHEREAS, the citizens of Cedar Falls have valued library services since the community’s earliest days, organizing a library society in 1859, just seven years after incorporation; and

WHEREAS, the public library continues to serve as a cornerstone and community living room for the people of our city, providing free and equal access to resources and information to all area residents from toddlers to retirees; and

WHEREAS, the Cedar Falls Public Library cultivates a love of learning, fosters the joy of reading, and has continually expanded its scope of services to include the lending of technology, board games, maker tools, and other useful items; the provision of free community wi-fi internet access; a variety of public lectures and workshops; and an extensive online catalog of downloadable books and audiobooks;

NOW, THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 4-10, 2021 as **National Library Week** throughout the city and encourage citizens to exercising their privilege of obtaining and using a Cedar Falls library card to learn, explore, and grow through the library’s many services.

Signed this 30th day of March, 2021.



Mayor Robert M. Green



MAYOR ROBERT M. GREEN

**CITY OF CEDAR FALLS, IOWA
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DAYS OF REMEMBRANCE FOR THE VICTIMS OF THE HOLOCAUST

SUNDAY, APRIL 4 to SUNDAY, APRIL 11, 2021

WHEREAS, the Holocaust was the state-sponsored, systematic annihilation of more than six million European Jews by Nazi Germany and its collaborators from 1933 to 1945; and

WHEREAS, millions more victims, including Roma (Gypsies), Jehovah's Witnesses, Soviet prisoners of war and political dissidents, and gay and lesbian people, also suffered grievous oppression and death under Nazi tyranny; and

WHEREAS, it is vital to always remember the terrible events of the Holocaust and remain vigilant against hatred, persecution, and tyranny, while also actively promoting the principles of individual freedom in a just society; and

WHEREAS, pursuant to an Act of Congress, the United States Holocaust Memorial Council has designated the Days of Remembrance of the Victims of the Holocaust to be Sunday, April 4 through Sunday, April 11, 2021 including the Day of Remembrance known as Yom Ha'Shoah, on April 8, 2021;

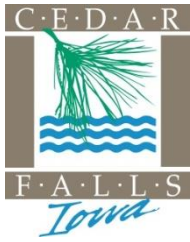
NOW THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim the week of Sunday, April 4 through Sunday, April 11, 2021 as **Days of Remembrance For the Victims of the Holocaust** in Cedar Falls, and I encourage all citizens to remember the dead, honor the survivors, appreciate the rescuers and liberators, and strive to overcome intolerance and indifference through learning, empathy and remembrance.

Signed this 30th day of March, 2021.





Mayor Robert M. Green



MAYOR ROBERT M. GREEN

**CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
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CITY-WIDE CLEANUP WEEK

APRIL 18-24, 2021

WHEREAS, the proper disposal of trash, appliances, furniture, hazardous materials, and electronics is vital to the safety, health and welfare of Cedar Falls residents; and

WHEREAS, pristine parks, sidewalks, roadways, waterways and public spaces are a great source of enjoyment and pride for residents and visitors alike; and

WHEREAS, the city's neighborhood associations and service clubs have successfully carried out past spring cleanup events around the city, and these efforts are most worthy of celebration and duplication city-wide; and

WHEREAS, the City of Cedar Falls, the city's neighborhood associations, Green Iowa AmeriCorps, and other environmentally-minded civic organizations are providing resources, education, and materials for a successful cleanup of the city; and

WHEREAS, the Waste Trac Education Team will be hosting a Household Hazardous Waste and Electronics Drop-Off Event on Saturday, April 24 from 9am-2pm at the Public Works Complex for proper disposal of hazardous items and electronics;

NOW, THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 18-24, 2021 as **City-Wide Cleanup Week** throughout the city and encourage citizens to organize and participate in cleanup events and to take advantage of this opportunity to easily dispose of refuse, bulk items, electronics and hazardous materials for the betterment of our city and the environment.

Signed this 30th day of March, 2021.



Mayor Robert M. Green



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: March 24, 2021
SUBJECT: Stone and Terrace, LLC – Agreement for Private Development

Introduction

For the past few months, City staff has been working with Brian Wingert of Stone and Terrace, LLC, toward the rehabilitation of an existing downtown property located at 108 E 4th Street. Stone and Terrace, LLC recently bought the property, which also includes the vacant parcel located to the west at the corner of Main Street and E. 4th Street. The existing building has been vacant for the past approximately 20 years, while the parcel to the west has been in open space since a fire destroyed the building approximately 15 years ago. The project would include remodeling the existing 3,945 square foot space for a new restaurant, which will also include an outdoor seating area in the open space at the corner of Main Street and E. 4th Street. If you may recall, City Council approved a site plan for this development at its meeting on March 1, 2021.

Project Details

Stone and Terrace, LLC recently purchased the building at 108 E. 4th Street, as well as the vacant parcel located adjacent to the west at the corner of Main Street and E. 4th Street, and is planning to invest approximately \$450,000 into the rehabilitation of the building to create a new restaurant with an outdoor seating area.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum investment of \$200,000 into the project, and an increase in the assessed building valuation by at least 50%.

A copy of the Agreement for Private Development for Stone and Terrace, LLC is attached for your review and outlines the proposed scope of work proposed for the property. This redevelopment project anticipates a total investment of a minimum \$450,000 for the improvement costs, and when complete, the building is anticipated to

be assessed at approximately \$725,000.

The project is expected to be completed by summer of 2021, with full assessment of the Minimum Improvements on January 1, 2022 and debt certification to the Auditor by the City prior to December 1, 2021. The Economic Development Grants shall commence on June 1, 2024 and end on June 1, 2028 based on the value added to the property. The following schedule would be applicable:

June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
 June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
 June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
 June 1, 2027 100% of Tax Increments for Fiscal Year 25-26
 June 1, 2028 100% of Tax Increments for Fiscal Year 26-27

The maximum amount of tax rebates provided to the developer shall not exceed \$65,940. This is based on using a maximum of \$520,470 tax increment increase in the valuation of the minimum improvements to the building.

Recommendation

It is recommended that City Council approve and adopt the following:

1. Resolution approving and executing an Agreement for Private Development between Stone and Terrace, LLC and the City of Cedar Falls.

Approval of this project is consistent with City Council Goal No. 3: Create an environment conducive to economic development. This is further identified on Page 16 of City Council Goals under Supporting Council Policies:

*Function as a catalyst to encourage business development and expansion in Cedar Falls.

*Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

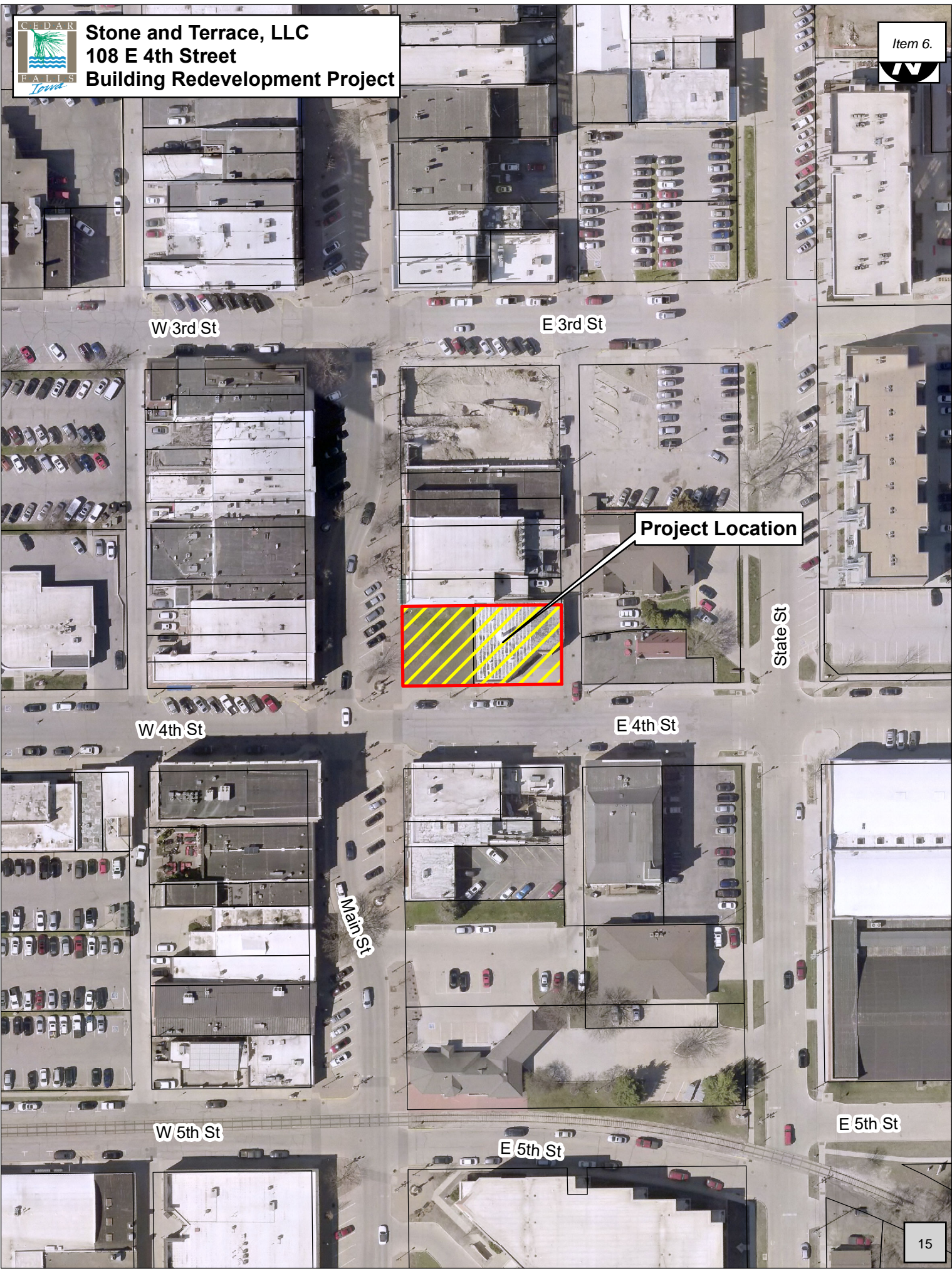
If you have any questions regarding this project, please feel free to let me know.

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



Stone and Terrace, LLC
108 E 4th Street
Building Redevelopment Project

Item 6.



Project Location

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

STONE AND TERRACE, L.L.C.

April, 2021

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2021, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and Stone and Terrace, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 2110 Flynn Drive, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

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

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

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

WHEREAS, Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement, and is willing to agree to certain terms and conditions regarding the future ownership and use of the Development Property, as more particularly set forth in this Agreement; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the City economically through increased property tax generation and increased sales tax generation of the Minimum Improvements, and will otherwise provide economic growth; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital

and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as Downtown Development Urban Renewal Area.

Assignment for the Benefit of Creditors means an agreement with a fiduciary-assignee who is responsible for conducting the wind-down, liquidation, or going concern sale of substantially all of Developer’s assets for the benefit of Developer’s creditors.

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

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

Code or Code of Iowa means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

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

Developer means Stone and Terrace, L.L.C., collectively, and its successors and assigns.

Development Property means that portion of the Downtown Development Area Urban Renewal Area of the City described in Exhibit A and locally known as 108 E. 4th Street.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Minimum Improvements shall mean the construction of improvements on the Development Property as described in Exhibit B.

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

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

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account means a separate account within the Downtown Development Area Urban Renewal Tax Increment Revenue Fund

of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements on the Development Property.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account of the Downtown Development Area Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the area included within the boundaries of the Downtown Development Area Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved with respect to the Downtown Development Area Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. The City has duly authorized the execution, delivery and performance of this Agreement.

d. The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement, including, without limitation, the consideration set forth in Article IV.

e. There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental agency that materially or adversely affects the validity of any of these transactions contemplated hereunder, the ability of the City to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

f. No member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any City Council member or officer of the City, benefit financially from this Agreement.

g. The execution, delivery and performance of this Agreement, and any other documents, instruments or actions required or contemplated pursuant to this Agreement by the City does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not conflict with or constitute on the part of the City a breach or default under any existing agreement or instrument to which the City is a party or violate any law, charter, or other proceeding or action establishing or relating to the establishment and powers of the City or its officers, officials or resolutions.

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

a. Developer is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$450,000 for construction costs.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity

commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2021.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment of approximately \$450,000.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2021; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained,

at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy

conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer

shall ensure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed by Developer’s tenant(s) at the Minimum Improvements by October 1, 2022 and retained until at least the Termination Date of this Agreement.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2022 and ending on October 15, 2027, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will continue its efforts to lease the Minimum Improvements on the Development Property and its other obligations contained in this Agreement, including the employment obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and

provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Relocation. Developer agrees and covenants not to lease the Minimum Improvements to any entity that is relocating to the City from another part of Black Hawk County or a contiguous county during the term of this Agreement. In general, use of urban renewal incentives cannot be used for projects that involve a relocating entity unless there is a written agreement regarding the use of economic incentives from the City where the business is currently located and the City to which the business is relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such relocation would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it does lease to a relocating entity, as determined by the City in its sole discretion, the Developer is not eligible to receive all or a pro rata portion of the Economic Development Grants under this Agreement and will be responsible for paying back previously received Economic Development Grants, if applicable.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for

a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Sixty Five Thousand Nine Hundred Forty Dollars (\$65,940) under the following terms and conditions.

In accordance with Section 8.2 below, the existing building located on the Development Property as of January 1, 2020 (assessed value of \$204,530 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grants are only for the incremental value added above \$204,530. The increased assessed value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$200,000 for Developer to be eligible for Economic Development Grants, and the Black Hawk County Assessor will make the final determination as to the value.

Assuming completion by December 31, 2021, full assessment of the Minimum Improvements on January 1, 2022, and debt certification to the Auditor by the City prior to December 1, 2022, the Economic Development Grants shall commence on June 1, 2024, and end on June 1, 2028, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
- June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
- June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
- June 1, 2027 100% of Tax Increments for Fiscal Year 25-26
- June 1, 2028 100% of Tax Increments for Fiscal Year 26-27

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2022. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2022, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

Section 8.2 Existing Value. For the purposes of this Agreement, the value of the existing building and land located on the Development Property as of January 1, 2020 (assessed value of \$204,530 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.3 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) an increase in assessed value of at least 50% resulting from construction of the Minimum Improvements; and
- (b) a total investment of at least \$200,000, substantiated by documented receipts and invoices provided to the City as part of Developer's Annual Certifications;
- (c) compliance with the terms of this Agreement and the obligations imposed under the State Agreement;

(d) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

Section 8.4. Grant Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2021 and first full assessment on January 1, 2022 if Developer and the City each so certify in October 2022, the first Economic Development Grants would be paid to Developer on June 1, 2024 (for 100% of the Tax Increment for fiscal year 2022-2023). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

In the event that the Annual Certification required to be delivered by the Developer under Section 6.7 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

Section 8.5. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$65,940. Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.6. Limitations. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 8.7. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account of the Downtown Development Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's

obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the Stone and Terrace, L.L.C., 108 E. 4th Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.8. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Downtown Development Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any

eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.9. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to

any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with any provision of this Agreement or the State Agreement;

c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

g. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

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

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

f. At the option of the City, Developer's right of possession of the Development Property shall terminate, and the City shall be entitled to possession of the Premises. The City may proceed to recover possession by process of law. In the event of such re-entry by process of law, Developer nevertheless agrees to remain answerable for any and all damages the City may sustain by such recovery, whether or not the City relets the Premises. In the event of re-entry, the City shall have full power that is hereby acceded to by Developer, to relet the Premises for and on behalf of and at the expense of Developer.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Stone and Terrace, L.L.C., 2110 Flynn Drive, Cedar Falls, Iowa 50613;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2028, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Signatures start on the next page]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Stone and Terrace, L.L.C.

By: _____
Brian Wingert, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Brian Wingert, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Stone and Terrace, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brian Wingert as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Original Plat Cedar Falls Lot 5 Block 4, Cedar Falls, Iowa.

Locally known as 108 E. 4th Street, Cedar Falls, Iowa

Parcel # 8914-12-254-014 and Parcel # 8914-12-254-013 (Black Hawk County)

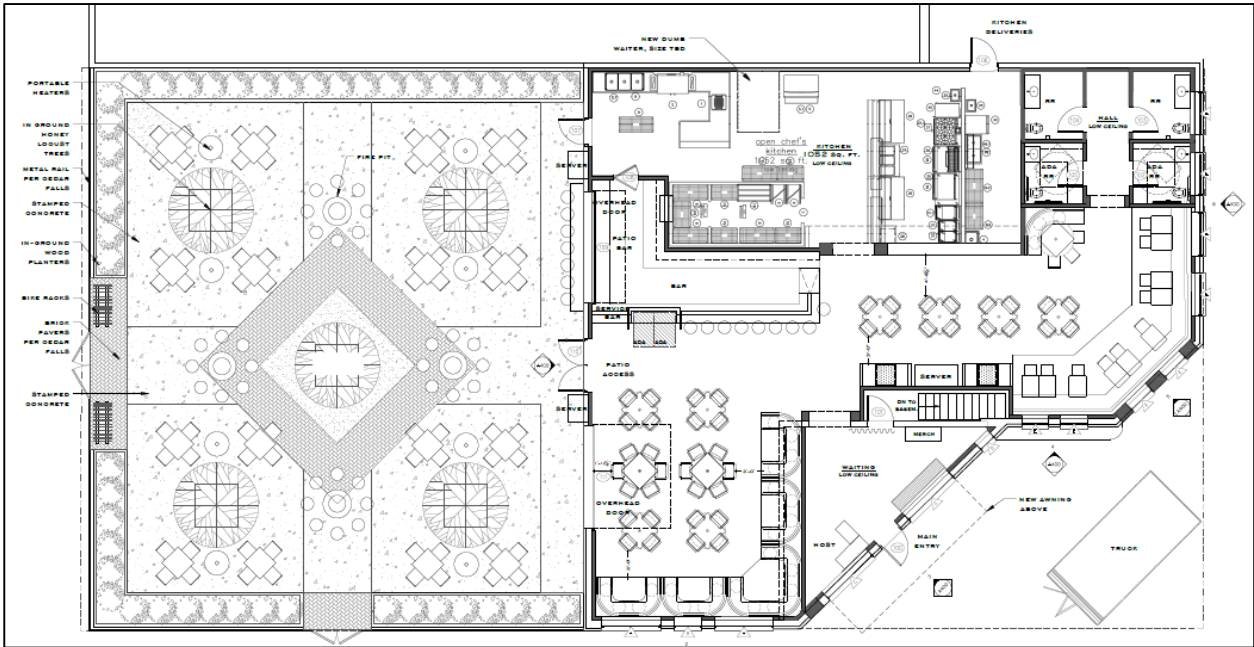
EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the rehabilitation of 3,945 (main base) square feet of commercial space. This will allow for increased commercial business and the creation and retention of jobs and housing. The construction of the Minimum Improvements is expected to be completed in 2021. Construction costs are expected to be approximately \$450,000.



**108 E. 4th Street
Proposed Elevation**



Floor Plan

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and Stone and Terrace, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Original Plat Cedar Falls Lot 5 Block 4, Cedar Falls, Iowa.

Locally known as 108 E. 4th Street, Cedar Falls, Iowa

(the "Development Property"); and

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

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

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

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

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(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and Stone and Terrace, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Downtown Development Area Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Downtown Development Urban Renewal Plan/Area.

The Development Property is described as follows:

Original Plat Cedar Falls Lot 5 Block 4, Cedar Falls, Iowa.

Locally known as 108 E. 4th Street, Cedar Falls, Iowa

Parcel # 8914-12-254-014 and Parcel # 8914-12-254-013 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2028, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

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

Execution Version

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2021.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Stone and Terrace, L.L.C.

By: _____
Brian Wingert, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Brian Wingert, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Stone and Terrace, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brian Wingert as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15st as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20___, at a full assessment value of \$ _____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were are follows:

| | | | |
|--------------------|-------|-------------------|-------|
| October 1, 20__: | _____ | April 1, 20__: | _____ |
| September 1, 20__: | _____ | March 1, 20__: | _____ |
| August 1, 20__: | _____ | February 1, 20__: | _____ |
| July 1, 20__: | _____ | January 1, 20__: | _____ |
| June 1, 20__: | _____ | December 1, 20__: | _____ |
| May 1, 20__: | _____ | November 1, 20__: | _____ |

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, certify that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20___.

STONE AND TERRACE, L.L.C,
By: _____
Brian Wingert

ATTEST:
By: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Brian Wingert, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Stone and Terrace, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Brian Wingert here as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council

FROM: Chris Sevy, Planner I
 Karen Howard, AICP, Planning & Community Services Manager

DATE: February 25, 2020

SUBJECT: Zoning Code Text Amendment – Adaptive re-use of institutional buildings (TA20-002)

INTRODUCTION

The owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. The activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood. However, in the R-1 and R-2 districts, principal uses are limited generally to residential dwellings and uses of a religious or civic nature. And while the R-3 and R-4 zoning districts do allow a wider variety of uses, in some instances in order to preserve a large institutional building some flexibility in the standards may be needed. In the recent inquiry, the owner of the vacant church has only four options allowed by code: 1. Sit vacant; 2. Sell to another church; 3. Convert the use to a public or parochial school; or 4. Tear down and subdivide into residential lots. Staff is bringing this before the Planning and Zoning Commission to explore ways to provide more flexibility within the zoning ordinance for repurposing existing religious and civic buildings currently in R districts.

STATEMENT OF THE PROBLEM

When the decision is made that the use of a church or other civic building is no longer viable or desirable, the common consideration to close or tear down these buildings is often a tough reality for the owner and the patrons of those institutions. They are often buildings of historical or cultural significance worthy of preservation but also pose unique challenges because they are large buildings that sit on large parcels. They have plenty of potential but their location within a residential zone is usually the biggest hurdle keeping them from converting into another practical use. As such, providing flexibility within the zoning ordinance for economically viable alternatives to religious or civic uses may be appropriate to provide a path to repurpose these institutional facilities.

DISCUSSION OF SOLUTIONS

While exploring this issue, staff reached out to planners in Iowa City, Cedar Rapids, Des Moines, and Council Bluffs to find out how they have handled similar issues in their cities. While a number of these cities indicated that they have encountered similar inquiries about

re-purposing obsolete institutional buildings, only two have pursued specific ordinance amendments to address these issues: Council Bluffs and Iowa City. Staff in Council Bluffs proposed amendments to allow alternative uses through a conditional use process, but these have yet to be adopted. Iowa City allows repurposing of buildings of historical significance through a special exception process.

If a use is conditionally allowed in a zoning district, this is known as a conditional use or special exception. According to Iowa Code 414.12(2), such matters are to be decided by a Board of Adjustment. Some cities use the term “conditional use” and some use the term “special exception,” but the meaning is the same. In some ordinances, the term “special exception” is also used to refer to actions by the Board of Adjustment to allow adjustments to other requirements in a zoning ordinance, such as setbacks or height standards, when specifically enumerated in the code. While the Cedar Falls Board of Adjustment is empowered to hear special exception cases, there are few enumerated in the zoning ordinance. The ones most requested are from owners of property located in the Floodway Districts, where City’s floodplain ordinance establishes conditions under which improvements to properties may be approved through a special exception or variance process.

A conditional use or special exception process allows requests to be carefully considered through a public hearing process. The basic premise is that uses listed as conditional or special exceptions, may or may not be appropriate for a particular location. It is up to the owner of the property to present convincing evidence at a public hearing to demonstrate how the proposed use would fit into the context of the surrounding neighborhood and meet the approval criteria. Conditional uses or special exceptions are a standard element of zoning ordinances in Iowa. Many cities in Iowa, including cities of similar size to Cedar Falls (Marshalltown, Mason City, Bettendorf, Marion, and Urbandale) have conditional uses as part of their zoning ordinances.

Conditional uses are an excellent tool because they provide flexibility and extra scrutiny for uses that may fit nicely into a neighborhood if certain conditions are met. They may be denied if the characteristics of a particular use are determined to be problematic for a particular location. Prior to any public hearing on a conditional use, surrounding property owners are to be notified, and notice published in the newspaper of record. The Board of Adjustment would consider all the evidence presented at the hearing and render a decision to approve (with or without conditions) or deny the requested conditional use.

Staff recommends establishing a conditional use process to consider requests for adaptive re-use of institutional buildings, particularly buildings of historic or cultural significance. Each conditional use application that qualifies would require review and a decision by the Board of Adjustment. After consideration, the Board may approve, deny, or approve the proposal with conditions. Surrounding property owners would be notified prior to the hearing and staff would review and provide analysis of the proposal at the meeting. Board of Adjustment meetings are considered quasi-judicial public hearings and therefore notice must be published prior to the meeting. Procedures established in State Code must be followed.

Staff identified issues that we may want to consider in an ordinance amendment. These include the following:

- Not all uses are compatible with residential neighborhoods. We may want to limit the alternative uses that can be considered;
- Nuisance issues such as noise and traffic will be important to evaluate when considering alternative uses;
- Allowing an opportunity for neighborhood input will be important in the review process;
- Depending on the proposed use and the characteristics of the site, additional conditions may need to be imposed, such as additional requirements for or restrictions on parking, limits to hours of operation, restrictions on use of amplified sound, additional landscape screening and buffering to ensure compatibility with the neighborhood.

Since not all uses would be compatible with residential living, the following is a list of potential alternative uses that staff has identified as appropriate for consideration:

- Hospitality-oriented uses such as: retreat facilities, guesthouses, commercial meeting halls, and event facilities.
- Conversion to a multi-unit dwelling where the proposed number of units may not otherwise be allowed.
- Community service uses such as: libraries, museums, senior centers, community centers, neighborhood centers, day care facilities, youth club facilities, social service facilities, and vocational training facilities for the physically or mentally disabled.
- Specialized educational facilities such as: music schools, dramatic schools, dance studios, martial arts studios, language schools, and short-term examination preparatory schools.
- Professional office uses such as accountants, lawyers, and architects.

Each case should be evaluated carefully with regard to aspects of the proposed use that might create a nuisance in the neighborhood. For example:

- Are the proposed hours of operation compatible with the neighborhood context?
- Will noise levels be at or below the levels produced by the previously permitted use or otherwise controlled in a manner that is compatible with residential living?
- Will the traffic generated by the proposed use be similar or less than what was generated by the previously permitted use?
- Will the proposed use draw similar or lower numbers of people to the site than the previously permitted use? Will it draw large groups converging for a singular event? Small groups? Constant stream of visitors?
- Will the frequency of activity be similar or less intense than the previously permitted use? Will it be every day? Just weekends?
- Does the proposed use require any updates to parking or landscaping to address issues of neighborhood compatibility or compliance with current zoning standards?
- Is special consideration warranted in order to preserve a building or site of historical or cultural value?
- What type of signage, if any, should be allowed?
- Is there neighborhood support for the proposal? Have neighborhood concerns been adequately addressed?

The questions above will help identify conditions that the Board of Adjustment may see fit to impose if the request is approved, or may be grounds for denial of the request

EXAMPLES FROM OTHER CITIES

During the Planning and Zoning Commission's discussion of this proposal on August 26, 2020, the Commission requested examples of code language from other cities. Staff talked with staff and/or reviewed codes from Dubuque, Cedar Rapids, Des Moines, Mason City, Iowa City, and Council Bluffs. While few codes specifically address the issue of adaptive re-use of institutional or civic buildings, many cities in Iowa allow conditional uses or special exceptions even if on a limited basis. The specific conditional use we are proposing is fairly unique, but as stated above we found a similar exception allowed in Iowa City to help preserve buildings of historic significance. Here is the example from the Iowa City zoning code:

2. The Board of Adjustment may grant a special exception to allow a property designated as an Iowa City landmark or registered on the National Register of Historic Places to be adapted and reused as a community service use, specialized educational facility, or hospitality oriented retail use. In addition to the general special exception approval criteria listed in chapter 4, article B of this title, the applicant must also meet the following criteria in order for the board to grant this exception:
 - a. The exception will help preserve the historic, aesthetic, or cultural attributes of the property.
 - b. The applicant must obtain a certificate of appropriateness from the Historic Preservation Commission.

In the Iowa City example above, note that for every special exception considered there are also general special exception approval criteria (not listed above) related to neighborhood compatibility that must be considered. Based on staff's research, the general approval criteria in the Iowa City Code are similar to conditional use or special exception approval criteria found in numerous codes across Iowa. The following language from the Dubuque code is similar to general approval criteria found in codes from other Iowa cities.

No conditional use permit shall be granted unless the board determines on the basis of specific information presented at the public meeting or contained in the application for such use that each of the following conditions has been satisfied:

- A. The proposed conditional use will comply with all applicable regulations of this title, including lot requirements, bulk regulations, use limitations, and all other standards or conditions contained in the provisions authorizing such use.
- B. Adequate utility, drainage and other necessary facilities or improvements have been or will be provided.
- C. Adequate access roads or entrances and exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic conflicts and congestion in public streets and alleys.
- D. The use shall not commence until applicant has provided written evidence that all necessary permits and licenses required for the operation of the conditional use have been obtained.
- E. All exterior lighting fixtures are shaded wherever necessary to avoid casting direct light upon any property located in a residential district.
- F. The location and size of the conditional use, the nature and intensity of the activities to be involved or conducted in connection with it, the size of the site in relation thereto, and the location of the site with respect to streets giving access to the conditional use, shall be such that it will be in harmony with the appropriate and orderly development of the district and neighborhood in which it is located.

G. The location, nature and height of buildings, structures, walls, and fences on the site and the nature and extent of landscaping and screening on the site shall be such that the use will not reasonably hinder or discourage the appropriate development, use and enjoyment of the adjacent land, buildings and structures.

H. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is located and will contribute to and promote the convenience and welfare of the public.

For the specific purpose of allowing for adaptive re-use of institutional buildings, staff's recommended language is crafted to specifically address issues that might arise with adaptive reuse of such buildings, but the principles of neighborhood compatibility and consideration of the specific characteristics of the proposal are similar to other conditional use processes followed by other cities.

STAFF RECOMMENDATION

To provide more flexibility to re-purpose defunct institutional uses within residential neighborhoods, staff recommends adding a conditional use process to the zoning ordinance whereby each case can be considered by the Board of Adjustment on its own merits and any neighborhood concerns addressed. At their August 26th meeting the Planning and Zoning Commission discussed the proposed zoning code text amendments. After further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval on a vote of 8-0.

Staff provided a presentation of the proposed ordinance amendments at the Committee of the Whole meeting on December 7th. Staff also met with the Board of Adjustment on January 7th to introduce the ordinance and get feedback. The minutes of that meeting are also included below.

PLANNING & ZONING COMMISSION

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| <p>Discussion 8/26/2020</p> | <p>Chair Holst introduced the item and Mr. Sevy provided background information. He discussed a case where a church has sat vacant with few options for allowed land uses, including continuing to sit vacant, sell to another church, convert to a public or parochial school or tear it down and subdivide it into residential lots. The owner was hoping to use the property to host wedding receptions, however without a religious institution it would not be allowed. He discussed research that has been done to review codes in other cities to consider different approaches. It is proposed to craft an amendment that provides alternatives that would be subject to review and approval by staff, the Commission and City Council. Mr. Sevy discussed the critical issues for consideration, including compatibility with residential neighborhoods, nuisance issues such as noise and traffic, allowing neighborhood input and any additional conditions that may need to be imposed. He identified appropriate alternative uses for consideration, including: hospitality-oriented uses, conversion to a multi-unit dwelling, community services, specialized educational facilities and professional offices. Mr. Sevy also discussed factors to consider in the neighborhood context. Staff recommends adding a conditional use process to the zoning ordinance, review and discussion of the proposal and setting a date for public hearing at the September 9 meeting.</p> <p>Ms. Saul felt that a lot of thought was put into the item and that it would be</p> |
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| | <p>beneficial. Mr. Holst also feels it is a good idea and clarified that it will be considered for all districts. Mr. Schrad asked if the tax base would change. Ms. Houk Sheetz clarified that it could, depending on the proposed use. Ms. Prideaux also feels it would be a good idea and would like to see the wording in other communities. Ms. Prideaux asked about the historical aspects of the building and whether that would be considered. Mr. Leeper likes the flexibility that this would give the commission.</p> <p>Ms. Saul made a motion to approve the recommendation to set a date for public hearing. Mr. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.</p> |
| <p>Discussion and Vote 10/28/2020</p> | <p>Chair Holst introduced the item and Mr. Sevy provided background information. He explained that a recent inquiry regarding an empty church and the options for reusing the building was brought to staff. Currently, the options include sitting vacant, selling to another church, converting the use to a public or parochial school or tear down the building and subdivide it into residential lots. However, many alternative uses which may be considered to be appropriate are currently prohibited by Code. Research was done to get information on how other communities handle the re-use of these buildings and it was decided that a conditional use permitting process would be the most appropriate process to consider these requests. There are critical issues to consider, such as compatibility with residential neighborhoods, nuisance issues such as noise and traffic, allowance of neighborhood input and additional conditions depending on the proposed use and characteristics of the site. Appropriate alternative uses to qualify for consideration include hospitality-oriented uses, conversion to a multi-family unit dwelling, community services, specialized educational facilities or professional offices. He noted that according to Iowa Code the Board of Adjustment is the appropriate body to hear these requests, which was confirmed by the City Attorney.</p> <p>Mr. Sevy also discussed factors to consider in the neighborhood context. Each case should be considered on its own merits, because every location is different. Considerations must be given to hours of operation, noise and traffic, number of patrons, frequency of activity, required site updates for compatibility or compliance, historical or cultural value of the site, allowed signage and neighborhood concerns. He discussed the Code language in some detail and noted some examples from other cities with regard to conditional use standards and processes. Staff recommends approval of the item.</p> <p>Ms. Saul made a motion to approve the item. Mr. Leeper seconded the motion. Mr. Holst stated that he likes that the proposal brings the requests before the Board of Adjustment for approval and that he likes the way the process is structured and that each case is considered on its own merits and is not precedent setting. Ms. Saul noted that she likes the idea offering these options for these types of processes and ensuring that it fits into the neighborhood. Mr. Holst also stated that he likes that the neighborhood concerns are taken into account. Mr. Larson asked what the staff review process is like for this type of</p> |

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| | <p>case. Mr. Sevy outlined that process and noted it would be similar to how other land use cases are handled. Howard described the Board of Adjustment meeting process and their particular purview.</p> <p>The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays</p> |
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CITY COUNCIL

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| <p>Committee of the Whole Discussion 12/7/2020</p> | <p>Mayor Green introduced the final item on the agenda Zoning Code Amendment: Adaptive Re-Use of Institutional Buildings in Residential Zone. Chris Sevy Planner I stated they received a request from an owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. He stated currently the activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood; however the zoning ordinance leaves few options for adaptively re-using existing vacant institutional buildings within residential districts. He stated to provide more flexibility to re-purpose defunct institutional buildings within residential neighborhoods, staff recommends adding a conditional use process where the Board of Adjustment would consider requests to adaptively re-use the buildings for specific other listed uses. Each case can be considered on its own merits at a public hearing where neighborhood concerns could be heard and the Board could deny, approve with conditions, or approve the proposal. Mr. Sevy stated the Planning and Zoning Commission discussed the proposed zoning code amendments at their August 26th and after further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval. Mayor Green opened it up for discussion from Council. Ms. Howard answered questions with regards to the distinction between a conditional use process and spot zoning, she stated the Board of Adjustment would consider these requests at a public hearing where any concerns could be addressed.</p> |
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BOARD OF ADJUSTMENT

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| <p>Discussion 1/7/2021</p> | <p>Ms. Lang presented the next item for discussion by the Board, a conditional use process to allow the repurposing of obsolete institutional buildings. Ms. Howard first spoke about the conditional use process, explaining that Iowa Code empowers the Board to hear appeals, special exceptions and variances. Some cities establish conditional uses in their zoning ordinances as a kind of special exception. Conditional uses are considered to be uses that might fit into a certain zoning district if certain approval criteria are met. They essentially provided additional flexibility in a zoning ordinance to allow a broader range of land uses. Careful scrutiny by the Board through a public hearing process is required. Currently the City does not have conditional uses in the zoning ordinance, and because of a recent request regarding the repurposing an old church building, it may be useful to add to the ordinance.</p> <p>To allow conditional uses, they must be established in the zoning ordinance and they will need to include specific approval criteria that must be met for approval. The burden of proof is on the applicant to show how the criteria are being met,</p> |
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and the Board may approve, approve with conditions or deny the request. If the Board determines that one or more of the criteria cannot be met, the request must be denied. The Board has the power to impose any conditions that they determine will ensure the conditional use will fit into the context of the specific location and meet all the approval criteria.

Each case would be considered on their own merits and surrounding property owners will be notified and provided an opportunity to be heard. As each case is unique, granting a conditional use should not be considered a precedent for granting the conditional use in future cases. Denial does not take away anyone's rights, but grants a special right to use the property according to conditions imposed by the Board.

Ms. Weeg asked if applicants will be made aware that the conditional uses are not a "right" and are not guaranteed. Ms. Howard noted that it will be explained to applicants, it's simply something that may be requested and evaluated for approval.

Ms. Howard discussed findings of fact, noting that it is important in these cases for the Board to state their findings of fact for each of the approval criteria. She provided examples of such findings and explained that there could be potential consequences if the Board does not give good findings. Ms. Weeg asked if the conditions could be enforced and Ms. Howard stated that their approval could be withdrawn if the conditions are not met. Ms. Weeg asked for more clarification on what it means that there could be consequences if the Board does not give good findings. Ms. Howard explained that it's up to the Board to ensure that whoever is coming for consideration meets the criteria and that decisions aren't made arbitrarily, for instance due to sympathy for the applicant. Therefore good findings are imperative and should be addressed at the meeting. Ms. Howard also noted that the Board is allowed to ask probing questions as needed to reach those findings. Ms. Weeg asked what would happen if the Board were to be sued and Ms. Howard explained that it is likely the City would provide legal representation for the Board as a whole. Ms. Weeg asked about the time allotment for reaching their findings and whether the item can be discussed and continued to another meeting. Ms. Howard explained that if the Board feels they need extra time to consider an item, they can vote to continue the hearing to a future meeting. Mr. Weintraut noted that typically staff tries to think ahead to the questions that the Board may have to provide additional information to the Board to help in their decision.

Mr. Sevy spoke about consideration of adaptive re-use of vacant institutional facilities to give an example of a potential conditional use case to give some context to the discussion. He gave an example of a case regarding a vacant church building and explained that the current options for such a building include: sit vacant, sell to another church, convert the use to a public or parochial school or tear down and subdivide into residential lots. Many alternative uses which may be appropriate are currently prohibited by code. He noted that institutional facilities are properties with unique characteristics. They are large buildings on

large parcels and often have some historical or cultural value, so it seems appropriate to cautiously provide flexibility of use while considering neighborhood context.

Mr. Sevy did some research and discussed the issue with other planners across Iowa and reviewed codes considered and adopted by other cities. Different approaches were considered and an approach was settled upon that fits into the context of our municipal code. This will not guarantee that a use will be allowed but it will allow for consideration that was previously not afforded.

Ms. Weeg asked for more clarification of what is being decided regarding the conditional uses. Ms. Howard clarified that it is being added to the ordinance as an amendment to allow for a potential conditional uses but that it will not be considered as a use that is permitted by right. It will just open it up for potentially allowing other uses than what are currently appropriate on a case-by-case basis.

Mr. Sevy discussed the critical issues to be considered, noting that not all uses will be compatible with residential neighborhoods. Nuisance issues such as noise and traffic will be important when evaluating potential alternative uses. Neighborhood input will be important during the review process as well. Additional conditions may need to be imposed depending on the proposed use and characteristics of the site. Staff has identified appropriate alternative uses to qualify for consideration, which include:

- Hospitality-oriented uses (i.e. retreat facilities, guest houses, commercial meeting halls, event facilities, etc.)
- Conversion to multi-unit dwelling
- Community services (i.e. libraries, museums, senior centers, community centers, neighborhood centers, youth club facilities, vocational training facilities, etc.)
- Specialized educational facilities (i.e. dance studios, language schools, etc.)
- Professional offices (i.e. accountants, lawyers, architects, etc.)

Mr. Sevy discussed factors that need to be considered in the neighborhood context, which include: hours of operation, noise and traffic, number of patrons, frequency of activity, required site updates for compatibility or compliance, historical or cultural value of site, allowed signage and neighborhood concerns. He discussed the language that is proposed to add to the zoning ordinance, which utilizes the Board of Adjustment decision-making for conditional uses. The burden of proof will fall upon the applicant, other cases will have no bearing on special exceptions for other properties, and all regulations of the base zones still apply. Ms. Rasmussen asked about cases where the ordinance for a particular zone may have been different at the time the building was built and how that would be handled with regard to what the ordinance says today. Ms. Howard explained that it would be grandfathered in as it was at the time it was built.

Mr. Sevy then discussed the recommendations by staff and how it would read in the amendment. He provided a list of the qualifying uses for consideration. Ms. Weeg asked about non-profit agencies, such as an administrative center for

homeless people that was not discussed as another potential community services. She asked if that would fall within category. Mr. Sevy stated that they left that somewhat open ended so that it would be allowable. Ms. Weeg asked if a homeless shelter would be considered as a multi-family dwelling. Ms. Howard stated that it would not fall into the residential use category, but temporary lodging. Ms. Weeg asked if homeless shelters are included in the Cedar Falls ordinances and how they are considered. It is of specific interest to her and she would like to know what covers shelters and what is allowed. Ms. Howard noted that City Council had concerns with the list of uses and whether it is too broadly drawn. Staff needs to be somewhat specific so that the uses don't end up being spot zoning and Mr. Sevy again clarified that this amendment only allows the right to bring the request to the Board, but does not guarantee that it will be allowed.

The Board agreed that this is a good amendment.

Attachments: Proposed Ordinance

ORDINANCE NO. 2987

AN ORDINANCE ADDING AN UNTITLED SUBPARAGRAPH G. TO PARAGRAPH (1), PRINCIPAL PERMITTED USES, OF SECTION 26-164, R-1 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, AND ADDING A NEW SECTION 26-140, CONDITIONAL USES, TO DIVISION 1, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, defunct church and civic buildings within residential zones have few alternative use options available in the zoning code; and

WHEREAS, these are often buildings of historical or cultural significance worthy of preservation which pose unique challenges because they are large buildings that sit on large parcels; and

WHEREAS, it is common practice for cities to grant conditional uses or special exceptions on a case by case basis, the framework for which is set forth in the proposed amendment, and

WHEREAS, the proposed amendment provides use flexibility to owners of these buildings without the risk of granting a broad list of land use categories by right, and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed ordinance under Case # TA20-002 and recommends approval; and now, therefore:

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

Section 1. Paragraph (1), Principal Permitted Uses, of Section 26-164, R-1 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add an untitled subparagraph g., as follows:

g. Conditional uses as provided for in Section 26-140

Section 2. Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add a new Section 26-140 (previously reserved), titled Conditional Uses, as follows:

Sec. 26-140. Conditional uses

- (a) *Generally.* The board of adjustment is empowered to hear and decide applications for conditional uses in certain circumstances specifically enumerated within this section. To ensure that the spirit of the ordinance is observed, no conditional use shall be granted by the board unless the applicant demonstrates that all of the approval criteria are met for the conditional use requested.
- (b) *Burden of proof.* The applicant bears the burden of proof and must support each of the approval criteria by a preponderance of the evidence.
- (c) *Precedents.* The granting of a special exception is not grounds for granting other special exceptions for the same or different properties.

- (d) *Other applicable regulations.* In addition to the approval criteria listed in this section, all conditional uses are required to meet the regulations of the base zone and any overlay district in which they are located and all other applicable regulations of this chapter, except as may be specifically modified by the board for the specific conditional use requested. If a property is located in a floodway or floodplain overlay district, the floodplain regulations apply in all cases. Approval of a conditional use permit is not intended to substitute for other permits required under local, state, or federal laws or regulations.
- (e) *Specific conditional uses enumerated.* The following conditional uses are permitted only after approval from the board of adjustment, subject to the restrictions and the approval criteria listed for each specific use listed below and any conditions imposed by the board of adjustment after consideration at a public hearing as set forth in the Board's rules of procedure and according to the Iowa Code.
- (1) *Adaptive re-use of defunct institutional buildings or buildings or properties of significant historical or cultural value.* According to the provisions set forth in this subsection, the board of adjustment may grant a conditional use permit to allow the adaptive re-use of a building or property of historic or cultural value or a defunct institutional facility, such as a church or civic building, when such building or property is located in a district where such adaptive use would not otherwise be permitted. The board of adjustment may deny the use or aspects of the use that are deemed out of scale, incompatible, or out of character with the surrounding neighborhood, or may require additional measures to mitigate these differences. Additional conditions may include, but are not limited to, additional screening, landscaping, parking, pedestrian facilities, setbacks, limitations on hours or days of operation, occupancy limits, limitations on outdoor or accessory uses, and restrictions on use of amplified sound, exterior lighting, or signage. The following provisions, regulations, and restrictions shall apply:
- a. *Qualifying uses.* Only the following uses qualify for consideration under this subsection:
1. Hospitality-oriented uses such as: retreat facilities, convention centers, guesthouses, meeting halls, and event facilities;
 2. Conversion to a multi-unit dwelling in a zone where such use is not otherwise allowed or where the proposed number of units exceeds the number otherwise allowed in the zone;
 3. Community service uses such as: libraries, museums, senior centers, community centers, neighborhood centers, day care facilities, youth club facilities, social service facilities, and vocational training facilities for the physically or mentally disabled;
 4. Specialized educational facilities such as: music schools, dramatic schools, dance studios, martial arts studios, language schools, and short-term examination preparatory schools;
 5. Professional office uses such as: accountants, lawyers, architects, or similar.
- b. *Criteria for approval.* In order to grant a conditional use, the board of adjustment must find that the proposal meets the following approval criteria or will meet the criteria if certain conditions are applied:
1. The anticipated characteristics of the proposed use, including but not limited to hours of operation, noise levels, lighting, traffic generation, signage, number of patrons/visitors/residents, and frequency, level, and type of activity will be compatible with the neighborhood;
 2. The proposed use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
 3. The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity;

- 4. Establishment of the proposed use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district in which the property is located;
 - 5. Adequate utilities, access roads, parking, drainage and/or other necessary facilities are or will be provided;
 - 6. Adequate measures have been or will be taken to provide ingress or egress designed to minimize traffic congestion on public streets;
 - 7. In the case of a building or property of historic or cultural significance, the proposal will preserve the significant historic, aesthetic, and/or cultural attributes of the property.
 - 8. The specific proposed use, in all other respects, conforms to the applicable regulations of the zone in which it is located.
- c. *Required submittals.* The applicant must demonstrate how the proposal meets the criteria for approval. The following is the minimum necessary documentation that the applicant must furnish:
- 1. A description of the previous use to the extent known, including but not limited to: site layout, number of existing parking spaces, traffic generation, hours/days of operation, number of patrons, visitors, and/or residents (as applicable), and frequency and level of both indoor and outdoor activity;
 - 2. A detailed description of the proposed use including, but not limited to: any proposed changes to the site layout, anticipated traffic generation, proposed hours of operation, projected number of patrons or visitors(as applicable), frequency and type of activity (both indoor and outdoor), any new outdoor lighting proposed, proposed signage, residential density (if applicable), number of off-street parking spaces, anticipated parking demand, anticipated outdoor activities, and any proposed use of amplified sound.
 - 3. A site plan showing all proposed changes including site removals and improvements to accommodate the proposed use.
 - 4. A list of owners of record of all parcels located within 300 feet of the parcel and their addresses.
 - 5. Any further information or materials that will help demonstrate compliance with the criteria for approval listed above.

INTRODUCED: _____ March 1, 2021 _____
 PASSED 1ST CONSIDERATION: _____ March 1, 2021 _____
 PASSED 2ND CONSIDERATION: _____ March 15, 2021 _____
 PASSED 3RD CONSIDERATION: _____
 ADOPTED: _____

 Robert M. Green, Mayor

ATTEST:

 Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION EXTENDING A FACE MASK MANDATE FOR THE
CITY OF CEDAR FALLS, IOWA**

WHEREAS, we, the elected representatives of the City of Cedar Falls, took an oath to uphold and defend the Constitution of the United States and the Constitution of the State of Iowa, and

WHEREAS, the emergence of the novel coronavirus, SARS-CoV-2, that causes the disease COVID-19, can result in serious illness or death and can easily be spread from person to person, and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency related to the dangers posed by COVID-19, and

WHEREAS, on March 9, 2020, the Governor of the State of Iowa, Kim Reynolds, signed a proclamation of disaster emergency for the entire State of Iowa based on the increasing numbers in the State of Iowa testing positive for COVID-19, and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a worldwide pandemic, and

WHEREAS, on March 13, 2020, the President of the United States signed an emergency declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizing emergency response measures in all fifty states in response to COVID-19, and

WHEREAS, the most current local data relating to COVID-19 as provided by the Iowa Department of Public Health (“IDPH”) and the Black Hawk County Department of Public Health (“BHCDPH”) show that the State of Iowa and Black Hawk County continue to experience significant community spread of this disease, and

WHEREAS, the City of Cedar Falls, Iowa has a compelling interest to protect the lives of its residents, and

WHEREAS, Article III, Section 38A of the Iowa Constitution grants municipalities the power to determine their local affairs and government not inconsistent with the laws of the general assembly, and

WHEREAS, Chapter 364 of the Iowa Code reaffirms the constitutional grant of home rule authority to municipalities “to exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city of its residents, and to preserve and improve the peace, safety, health, welfare, comfort and convenience of its residents”, and

WHEREAS, a city “may exercise its general powers subject only to limitations expressly imposed by state or city law,” and the exercise of a city power “is not inconsistent with a state law unless it is irreconcilable with the state law.” Iowa Code section 364.2(2) and (3), and

WHEREAS, a city may set standards and requirements which are higher or “more stringent than those imposed by state law, unless a state law provides otherwise.” Iowa Code Section 364.3(3)(a); City of Des Moines v. Gruen, 457 N.W.2d 340, 343 (Iowa 1990); Bryan v. City of Des Moines, 261 N.W.2d 685, 687 (Iowa 1978), and

WHEREAS, the Center of Disease Control (“CDC”), the IDPH, and BHCDPH, have all determined and encouraged that face coverings are an critical tool in the fight against COVID-19 that could reduce the spread of the virus particularly when used universally within a community, and

WHEREAS, the Governor’s current proclamation requires that businesses and gatherings ensure social distancing of employees, customers, and attendees, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with the guidance of the IDPH, and

WHEREAS, the Governor’s current proclamation additionally requires the wearing of masks or face coverings in certain circumstances; and

WHEREAS, the IDPH’s reopening guidance advises that members of the public consider the use of cloth face coverings when distancing is not possible because wearing a face covering in public places where social distancing measures are difficult can help slow the spread of COVID-19, and

WHEREAS, a requirement that persons in the City of Cedar Falls, Iowa wear face coverings is essential to reducing the risk of transmission of COVID-19, and necessary to protect the health, welfare, and safety of residents and visitors and to accelerate local recovery efforts, and

WHEREAS, a requirement that persons wear a face covering is generally not irreconcilable with the Governor’s proclamations and the guidance of the Iowa Department of Public Health, and

WHEREAS, this resolution is not meant to be stigmatizing or punitive and is in the best interest of the health, welfare, and safety, and economic recovery of the City of Cedar Falls, Iowa and its residents.

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

- Section 1. Every person in the City of Cedar Falls, Iowa must wear a face covering when:
- a) In public, as opposed to one’s place of residence, when one cannot stay six (6) feet apart from others.
 - b) Inside any indoor public settings, including but not limited to:
 1. Grocery stores
 2. Pharmacies
 3. Hardware stores
 4. Retail stores
 5. Other public settings that are not one’s place of residence and when among people who do not live in the same household
 6. City buildings
 - c) Outside if maintaining a distance of six (6) feet apart is not possible
 - d) Using public transportation or private car services (including taxis, ride share, or carpooling)

Section 2. No business that is open to the public may provide service to a customer or allow a customer to enter its premises, unless the customer is wearing a face covering as required by this resolution, and businesses that are open to the public must post signs at entrance(s) instructing customers of their obligations to wear a face covering while inside.

Section 3. Those who are exempt from wearing a face covering are:

- a) Persons younger than 5 years of age.
- b) Anyone who has trouble breathing, on oxygen therapy, or ventilator.
- c) Anyone who is unconscious, incapacitated, or otherwise unable to remove their face covering without assistance.
- d) Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings.
- e) Anyone actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel.

Section 4. Places and times where persons are exempt from wearing a face covering:

- a) While traveling in a personal vehicle alone or with only household members.
- b) While a person is alone or with only household members.
- c) While exercising at moderate or high intensity e.g. swimming, jogging, biking.
- d) While seated at a food establishment in the process of eating or drinking.
- e) While obtaining a service that would require temporary removal of the person's face covering.
- f) When federal or state law prohibits wearing a face covering or requires the removal of a face covering.

Section 5. If a cloth face covering is chosen, appropriate use of a cloth face covering includes:

- a) A snug fit, but comfortable against the side of the face.
- b) Completely covers the nose and mouth.
- c) Is secured with ties or ear loops.
- d) Includes multiple layers of fabric.
- e) Allows for breathing without restriction.
- f) Can be laundered and machine dried without damage or change in shape.

Section 6. This resolution shall be effective immediately upon signing by the Mayor and expires at 11:59 PM on the 19th day of May, 2021. Upon its effective date this resolution replaces and supersedes Resolution #22,097 dated September 8, 2020, and extended by Resolution #22,140 dated October 19, 2020, Resolution #22,193 dated December 7, 2020, Resolution #22,227 dated January 19, 2021, and Resolution #22,272 dated March 1, 2021. Prior to the expiration of this resolution, the City Council of the City of Cedar Falls, Iowa may extend the mandate by adopting a new resolution.

Section 7. If any provision of this resolution is in irreconcilable conflict with a specific directive in the Governor's proclamation then in effect as it pertains to the wearing of a mask or face covering, the Governor's proclamation shall prevail.

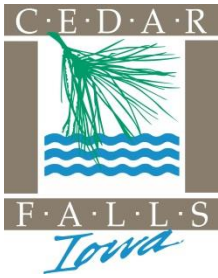
Section 8. If any section, provision, or part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision, or part of this resolution not adjudged invalid or unconstitutional.

PASSED AND ADOPTED this 5th day of April, 2021.

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: March 30, 2021
SUBJECT: **Mayor's Monthly Report for March 2021**
REF: (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties
 (b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council's expressed desire in references (a) and (b) for "Mayor's Updates" separate from the Departmental Monthly Reports, I will provide a written report of activities at the first meeting of each month in 2021.
2. **Cedar Valley Coalition Virtual Trip.** On March 11th, community leaders from across the Cedar Valley presented federal appropriations requests to our U.S. congressional delegation. While less relational than in-person, it was still deemed a productive and successful visit.
3. **Kosovo Trip Likely Postponed.** Last week I learned that the State of Kosovo is restricting travel again due to a resurgence of COVID-19 cases across Europe. So the trip planned by the Consulate of Kosovo for May will likely be postponed to at least September. Cultural Programs Supervisor Heather Skeens will plan on making that September trip if the travel restrictions lift.
4. **Racial Equity Task Force.** On March 29, the Executive Committee provided me with names of prospective members, and asked that I call them as the recruiter. I will be doing this during the first days of April, so that the full Task Force can begin its work ASAP.
5. **Human Rights Commission Member Selection.** The Selection Panel has narrowed the list of candidates and will very soon be providing me with their list of pre-finalists for me to consider. My goal is to have both nominees to you for the April 19th Council meeting.
6. **City Multi-Hazard Emergency Operations Plan (EOP) Update.** This important reference needs updating (the last revision was in 2015), so I will be working with staff over the next few months to make necessary changes & ensure that it aligns with federal/state standards. I anticipate Council consideration for approval in September I will keep you posted on progress as needed. I also anticipate that our new county EMA coordinator will present to Committee of the Whole on the fundamentals of the Incident Command System later this calendar year.

Xc: City Clerk
 City Administrator

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MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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Item 10.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: March 31, 2021
SUBJECT: Reappointment of Mr. John Clopton as Civil Service Commissioner
REF: (a) Code of Ordinances, City of Cedar Falls §2-306: Civil Service Commission

1. In accordance with reference (a), I hereby nominate Mr. John Clopton for reappointment to the Civil Service Commission for a four-year term ending on 4/7/2025.
2. Mr. Clopton has ably served as a Civil Service Commissioner since July of 2012, and is currently the Chair of the commission. He exemplifies the critical thinking, sound judgment, and independence needed for effective service on the Civil Service Commission.

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

###

March 16, 2021

To all concerned:

Life's journey brings new challenges and I have been thrown a health curve ball and need to devote my entire focus within myself. Therefore, effective immediately, I need to resign my position on the Civil Service Commission. This will ensure you can uncover another very qualified individual to replace me.

Sincerely,



Sue Armbrecht

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 15, 2021

The Committee of the Whole met at City Hall at 5:10 p.m. on March 15, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn (via video conference), Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Mark Perington and Wade Greiman from Snyder and Associates attended, as well as members of the community attended or teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Mayor and City Administrator Ordinance Updates. Kevin Rogers City Attorney reviewed the proposed ordinance changes from the previous council work sessions. A draft ordinance was included in the Committee of the Whole packet. He explained the changes are in accordance with Iowa State code, some provide clarification and some are to incorporate what the City's actual practice is. Mr. Rogers first reviewed the changes to the Mayor duties. Mayor Green opened it up for discussion from Council. Councilmembers discussed the various ordinance changes, and agreed to include previously deleted duties in the following sections: Sec. 2-187(a) add back language "enforce all regulations and ordinances"; and add back Sec. 2-187(b) (7), "The mayor shall make reports to the city council". Mayor Green stated he will act as the ombudsman, which is added in Sec. 2-187(b) (9). He stated he will field all complaints from city employees as well as those from residents. Mr. Rogers stated he would review if the Mayor's appointment of Mayor Pro Tem, which is currently received and filed by the Council. He doesn't think they have the right to vote the appointment down like they could the appointment of the Police or Fire Chief.

Mr. Rogers continued with the review of the changes to the City Administrator duties. Through Council discussion Sec. 2-217 shall be retained, but will track the language of 2-187(b) (1) as it relates to performance evaluation of the city administrator. Through discussion Mr. Rogers stated he would add a time frame to Sec. 2-223 for the appointment of acting city administrator. He said he would look to a personnel policy to remain consistent with other acting positions. Council also thought in the case the city administrator inability to appoint, the mayor should be able to appoint.

There being no more discussion Mayor Green introduced the second item on the agenda, Main Street Traffic Study. Chase Schrage Director of Public Works stated tonight we will review the questions from the 2/1/2021 Main Street Traffic Study discussion. He introduced Mark Perington and Wade Greiman from Snyder and Associates. Mr. Perington reviewed the recommendations for a three-lane roadway with on street bike lanes, with three roundabouts at 12th, 18th and Seerley. He explained the safety benefits of roundabouts which include reducing overall crash rates by 25%. Mr. Perington reviewed the possibility for a roundabout at 6th Street intersection. He said as you can see from the diagram the sidewalk will be right up against the fuel pumps of the convenience store, which will not allow a roundabout at this intersection. He reviewed the safety benefits of a three-lane roadway compared to a four-lane. These benefits include cash reduction, speed consistency, and reduced

pedestrian crossing conflict. He stated the three-lane will serve the vehicle volume demand for the roadway and a dual lane roundabout will cost more with more right of way needed. He stated that Main Street is identified for planned dedicated bike lanes. He explained side paths could be an option to separate the bikes from vehicles, this would also allow for a wider range of riders. He reviewed the transition of a bike in a roundabout.

Mr. Greiman reviewed each alternative and their estimated cost. He said the replacement of the corridor as-is with a four-lane with signals is estimated at \$5.84 million, and each alternative was compared, showing how much the cost is over or under the as-is four-lane option. He explained the pricing does not include the costs for utility replacement which is estimated at \$4 million. Mr. Greiman stated the City has two Surface Transportation Block Grants to help with funding the project, totaling \$2.9 million. He stated there are many tree conflicts along the corridor, which tree replacement could be factored in. Mr. Perington reviewed the public input key points. He stated the report was forwarded to Council. He reminded the Council the public input meetings were at the same time as University Avenue reconstruction, and now there is a better acceptance of roundabouts and drivers are better at navigating them. He stated the staff recommendation is for a three-lane corridor with on-street bike lanes, with roundabouts at 12th, 18th and Seerley. He stated there may be additional grant funding the City can secure.

Mayor Green opened it for discussion. Mr. Perington stated there will be minimal delay for the semi traffic south of 18th Street for the commercial businesses and the roundabouts will accommodate semi traffic. Mr. Greiman stated they can review the roundabout at 6th Street and shift the roundabout to the north east, but it will take parking spots from the library. He stated another option is to put in a mini-roundabout. There was discussion about the boulevard option and concern for traffic at the convenience store. It was suggested to have a gateway to downtown feature at 6th Street, reflecting welcome to the historic downtown. Mr. Perington stated the boulevard option was removed from consideration due to the traffic at the convenience store. Mr. Greiman stated the gateway feature may be added to a corner of the intersection. Mr. Greiman compared the street width of the three-lane with bike lanes to that of the as-is four-lane alternative. Mr. Schrage stated streetscape will be addressed with final design. Mr. Greiman explained the current design standards are for five-foot sidewalks. Mr. Perington stated the three-lane roadway will accommodate emergency vehicles with enough passing room, using the middle turn lane.

Mayor Green opened it for public comment. Andrew Shroll 930 Newman Avenue and Chairman of the Bike and Pedestrian Advisory Committee stated he agrees with the staff recommendation of the three-lane alternative. He stated the side path alternative would work if the City committed to removing the snow. Roger White 2303 Greenwood Avenue agrees with the staff recommendation and said Main Street is the most direct route rather than using bike lanes on adjacent streets or the trail system. Jim Skain 2215 Clay Street doesn't agree with the roundabout option, stating he feels they are less efficient and not good for bicyclists and pedestrians.

Mark Miller motioned to approve of the staff recommendation of the three-lane corridor with on street bike lanes, roundabouts at 12th, 18th and Seerley intersections, and a

design option for 6th Street intersection with possible roundabout. Simon Harding seconded the motion. Motion passed 5 to 2. (aye: Darrah, Dunn, Harding, Kruse, Miller; nay: deBuhr, Sires) Mr. Schrage stated a design concept will come forward in approximately six months. He stated they will review the impact of the roundabout options at the 6th Street intersection and bring back a design concept.

There being no further discussion, Daryl Kruse moved for adjournment. Simon Harding seconded the motion and the motion carried unanimously. Mayor Green adjourned the meeting at 7:00 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
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CEDAR FALLS, IOWA 50613
319-273-8600
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MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: March 30, 2021
SUBJECT: Departmental Monthly Reports Submission – February 2021
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. Reference (a) requires that the Mayor “*make oral or written reports to the city council at the first meeting of the month*”. For this reason I have reviewed and attached the monthly departmental reports as enclosure (1).
2. Many city activities remain impacted by COVID-19 protocols and response requirements; this is anticipated to continue in the near-term City staff and volunteers have done an exceptional job adjusting and creating alternative services, and I commend them for their flexibility and initiative in these difficult circumstances.
3. Please contact Administrator Gaines or me with any questions about the activities of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, February 2021

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



February 2021

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FINANCIAL SERVICES FEBRUARY 2021

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$68,442,000 invested in CD's and \$5,300,000 in a liquid money market.

| <u>Investments</u> | <u>Transactions</u> | <u>Amount</u> |
|------------------------|---------------------|----------------|
| CD's Matured | 1 | \$4,000,000.00 |
| CD's Purchased | 1 | \$4,000,000.00 |
| PFMM Deposit | 0 | \$0.00 |
| PFMM Withdrawal | 0 | \$0.00 |
| CD/Investment Interest | | \$27,652.77 |

FY22 Budget

The proposed budget was presented to Council at the January 19th Council Committee meeting. The maximum levy was approved by the City Council on February 1st and the public hearing to approve the budget was held on February 15th. The final FY2022-2024 Financial Plan was approved by the City Council and the required state budget forms were filed with Black Hawk County and the Department of Management.

Outside agencies that were funded in the budget, were notified of their award amounts. FY22 contracts for the funding will be presented to Council over the next few months.

Miscellaneous Financial Activities

For February, 24 payroll checks and 651 direct deposits were processed. Accounts receivable were processed and 150 invoices were mailed out to customers. 1,229 transactions for accounts payable were processed and approved by the City Council for payment and 450 checks were mailed out to vendors.

Benefit & Compensation Activities

1. Staff presented to employees via zoom a presentation summarizing the City's flex spending and health reimbursement accounts as well as the transition to the City's new vendor ISolved Benefit Services, Inc. The presentation was recorded and posted to the employee intranet.

2. City's flex spending plan was amended to allow eligible employees to revoke an election, make a new election, or decrease or increase an existing election to their plan on a prospective basis without a change in status required.
3. Staff continued process of updating employee intranet with updated information on City benefit plans.
4. Staff met with National Insurance Services to discuss LTD plan that is up for renewal in July.
5. Staff requested Holmes Murphy to seek quotes to potentially outsource COBRA administration.

**FINANCE & BUSINESS OPERATIONS
HUMAN RESOURCES
FEBRUARY 2021**

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Attended Ahlers Law Employment webinar series (2 of 5)
 - Impact of Politics & Racial Harassment Issues
 - Attorney Panel
- Attended Leadercast Women – Ripple Effect
- Attended Immigration Support Services webinar series (last 3 of 8) and continued communications related to an H-1B visa application
- Attended IaPelra virtual session
- Cultivating Justice: A Quest Towards Racial Equity
- Risk Management Committee meetings (Feb 3 and Feb 17)
- FSA/HRA benefits presentations for employees (3 sessions)
- Regular review of COVID cases
- Reviewed three contracts / agreements for required insurance
- Review and follow-up of three public events permits
- Job classification review & updates
- Preliminary Racial Equity Task Force discussions
- Review of personnel policies
- Coordinated with the ISU College of Design for the February 24 virtual career fair
- Assisted supervisors with performance evaluation process
- Revisions to the City’s employment application continued
- Staff accomplishments for 2020 and goals for 2021 were completed
- Assisted with benefits administration
- Recruitment/Employment tasks related to:
 - FT positions: Administrative Supervisor (Recreation Center), Civil CAD Technician, Engineering Technician I, Public Safety Officer, Principal Engineer, Wastewater Treatment Plant Operator I
 - PT positions: Community Service Officer, contracted Custodians, Library Assistant
 - Seasonal/special purpose positions for the Community Development and Public Works departments (summer Aquatics, Rec. Front Desk, Camp staff, and Laborers)

CIVIL SERVICE COMMISSION

- Re-appointment process began for commissioner John Clopton
- Prepared for the Civil Service meeting held on February 24, 2021
 - Approved testing process for Public Safety Officer

HUMAN RIGHTS COMMISSION

- Meetings held on February 8, 2021 and February 22, 2021
- Joint work session between HRC/City Council on February 15, 2021

Finance and Business Operations Information Systems Division Monthly Report February 2021

Summary of projects, training and staff activities

- Staff continues to support 29 workers that are working remote and have also switched to a rotating schedule to allow for remote work for the IT help desk. We continue to moderate zoom meetings for staff and assist with zoom support. For the month of February the city hosted 147 meetings with 1065 participants attending. IT Staff will return to the office on March 1 to prepare for returning staff in March.
- Staff also prepared for the installation and of a new county-wide CJIS system. Staff attended weekly update meetings. A shieldware upgrade was completed which caused an update to our current document management system.
- We continue work on the new document management software, administrator training was held, laserfiche was loaded on an additional 10 machines to continue testing.
- The Recreation Center wants to upgrade cameras, staff met at the center with the Recreation Center staff to discuss placement of cameras. Staff will need to work with building maintenance staff to complete the necessary wiring needed for these cameras.

Software Purchase/Installation/Upgrade Activities

- 37 software installations for 9 different departments
- 12 PC upgrades for ShieldWare

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 8 new pieces of equipment purchased for 6 different departments and inventory.
- 5 new equipment installations for 4 different departments.
- 2 equipment warranty repairs for Water Reclamation

Problem Resolution Activities & Assistance Activities

- 57 problem resolution or assistant activities took place for 14 different departments and the library

Graphic Design Activities

- Hearst Center: spring brochure, exhibit social promo, exhibit vinyl & postcard
- Tourism: continued work on Event Facilities Guide and We Know How to booklet, fliers, and website graphics; mail chimp graphic assistance
- Other: website and social media maintenance/graphics, business cards, laminating, promotional/communications graphics, Currents, FBO forms, RP/OurCedarFalls materials, Rec Center fliers/TV graphics, PS parking stickers, parking signs

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Continued live streaming and live coverage of Cedar Falls athletic event coverage to allow for viewership of events as fan limitations continue due to the COVID19 Pandemic
 - Recorded Human Rights Statement video from Mayor Rob Green

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - Two Committee of the Whole meeting using Zoom
 - Two City Council Work Session
 - Three Planning & Zoning meeting
 - Two Cedar Falls School Board meeting

- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Produced/aired 7 CFHS events, 3 UNI events and 14 other regular educational, community and sport productions.
- Aired 4 new Panther Sports Talk shows.
- Aired 4 new Heartland shows, featuring Iowa Hawkeye athletics
- Produced and aired 2 new City News Stories
- Continued weekly encoding and programming of the following church services for Public Access. This has been especially important during the COVID19 Pandemic.
 - First United Methodist Church
 - Orchard Hill Church
 - Nazareth Lutheran Church
 - Fresh Wind Ministries
 - St. John Lutheran Church
 - First Presbyterian Church
 - Kimball Avenue Methodist Church Waterloo
 - First United Methodist Waterloo
 - First Baptist Waterloo

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with Emergency Management Association, county and vendor staff to discuss project for dispatch system upgrade specifications
 - Met with legal staff to review documents
 - Met with Engineering staff to finalize updates to bike network improvements
 - Met with Planning staff to discuss Leahy property sewer infrastructure
 - Met with Econ Dev staff to discuss site certification documents
 - Met with Planning staff to finalize new downtown zoning district
 - Updated new parcel info from BHC in to GIS and LAMA
- 1 web and database projects were completed for 1 different departments
- Completed 1 different data requests for 1 different entity.
- Created 9 new maps for 9 different departments.
- Created 158 new addresses.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
February 2021**

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

Traffic Court:

City Cases Filed: 147 (this number includes both City and State tickets)

Cases Set: 9 (Traffic) 4 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 6 agreements
- Continued advice on COVID-19 issues and policies
- Mayor/City Administrator Ordinance work
- Attention to and advice on public records requests
- Drafting litigation discovery responses; monitor litigation

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
FEBRUARY 2021**

Public Records Activity

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

Licenses and Permits

| | |
|-----|--|
| 0 | Mobile Merchant |
| 1 | Tree Trimmer License |
| 0 | Tables & Chairs |
| 191 | Pet licenses |
| 19 | Annual "Paw Park" permits |
| 4 | Public Event permits |
| 0 | Parking permits |
| 0 | Dumpster permits |
| 2 | Cemetery Interment Rights Certificates |
| 11 | Liquor licenses and beer/wine permits. |
| 1 | Tobacco permit |

Prepared the 2020 annual cemetery reports that are required to be filed with the Iowa Insurance Division.

Prepared and filed three property assessments for expenses incurred by the city to mow/clean up affected properties.

Met with Community Main Street and College Hill Partnership Directors, and city staff to discuss options for expansion of outdoor seating and dining.

The unemployment rates for the month of January 2021 were 4.7% for the Waterloo-Cedar Falls Metropolitan Area, 3.1% in Iowa, and 6.8% in the U.S.

Parking Activity

Enforcement

801 – Parking citations issued.

\$ 5,049.00 – Citations paid.

Collections

\$ 830.00 – Collections from delinquent parking accounts.

\$ 50.00 – Vehicle immobilization (1 vehicle).

Paid parking continues to be suspended in the municipal lots in both Downtown and College Hill areas per City Council action to suspend paid parking until August 1, 2021 to help ease the financial burden businesses may be experiencing due to COVID-19.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
FEBRUARY 2021**

Library Activity

| Usage Statistics | December 2020 | January 2021 | January 2020 |
|-------------------------|----------------------|---------------------|---------------------|
| Customer Count | 2,199*** | 2,253* | 15,902 |
| Circulation | 19,637 | 20,509 | 39,266 |
| Event Attendance | 1,779** | 2,180** | 933 |

*Curbside customers plus browsing hours in the building

**Virtual events via Facebook Live and Zoom.

***Curbside only

Special events in February included the following:

- Take-and-make kits for all ages
- Water as a Resource: Rain Barrels and Rain Gardens for Your Home, presented by Maria Perez and Josh Balk and Backyard Composting & Indoor Composting with Redworms with Tammy Turner of Waste Trac Education
- Des Moines Gamer Symphony Orchestra virtual concert
- Virtual storytimes, tween events, and teen events.

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

Community Center Activity

Beginning in February, the Community Center building was used as a temporary COVID-19 vaccination site for a limited time by a local healthcare provider during phase 1B. The healthcare provider made appointments by invitation only to their patients—there are no walk-ins. On days when there is no clinic, the pool rooms and limited seating areas are available for individuals and small groups (10 or less) for informal pool games, card games, for free Wi-Fi access, or just to visit. Also in February, the Community Center continued to offer Grab n' Go Activity kits for seniors; some were delivered to senior living facilities and to homebound seniors.

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

Feb-21

Total for Month \$2,076,782.00
 Total for Fiscal Year \$65,854,518.00
 Total Same Month - LAST YEAR \$2,297,736.00
 Total for Fiscal Year - LAST YEAR \$52,188,735.00

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|---|-----------------|----------------|-----------------------|--------------------|----------------|----------------|------------------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Single Family New Construction | 3 | 0 | \$722,538.00 | \$5,787.25 | 75 | 0 | \$22,401,581.00 | \$158,921.10 |
| Multi-Family New Construction | | | | | | | | |
| Res Additions and Alterations | 33 | 0 | \$756,944.00 | \$10,270.15 | 571 | 0 | \$7,877,522.00 | \$122,825.00 |
| Res Garages | 2 | 0 | \$46,800.00 | \$733.75 | 35 | 0 | \$420,517.00 | \$7,368.75 |
| Commercial/Industrial New Construction | | | | | | | | |
| Commercial/Industrial Additions and Alterations | 5 | 0 | \$550,500.00 | \$3,754.90 | 63 | 0 | \$6,922,927.00 | \$117,625.30 |
| Commercial/Industrial Garages | | | | | | | | |
| Churches | | | | | 1 | 0 | \$2,423,471.00 | \$12,005.15 |
| Institutional, Schools, Public, and Utility | | | | | | | | |
| Agricultural/Vacant | | | | | | | | |
| Plan Review | 5 | 0 | \$0.00 | \$2,386.00 | 52 | 0 | \$0.00 | \$112,195.00 |
| Total | 48 | 0 | \$2,076,782.00 | \$22,932.05 | 803 | 0 | \$65,854,518.00 | \$583,610.49 |

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

Feb-21

| Construction Type | Monthly Summary | | | | Yearly Summary | | | |
|-------------------|-----------------|----------------|------------|--------------------|----------------|----------------|------------|---------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | 28 | 0 | \$0.00 | \$2,618.00 | 494 | 0 | \$0.00 | \$52,436.10 |
| Mechanical | 79 | 0 | \$0.00 | \$5,674.00 | 660 | 0 | \$0.00 | \$58,634.00 |
| Plumbing | 49 | 0 | \$0.00 | \$3,559.00 | 529 | 0 | \$0.00 | \$48,778.00 |
| Refrigeration | 1 | 0 | \$0.00 | \$180.00 | 5 | 0 | \$0.00 | \$576.00 |
| Total | 157 | | | \$12,031.00 | 1688 | | | \$160,424.10 |

| Constructor Registrations | Monthly Summary | | | | Yearly Summary | | | |
|---------------------------|-----------------|----------------|------------|---------------|----------------|----------------|------------|-------------------|
| | Issued | Dwelling Units | Valuations | Fees | Issued | Dwelling Units | Valuations | Fees |
| Electrical | | | | | 4 | 0 | \$0.00 | \$450.00 |
| Mechanical | | | | | 2 | 0 | \$0.00 | \$300.00 |
| Plumbing | | | | | 6 | 0 | \$0.00 | \$750.00 |
| Refrigeration | | | | | | | | |
| Total | 0 | | | \$0.00 | 12 | | | \$1,500.00 |

| | | | | | | | | |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|
| Building Totals | 48 | 0 | \$2,076,782.00 | \$22,932.05 | 803 | 0 | \$65,854,518.00 | \$583,610.49 |
|------------------------|-----------|----------|-----------------------|--------------------|------------|----------|------------------------|---------------------|

| | | | | | | | | |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|
| Grand Total | 205 | 0 | \$2,076,782.00 | \$34,963.05 | 2503 | 0 | \$65,854,518.00 | \$745,534.59 |
|--------------------|------------|----------|-----------------------|--------------------|-------------|----------|------------------------|---------------------|

Item 13.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
February 2021**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on February 10, 2021, February 17, 2021 and February 24, 2021.

| Applicant | Project | Recommendation | Action Taken |
|-----------------------------|---|---|---|
| Special Presentation | Review of the draft of the <i>Imagine College Hill!</i> Vision Plan | February 10, 2021 Discussion | None |
| Wes Geisler | Remodel Review – College Hill Neighborhood Overlay (DR20-008) | February 10, 2021 Denial | Denied |
| Wes Geisler | Driveway Review – College Hill Neighborhood Overlay (DR20-008) | February 10, 2021 Approval | Tabled |
| Special Presentation | Review of the draft of a new Downtown Zoning Code | February 17, 2021 Discussion | None |
| Hi Yield, LLC | CBD Overlay Site Plan for Mixed Use Building on 7 th & Main (Case #SP20-012) | February 24, 2021 Introduction and Discussion | Continued to March 10 th Meeting |
| Stone & Terrace | CBD Overlay Site Plan for Building on 4 th & Main (Case #SP21-001) | February 24, 2021 Introduction and Discussion | Approved |
| Lydia Brown, Skogman Realty | Land Use Map Amendment for 7009 Nordic (#RZ21-002) | February 24, 2021 Introduction and set Public Hearing | Public Hearing set for March 10, 2021 |
| Lydia Brown, Skogman Realty | Rezone from M-1 to HWY-1 for 7009 Nordic (#RZ21-002) | February 24, 2021 Introduction and set Public Hearing | Public Hearing set for March 10, 2021 |
| Work Session | Review of the draft of a new Downtown Zoning Code | February 24, 2021 Discussion | None |

Group Rental Committee – No meeting was held in January.

Board of Rental Housing Appeals – No meeting was held in February.

Board of Adjustment – A regular meeting was held on February 16, 2021.

| Applicant | Project | Recommendation | Action Taken |
|---|---|-----------------------|---------------------|
| Matt Ackerson 1810 Timberledge Drive | To allow an addition to a dwelling to encroach into the side yard | Approve | Approve |

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

| | Date | Notes/Actions |
|--|--------------------------------------|--|
| Bicycle and Pedestrian Advisory Committee | 02/02/2021 | Approved the annual report. Staff presented three scenario maps for the Bike Plan and asked the committee to compile feedback which would be presented by the Chair at the March meeting. Praise was expressed for the snow clearing of trails. Reviewed the Main Street 4-3 lane conversion discussion by Council the night before. |
| College Hill Partnership | 2/08/21 Via Videoconference | Topics of discussion included: Seerley Park Block Party co-sponsored by CBPAC; Refreshment Zones research; Farmer's Market re-location |
| Historic Preservation Commission | 02/09/2021 Via Videoconference | City staff shared 16 th Street Brick Street Plans from Engineering archive at city. Commission also discussed plans to develop historical scavenger hunt concentrating on UNI Campus and College Hill during May (History Month). |
| Housing Commission | No meeting | Meeting was cancelled. |
| Community Main Street Design Committee | 02/19/21 Via Videoconference | Design committee reviewed and provided comments on: the new sign proposal for Lincoln Savings bank at 302 Main St. building; application for 108 E 4 th St site project for indoor/outdoor restaurant. City Staff provided information on the schedule of CBD design reviews before P&Z. |
| Parking Committee – Downtown and College Hill (combined) | 02-16-21 Via Videoconference | Discussion of suspension of paid parking in the lots (extended until August 1 st 2021 by Council). As there is little to discuss while paid parking is suspended, the next meeting will be scheduled for April or May. |

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR FEBRUARY INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- Downtown zoning code update under P&Z review based on *Imagine Downtown!* Vision Plan. Four work sessions planned with P&Z before public hearings in March. Work sessions planned with Community Main Street and with development professionals. Outreach effort ongoing to get the word out and answer questions from the public.
- *Imagine College Hill!* Vision Plan was presented to the public at the P&Z meeting in February. Public Hearing(s) in March. Outreach effort ongoing to get the word out and answer questions from the public.
- The responses to the *Resilience Plan Worksheet 2* were discussed on February 5 and the responses will be used to develop the final worksheet to be released in March.
- Ongoing effort to address enforcement of rental paving ordinance.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Began drafting development agreement for a new commercial project in downtown and sent to developer for review.
- Reviewed potential industrial project with IEDA for a location within the Cedar Falls Industrial Park.
- Began compiling materials for the 2021 Industrial Park Site Certification Program through IEDA. Submitted step 1 materials and was invited to step 2. Step 2 material gathering underway.
- Attended webinar discussing potential TIF legislation and what impacts that may have on Cedar Falls and other cities.

CDBG

- Planning is working with the Service Agencies and schools to provide signed contracts to be approved by City Council.

HOUSING CHOICE VOUCHER PROGRAM

| | | | |
|--------------------------------|-----|--------------------------------------|--------------|
| Waiting List | 266 | Rent Subsidies (HAP payments) | \$99,924.00 |
| New Applications Taken | 17 | Utility Payments | \$ 1,289 |
| Units under Contract | 216 | Admin Fees | \$ 14,078.00 |
| Initial Vouchers Issued | 3 | | |
| Mover Vouchers Issued | 1 | Lease Up Goal | 235 |
| New Admissions | 3 | | |

Ongoing:

- Updating Administrative Plan.
- Scanning all files into system
- Landlord outreach

ADD A DOLLAR REPORT

There were NO applications received for utility assistance in February. There was a balance of \$25,467.49 as of February 28, 2021. There is COVID money available to help with utilities that Operation Threshold is using before sending to us, so we have not had any applications in January or February this year.



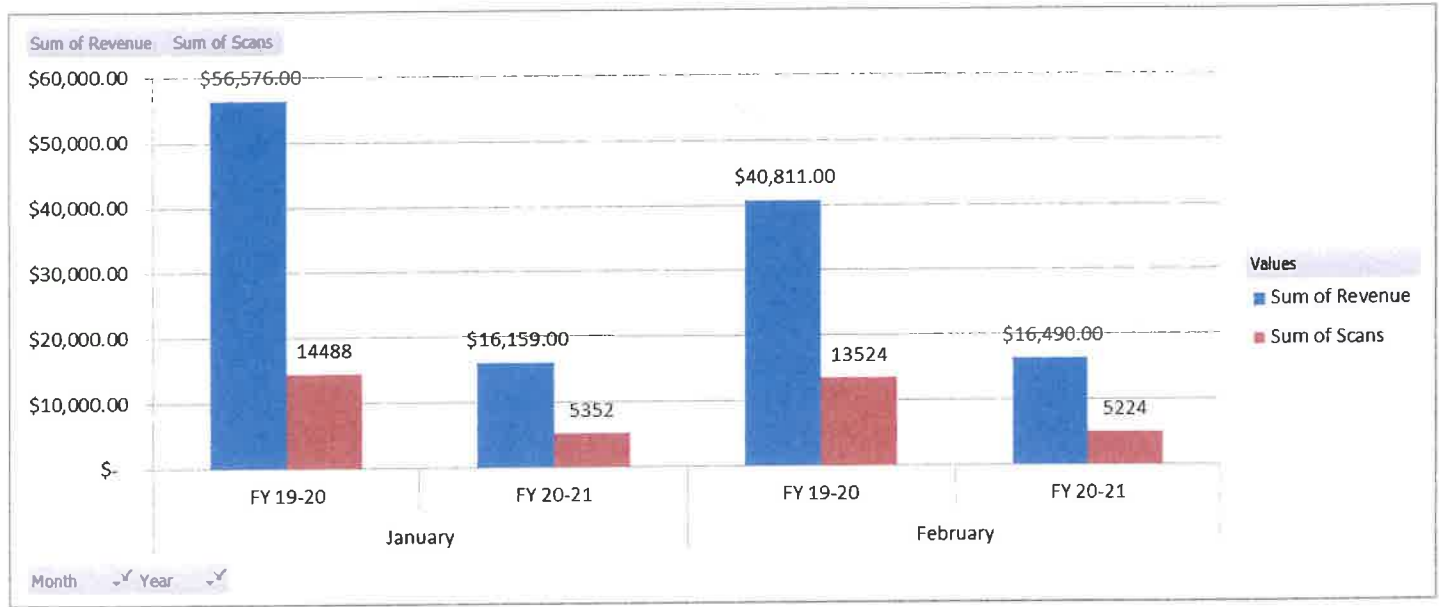
Recreation & Community Programs February Report 2021

The Cedar Falls Recreation & Fitness Center celebrated American Heart Month. Throughout the facility there were several flyers that noted the celebration and awareness of Heart Disease and our effort to provide a safe and welcoming place to come and exercise. The flyer also included a QR code that allowed members to check-in to the facility when they visited for a chance to enter a raffle for a free massage at the Recreation Center. There were three winners and over 50 participants in the raffle! Youth Basketball League was completed in the last weekend in February; it came and went without any major hiccups. Adult Volleyball League has been a success this winter season and ends in the middle of March. Youth Swimming Lessons began the last weekend in February and will run until late April. A second round of swim lesson offerings will begin after spring break at the end of March. The Recreation Team has been gearing up for the March 1st announcement for program and registration opening. Swimming lessons, youth sports, and summer camp all opened registration on Monday March 1st. In addition to program registration the brand new monthly membership options went live on March 1st as well. Annual advertising for summer aquatics jobs were posted in January and will continue throughout the spring.

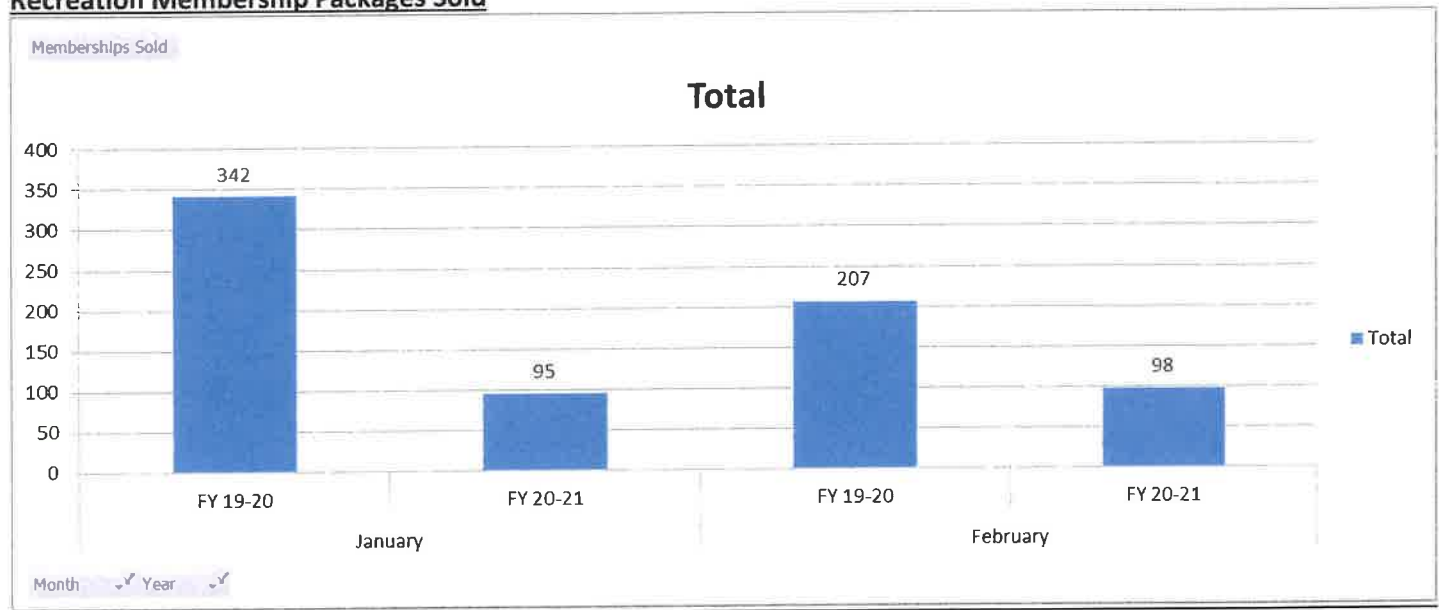
Sincerely,

J.J. Lillibridge
Recreation and Community Programs Manager

Recreation Center Usage & Revenue



Recreation Membership Packages Sold



| | January (2021) | February (2021) | February (2020) |
|--------------------------------|-------------------|--------------------|--------------------|
| Recreation Programs | | | |
| Fitness Classes Offered | 132 | 137 | 278 |
| Fitness Class Attendance | 647 | 905 | 3562 |
| Personal Training Sessions | 60 | 66 | 220 |
| Massages | 41 | 38 | 41 |
| Sales | | | |
| | Last Month | This Month | February (2020) |
| Swim Pass Sold | 5 | 2 | 16 |
| Swimming | | | |
| | Last Month | This Month | February (2020) |
| Open Rec Swim/Lap Swim Numbers | 613 | 603 | 569 |
| Aquatic Program Usage | 2021 | 1076 | 1166 |
| Rentals | | | |
| | Last Month | This Month | February (2020) |
| Total | 0 | 0 | 0 |

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
February 2021



Meetings, Conferences and Business Travel Marketing and Services

- Welcomed Leadership Iowa to Cedar Falls for a 2-day visit.
- Submitted proposal to host Iowa League of Cities in 2025.
- Producing a virtual familiarization tour via video.



Sports Related Marketing and Services

- Provided volunteers and welcome materials for Iowa High School State Bowling Tournament.

Events

| Dates | Event | Attendance |
|--------------|--|--|
| Feb 12&13 | NASP Spring Shootout | 100 anticipated cancelled due to COVID-19 |
| Feb 13 | Dann Schultz Snow Disc Tournament TVB promotion and photography | 65 attended |
| Feb 19 | UNI Football vs South Dakota State TVB promotion | unknown |
| Feb 19-21 | JVA Midwest Volleyball Jam | unknown cancelled due to COVID-19 |
| Feb 20&21 | Volley in the Valley CVSC/TVB promotion | 750 attended |
| Feb 22&24 | Iowa High School Bowling Tournament TVB volunteers, welcome materials and promotion | 1,700 anticipated |
| Feb 26-28 | MVC Indoor Track & Field Championships CVSC/TVB promotion | 700+ anticipated |
| Feb 27&28 | AAU Winter Blast Volleyball CVSC | 2,700 anticipated cancelled due to COVID-19 |
| Feb 27&28 | Northern Conference Wheelchair Basketball TVB planning assistance | 500 anticipated moved to Des Moines |

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing and Services

- Began work on the 2022 visitor guide.
- Received 1,098 leads from Travel Iowa.



Tourism Related Business and Organization Coordination and Collaboration

- Attended Iowa Tourism Industry Partners (ITIP) board planning retreat, resource committee meeting and led the organization’s development committee.
- Met with Main Street Promotions Committee and discussed a potential UNI tailgate in April.
- Published Hospitality Highlights newsletter and Notify Me posts x4

Focus for March

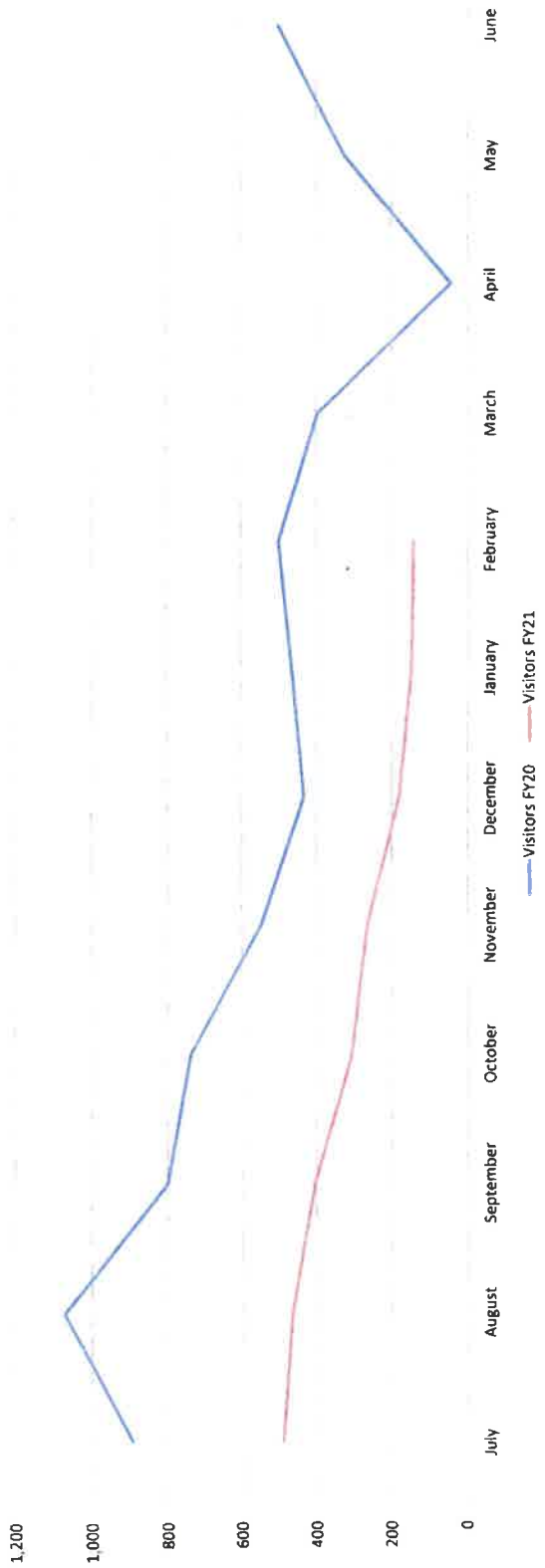
- Determine if pre-paid gift card program is feasible and advantageous.
- Determine if we should move forward with an on-line chat box feature.
- Release new virtual familiarization tour video.

Respectfully Submitted,

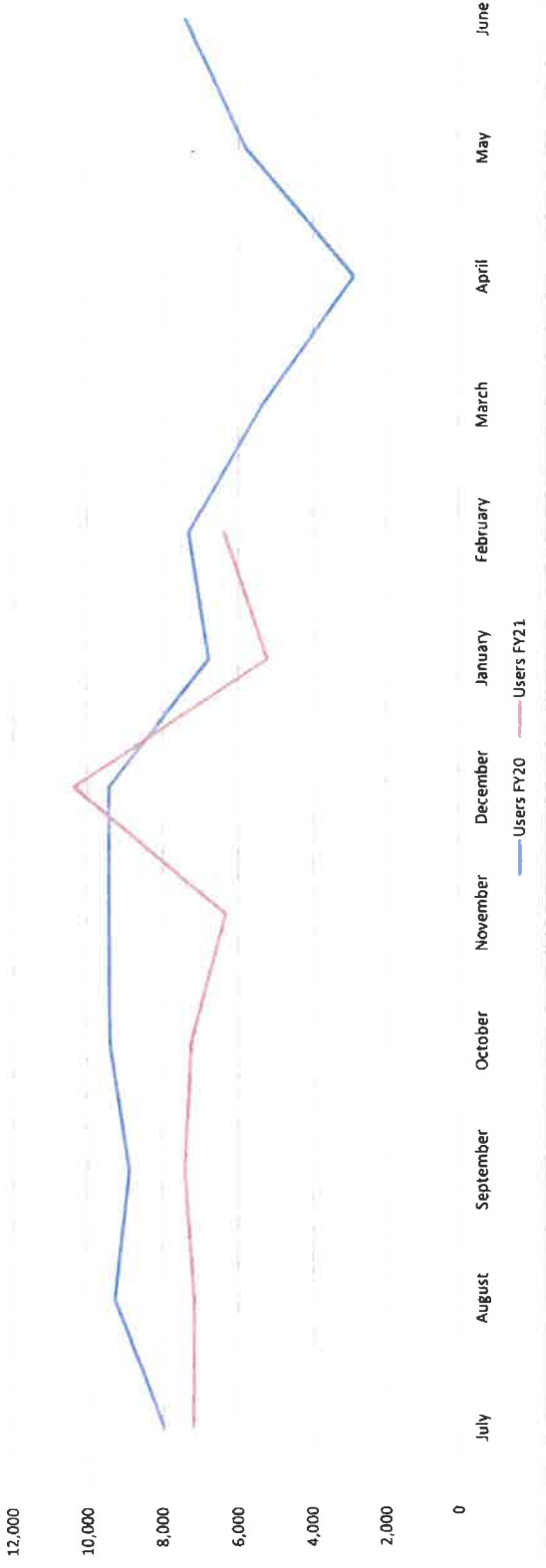
Kim Manning
 Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

Visitor Center Traffic, Door Counter



Website Traffic, Users



CEDAR FALLS CULTURAL PROGRAMS
 Monthly Report | February 2021



- Mary-Sue Bartlett made the difficult decision to resign from the Art and Culture Board in February, due to retirement plans. The Board is searching for a new member.
- Staff resumed working from the office for their full hours in February.
- Heather spoke with UNI first year art students, Lions Club and Cedar Falls Rotary about the Hearst via zoom, as an invited guest.
- The Red House Studios/artists were featured in an article in the Courier on Feb. 15.
- The Hearst worked with V&T and the Rec to plan for reopening rentals and birthday parties.
- The Public Art Committee continues to work on the River Place Plaza project, and will soon be looking toward finalizing an installation date for the work commissioned in 2019 for City Hall.
- The Hearst opened a new exhibition, titled *Teacher / Student*, featuring work by 17 artists from across the country with ties through formal and informal arts education; two works are on loan from Waterloo Center.
- The Hearst opened registration for Spring Break Camp and immediately sold out. We increased our attendance by three campers due to family “pods” that registered.
- The Hearst hosted a virtual Chinese New Year with the UNI Asian Students Union with 20 participants; other virtual programs included the Red House Studio artists talk, lunchtime concert, and the Final Thursday Readers Series.
- We worked with a recent estate to pick up several work for acquisition consideration, which will be presented to the Collections Committee in March.

| Hearst Center Usage Statistics | Last Month | This Month | Last Year |
|---------------------------------------|------------|------------|-----------|
| | Jan FY21 | Feb FY21 | Feb FY20 |
| In-Person and Virtual Attendance* | 674 | 696 | 1895 |
| Off-site Ed/Outreach Encounters | 0 | 0 | 125 |
| Public Programs Offered** | 4 | 5 | 7 |
| Exhibition walk-in Viewers | 172 | 217 | 201 |
| Classes/Workshops Offered*** | 10 | 12 | 16 |
| Rentals/Birthday Parties | 0 | 1 | 4 |
| Volunteers/# of Hours | 0/0 | 9/11 | 6/14.5 |
| Facebook Views | 34441 | 34988 | 37207 |
| Facebook Followers | 2308 | 2336 | 2095 |
| Instagram Followers | 680 | 741 | n/a |
| Ads, videos, press releases, articles | 3 | 2 | 7 |
| Friends Members/new or renewed | 261/17 | 269/10 | 276/22 |

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

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - February 2021**

Item 13.

| <i>Project</i> | <i>Description</i> | <i>Status</i> | <i>Budget</i> | <i>Contractor/ Developer</i> |
|--|--|-------------------|----------------|---|
| 2020 Sidewalk Assessment | Sidewalks | Final Out Remains | TBD | Engineering Division |
| 2020 Street Construction | Street Repair | Final Out Remains | \$3,385,340.30 | Engineering Division PCI |
| Cedar Heights Drive Reconstruction | Street Repair | Final Design | \$6,000,000 | Snyder |
| Cedar River Safety & Recreation | Recreation | Design | \$50,000 | Engineering Division |
| Center Street Trail | Trails | Final Out Remains | \$450,000 | Engineering Division Cunningham Construction |
| Highway 58 Corridor Study | Study and Design Greenhill Road to HWY 20 | Report Complete | \$2,500,000 | IDOT/AECOM Engineering Division |

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - February 2021**

| <i>Project Title</i> | <i>Description</i> | <i>Status</i> | <i>Budget</i> | <i>Contractor/ Developer</i> |
|---|---------------------------|-----------------------|----------------------|---|
| Autumn Villages Phase II & III | New Subdivision | Construction Underway | ----- | CGA |
| Terraces at West Glen, New Aldea West Campus | New Subdivision | Construction Underway | ----- | New Aldea/Fehr Graham |
| Western Homes 9th Addition | New Subdivision | Construction Underway | ----- | Claassen/Western Homes |
| Greenhill Village Estates | New Subdivision | Final Out Remains | ----- | Nelson Construction & Development |
| Pheasant Hollow 7th Addition | New Subdivision | Final Out Remains | ----- | CGA |
| Prairie Winds 5th Addition | New Subdivision | Final Out Remains | ----- | Brian Wingert CGA |
| River Place Addition | New Subdivision | Final Out Remains | ----- | Kittrell/AECOM |
| Arbors Fourth Addition | New Subdivision | Maintenance Bond | ----- | Skogman/CGA |
| Autumn Ridge 8th Addition | New Subdivision | Maintenance Bond | ----- | BNKD Inc. Shoff Engineering |
| Gateway Business Park | New Subdivision | Maintenance Bond | ----- | Shive Hattery Baker Construction |
| Park Ridge Estates | New Subdivision | Maintenance Bond | ----- | Brian Wingert CGA |
| Prairie Winds 4th Addition | New Subdivision | Maintenance Bond | ----- | Brian Wingert CGA |
| Sands Addition | New Subdivision | Maintenance Bond | ----- | Jim Sands/VJ |
| Wild Horse 4th Addition | New Subdivision | Maintenance Bond | ----- | Skogman/CGA |

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - February 2021**

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

Department of Public Works

Operations and Maintenance Division

Monthly Report for February 2021

Streets Section:

- Responded to multiple snow and ice events throughout the month
- Hauled snow from Parkade, College Hill and High School
- Performed manhole repairs where the structure impacted snow plowing
- Pothole repairs were performed on an as needed basis

Traffic Operations:

- 79 traffic control signs were repaired or replaced
- 13 repairs were made to signalized intersections including one (1) that was in flash mode
- Performing annual testing of traffic control conflict monitors
- Traffic staff assisted with snow removal operations

Fleet Maintenance:

- Processed 124 work orders on various equipment
- Used 17,818 gallons of fuel (6,343 ethanol, 12,453.5 diesel)
- Placed new hybrid vehicle in service for FBO
- Place tandem dump truck in service for O/M
- Prepped/maintained snow removal equipment during snow and ice events

Public Buildings:

- Continued building sanitation per COVID protocol
- Added additional COVID barriers for returning staff
- Programed adjustments on building HVAC systems for energy conservation
- HVAC adjustments/repairs were performed at Public Safety and at the Library

Parks:

- Snow and Ice control operations took place throughout the month
- Prepared equipment for summer use
- Removed 16 ROW ash trees.
- Trimmed 28 ROW trees

Cemetery:

- Performed nine (9) interments - Two (2) were Saturday services
- Three (3) spaces sold in Greenwood Cemetery, two (2) sold in Fairview Cemetery, one (1) in Hillside Cemetery

Refuse:

- 525 tons of residential solid waste was collected. Total of 621 three yard container dumps were recorded. Responded to 45 bulk item collections
- A total of 137.5 tons of recyclable material was collected
- The Transfer Station hauled 62 loads of solid waste to the Black Hawk County Landfill totaling 807 tons.

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

PLANT OPERATIONS

Plant performance was very good for the month of February. All permit requirements were met for the month.

PROJECTS

The annual biosolids report was filed in February. This report is required to be submitted to the USEPA and IDNR annually by February 19th. Updates to the WRF *Biosolids Land Application Plan* were completed as well.

INDUSTRIAL PRETREATMENT

The annual Pretreatment Report was submitted to the Iowa DNR as required. Only one non-compliance violation was noted for 2020. This was a minor violation relate to a loss of paperwork from an industry.

BIOSOLIDS

We cycled 280,000 gallons of liquid biosolids out of the plant to local area farm fields in February. An additional 53,000 gallons were processed and dried for disposal later.

There were 1.6 tons of inorganic materials hauled to the landfill during February.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were four calls concerning sanitary sewer problems in February. There were two issues in the City main.

There was one issue at a lift stations that required staff to come in after hours. The extreme cold weather created an issue with a frozen water pipe. The station was able to be kept on-line with a temporary repair completed immediately and the permanent fix completed in the following days.

Crews cleaned approximately 2,400 feet of sanitary sewer lines and televised approximately 2600 feet of lines in February.

Crews processed seventy three (73) requests to locate sewers in construction areas for the Iowa One Call system. Twenty five (25) were pertinent and actually required a locate.

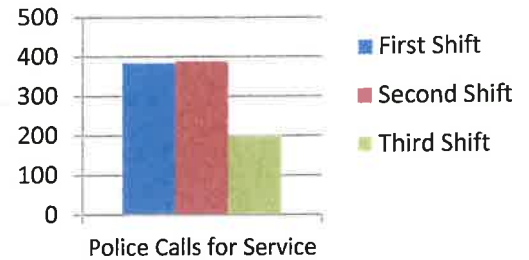
TRAINING AND PERSONNEL

Following the retirement of a Plant Operator at the end of 2020, a new hire will begin in March. Morgan Williams, who has worked seasonally at the plant, was hired to fill this position. Morgan has attended DMACC and received her AAS in related fields and has her Iowa DNR Operator I license.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
FEBRUARY 2021**

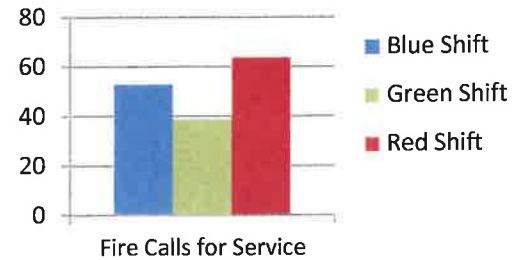
CEDAR FALLS POLICE

| <u>Police Statistics</u> | First Shift | Second Shift | Third Shift |
|--------------------------|-------------|--------------|-------------|
| Calls for Service | 385 | 390 | 201 |
| Traffic Stops | 93 | 355 | 136 |
| Arrests | 5 | 19 | 24 |
| Accidents | 86 | 70 | 13 |



CEDAR FALLS FIRE

| <u>Fire Statistics</u> | Blue Shift | Green Shift | Red Shift |
|------------------------|------------|-------------|-----------|
| Calls for Service | 53 | 39 | 64 |
| Fire | 0 | 1 | 2 |
| Rescue/Medical | 34 | 25 | 46 |
| Service Call | 3 | 2 | 2 |
| Good Intent | 2 | 2 | 2 |
| False Alarm/Call | 8 | 6 | 9 |
| Hazardous Condition | 6 | 3 | 3 |



INVESTIGATIONS

CSI

- 2/9/21 - Assisted 1st shift officers with processing a residential burglary on South Main Street (21-010846)

Crime Lab:

- 1 item of physical evidence was processed
- 17 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 348 items of evidence from closed cases in 2010, 2011, 2013, 2014, 2015, 2016 and 2018 were destroyed
- 35 items of property were released back to their owners

Property Room:

- The monthly random property audit was completed for February
- 56 building videos were archived
- 132 copies of videos were provided to attorneys
- 7 copies of items (not video) sent out to attorneys

Evidence / Property:

- 29 Items of physical evidence were entered
- 6 items of found property were entered
- 11 items of property were entered for safekeeping
- 47 CD's were entered by officers

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- 157 Total Hours

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- Police In-Service training consisted of building searches, crime scene procedures for patrol and OC spray updates
- One PSO continued a Supervision of Police Personnel online training class

- One PSO continued their training at the Iowa Law Enforcement Academy
- One PSO attended an online Social Media Summit training
- Two PSO's attended a week long Critical Incident training class
- Six PSO's attended a Train the Trainer De-escalation class
- Two PSO's attended a Shotgun Armorer's course in Ottumwa, Iowa
- One PSO attended a School Shooting Prevention forum in Bellevue, Nebraska

| <u>POLICE STATISTICS:</u> | <u>February 2021</u> | <u>Total 2021</u> |
|--|-----------------------------|--------------------------|
| Group A Crimes | | |
| Kidnapping/Abduction | 0 | 0 |
| Forcible Rape/Sodomy/Fondling | 5 | 5 |
| Robbery | 0 | 0 |
| Assault | 11 | 22 |
| Arson | 0 | 0 |
| Extortion/Blackmail | 1 | 1 |
| Burglary/B&E | 10 | 17 |
| Theft | 46 | 83 |
| Motor Vehicle Theft | 4 | 7 |
| Counterfeit/Forgery | 2 | 4 |
| Fraud | 7 | 14 |
| Vandalism | 15 | 23 |
| Drug Offenses | 13 | 19 |
| Porno/Obscene Material | 0 | 0 |
| Weapon Law Violation | 2 | 3 |
| Group B Crimes | | |
| Bad Checks | 0 | 0 |
| Disorderly Conduct | 2 | 5 |
| Driving Under Influence | 11 | 16 |
| Drunkenness | 28 | 48 |
| Non-Violent Family Offense | 0 | 1 |
| Liquor Law Violation | 0 | 0 |
| Runaway | 2 | 6 |
| Trespassing | 1 | 2 |
| All Other Offenses | 9 | 19 |
| Group A Total: | 116 | 198 |
| Group B Total: | 53 | 97 |
| Total Reported Crimes: | 169 | 295 |
| Traffic Accidents | | |
| Fatality | 0 | 0 |
| Personal Injury | 4 | 9 |
| Hit and Run | 10 | 21 |
| Property Damage | 24 | 65 |
| Parked Vehicle | 1 | 1 |
| Total reported Accidents | 39 | 96 |
| Driving Offenses | | |
| Driving While License Barred | 1 | 3 |
| Driving While Denied/Cancelled/Suspended/Revoked | 3 | 6 |
| Total Driving Offenses | 4 | 9 |
| Alcohol/Tobacco Violations | 50 | 84 |
| Calls for Service | 1552 | 3117 |
| Total Arrests | 87 | 149 |

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

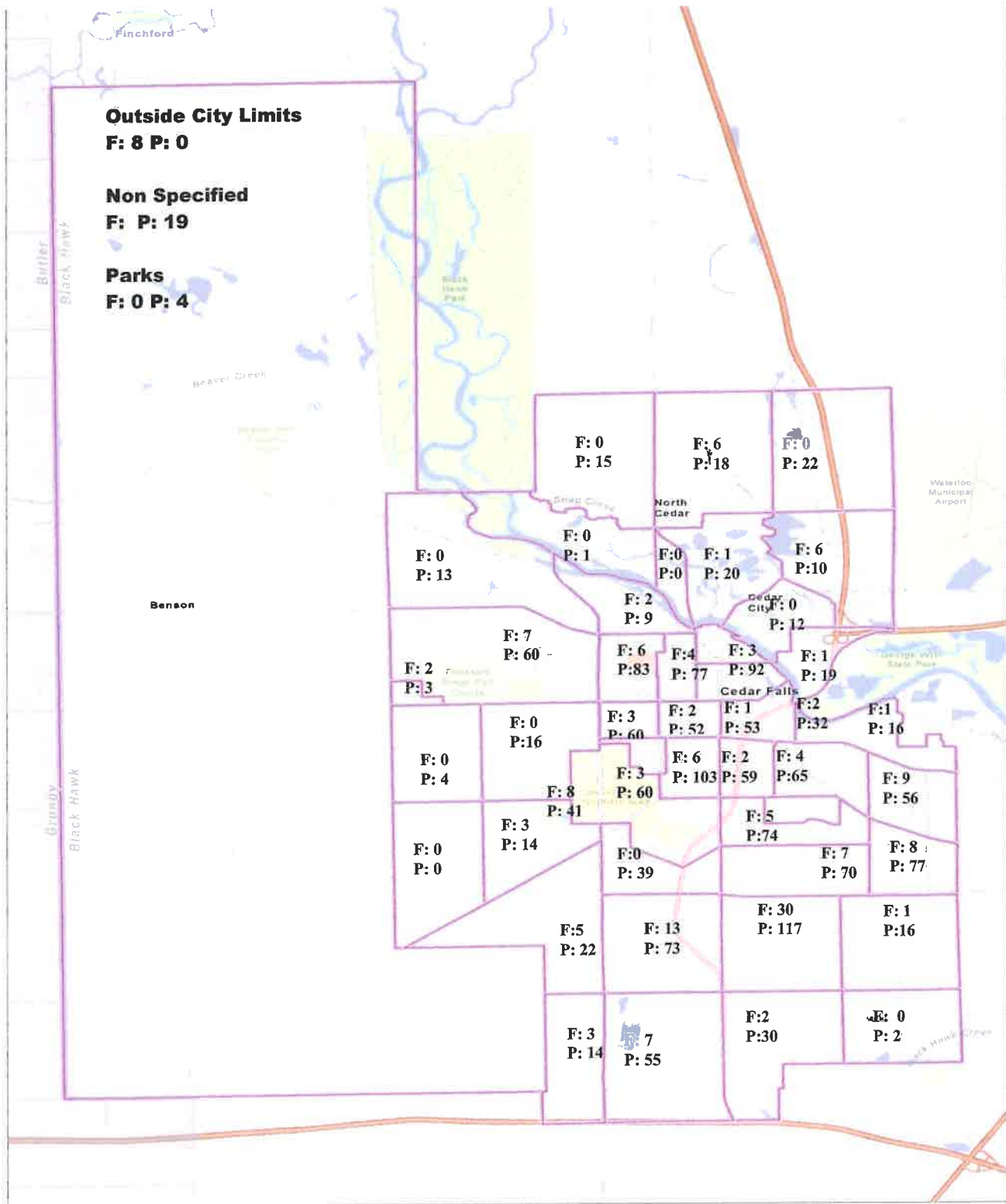
- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 2 and Driver/Operator Pumper certification testing
- February Fire in-service training was Scene Size-up and Recognizing Smoke characteristics
- Four PSO's continued their EMT training at Hawkeye Community College
- Shift level training consisted of:
 - o Vehicle Extraction
 - o Driver Operator
 - o Pumping Procedures
 - o Ice Rescue
 - o Rental Housing inspection
 - o Fire Rescue 1 Academy
 - o Aerial Platform
 - o Confined Space Rescue
 - o General Driver
 - o Fire Extinguisher
 - o Ropes, Knots and Rigging
 - o Tanker Operations
 - o Commercial Inspection

FIRE RESCUE CALLS FOR SERVICE

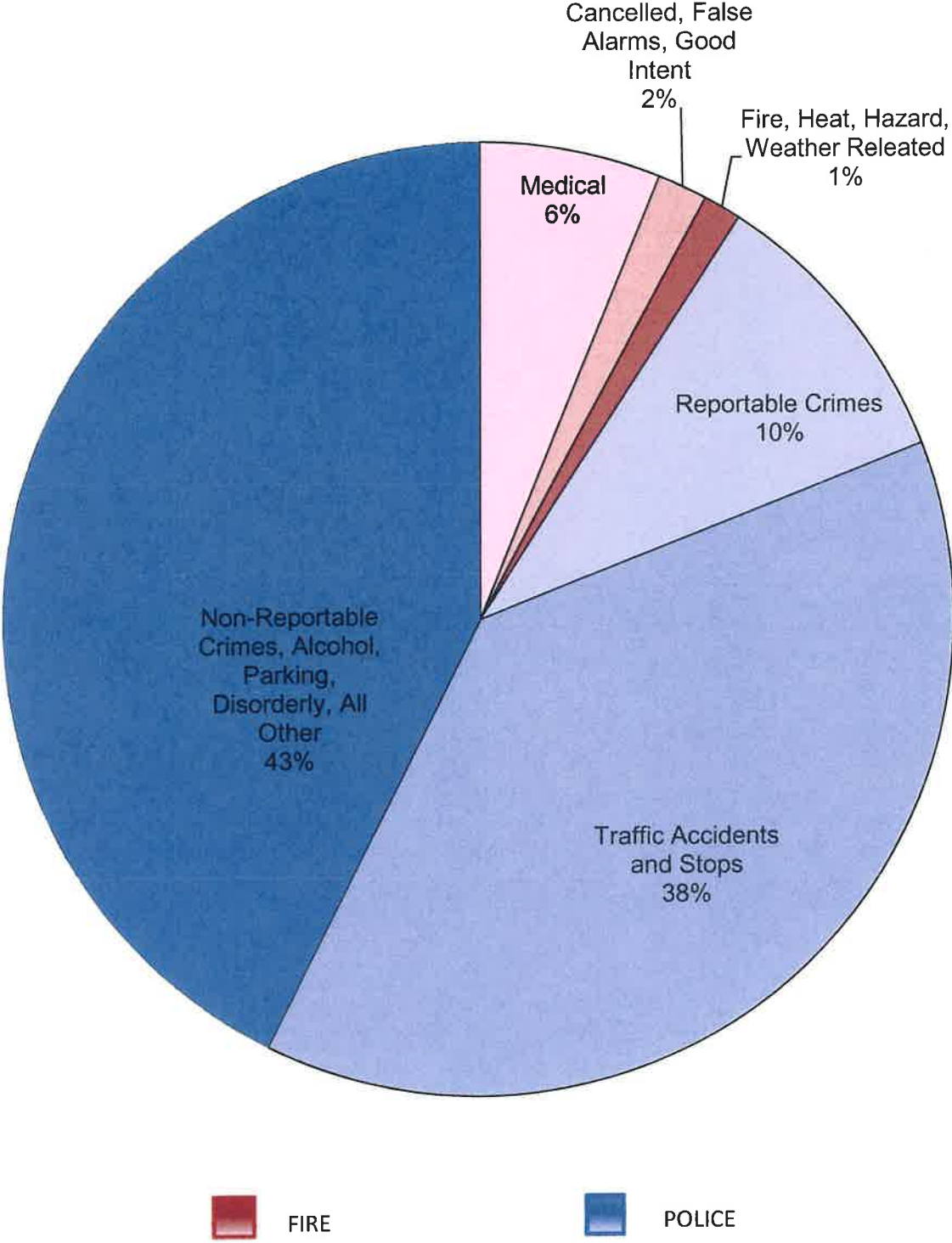
| Type of Incident (Monthly) | Jan '21 | Feb '21 | Mar '21 | Apr '21 | May '21 | Jun '21 | Jul '21 | Aug '21 | Sep '21 | Oct '21 | Nov '21 | Dec '21 |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Medical & Rescue | 124 | 105 | | | | | | | | | | |
| Cancelled, False Alarms, Good Intent | 41 | 29 | | | | | | | | | | |
| Fire, Heat, Hazard, Weather Related & Other | 20 | 22 | | | | | | | | | | |
| Totals | 185 | 156 | | | | | | | | | | |

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

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (February)



Instructions on the reverse side

For period (MM/DD/YYYY) 04 / 15 / 2021 through June 30, 2021

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

Business Information:

Trade Name/DBA Bani's
Physical Location Address 2128 College Street City Cedar Falls ZIP IA 50613
Mailing Address 2128 College St. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-6666

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Sky Inc.
Mailing Address 2128 College Street City Cedar Falls State IA ZIP 50613
Phone Number 319-277-6666 Fax Number _____ Email wahidy786@yahoo.com

Retail Information:

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

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

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

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

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

Name (please print) Rabbbani Wahidy Name (please print) _____
Signature [Signature] Signature _____
Date 03-10-2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
 Craig Berte, Police Chief
Date: March 31, 2021
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
- b) Luxe Nail Bar, 5907 University Avenue, Class C liquor - renewal
- c) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor & outdoor service - renewal.
- d) Prime Mart, 2728 Center Street, Class E liquor – renewal.
- e) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (May 7,14, 21 & 28, 2021)
- f) Bani's, 2128 College Street, Class E liquor - new.



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 Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: March 31, 2021
SUBJECT: Depository Resolution

Attached for your approval is an updated Depository Resolution to increase the limit depository limit for Midwest One Bank. Recently we have been able to invest our monthly investment with them, as fewer institutions are responding to our requests. This increased depository limit will accommodate additional investment opportunity. All other financial institutions will remain unchanged.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director

RESOLUTION NO. _____

**RESOLUTION NAMING OFFICIAL DEPOSITORIES
FOR THE CITY OF CEDAR FALLS, IOWA**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C (2019), 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 said list of financial institutions,

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

| <u>DEPOSITORY NAME</u> | <u>LOCATION OF HOME OFFICE</u> | <u>MAXIMUM UNDER THIS RESOLUTION</u> | <u>MAXIMUM UNDER PRIOR RESOLUTION</u> |
|--------------------------------|--------------------------------|--------------------------------------|---------------------------------------|
| BankIowa | Waterloo | \$30,000,000 | \$30,000,000 |
| Collins Community Credit Union | Cedar Rapids | 40,000,000 | 40,000,000 |
| Community Bank & Trust | Waterloo | 30,000,000 | 30,000,000 |
| Denver Savings Bank | Denver | 4,000,000 | 4,000,000 |
| Farmers State Bank | Waterloo | 40,000,000 | 40,000,000 |
| First Bank | Cedar Falls | 30,000,000 | 30,000,000 |
| First Security State Bank | Evansdale | 3,000,000 | 3,000,000 |
| Dupaco Community Credit Union | Dubuque | 30,000,000 | 30,000,000 |
| Great Western Bank | Sioux Falls, SD | 40,000,000 | 40,000,000 |
| GreenState Credit Union | North Liberty | 30,000,000 | 30,000,000 |
| Lincoln Savings Bank | Reinbeck | 30,000,000 | 30,000,000 |
| MidWestOne Bank | Iowa City | 40,000,000 | 30,000,000 |
| NXT Bank | Central City | 15,000,000 | 15,000,000 |
| Regions Bank | Birmingham, AL | 30,000,000 | 30,000,000 |
| U.S. Bank N.A. | Des Moines | 30,000,000 | 30,000,000 |
| Veridian Credit Union | Waterloo | 30,000,000 | 30,000,000 |
| Wells Fargo Bank | Des Moines | 50,000,000 | 50,000,000 |

ADOPTED this 5th day of April, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, 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

Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: March 29, 2021
SUBJECT: Transfer of Funds for Center Street Recreation Trail Project
City Project No. RC-000-3107

Please find attached a memo for Center Street Recreation Trail Project for the transfer of funds from the 2018 G.O. Bond fund to the Capital Project Fund. After your approval tonight a transfer will be made. This is a new FY2020 requirement by the State of Iowa. This is relative to the close out and final acceptance of the Center Street Recreation Trail Project at the January 19, 2021 Council Meeting.

If you have any questions regarding the above, please call me at 5105.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Matt Tolan, Civil Engineer II


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: Lisa Roeding, CMFO, City Treasurer

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: 3/8/2021

SUBJECT: Center Street Recreational Trail Project
 Funding Final Out
 City Project No. RC-000-3107

The Center Street Recreational Trail Project is completed and has been final accepted by the Iowa Department of Transportation. This project involved the placement of a new PCC trail along the west side of North Cottage Row Road and along the west side of Center Street from North Cottage Row Road to W Lone Tree Road.

Below is a breakdown of the final project costs and funding source. A transfer of funds from the following funding sources to the Capital Projects Fund will be made.

| Funding Source | Attributed Costs |
|-------------------------------------|-------------------------|
| Federal Funding | \$258,551.38 |
| General Obligation Bonds (GO Bonds) | \$266,251.45 |
| Total: | \$524,802.83 |

If you have any questions or concerns, please let us know.

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



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 Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: March 29, 2021
SUBJECT: Transfer of Funds for Greenhill Road Extension Project
City Project No. RC-000-1824

Please find attached a memo for Greenhill Road Extension Project for the transfer of funds from the Street Repair Fund (LOST Fund) to the 2012 G.O. Bond Fund. After your approval tonight a transfer will be made. This is a new FY2020 requirement by the State of Iowa. This is relative to the close out and final acceptance of the Greenhill Road Extension Project in which the final retainage was just released in September 2020 to Peterson Contractors, Inc.

If you have any questions regarding the above, please call me at 5105.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Matt Tolan, Civil Engineer II



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: Lisa Roeding, CMFO, City Treasurer

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: 3/8/2021

SUBJECT: Greenhill Road Extension
 Funding Final Out
 City Project No. RC-000-1824

The Greenhill Road Extension Project is completed and has been final accepted by the Iowa Department of Transportation. This project involved the extension of Greenhill Road from where it ended west of Hudson Road to W. 27th Street. The project also included the installation of a 10 foot shared use path, new additional turning lanes at W. 27th Street, and also additional reconstruction on University Avenue.

Below is a breakdown of the final project costs and funding sources. A transfer of funds from the following funding sources to the 2012 G.O. Bond Fund will be made.

| Funding Source | Attributed Costs |
|-------------------------------------|------------------|
| Federal Funding | \$2,911,243.00 |
| Cedar Falls Utilities (CFU) | \$182,809.50 |
| General Obligation Bonds (GO Bonds) | \$1,800,000.00 |
| Local Sales Tax (LST) | \$623,658.53 |
| Total: | \$5,517,711.03 |

If you have any questions or concerns, please let us know.

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

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
 Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: October 19, 2020
SUBJECT: Property Assessments

Attached is paperwork regarding two (2) properties that had their overgrowth cleared by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

| | | |
|--------------------------------|--------------|---|
| Kendall Tack | | |
| 14119 130 th Street | \$1746.29 | August 2020 |
| Wellsburg, IA 50680 | <u>26.19</u> | 2020 (fees) |
| | \$1772.48 | Total owed |
| | | Property address: 710 W. 13 th St., CF |
| | | Parcel # 8914-13-104-007 |

| | | |
|--------------------------------|--------------|---------------------------------------|
| Kendall Tack | | |
| 14119 130 th Street | \$1366.29 | August 2020 |
| Wellsburg, IA 50680 | <u>20.49</u> | 2020 (fees) |
| | \$1386.78 | Total owed |
| | | Property address: 1303 Walnut St., CF |
| | | Parcel # 8914-13-104-008 |

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

LLOYD A. OR WILMA G. HODGE

| | |
|--------------------------------|--|
| TO THE ABOVE-NAMED PERSON(S): | Lloyd A. or Wilma G. Hodge c/o Kendall Tack |
| PROPERTY DESCRIPTION: | 710 West 13 th Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-104-007 |
| LEGAL DESCRIPTION OF PROPERTY: | Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa. |

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 710 West 13th Street pursuant to City of Cedar Falls Ordinance Section 17-246 and 17-247. This matter is currently set on the Cedar Falls City Council agenda for **April 5, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsens, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION FROM THE PROPERTY LOCATED AT 710 WEST 13TH STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-104-007

WHEREAS, it was determined that the property located at 710 West 13th Street, being legally described as Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-007, was in violation of City of Cedar Falls Ordinance Section 17-246 and 17-247 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 710 West 13th Street (Parcel ID 8914-13-104-007) to be mowed and cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation from the above-described property, in the amount of \$1,772.48, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-007

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

PASSED AND ADOPTED this 5th day of April, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 1, 2020

Kendall Tack
14119 130th Street
Wellsburg, IA 50680

Dear Kendall Tack,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-overgrowth clearing at 710 W. 13th Street, Cedar Falls on 8/6/20 for \$1746.29, as well as late fees of \$26.19 for a total amount due of \$1772.48. **If no payment is received by October 15, 2020 we will put a lien on your property.**

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

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig", is written over the printed name and title.

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 19.

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

(319) 273-8600

TO: KENDALL TACK
14119 130TH STREET
WELLSBURG, IA 50680

INVOICE NO: 36857
DATE: 8/13/20

CUSTOMER NO: 5435/5435

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|---|------------|----------------|
| 1.00 | CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 710 W. 13TH STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT | 1,746.29 | 1,746.29 |
| | | | \$1,710.00 |
| | | | \$36.29 |
| 1.00 | CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 1303 WALNUT STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT | 1,366.29 | 1,366.29 |
| | | | \$1,330.00 |
| | | | \$36.29 |

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

TOTAL DUE: \$3,112.58

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/13/20 DUE DATE: 9/14/20
CUSTOMER NO: 5435/5435

NAME: TACK, KENDALL
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36857
TERMS: NET 30 DAYS

AMOUNT: \$3,112



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/29/2020 Case # 20-0377-GRSS
PROPERTY RESIDENT: Occupant
PROPERTY ADDRESS: 710 W 13th St
Cedar Falls Iowa 50613
Property Owner Name: Kendall Tack
Property Owner Address: 14119 130th St
Wellsburg, IA 50680

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

SECORS ADDITION LOT 16 & N 1/2 OF THAT PORTION OF ALLEY LYIN

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 8/5/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

All volunteer bushes, trees and weeds, must be removed from the property.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 8/5/2020

Citation Points Abatement Action Pointed Assessed

"OUR CITIZENS ARE OUR BUSINESS"

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Greg Rekwart", with a long, sweeping underline.

Officer Greg Rekwart
Code Enforcement Officer

Professional Lawn Care, LLC

Dennis Lickteig
P.O. Box 1942
Waterloo, Iowa 50704
Phone (319) 233-3942
Prolawn@mchsi.com



Item 19.

Snow Removal
Salt & Sand
Parking Lots
Hauling Snow
Irrigation Repair

City of Cedar Falls Dept. of Public Works
2200 Technology Parkway
Cedar Falls, IA 50613
319-273-8629

Garden Tilling
Power Raking
Hedge Trimming
Tree Pruning
Weed Mowing
Lawn Mowing
Garden Plowing
Fall Clean up
Vacuum Leaf Raking

Date

Invoice Number 16296

| | | |
|---------------------|--|-----------------------|
| 0/5/2020 | Code Enforcement mowing at 1st wood lot 35 acres 21 hours at \$95.00 per hour | \$1,995.00 |
| 5/0/2020 | Pin 89141022609 ME ASSOCIATES | |
| 8/6/2020 | Code Enforcement mowing and clearing over growth 1303 Walnut 14 Hours at \$95.00 per hour | \$1,330.00 |
| 8/6/2020 | Code Enforcement mowing and clearing over growth at 710 13th st 18 Hours at \$95.00 | \$1,710.00 |
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| | | |

Thank You, We appreciate your Business

| | |
|----------------|-------------------|
| Sum of Charges | \$5,035.00 |
| Tax | \$0.00 |
| Total | \$5,035.00 |

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)











BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

| | | | | |
|---|-------------------------------|--|--|-------------------------------|
| Parcel ID 8914-13-104-007 | | Deed Holder HODGE, LLOYD A HODGE, WILMA G | Tax Mail to Address TACK, KENDALL 14119 130TH ST WELLSBURG, IA 50680 | |
| PDF No. 9 | Map Area SCDRFLS-12 | Contract Buyer | | |
| Property Address 710 W 13TH ST CEDAR FALLS, IA 50613 | | | Current Recorded Transfer | |
| | | | Date Drawn 3/31/1959 | Date Filed 4/3/1959 |
| | | | Recorded Document DEED 394309 | Type D |

| | | | | | |
|--------------|--|--------------------------|--------------------------|-------------------------|---------------------------|
| SALES | | BUILDING PERMIT | | | |
| None | | Date 3/16/2000 | Number CF 0954 | Amount 70,000 | Reason Addition |

ASSESSED VALUES/CREDITS

| | | | | | | |
|--|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|-------------------|
| Year 2020 Values- Taxable Value does not include Rollback at this time and will be applied in November | | | | | | Class R |
| 100% Value | Land 21,020 | Dwelling 222,630 | Building 0 | Total 243,650 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 21,020 | Dwelling 222,630 | Building 0 | Total 243,650 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|-------------------|
| Year 2019 | | | | | | Class R |
| 100% Value | Land 21,020 | Dwelling 222,630 | Building 0 | Total 243,650 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,577 | Dwelling 122,612 | Building 0 | Total 134,189 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|-------------------|
| Year 2018 | | | | | | Class R |
| 100% Value | Land 21,020 | Dwelling 216,970 | Building 0 | Total 237,990 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,964 | Dwelling 123,495 | Building 0 | Total 135,459 | | |

| | | | | | | |
|----------------------|------------------------------|-----------------------------------|----------------------------|---------------------------|-------------------|-------------------|
| Year 2017 | | | | | | Class R |
| 100% Value | Land 21,020 | Dwelling 216,970 | Building 0 | Total 237,990 | Acres 0 | |
| Credits | Homestead Credit Y | Property Tax Relief Credit | Agricultural Credit | Family Farm Credit | | |
| Taxable Value | Land 11,692 | Dwelling 120,681 | Building 0 | Total 132,373 | | |

Item 19.

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS

| | Gross Value | Taxable Value | Levy Rate | Gross Tax | Net Tax |
|---------------|------------------|----------------------------|-----------|--------------------|------------------------------|
| Corp | 243,650 | 134,189 | 33.14094 | \$4,447.15 | \$4,286.00 |
| Nocorp | 0 | 0 | 24.71061 | \$0.00 | |
| | Homestead Credit | Property Tax Relief Credit | Ag Credit | Family Farm Credit | Business Property Tax Credit |
| Corp | \$160.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Nocorp | | | \$0.00 | | |

ABBREVIATED LEGAL

SECORS ADDITION LOT 16 & N 1/2 OF THAT PORTION OF ALLEY LYIN G S & ADJ LOT 16

LAND

| Basis | Front | Rear | Side 1 | Side 2 | Lot | Area | Acres |
|-------------------|-------|------|--------|--------|-----|-------------|------------|
| Front Foot | 66 | 66 | 132 | 132 | 0 | 8712 | 0.2 |
| Totals: | | | | | | 8712 | 0.2 |

DWELLING CHARACTERISTICS

| | | | | | | | | |
|--------------------------------|-----------------------------------|-------------------------------|-------------|--------------------------|-------------------------|-----------------------|-----------|--------------|
| Type | | Style | | Total Living Area | | | | |
| Single-Family / Owner Occupied | | 1 1/2 Story Frame | | 4057 | | | | |
| Year Built | Area | Heat | AC | Attic | | | | |
| 1959 | 1040 | Yes | Yes | None | | | | |
| Total Rooms Above | | Total Rooms Below | | Bedrooms Above | | Bedrooms Below | | |
| 5 | | 0 | | 3 | | 0 | | |
| Basement | | Basement Finished Area | | No Basement Floor | | | | |
| Full | | 0 | | 0 | | | | |
| Foundation | | | | Flooring | | | | |
| C Blk | | | | Carp | | | | |
| Exterior Walls | | | | Interior Finish | | | | |
| Composite Siding | | | | Plas | | | | |
| Roof | | | | | | | | |
| Asph / Gable | | | | | | | | |
| Non-Base Heating | Floor/Wall | Pipeless | | Handfired | | Space Heaters | | |
| 0 | 0 | | | | | | | |
| Additions | Year Built | Style | Area | Basement (SF) | No Basement (SF) | Heat | AC | Attic |
| | 2000 | 2 Story Frame | 1060 | 1060 | 0 | Yes | Yes | 0 |
| Plumbing | 1 Full Bath 1 Mtl Stall Shower | | | | | | | |

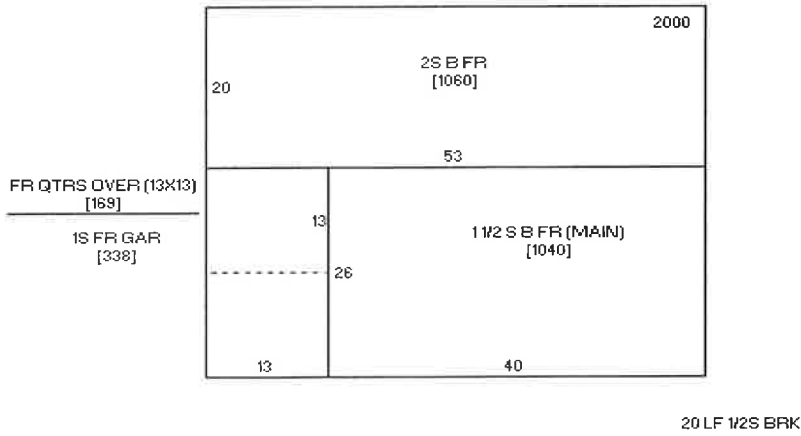
GARAGES

BASEMENT STALLS

| Year Built | Style | Width | Length | Area | Basement | Qtrs Over | Area | AC | None |
|------------|-----------|-------|--------|------|----------|-----------|------|-----|------|
| 1959 | Att Frame | 0 | 0 | 338 | 0 | Frame | 169 | 169 | |
| 1970 | Det Frame | 26 | 14 | 364 | 0 | None | 0 | 0 | |

Entry Status: Inspected

Item 19.



Date Website Last Updated: 10/16/2020

















DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: October 19, 2020
SUBJECT: Property Assessments

Attached is paperwork regarding two (2) properties that had their overgrowth cleared by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Kendall Tack
14119 130th Street
Wellsburg, IA 50680

\$1746.29 August 2020
26.19 2020 (fees)
\$1772.48 Total owed

Property address: 710 W. 13th St., CF
Parcel # 8914-13-104-007

* Kendall Tack
14119 130th Street
Wellsburg, IA 50680

\$1366.29 August 2020
20.49 2020 (fees)
\$1386.78 Total owed

Property address: 1303 Walnut St., CF
Parcel # 8914-13-104-008

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

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

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

LLOYD A. OR WILMA G. HODGE

| | |
|--------------------------------|---|
| TO THE ABOVE-NAMED PERSON(S): | Lloyd A. or Wilma G. Hodge c/o Kendall Tack |
| PROPERTY DESCRIPTION: | 1303 Walnut Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-104-008 |
| LEGAL DESCRIPTION OF PROPERTY: | Pacific Addition, Lot 180, Exc. S 40.3 Ft, Cedar Falls, Black Hawk County, Iowa. |

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 1303 Walnut Street pursuant to City of Cedar Falls Ordinance Section 17-246 and 17-247. This matter is currently set on the Cedar Falls City Council agenda for **April 5, 2021**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION FROM THE PROPERTY LOCATED AT 1303 WALNUT STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-104-008

WHEREAS, it was determined that the property located at 1303 Walnut Street, being legally described as Pacific Addition, Lot 180, Exc. S 40.3 Ft., Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-008, was in violation of City of Cedar Falls Ordinance Section 17-246 and 17-247 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1303 Walnut Street (Parcel ID 8914-13-104-008) to be mowed and cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation from the above-described property, in the amount of \$1,386.78, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Pacific Addition, Lot 180, Exc. S 40.3 Ft., Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-008

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

PASSED AND ADOPTED this 5th day of April, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 1, 2020

Kendall Tack
14119 130th Street
Wellsburg, IA 50680

Dear Kendall Tack,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-overgrowth clearing at 1303 Walnut Street, Cedar Falls on 8/6/20 for \$1366.29, as well as late fees of \$20.49 for a total amount due of \$1386.78. **If no payment is received by October 15, 2020 we will put a lien on your property.**

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

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Kudwig".

Andrea Kudwig
Financial Clerk

Enclosure

INVOICE

Item 20.

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

(319) 273-8600

TO: KENDALL TACK
14119 130TH STREET
WELLSBURG, IA 50680

INVOICE NO: 36857
DATE: 8/13/20

CUSTOMER NO: 5435/5435

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|--|------------|----------------|
| 1.00 | CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 710 W. 13TH STREET, CEDAR FALLS | 1,746.29 | 1,746.29 |
| | PROFESSIONAL LAWN CARE INV.#16296 | | \$1,710.00 |
| | CODE ENFORCEMENT | | \$36.29 |
| 1.00 | CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 1303 WALNUT STREET, CEDAR FALLS | 1,366.29 | 1,366.29 |
| | PROFESSIONAL LAWN CARE INV.#16296 | | \$1,330.00 |
| | CODE ENFORCEMENT | | \$36.29 |

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

TOTAL DUE: \$3,112.58

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/13/20 DUE DATE: 9/14/20
CUSTOMER NO: 5435/5435

NAME: TACK, KENDALL
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 36857
TERMS: NET 30 DAYS

AMOUNT: \$3,112.58



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/29/2020 Case # 20-0376-GRSS
PROPERTY RESIDENT: occupant
PROPERTY ADDRESS: 1303 Walnut St
Cedar falls Iowa 50613
Property Owner Name: Kendall Tack
Property Owner Address: 14119 130th St
Wellsburg, IA 50680

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

PACIFIC ADDITION LOT 180 EXC S 40.3 FT

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 8/5/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Volunteer growth of bushes and trees and weeds need to be cleaned from the property.

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

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 8/5/2020

Citation Points Abatement Action Pointed Assessed

"OUR CITIZENS ARE OUR BUSINESS"

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Greg Rekwart", with a long, sweeping underline.

Officer Greg Rekwart
Code Enforcement Officer

Professional Lawn Care, LLC

Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Item 20.



Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 16296

| | | |
|-----------------------|--|-----------------------|
| 8/5/2020 | Code Enforcement mowing at 1st wood lot 25 acres 21 hours at \$95.00 per hour | \$1,995.00 |
| 8/6/2020 | Em 89141022619 - IML ASSOCIATES | |
| 8/6/2020 | Code Enforcement mowing and clearing over growth 1303 Walnut 14 Hours at \$95.00 per hour | \$1,330.00 |
| 8/6/2020 | Code Enforcement mowing and clearing over growth at 710 13th at 18 Hours at \$95.00 | \$1,710.00 |
| | | |
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| | | |
| | | |
| | | |
| | | |
| Sum of Charges | | \$5,035.00 |
| Tax | | \$0.00 |
| Total | | \$5,035.00 |

Thank You, We appreciate your Business

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)















BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

| | | | | | |
|--|-------------------------------|--|--|-------------------------------|--|
| Parcel ID 8914-13-104-008 | | Deed Holder HODGE, LLOYD A HODGE, WILMA G | Tax Mail to Address TACK, KENDALL 14119 130TH ST WELLSBURG, IA 50680 | | |
| PDF No. 9 | Map Area SCDRFLS-12 | Contract Buyer | | | |
| Property Address 1303 WALNUT ST CEDAR FALLS, IA 50613 | | | Current Recorded Transfer | | |
| | | | Date Drawn 7/31/1981 | Date Filed 8/6/1981 | Recorded Document CLD 560661 |
| | | | Type D | | |

| SALES | | | BUILDING PERMIT | | |
|----------|--------|---|-----------------|--|--|
| Date | Amount | NUTC / Type | None | | |
| 8/6/1981 | 35,000 | TRANSFER TO/BY ESTATE - PRIOR 09 / Deed | | | |

ASSESSED VALUES/CREDITS

| | | | | | | |
|--|-------------|-----------------|-----------------|--------------|--------------|-------------------|
| Year 2020 Values- Taxable Value does not include Rollback at this time and will be applied in November | | | | | | Class R |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 20,180 | 90,210 | 0 | 110,390 | 0 | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 20,180 | 90,210 | 0 | 110,390 | | |

| | | | | | | |
|----------------------|-------------|-----------------|-----------------|--------------|--------------|-------------------|
| Year 2019 | | | | | | Class R |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 20,180 | 90,210 | 0 | 110,390 | 0 | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,114 | 49,683 | 0 | 60,797 | | |

| | | | | | | |
|----------------------|-------------|-----------------|-----------------|--------------|--------------|-------------------|
| Year 2018 | | | | | | Class R |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 20,180 | 87,920 | 0 | 108,100 | 0 | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,486 | 50,042 | 0 | 61,528 | | |

| | | | | | | |
|----------------------|-------------|-----------------|-----------------|--------------|--------------|-------------------|
| Year 2017 | | | | | | Class R |
| 100% Value | Land | Dwelling | Building | Total | Acres | |
| | 20,180 | 87,920 | 0 | 108,100 | 0 | |
| Taxable Value | Land | Dwelling | Building | Total | | |
| | 11,224 | 48,902 | 0 | 60,126 | | |

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

| | | | | | |
|--|--------------------|----------------------|------------------|------------------|----------------|
| Tax District 910001 - CEDAR FALLS | | | | | |
| | Gross Value | Taxable Value | Levy Rate | Gross Tax | Net Tax |
| Corp | 110,390 | 60,797 | 33.14094 | \$2,014.87 | \$2,014.00 |
| Nocorp | 0 | 0 | 24.71061 | \$0.00 | |
| Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Credit | | | | | |
| Corp | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Nocorp

\$0.00

Item 20.

ABBREVIATED LEGAL

PACIFIC ADDITION LOT 180 EXC S 40.3 FT

LAND

| Basis | Front | Rear | Side 1 | Side 2 | Lot | Area | Acres |
|----------------|-------|------|--------|--------|-----|-------------|--------------|
| Front Foot | 92 | 92 | 78 | 78 | 0 | 7176 | 0.165 |
| Totals: | | | | | | 7176 | 0.165 |

DWELLING CHARACTERISTICS

| | | | | | |
|--------------------------------|-------------------|-------------------------------|------------------------|--------------------------|--|
| Type | | Style | | Total Living Area | |
| Single-Family / Owner Occupied | | 2 Story Frame | | 1120 | |
| Year Built | Area | Heat | AC | Attic | |
| 1900 | 560 | Yes | No | None | |
| Total Rooms Above | | Total Rooms Below | | Bedrooms Above | |
| 6 | | 0 | | 3 | |
| Basement | | Basement Finished Area | | No Basement Floor | |
| Full | | 0 | | 0 | |
| Foundation | | | Flooring | | |
| Stn | | | Carp / Vinyl | | |
| Exterior Walls | | | Interior Finish | | |
| Vinyl | | | Plas | | |
| Roof | | | | | |
| Asph / Gable | | | | | |
| Non-Base Heating | Floor/Wall | Pipeless | Handfired | Space Heaters | |
| 0 | | | | | |
| Plumbing | 1 Full Bath | | | | |
| | Porch | Style | Area | | |
| | | 1S Frame Enclosed | 112 | | |
| | | 1S Frame Open | 144 | | |

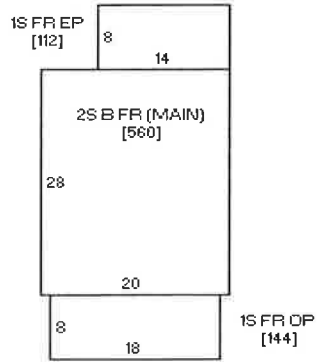
GARAGES

BASEMENT STALLS

| Year Built | Style | Width | Length | Area | Basement | Qtrs Over | Area | AC | None |
|------------|-----------|-------|--------|------|----------|-----------|------|----|------|
| 1950 | Det Frame | 0 | 0 | 252 | 0 | None | 0 | 0 | |

Entry Status: Inspected

Item 20.



Date Website Last Updated: 10/16/2020







DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: March 31, 2021
SUBJECT: New contract with Cities Digital Incorporated

During our Document Management Software implementation we discovered that in order to integrate with our current financial software we would need additional programming. This programming was not included in the original statement of work, therefore, we needed to seek additional resources to implement.

We reached out to two additional companies in addition to a third party working with our current implementation company. We received two quotes back and recommend going with the lowest quote. This requires entering into an agreement with Cities Digital Incorporated, CDI, to help us develop the programming and implement this integration.

CDI has agreed to use our standard goods and service contract as the basis of our relationship. I've waived the insurance requirements for this project based on the cost of the programming which was \$2000. You will find the agreed upon contract attached for your review. The agreement has been reviewed by City Attorney Rogers.

If you have any questions or concerns regarding this contract or purchase, please feel free to contact me at 268-5111.

Attachments: CDI Contract

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between ___CDI_____ ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

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

Insurance requirement waived: Julie Bonnen Manager of Info. Sys. (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

_____ CDI will produce working code that will be a Custom integration connectivity to push data from AS400 to _metadata fields within Laserfiche. This contract will be for Development Service Hours that is estimated to be 8 hours at a cost of \$250.00 per hour for a total of \$2000.00. _____ This is detailed in the Statement of work provided in Appendix A. The Invoice will be for actual time spent, regardless of estimated time.

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: Julie Sorensen _____
Title: Manager of Information Systems _____
Address: 220 Clay Street _____
 _____ Cedar Falls, IA 50613 _____
Telephone: _319-273-8600 _____
Email: _julie.sorensen@cedarfalls.com _____

Contractor: _____
 Patrick Welsch
Name: _____
Title: _____ President _____
Address: 2000 o'neil Rd., Suite 150 _____
 _____ Hudson, WI 54016 _____
Telephone: _____ 651-714-2800 _____
Email: _____ Patrick@citiesdigital.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 Signer) _____
By: Patrick Welsch _____
 B1049741FF5544C...
Its: President _____

Date: 3/31/2021 _____

CITY OF CEDAR FALLS, IOWA

Item 21.

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Appendix A – Statement of Work



Statement of Work

Client: City of Cedar Falls, IA

Project: Development Services

Main Contact: Julie Sorensen

julie.sorensen@cedarfalls.com

(319) 273-8600

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PRICE & PAYMENT..... **Error! Bookmark not defined.**

ACCEPTANCE & AUTHORIZATION..... **Error! Bookmark not defined.**

PROJECT SCHEDULE

| Estimated Finish | Deliverable Name |
|------------------|---------------------------|
| 05/07/2021 | Project Management |
| 05/07/2021 | AS/400 Custom Integration |

PROJECT COST ESTIMATE

Time spent is billed per employee, per hour.

| Task | Time estimated |
|------------------------------|----------------|
| Requirements & Documentation | 0 |
| Installation | 0 |
| Project Management | 1 |
| Configuration | 0 |
| *Custom Integration | 8 |
| **TOTAL HOURS | 9 |

* Development services not covered by a flat-fee are billed at a rate of \$250/hr. Estimates shown for these services are prorated at the client's non-development hourly rate of \$160/hr.

**If a client has an active Professional Services Package, billable time will be consumed from it. Otherwise, all time will be billed at a rate of \$160/hr. for consulting services and \$250/hr. for Development services.

PROJECT BACKGROUND

The City of Cedar Falls uses a terminal emulator to input and access AP Transactions stored in their AS/400 system. A VBScript has been developed to “scrape” the sections of the screen identified for use in Laserfiche metadata fields. A custom integration is needed to apply this collected information from the selected record to selected document(s) in Laserfiche.

PROJECT GOALS

1. Allow staff to easily apply information from the selected AP transaction in their AS/400 system to scanned document(s) in Laserfiche.

PROJECT DELIVERABLES

Project Management

An assigned project manager from CDI will coordinate efforts on the CDI & the City of Cedar Falls side for efficient communications.

Deliverable Requirements

Project Manger will deliver a project plan and provide regular project updates and testing results.

Work Category: Project Management

Billing Type: Billable

Estimated Time: 1.00 hours

Estimated Finish: 05/07/2021

AS/400 Custom Integration

Build custom integration to apply data collected via VBScript to specified Laserfiche metadata fields on selected document(s).

Deliverable Requirements

Transaction data is successfully applied.

Work Category: Development

Billing Type: Billable

Estimated Time: 8.00 hours

Estimated Finish: 05/07/2021

Item 21.

PROJECT EXCLUSIONS

1. CDI will not create additional VBScripts
2. Installation on workstations will be performed by City of Cedar Falls
3. This proposal does not include any Laserfiche licensing.

PROJECT ASSUMPTIONS

1. CDI assumes that communications will be responded to in a timely fashion by all parties.
2. CDI assumes that hardware and system architecture required for installation will be ready and available at the start of the project.
3. CDI assumes that sample documents, flow charts, process information and the like, will be provided by the client during the planning phase of the project.
4. CDI assumes that any data cleanup, pertaining to conversions, or migrations, will be performed by the client.
5. CDI will have access to a test environment
6. CDI will coordinate and conduct all efforts needed to complete this project with the exception of City of Cedar Falls IT staff who will enable access rights or provide requirements such as an IP address or access to a server.

PROJECT CONTACTS

Client Team

| Name | Title | Project Role | Contact Info. |
|----------------|--------------------------------|---------------------|---|
| Julie Sorensen | Information Systems Manager | Main Contact | julie.sorensen@cedarfalls.com (319) 273-8600 |

CDI Team

| Name | Title | Project Role | Contact Info. |
|--------------|--------------------------|---------------------|---|
| Laura Froyum | Account Executive | Account Manager | Laura@citiesdigital.com 651-714-2800 ext. 109 |
| Andrew Drain | Sr. Software Engineer | Developer | Andrew.Drain@citiesdigital.com 855-714-2800 ext. 113 |



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director
DATE: March 30, 2021
SUBJECT: Surface Transportation Block Grant Programming Agreement
 Main Street Reconstruction

Anticipating the future reconstruction of Main Street from W. 6th Street to Seerley Boulevard, Staff has actively sought grants to support the project. One of those is Surface Transportation Block Grant (STBG) funds, we are eligible to request through our local metropolitan planning organization: INRCOG. The City has received two STBG grants. The attached agreement would formally accept the second grant of \$1,400,000 that was requested and awarded in 2020. The agreement identifies the total STBG funds from both grants of \$2,900,000 and a local match of \$5,400,000. The estimated cost for the Main Street project is \$8,300,000. This project is #125 in the FY 21-26 Capital Improvements Program Funding for the project is also anticipated through the Street Construction Fund, Local Option Sales Tax, and General Obligation Bonds.

Staff asks that the City Council state their support to accept the total STBG funding of \$2,900,000 and authorize the Mayor to execute the Surface Transportation Block Grant Programming Agreement.

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

Attachments: Surface Transportation Block Grant Programming Agreement

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

Black Hawk County Metropolitan Planning Organization (MPO)

Surface Transportation Block Grant (STBG) Programming Agreement

BETWEEN: Black Hawk County Metropolitan Planning Organization
229 E. Park Ave.
Waterloo, IA 50703
(hereinafter "MPO")

AND: City of Cedar Falls
220 Clay St
Cedar Falls IA 50613
(hereinafter "RECIPIENT")

Recipient Contact Person: Stephanie Houk Sheetz Phone: (319) 273-8600
Title: Community Development Director Email: Stephanie.Sheetz@cedarfalls.com

Upon acceptance of this funding, the RECIPIENT agrees to the following conditions:

- 1. CONTRACT PROJECT: As approved by the MPO Policy Board, the project includes:

Main St

Program Year: 2023, 2024

See **Attachment A** for a detailed project description and project location map. The project description and map must accurately describe the project location.

- 2. CONTRACT AWARD AMOUNT:

STBG Funds: \$2,900,000.00

Local Match: \$5,400,000.00

Total Project Cost: \$8,300,000.00

- 3. GENERAL PROVISIONS:

The RECIPIENT shall receive STBG funds for authorized and approved project costs of eligible items. STBG funds are to be used exclusively for the purposes specified in Section 1, which may represent all or any part of the project(s) specified in the grant application. Any portion of the funds not used for the purpose(s) specified in the STBG Grant Application shall be forfeited by the RECIPIENT. The MPO may request the RECIPIENT to provide information to determine that the funding distribution satisfies the written criteria and procedures of

the Iowa Department of Transportation and the MPO as well as any statutes or rules governing such distribution.

The RECIPIENT shall contact MPO staff if the project specified in Section 1 requires revision including, but not limited to, project cost, schedule, funding sources, project termini, and project description. Depending on the type of revision, public review and comment and MPO Policy Board approval may be required.

The portion of the eligible project costs covered by STBG funds shall be limited to a maximum of either the appropriate percentage of eligible costs or the amount stipulated in the approved current Statewide Transportation Improvement Program (STIP), whichever is less.

The RECIPIENT is not authorized to expend STBG funds until the project has been authorized by the Federal Highway Administration (FHWA). Expenditures incurred prior to FHWA authorization will be ineligible for reimbursement.

The RECIPIENT shall abide by MPO and Iowa Department of Transportation rules and regulations. The RECIPIENT shall follow all guidelines outlined in the Federal-aid Project Development Guide (reference www.iowadot.gov/local_systems/publications/im/guide.pdf). The Iowa Department of Transportation contact will be Christy VanBuskirk at the Iowa DOT Office of Local Systems.

All grant RECIPIENTS awarded STBG funds shall upon request provide status updates about the project specified in Section 1.

4. SPECIAL CONDITIONS:

The Letter of Award, which accompanies this agreement, may detail specific conditions pertinent to the individual award or RECIPIENT and shall become part of this agreement upon acceptance of this agreement.

Accepted on Behalf of the City of Cedar Falls

Date: _____

Rob Green
Mayor, City of Cedar Falls

ATTEST:


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: March 31, 2021
SUBJECT: Amendment #3 River Place Properties, LC Development Agreement

In July 2012, the City of Cedar Falls and River Place Properties, LC entered into an Agreement for Private Development pertaining to a mixed use development along State Street (200-300 blocks), E 2nd St., and the property formerly known as the Broom Factory site. The agreement was similar to many of the City's Development Agreements, being performance based. It was dissimilar in that it provided an opportunity for up to 15 years and \$15,000,000 in rebates. All other downtown agreements have been limited to five years. It is important to note the scope and complexity of this project, which was conveyed in the Master Plan .

In early 2016, the Development Agreement was amended (DA#1) to extend the deadline for the proposed development on the former Broom Factory site to December 31, 2018 (the original agreement anticipated completion in 2015) and also addressed construction easements needed by the City for the Downtown Levee Improvement Project. In May 2018, a second amendment (DA#2) was completed to state the timeline for completion of the Plaza, accept an updated Master Plan (with MU2 and the Plaza), estimate the Plaza/levee developer payment and timeline for payment, extend the hotel construction deadline from 12/31/18 to 6/1/19, and extend a temporary construction easement for the levee through 10/1/18.

A third amendment is proposed to request an extension to the deadline for incentives from 2027 to 2037, a ten year extension. It reduces the total financial incentive from the original agreement's \$15,000,000 to \$10,000,000. Several other elements of the proposed third amendment are extending the deadline to complete the Plaza bathrooms to 10/1/21, providing a full and unconditional public access easement across the Plaza parcel (Lot 3 of River Place Third Addition), donating a full and unconditional public access easement along the sidewalks of 200 and 300 State Street (or transferring this property to the City as right of way), establishing a capital maintenance fund for the Plaza with \$50,000 deposited annually from January 1 2022-2037 (totaling \$800,000), completing several final details of public signage by 5/15/21, making the agreed upon

payment (stated in DA#2) on the Plaza/levee construction (\$165,455.35), completing decorative lighting on State Street (streetscape and lighting elements were in the original agreement), covering the brick paver upgrade costs (\$88,930) within this rebate agreement, and finalizing environmental remediation pursuant to the original agreement.

River Place has been a significant development for the downtown. Since the start of that project, the City has had other redevelopment projects downtown. It has been a catalyst project, which was a goal. Any significant project is going to have changes over time. In researching the history for this project, staff found that the levee project impacted River Place. The levee project's timeline was unknown in 2012. By DA#1, temporary easements were requested from River Place, particularly on the hotel site, from 2016-2018. Due to delays with permitting on the levee project, and then construction delays due to River levels, the City requested two more extensions ultimately spanning into October 2019. The developer worked closely with the City as we worked to complete the levee project. For this reason, Staff would recommend a shorter extension of five years.

The developer proposes a ten year extension. Under previous drafts, this was discussed but included an additional element of a \$250,000 donation to the River project by October 1, 2021. This item is not part of the agreement at this time.

The Community Development Department recommends denying the Third Amendment to the River Place Developmental Agreement as proposed. Please contact me with any questions.

xc: Ron Gaines, PE, City Administrator
Kevin Rogers, City Attorney
Nathan Overberg, Ahlers Law Office
Mark Kittrell, River Place Properties
Om Patel, Hawkeye Hotels

Prepared by and return to: Nathan Overberg, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa 50309, (515) 246-0329

SPACE ABOVE THIS LINE FOR THE RECORDER

**THIRD AMENDMENT TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
THE CITY OF CEDAR FALLS AND RIVER PLACE PROPERTIES LC**

This Third Amendment (“Amendment”) is made as of the ____ day of _____, 2021, to the AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”) dated July 16, 2012, between the CITY OF CEDAR FALLS, IOWA (“City”) and RIVER PLACE PROPERTIES LC (“Developer”). Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement, as previously amended.

WHEREAS, pursuant to Resolution No. 18166 the City previously approved the Agreement, in which the City agreed to make payments of Economic Development Grants, and transfer certain property (the “Mill Race Property” and the “State Street Property” collectively referred to as the “City Property”) to the Developer, who would then cause the construction of various residential, commercial and mixed use buildings and amenities on the City Property and other land acquired by the Developer from third parties (the “RPP Property”), collectively the City Property and RPP Property referred to as the “Development Property”; and

WHEREAS, as contemplated by the Agreement, following transfer of the Mill Race Property by the City to Developer, Developer transferred the Mill Race Parcel, which included the Mill Race Property and the RPP Property, to Western Home Independent Living Services, Inc. (“Western”), to enable the construction of townhomes and condos (the “MRC1 Phase” and “MRC2 Phase” projects) on the Mill Race Parcel, which projects were required under the Agreement to have a minimum assessed value of at least \$5,000,000 as of January 1, 2016; and

WHEREAS, the MRC1 Phase and MRC2 Phase projects have not been initiated and are no longer being pursued by the parties; and

WHEREAS, by Resolution No. 19,851 on February 1, 2016, the City approved an initial amendment to the Agreement (“First Amendment”), which First Amendment had been executed by Developer and Western and pursuant to which the parties agreed that, among other things: (a) Developer and Western would construct a Hotel Facility on the Mill Race Parcel to be completed by December 31, 2018; (b) the minimum assessed value established for the Mill Race Parcel in the Minimum Assessment Agreement would be assessed on January 1, 2019; (c) Western shall grant the city, at no charge, temporary construction easements on the Mill Race Parcel to allow for construction of a levee project described in Section 7.9 of the Agreement; and (d) Western shall transfer Parcel H to the City, at no cost to the City; and

WHEREAS, following the execution of the First Amendment, Western transferred the Mill Race Parcel to Broomstick Lodging, LLC (“Owner”), which Owner expressly assumed Western’s obligations under the Agreement, as previously amended; and

WHEREAS, by Resolution No. 21,128 on May 21, 2018 the City approved a second amendment to the Agreement (“Second Amendment”) whereby the City, Developer, and Owner agreed, among other things, to (a) update the list of Phases and Amenities contemplated under the Agreement; (b) provide additional terms with respect to the construction of the River Place Plaza as an Amenity under the Agreement; (c) update the terms of a License Agreement related to Parking Amenities constructed under the Agreement; (d) clarify obligations related to the construction of a public alley; (e) provide for additional easements to be provided to the City by Developer; and (f) update the completion date and assessment date for the Hotel Facility on the Mill Race Parcel and extend the length of the temporary construction easement on said parcel; and

WHEREAS, the City, Developer, and Owner wish to amend the Agreement a third time to, among other things, (a) update Developer’s outstanding obligations under the Agreement, as amended; (b) identify additional obligations related to the River Place Plaza Amenity; (c) establish Developer’s obligations related to the operation of the River Place Plaza Amenity; and (d) amend the duration of the Economic Development Grant payment schedule conditioned upon Developer satisfying the terms of this Amendment.

NOW, THEREFORE, it is agreed by the parties:

1. UPDATE TO OUTSTANDING DEVELOPER OBLIGATIONS UNDER THE AGREEMENT, AS PREVIOUSLY AMENDED.

a. As a condition precedent to the City’s performance under Section 4 of this Amendment, Developer shall complete the following obligations previously set forth in the Agreement, as previously amended, but not yet completed:

i. On or before October 1, 2021, Developer shall complete the construction of the restrooms adjacent to the River Place Plaza Amenity on Parcel “O” of River Place 3rd Addition Lot 4 Minor Plat, as depicted in Exhibit 5 (hereinafter “River Place Restrooms”).

ii. On or before May 15, 2021, Developer shall complete the installation of a stop sign on northbound State Street at the intersection of East 2nd Street.

iii. On or before May 15, 2021, Developer shall complete the installation of signs for two parking stalls on State Street, immediately south of the River Place Plaza Amenity.

iv. On or before October 1, 2021, Developer shall complete any remaining improvements or landscaping for the River Place Plaza Amenity consistent with the Site Plans attached hereto as Exhibit 1.

v. On or before July 1, 2021, Developer shall make full payment on the invoice attached here as Exhibit 6.

vi. On or before July 1, 2021, Developer shall pay Cedar Falls Utilities for one single head and three double head decorative lights (which were previously ordered) and cause the installation of said lights in the 200 and 300 blocks of State Street by no later than November 1, 2021.

vii. On or before December 1, 2021, Developer shall submit required items to Iowa DNR to obtain a No Further Action Letter for the LRP Property, as defined in the Agreement.

b. Except as expressly stated in this Section 1, nothing in this Amendment shall be deemed to alter any obligation of Developer or Owner as set forth in the Agreement, as previously amended.

2. ADDITIONAL DEVELOPER OBLIGATIONS.

a. Brick Pavers. Developer hereby acknowledges that it has completed, at its sole cost, the construction of a brick paver upgrade on the public sidewalk in front of the River Place Plaza Amenity as depicted in Exhibit 7, and Developer shall not seek reimbursement from the City for said costs nor shall Developer receive reimbursement for such expense from the City except through the Economic Development Grants to the extent provided for in the Agreement, as amended.

3. OPERATION OF RIVER PLACE PLAZA

a. Ownership of River Place Plaza. That portion of the River Place Plaza Amenity located on Lot 3, River Place 3rd Addition (said Lot depicted in Exhibit 4 to this Amendment and hereinafter referred to as “Lot 3”) is owned by Developer and shall be transferred to an Iowa non-profit corporation (hereafter “River Place Neighborhood Association”) on or before December 1, 2021. The City hereby consents to the transfer of ownership of Lot 3 and the River Place Plaza Amenity located thereon to River Place Neighborhood Association contingent upon all of the following:

- (i) The transfer documents shall preclude River Place Neighborhood Association from transferring any interest in Lot 3 or the River Place Plaza Amenity thereon to a third party during the term of the Agreement without the express written consent of the City; and
- (ii) Developer's compliance with the terms of the Agreement, as amended, and this Amendment, including but not limited to the timely completion of the River Place Plaza Amenity and the provision of easements discussed in Section 3(c) below; and
- (iii) River Place Neighborhood Association's express, written assumption of the obligations set forth in this Section 3 upon acquisition of Lot 3; and
- (iv) Developer providing the City with copies of the closing documents, including any deed and assumption of obligations hereunder within ten (10) days of the closing; and
- (v) Developer providing sufficient information, as deemed sufficient by the City in its sole discretion, so that the City may ensure that the River Place Neighborhood Association is able to fulfill its obligations related to the Operation of the River Place Plaza to the satisfaction of the City.

Except as specifically indicated in this Amendment, such transfer shall not affect the terms of the Agreement, as amended.

b. Recreation Trail and Adjacent Riverfront. City owns or controls land adjacent to Lot 3, including the levee and riverfront and is planning construction of a whitewater kayak course and riverfront improvements that contemplate substantial public access to the riverfront. Developer has previously granted a permanent public use easement for a recreation trail that traverses Lot 3.

c. Public Easements/Access Agreements. Recognizing the need for ongoing cooperation and access between the properties, prior to transfer of Lot 3 to River Place Neighborhood Association and no later than September 1, 2021, Developer shall provide to the City, at no cost and in a form acceptable to the City, the following (each of which shall be binding on River Place Neighborhood Association and any other successor in interest to the impacted property and shall be promptly recorded):

- i. A permanent easement for public access upon, over and across the entire Lot 3 to allow access to the riverfront.
- ii. A permanent easement for public access upon, over and across the sidewalk along the west 15' of Lot 1, River Place 3rd Addition and the west 20' of Lot 1, River Place 1st Addition.
- iii. A utility easement, if needed, for underground improvements under Lot 3.
- iv. An agreement to allow public access to the River Place Restrooms during any public events held at the River Place Plaza amenity.
- v. Any and all other such easements as the Developer and City agree.

d. Operation of River Place Plaza.

i. Developer, and upon acquiring Lot 3, River Place Neighborhood Association, shall maintain, preserve, and keep Lot 3 and the River Place Plaza Amenity thereon in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals, and additions. Developer, and upon acquiring Lot 3, River Place Neighborhood Association, shall be responsible for all capital improvements, maintenance and general upkeep of River Place Plaza Amenity on Lot 3, including but not limited to trash removal, snow removal and lawncare, utilities for, and maintenance of the River Place Plaza Amenity. Developer, and upon acquiring Lot 3, River Place Neighborhood Association, shall also:

A. provide and pay for electric utility service for lighting currently installed on the recreation trail and levee, adjacent to Lot 3; and

B. maintain, insure, and operate the River Place Restrooms to the same extent required for Lot 3 and the River Place Amenity, as set forth in the Agreement and this Amendment.

ii. Developer, and upon acquiring Lot 3, River Place Neighborhood Association, shall indemnify and hold harmless the City and the governing body members, officers, agents, servants, and employees (“indemnified parties”) from and against all loss, costs, injury, death, or damage to persons or property that at any time may be suffered or sustained by any person or entity over, in, upon, across or through Lot 3, the River Place Plaza Amenity thereon, or the River Place Restrooms, or due to any action or omission of the Developer, and upon acquiring Lot 3, River Place Neighborhood Association, or one or more of its or their employees, servants, or agents, regardless of the cause of the injury, except to the extent caused by the negligence or willful misconduct of the indemnified parties.

iii. Developer, and upon acquiring Lot 3, River Place Neighborhood Association, shall not mortgage, encumber or use as collateral Lot 3 or the River Place Plaza Amenity thereon for any purpose other than the construction and permanent financing of the River Place Plaza Amenity.

iv. Developer shall deposit, on the first of each year, beginning on January 1, 2022, \$50,000 into a capital maintenance fund for the River Place Plaza Amenity. This fund shall be used exclusively for capital maintenance items for the existing River Place Plaza Amenity and shall not be used for daily operation, general upkeep or routine maintenance. The contributions deposited into the fund shall be maintained in a savings account established in the name of River Place Neighborhood Association until such time as the contributions, and any interest earned thereon, are expended to complete capital improvements to the existing River Place Plaza Amenity. As part of Developer’s annual certification to the City under Section 7.6 of the Agreement, Developer shall include an accounting for the previous twelve months detailing all contributions made to the capital maintenance fund and all expenditures therefrom, including copies of any invoices.

e. Material Term. Any failure by Developer or River Place Neighborhood Association to comply with the provisions of this Section 3 shall be an Event of Default under the Agreement.

4. EXTENSION OF INCENTIVES

a. If Developer (and, with respect to the obligations in Section 3, above, after the transfer of Lot 3, River Place Neighborhood Association) performs all of the obligations set forth in Sections 1-3 above, and if no Event of Default under the Agreement as previously amended and amended by this Third Amendment, has occurred and is continuing, then:

i. The Economic Development Grants described in Article IX of the Agreement shall continue through the earlier of: (1) fiscal year 2036-37; (2) when the City can no longer collect Tax Increment from the Development Property under the applicable law, as may be amended from time to time; or (3) when the aggregate maximum of \$10,000,000 has been paid, unless terminated earlier under the terms of the Agreement. For the avoidance of doubt, this Amendment REDUCES the aggregate maximum Grant amount set forth in Section 9.1 of the Agreement from \$15,000,000 to \$10,000,000, and no Economic Development Grants shall be available for fiscal years after June 30, 2037. This Amendment does not otherwise alter the terms, conditions, and limitations for the payment of Economic Development Grants set forth in Article IX.

ii. Developer’s obligation to submit annual certifications under Section 7.6 of the Agreement shall be extended through November 1, 2036 and Developer’s eligibility for any Economic Development Grant remains subject to all of the terms and conditions set forth in Section 9.3 of the Agreement.

iii. The Termination Date set forth in Section 12.8 of the Agreement shall be extended to July 1, 2037.

5. FEES & COSTS. Developer shall pay, upon demand, up to \$2,500 of the City’s costs and attorney fees incurred in connection with the drafting and execution of this Amendment.

6. ACKNOWLEDGEMENT AND CONSENT. Insofar as Broomstick Lodging, LLC was made a party to the Agreement by the Second Amendment, by its signature below Broomstick Lodging, LLC does hereby consent to this Amendment.

7. AGREEMENT RATIFIED. Except as amended and/or modified by this Third Amendment, the Agreement, as previously amended, is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect.

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

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2021, before me a Notary Public in and for said County, personally appeared Robert M. Green and Jacqueline Danielsen to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

RIVER PLACE PROPERTIES LC

By:

[Signature]
Mark Kittrell, Member/Manager

STATE OF Iowa)
COUNTY OF Black Hawk) SS

On this 30th day of March, 2021, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Mark Kittrell, to me personally known, who, being by me duly sworn, did say that he is the Member and Manager of River Place Properties LC and that said instrument was signed on behalf of said limited liability company; and that the said Member and Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for such County & State

Bess Baldwin



BROOMSTICK LODGING, LLC

By: Ravi Patel
Ravi Patel, Manager

STATE OF Iowa)
) SS
COUNTY OF Johnson)

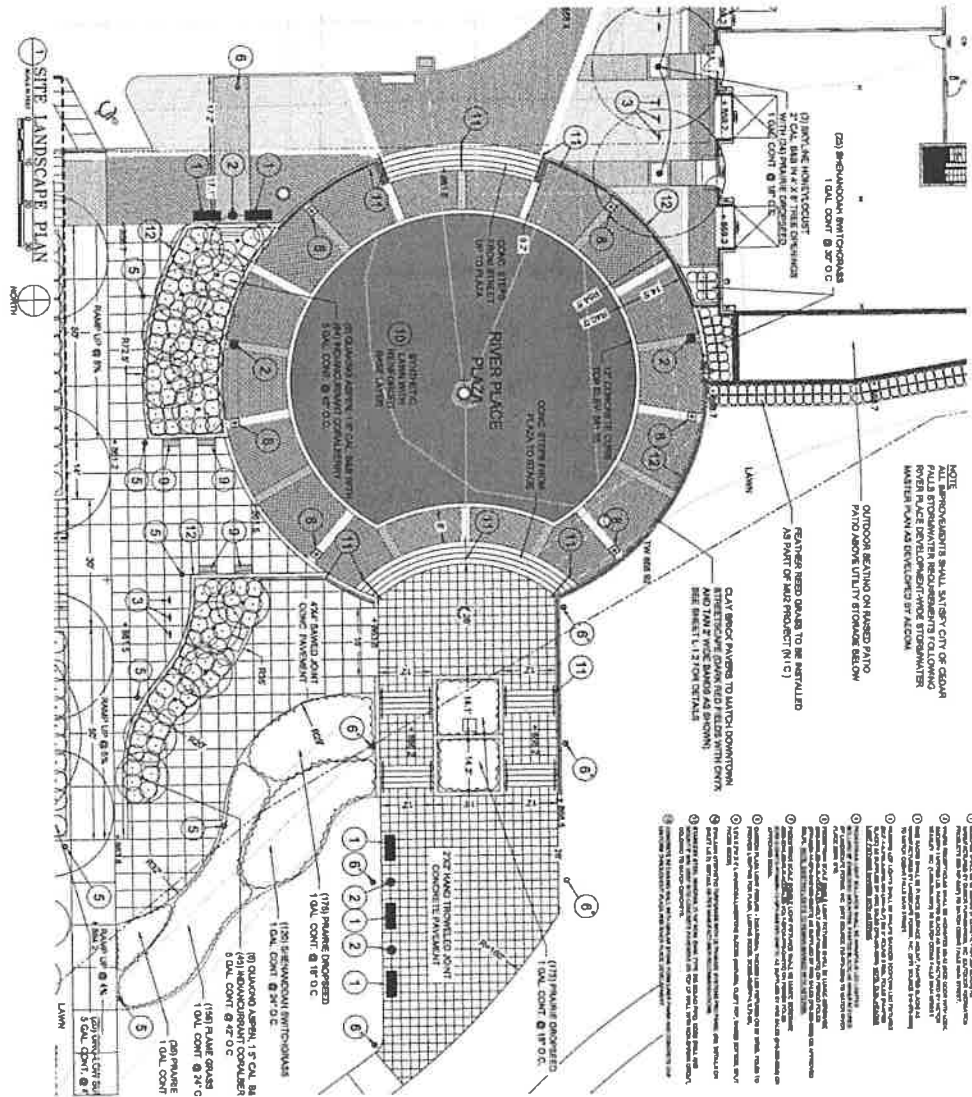
On this 30 day of March, 2021, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Ravi Patel, to me personally known, who, being by me duly sworn, did say that he is the Manager of Broomstick Lodging, LLC and that said instrument was signed on behalf of said corporation; and that the signor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Lindsey Broome

Notary Public in and for such County & State



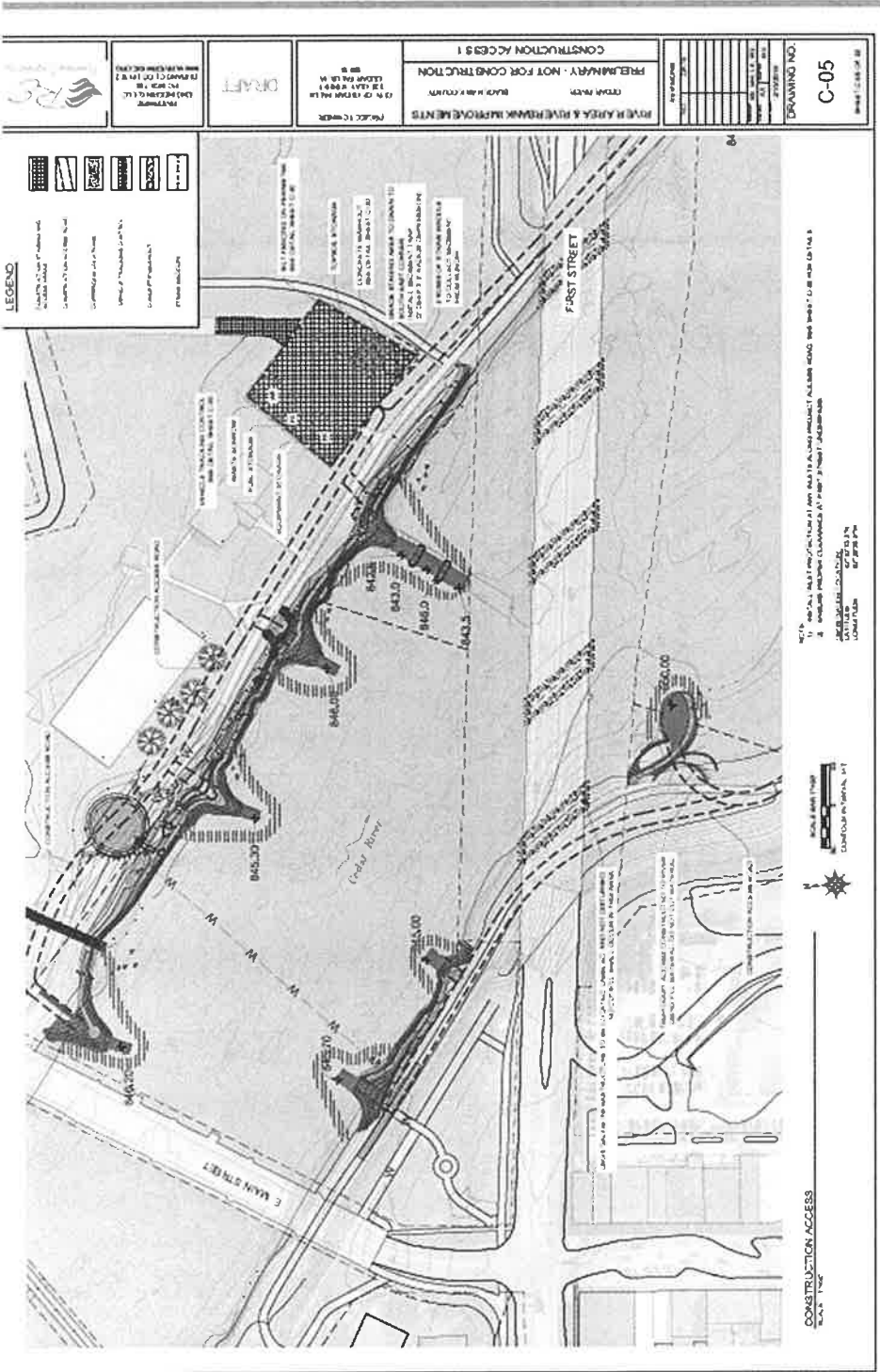
EXHIBIT 1 TO THIRD AMENDMENT RIVER PLACE PLAZA SITE PLAN – APPROVED MARCH 16, 2020



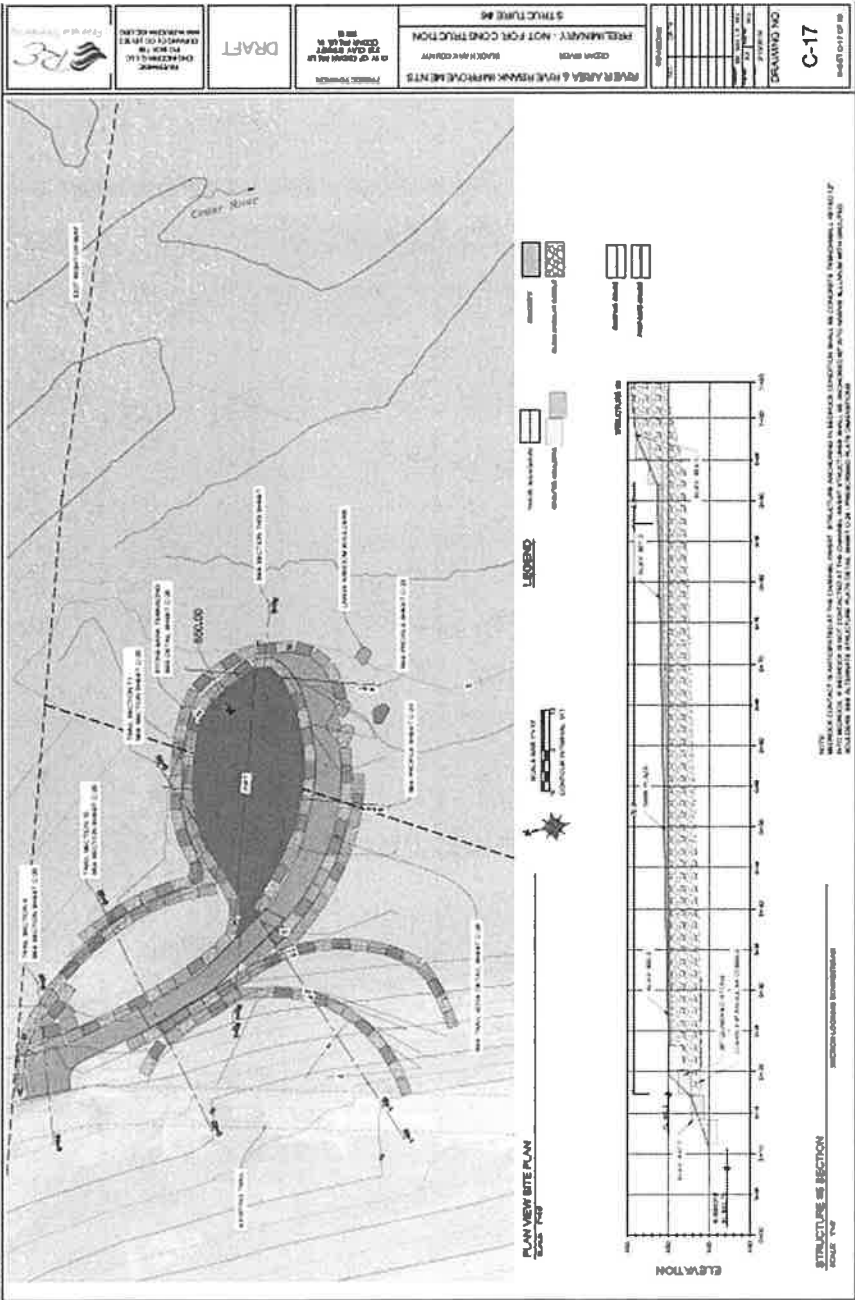
The approval of the above Site Plan was subject to the following conditions which remain in effect:

1. Complete restroom facilities, by July 1, 2021 unless amendments to the Development Agreement provide an alternative timeline.
2. All signage will require a permit. At that time, verification of Development Agreement terms and compatibility with the downtown will be reviewed.
3. Revise Development Agreement to include 2020 site plan.
4. Public access easements will be provided as outlined in the Development Agreement and amendments thereto.
5. All technical review comments must be met.

EXHIBIT 2 TO THIRD AMENDMENT CEDAR RIVER SAFETY AND RECREATIONAL IMPROVEMENTS, PHASE 1



**EXHIBIT 3 TO THIRD AMENDMENT
 "TURTLE BACK LANDING" LOCATION WITHIN CEDAR RIVER SAFETY AND
 RECREATIONAL IMPROVEMENTS, PHASE 1**



**EXHIBIT 4 TO THIRD AMENDMENT
LOT 3 RIVER PLACE 3RD ADDITION**

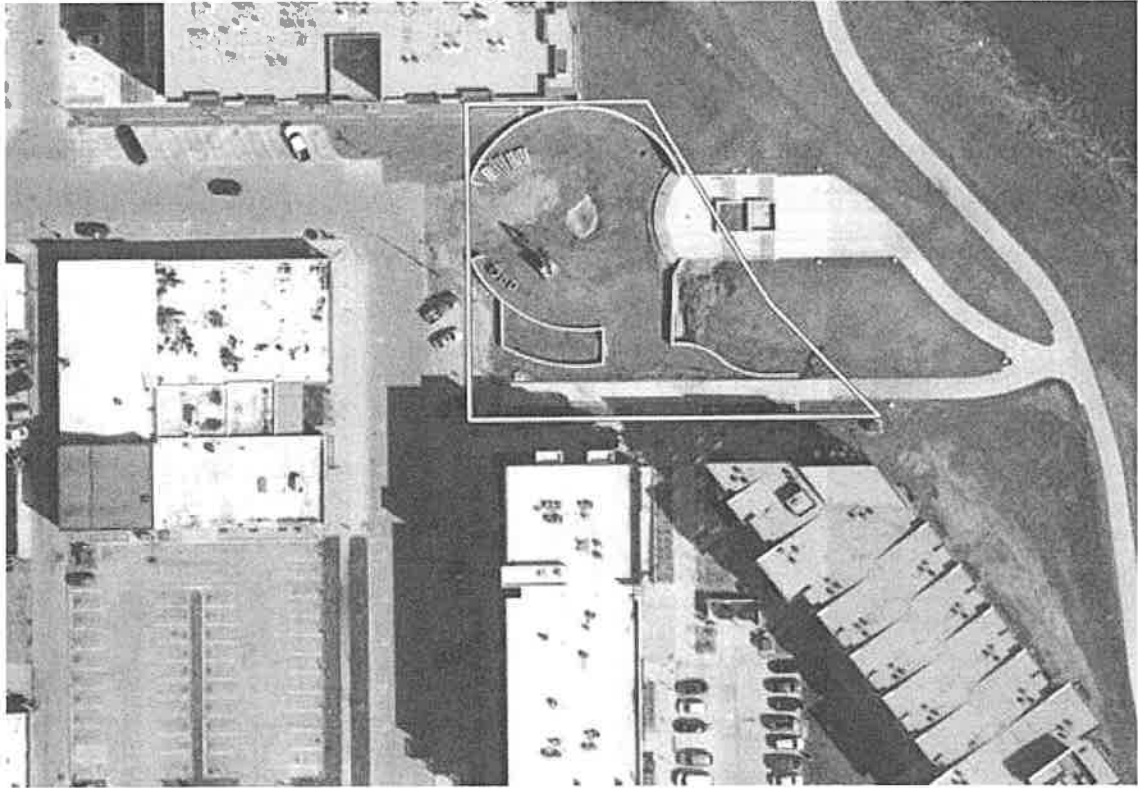
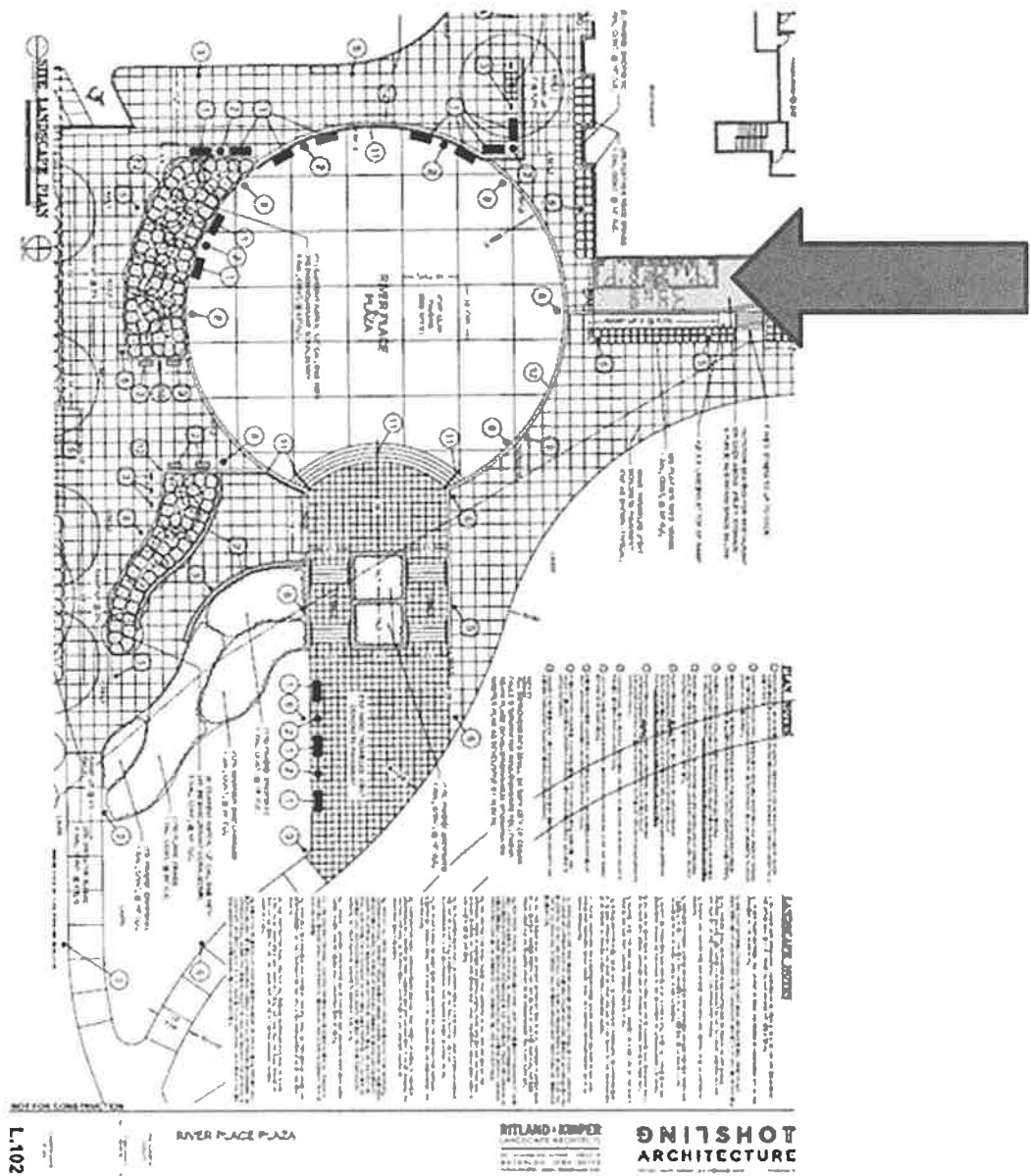


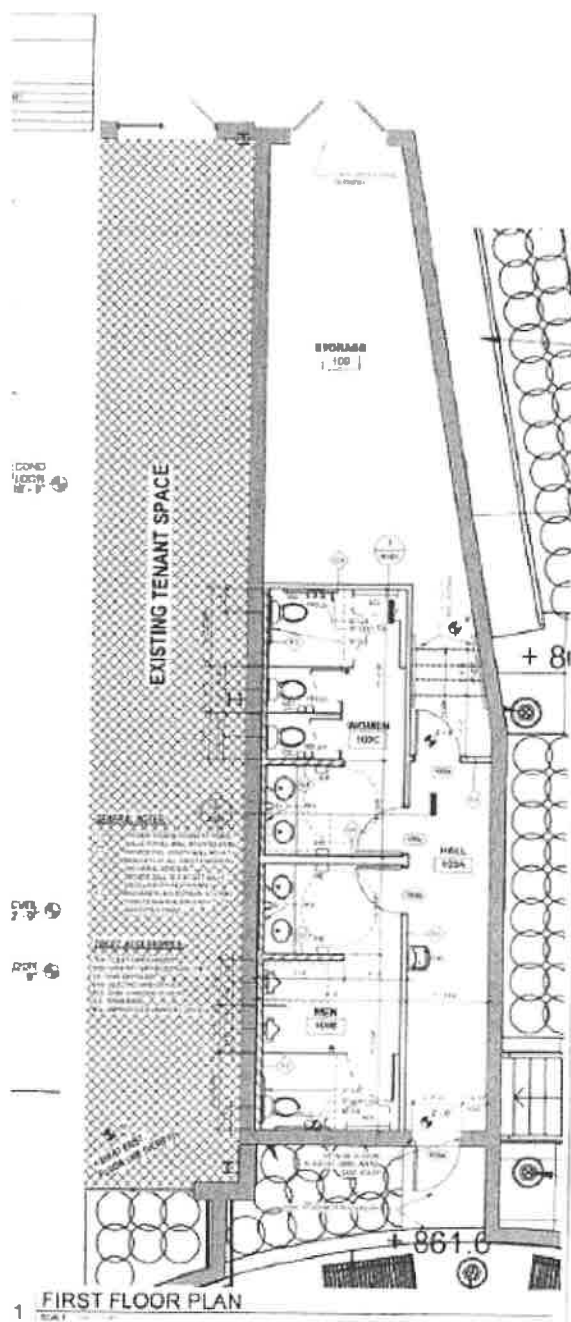
EXHIBIT 5 TO THIRD AMENDMENT

RIVER PLACE RESTROOM LOCATION AND DEPICTION

LOCATION OF RIVER PLACE RESTROOM:



DEPICTION OF RIVER PLACE RESTROOM:



EMERGENT
ARCHITECTURE

100 E. 2nd St.
Cedar Falls, IA

**100 E. 2nd St.
RESTROOMS**

100 E. Second St.
Cedar Falls, IA

FLOOR PLANS

19044
May 5, 2020

A101

| No. | Description | Date |
|-----|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT 6 TO THIRD AMENDMENT

LEVEE INVOICE

INVOICE

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

(319) 273-8600

TO: RIVER PLACE PROPERTIES LC
ATTN: MARK KITTRELL
200 STATE ST., 202-Z
CEDAR FALLS, IA 50613

INVOICE NO: 37032
DATE: 1/18/21

CUSTOMER NO: 5326/5326

TYPE: MS - MISCELLANEOUS

| QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|----------|--------------------------------|------------|----------------|
| 1.00 | COST SPLIT FOR LEVEE AND PLAZA | 165,455.35 | 165,455.35 |

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

TOTAL DUE: \$165,455.35

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 1/18/21 DUE DATE: 2/17/21
CUSTOMER NO: 5326/5326

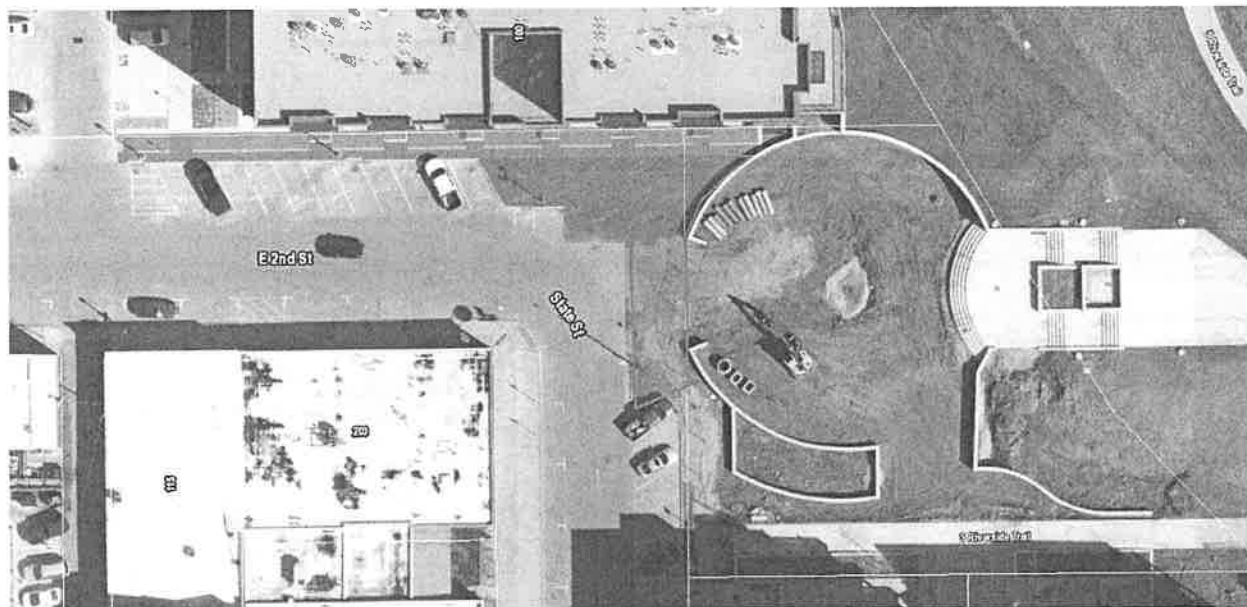
NAME: RIVER PLACE PROPERTIES LC
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 37032
TERMS: NET 30 DAYS

AMOUNT: \$165,455.35

EXHIBIT 7 TO THIRD AMENDMENT
PAVER UPGRADE LOCATION





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: March 30, 2021
SUBJECT: Design review of property in the Central Business District Overlay

REQUEST: New signage on façade and projecting sign on the building

PETITIONER: Lincoln Savings Bank; Contractor: Signs and Design

LOCATION: 302 Main Street

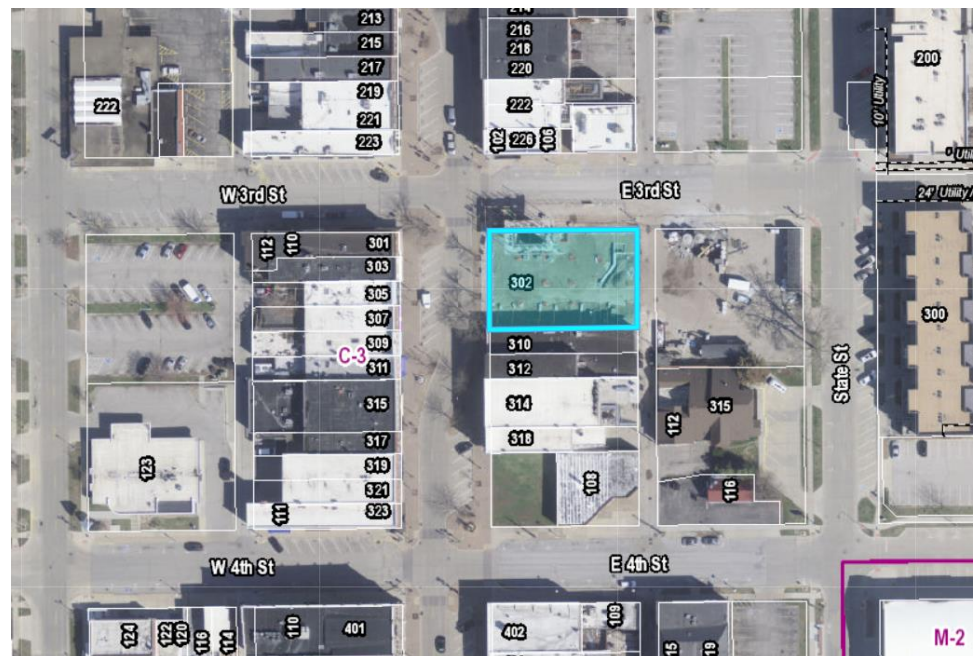
PROJECT #: DR21-002

PROPOSAL

The contractor Signs and Design on behalf of their client Lincoln Savings Bank, tenant at 302 Main Street, is requesting a design review for a new projecting sign and a wall sign at 302 Main Street building in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new projecting sign on the western face and a wall sign on the eastern face of 302 Main Street building for the new business going in for Lincoln Savings Bank. The projecting sign over public sidewalk would mark the presence of the business along the Main Street. The property is located at the corner of W 3th Street and Main Street with frontage to both streets, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

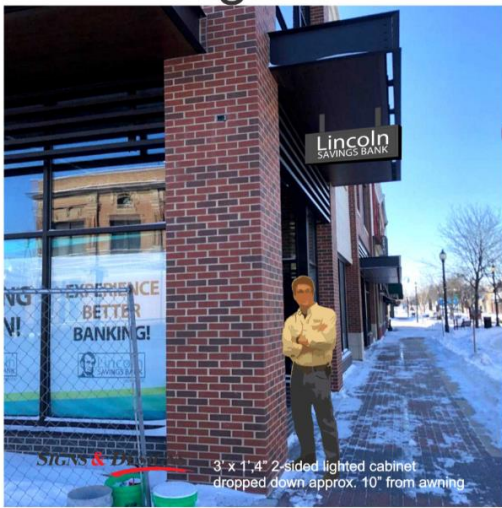
"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance."

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way and if additional signage is proposed that was not shown on the original site plan approved by Council, the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

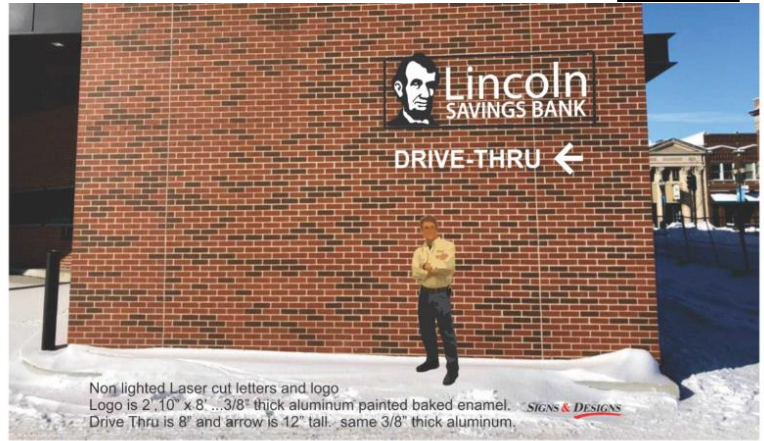
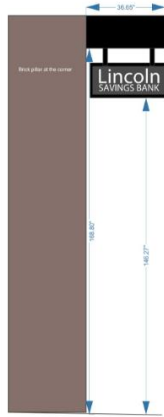
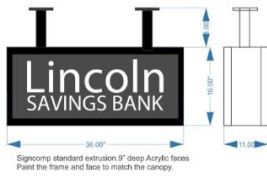
ANALYSIS

The applicant is proposing to install a new projecting sign on the western face of the 302 Main Street building for advertising new tenant Lincoln Savings Bank. The projecting sign will be projecting over the public sidewalk facing north and south side of the Main Street. The sign is a two-face rectangle sign and is approximately 4 square feet per sign face and will be placed below the projecting canopy of the building along the Main Street. The projecting sign is approximately 3 feet wide by 1 foot 4 inches tall. The proposed sign will highlight the letterings only. The proposal for the projecting sign meets the district signage requirements.

All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk or five feet, whichever is less (Section 26-189 (j)(2)). Projecting signs within the Central Business District cannot exceed 40 square feet per sign face and wall signs cannot exceed ten percent of the total storefront area (Section 26-189 (j)(2)).



3' x 1.4' 2-sided lighted cabinet, dropped down approx. 10" from awning



Non lighted Laser cut letters and logo
Logo is 2' 10" x 8' ... 3/8" thick aluminum painted baked enamel. SIGNS & DESIGNS
Drive Thru is 8" and arrow is 12" tall - same 3/8" thick aluminum.



The proposed projecting sign projects about 3 feet over public sidewalk and has approximately a 12 feet clearance above the sidewalk. The sidewalk at this location is approximately 16 feet wide. The proposed placement of the sign meets city code.

In addition, the applicant is also proposing to add a wall sign on the eastern face of the 302 Main Street building to direct people to the bank drive-through that is located in the alley. Typically, the wall sign is not part of review but in this case we want the commission to review the wall sign as the sign was not part of approved building site plan for 302 Main Street building. As per code (Section 26-189 (j)(4)), wall signs shall not exceed ten percent of the total wall area and in no case shall exceed ten percent of the area of the storefront. Proposed wall sign is approximately 27 square feet in area and will be placed at least 8 feet above ground. This sign will face the alley, but be visible from 3rd Street. The proposal meets the wall sign configurations in the code for the building.

If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application for new signage at 302 Main Street building for tenant Lincoln Savings Bank, at their regular meeting on 24th March 2021 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of the submitted design review application.

PLANNING & ZONING COMMISSION

Discussion/Vote 03/24/2021 Chair Leeper introduced the item and Mr. Atodaria explained that new signage is proposed for the Lincoln Savings Bank and showed renderings of the proposed signage. He discussed the proposal for the signs and the requirements for any projecting and wall signs. Mr. Atodaria stated that staff recommends approval of the

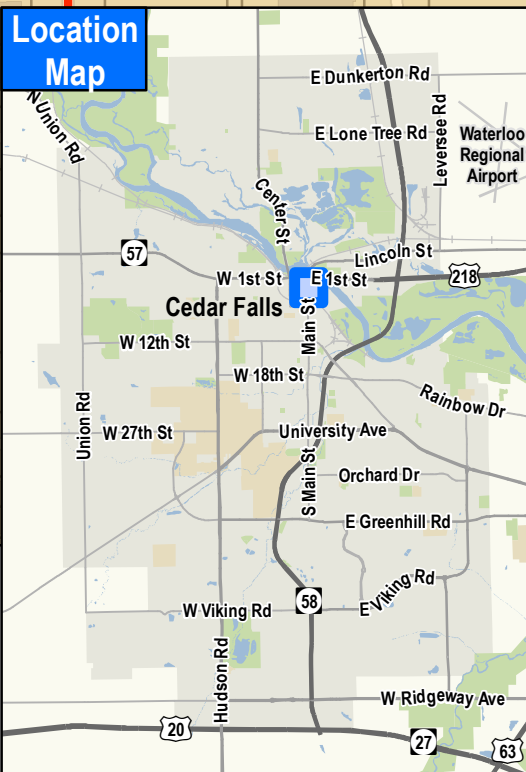
signage and that if the item is approved it will be moved to the next council meeting.

Mr. Schrad asked for clarification of whether the signs are lit. Mr. Atodaria explained that the projecting sign will be lighted.

Mr. Schrad made a motion to approve the item. Ms. Prideaux seconded the motion. The motion was approved unanimously with 8 ayes (Holst, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.



Location Map

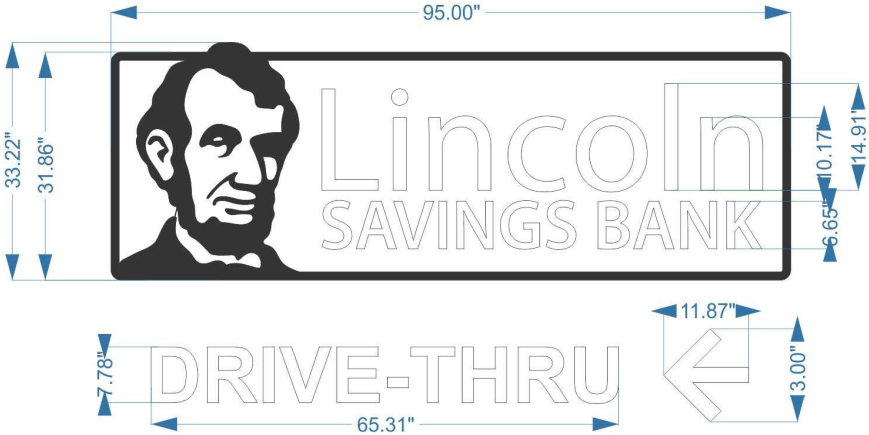


Design Review for new Signage
302 Main Street

Sign D



Non lighted Laser cut letters and logo
Logo is 2',10" x 8' ...3/8" thick aluminum painted baked enamel. *SIGNS & DESIGNS*
Drive Thru is 8" and arrow is 12" tall. same 3/8" thick aluminum.

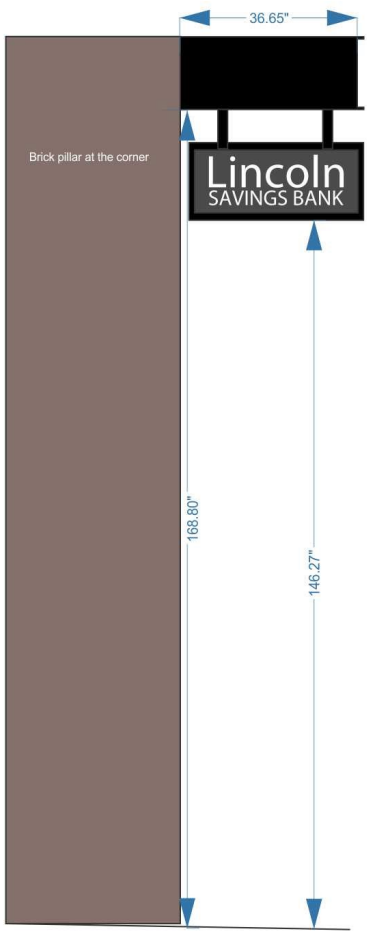


3/8" aluminum plate laser cut and stud mounted.
painted black and white.

Sign C



3' x 1',4" 2-sided lighted cabinet
dropped down approx. 10" from awning



Signcomp standard extrusion.9" deep Acrylic faces
Paint the frame and face to match the canopy.

3/15/2021
302 Main Street
Cedar Falls, Iowa

P&Z Letter of intent:

Location: Address of the Property
302 Main St. Cedar Falls, Iowa

Overview of additional signs for Lincoln Savings Bank:

Sign C: Purpose of this sign is to identify the LSB entrance location to pedestrians. Installation of a 16" x 36" lighted blade sign under the canopy on the West side of the 302 Main St. building. The sign is 12' 2" off the sidewalk. Sign is made with an extruded aluminum cabinet , acrylic faces and Led internal lighting. The background does not light up. Only the lettering lights. See attached drawings.

Sign D: The purpose of this sign is to identify the alley entrance to the LSB Bank drive-thru located in the alley.

Installation of a non-lighted logo and letters on the brick wall on the East side of the building at the entrance to the alley. These are 3/8" thick, flush, stud mounted aluminum letters with a baked enamel finish. Overall size is 7' ,11" x 4'. The bottom of the sign is 8' from the Alley floor. See attached drawing.

Applicant Contact: Lincoln Savings Bank Andrea DeVore andrea.devore@mylsb.com

Contractor: Signs & Designs , David Schachterle, 5600 Nordic Drive, Cedar Falls, Iowa 50613 T: 319-277-8829

David Schachterle
Signs & Designs, Inc,

3/15/2021
302 Main Street
Cedar Falls, Iowa

Approval letter from the owner.

I approve of the addition of these signs described below for our offices at 302 Main Street.

Location:

302 Main St. Cedar Falls, Iowa

Signed: _____

Eric Howard

Sign C: Installation of a 16" x 36" lighted blade sign under the canopy on the West side of the 302 Main St. building. The sign is 12' 2" off the sidewalk. Sign is made with an extruded aluminum cabinet, acrylic faces and Led internal lighting. The background does not light up. Only the lettering lights. See attached drawings.

Sign D: Installation of a non-lighted logo and letters on the brick wall on the East side of the building at the entrance to the alley. These are 3/8" thick, flush, stud mounted aluminum letters with a baked enamel finish. Overall size is 7' ,11" x 4'. The sign bottom is 8' from the Alley floor. See attached drawing.

Applicant Contact: Lincoln Savings Bank

Contractor: David Schachterle, 5600 Nordic Drive, Cedar Falls, Iowa 50613 T: 319-277-8829



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: March 25, 2021
SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV2)
 Service Agency Contracts- St. Patrick School

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19th meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The City worked closely with the IEDA staff to find projects that were fundable with the grant. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. At the March 15, 2021 meeting, City Council approved three contracts. Attached is the St. Patrick School (\$16,187.75). Funds will be used to purchase equipment for improved virtual schooling which will mitigate the impacts caused by the COVID-19 pandemic.

Staff recommends approving the contract with St. Patrick School. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this _____ day of _____, 2021 by the City of Cedar Falls, Iowa ("Local Government"); and St. Patrick Catholic School, (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to purchase equipment to provide technology to teach remotely; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$11,980.11 to implement the following CDBG approved project activities: equipment for improved virtual schooling which will mitigate the impacts caused by the COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
 - A Duplication of Benefits (DOB) Certification
 - Subrogation and Assignment Agreement

Section 2. Administration. The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261–Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. Proposed Project. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such

required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. Indemnification. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. Unallowable Costs. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. Noncompliance. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority CDBG agreement expiration date.
- d. Misspending. If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.

- e. Insurance. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. Severability of Provisions. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200.
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records,

conditions of employment, and all other matters covered by this agreement.

- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the Iowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf> (pgs. 11-16)

h. Civil Rights

(1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(2) Consideration for Employment. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(3) Solicitation and Advertisements. The Parties shall list all suitable employment openings in the State Employment Service local offices.

(4) Civil Rights Compliance. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with

Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.

(j) Duplication of benefits

(1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

(2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs.* (FR-6218-N-01)

(3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.

(4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.

(5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. Certification regarding Government wide restriction on lobbying. The Parties certify that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(c) The Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.

Section 16. Termination. This agreement may be terminated:

(a) For cause. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.

(b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results

commensurate with the future disbursement of funds.

(c) Due to reduction of CDBG funding. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:

By: _____

Date: ___ / ___ / ___

For the SUBRECIPIENT:

By: Supriya Haskett _____

Date: 3 / 11 / 2021

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ___ day of _____, 20___, by and between St. Patrick Catholic School ("Applicant") and the City of Cedar Falls ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the [City of Cedar Falls] [St. Patrick Catholic School(the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any assistance program that are determined in the sole discretion of City of Cedar Falls to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: *Lynette Hackett*
Name: Lynette Hackett
Date: 3-11-2021

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Cedar Falls

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment A DUPLICATION OF BENEFITS CERTIFICATION

CDBG-CV PROGRAM

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121-5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Organization: City of Cedar Falls

Program: St. Patrick Catholic School

I/We, St. Patrick Catholic School, affirm the following:
Print Name

I/We make this Affidavit in connection with Community Development Block Grant CARES Act (CDBG-CV) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

| | |
|--|--|
| I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application. | <input checked="" type="checkbox"/> (please check) |
| I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application with the following changes: (please list) | <input type="checkbox"/> |
| I/We received or expect to receive no additional Program funds | <input type="checkbox"/> |

I/We agree to notify the local government in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-CV program consideration.

Lynette Hackett
Signature

3-11-2021
Date

Signature

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: March 30, 2021
SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV2)
 Service Agency Contracts- Valley Lutheran School

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19th meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The City worked closely with the IEDA staff to find projects that were fundable with the grant. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. At the March 15, 2021 meeting, City Council approved three contracts. Attached is the Crusaders Valley Lutheran School (\$11,980.11). Funds will be used for purchase of supplies and equipment associated with virtual schooling and Personal Protective Equipment (PPE) caused by the COVID-19 pandemic.

Staff recommends approving the contract with St. Crusaders Valley Lutheran School. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

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

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this 9 day of March, 2021 by the City of Cedar Falls, Iowa ("Local Government"); and Valley Lutheran School, (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to Funds will be used for purchase of supplies and equipment associated with virtual schooling and Personal Protective Equipment (PPE) all made necessary by the COVID-19 pandemic; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$16,187.75 to implement the following CDBG approved project activities: purchase of supplies and equipment associated with virtual schooling and Personal Protective Equipment (PPE) all made necessary by the COVID-19 pandemic.

- The following deliverables are required with the signing of the contract:
 - A Duplication of Benefits (DOB) Certification
 - Subrogation and Assignment Agreement

Section 2. Administration. The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. Proposed Project. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. Indemnification. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. Unallowable Costs. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. Noncompliance. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority CDBG agreement expiration date.
- d. Misspending. If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.

- e. Insurance. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. Severability of Provisions. This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Federal Laws. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23, Iowa Administrative Code and 2 CRF 200.
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records,

conditions of employment, and all other matters covered by this agreement.

- e. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the Iowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at <https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf> (pgs. 11-16)
- h. Civil Rights

(1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(2) Consideration for Employment. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(3) Solicitation and Advertisements. The Parties shall list all suitable employment openings in the State Employment Service local offices.

(4) Civil Rights Compliance. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with

Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(3) The parties agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(4) The parties will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent obligations under 24 CFR part 135.

(j) Duplication of benefits

(1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.

(2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register [Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs.](#) (FR-6218-N-01)

(3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.

(4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.

(5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. Certification regarding Government wide restriction on lobbying. The Parties certify that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(c) The Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.

Section 16. Termination. This agreement may be terminated:

(a) For cause. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.

(b) For convenience. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results

commensurate with the future disbursement of funds.

(c) Due to reduction of CDBG funding. At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. Procedures Upon Termination. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

For the LOCAL GOVERNMENT:

By: _____

Date: ___ / ___ / ___

For the SUBRECIPIENT:

By: Brian L. Henry (Head of School)

Date: 31 9 2021

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 9 day of March, 2021, by and between Valley Lutheran School ("Applicant") and the *City of Cedar Falls* ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the [*City of Cedar Falls*] [Valley Lutheran School] (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any assistance program that are determined in the sole discretion of *City of Cedar Falls* to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit is a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

APPLICANT

Signature: Brian L'Heureux
Name: Brian L'Heureux
Date: 3-9-21

CO-APPLICANT

Signature: _____
Name: _____
Date: _____

GRANTOR:

City of Cedar Falls

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment A DUPLICATION OF BENEFITS CERTIFICATION

CDBG-CV PROGRAM

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121-5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

Organization: City of Cedar Falls

Program: Valley Lutheran School

I/We, Brian Liffewaux, affirm the following:
Print Name

I/We make this Affidavit in connection with Community Development Block Grant CARES Act (CDBG-CV) assistance through the Iowa Economic Development Authority (IEDA) and its local government partners.

Table with 2 columns: Statement and Check box. Row 1: I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application. [X] please check. Row 2: I/We received or expect to receive the additional Program funding sources and amounts as listed on the CDBG-CV Application with the following changes: (please list) [] Row 3: I/We received or expect to receive no additional Program funds []

I/We agree to notify the local government in writing of any changes to the information contained in this certification from the date of this Certification through the completion of the Project(s).

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

I/We certify under penalty of perjury that all information provided as part of this application is true and correct to the best of my/our knowledge. I give my consent to the sponsoring organization considering this application to use the information provided herein for the purpose of CDBG-CV program consideration.

Handwritten signature of Brian Liffewaux

Signature

Handwritten date 3-9-2021

Date

Blank line for signature

Signature

Blank line for date

Date



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council
FROM: Michelle Pezley, Planner III
DATE: March 25, 2021
SUBJECT: Community Development Block Grant: Service Agency Contract Second Amendment from CDBG-CV1 funding

As part of the CARES Act that was passed in April 2020, funding was allocated to local jurisdictions and States to support activities that prevent, prepare for, and respond to the pandemic. Cedar Falls received \$160,662 from CDBG-CV1. On June 1, 2020, Council approved 20% (\$32,132) of the award toward Service Agencies. Contracts were completed with Northeast Iowa Food Bank (\$20,000) and Pathways Behavioral Services (\$12,132).

Staff received notice from Pathways Behavioral Services that they will not be able to utilize their contracted amount. Staff reached out to the Northeast Iowa Food Bank to see if they would be able to use the funds. They are able to use the additional funds.

Attached is the proposed second amendment to the Northeast Iowa Food Bank contract related to the use of CDBG-CV1 funds.

Staff recommends approving the contract amendments. The City Attorney has reviewed the contract.

Please contact staff with any questions. Thank you.

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

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment to Agreement for Professional Services is made and entered into this 17 day of March, 2021, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Northeast Iowa Food Bank** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a certain Agreement for Professional Services dated December 16, 2019, which established the terms and conditions whereby providing food products for eligible low- and moderate-income residents of Cedar Falls would occur through CDBG funds (hereinafter the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; and

WHEREAS, additional funds were received by the City through the CARES Act after entering into the Agreement, resulting in the City and Agency entering into a First Amendment to Agreement for Professional Services dated July 20, 2020, that provided for additional funding for Agency to provide additional food products for eligible residents of Cedar Falls (hereinafter the "First Amendment"); and

WHEREAS, the City has now received additional funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and

WHEREAS, the City has completed a Substantial Amendment to its Annual Action Plan for Federal Fiscal Year 2019 in order to disburse additional funds to Service Agencies; and

WHEREAS, amending the Agreement as amended in the First Amendment with the Agency to provide additional funding for food products for eligible residents of Cedar Falls is an appropriate use of funds under the CARES Act and is in the best interest of the residents of Cedar Falls.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 4 of the Agreement as amended in the First Amendment is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

COMPLETION DATE

This agreement as well as any amendment shall be valid upon execution by the City and Agency. The aforementioned services shall be accomplished within the following periods:

Phase I: Fiscal Year beginning July 1, 2019 and ending June 30, 2020.

Phase II: Beginning upon execution of the First Amendment and ending March 31, 2021.

Phase III: Beginning upon execution of this Second Amendment and ending June 30, 2021.

2. Paragraph 6 of the Agreement as amended in the First Amendment is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the City, as follows:

Phase I: Not to exceed \$9,000.00 of Community Development Block Grant funds.

Phase II: Through the CARES Act shall not exceed an additional \$20,000.

Phase III: Through the CARES Act shall not exceed an additional \$12,132.

- 3. Exhibit B-1 of the Agreement as amended is hereby amended by striking that Exhibit in its entirety and substituting in lieu thereof the attached Exhibit B-2.

- 4. The City and Agency hereby acknowledge and agree that all of the terms and conditions of the Agreement as amended in the First Amendment, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this Second Amendment to Agreement for Professional Services.

IN WITNESS WHEREOF, City and Agency have executed this Second Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

AGENCY:

CITY:

NORTHEAST IOWA FOOD BANK

CITY OF CEDAR FALLS, IOWA

BY: Barbara Palmer

BY: _____

ATTEST: _____

ATTEST: _____

DATE: 3/17/2021

DATE: _____

| Cedar Falls = 8.65% of HH served in Qtr 1 of CY20 | COVID - Pantry | CDBG |
|--|-----------------------|------------------|
| Income | | |
| Contributions | 15,000.00 | - |
| Foundations & Grants | 25,000.00 | - |
| Government | 40,000.00 | 32,132.00 |
| Program Total | \$ 80,000 | \$ 32,132 |

| Expenses | COVID - Pantry | CDBG |
|-----------------------------|-----------------------|------------------|
| Wage & Benefits | 18,000.00 | - |
| Marketing | 500.00 | - |
| Postage | 500.00 | - |
| Supplies | 12,000.00 | - |
| Goods Purchased - Food Bank | 40,000.00 | 32,132.00 |
| Freight & Transportation | 9,000.00 | - |
| Program Total | \$ 80,000 | \$ 32,132 |



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE – City Engineer

DATE: March 31st, 2021

SUBJECT: Downtown Streetscape and Reconstruction Project – Phase II
 Project No. RC-000-3242
 Supplemental Agreement No. 1

Please find attached the Supplemental Agreement No. 1 with Snyder and Associates that outlines the scope of services and costs for the Downtown Streetscape and Reconstruction Project – Phase II. The enclosed supplemental agreement provides for construction survey for the project and allows for other professional land surveying services which may be required on an “as needed” basis. This supplemental agreement also, addresses the structural design for the replacement of the retaining wall and stairs to the basement of property 226 Main Street.

The City of Cedar Falls’ Land Surveyor will be resigning April 15th, 2021. At the time of his departure, the City will require professional land surveying services while the City seeks out candidates to fill the vacant position. The length of this transition is unknown and it is important for the completion of current project and the development and design of future projects that the City has access to professional land surveying services. It was previously estimated that the Land Surveyor position provides approximately \$15,000 a month in survey services. This agreement with Snyder and Associates falls in line with the estimate of rates and is intended to cover this year’s construction season in a total amount not to exceed \$56,760.00.

The Engineering Division of the Public Works Department requests your consideration and approval of Supplemental Agreement No. 1 for the Downtown Streetscape and Reconstruction Project – Phase II with Snyder and Associates.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Engineering Division ♦ Inspection Services Division
 Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 1

Downtown Streetscape and Reconstruction – Phase II Cedar Falls, Iowa City Project Number RC-000-3242

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated August 3, 2020 for survey and engineering design services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the Downtown Streetscape and Reconstruction – Phase II Project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

A. Structural Design and Plans

1. The CONSULTANT shall complete the following additional design services associated with replacing the retaining wall and stairs into the basement below 226 Main Street (True North).
 - a. One site visit to review the condition of the existing stairwell and take measurements.
 - b. Prepare cost opinions for three concepts for replacing the stairs and portions of the wall. The CLIENT will select the preferred alternative.
 - c. Design and prepare plans for the selected alternative. The design and plan include new stairs, replacement of a portion of the wall, steel layout, handrail, quantities, and notes.
 - d. Prepare the contract documents so this stair and retaining wall replacement will be bid as Bid Alternate A. The CLIENT will utilize this bid information to negotiate replacement of the stairs and retaining wall with the property owner.
2. The CONSULTANT shall complete the following additional design services associated with abandoning the existing vault below the sidewalk at 114 West 5th Street.

- a. One site visit to review the condition of the existing vault, basement area where the vault connects into the building, and take measurements.
- b. Design and prepare plans for abandoning the vault below the sidewalk and inside the public right of way along West 5th Street. The design and plan include buttress walls, shield wall to close the opening to the building, steel layout, quantities, and notes.

B. Construction Services

1. Preconstruction Conference – The CONSULTANT shall coordinate with CLIENT Staff and conduct a preconstruction conference with the Contractor and CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
2. Construction Staking – The CONSULTANT shall be responsible for providing construction staking for the project. It will be stated at the preconstruction conference that the CONSULTANT will provide one set of stakes for each construction operation of the project. Any staking that is destroyed will be replaced at the Contractor's expense. Elements of the project to be staked include: Survey Control, Removal Limits, Water Main Fittings, Storm Sewer Structures, Subdrain, Cleanouts, Pavement, Sidewalk, and Street Light locations.
3. The CONSULTANT will be available by phone/video teleconferencing to discuss the project design with the CLIENT's project manager and the Contractor during the construction, at the CLIENT's request. Inquiries during the construction period relating to the design Standard of Care items will be addressed by the CONSULTANT. The budget for this work includes up to 56 hours of engineer/architect services. It is understood that the CLIENT will provide on-going construction observation and administration services during the construction period and will inquire with the CONSULTANT on an as-needed basis. Inquiries concerning items outside this scope (i.e. unforeseen underground conditions/facilities, constructability, etc.) will invoke a supplementation agreement for Consultant services. The design Standard of Care items are defined as services performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality.
4. Complete a final project walk-through following substantial completion of the overall construction. Assist CLIENT staff with the development of a project punch list for items to be completed by the Contractor prior to the CLIENT accepting the project. This shall include up to one site visit by the CONSULTANT.

C. ADDITIONAL SERVICES

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, additional site visits, construction observation beyond that described above, construction survey beyond what is described above, assistance with payment requests, shop drawing preparation and/or review, change orders, substantial completion documentation, assistance with calendar day and liquidated damages documentation and final project acceptance; expanding the scope of the

project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

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 fee of Fifty-Six Thousand Seven Hundred and Sixty Dollars, \$56,760. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. ASSIGNABILITY

- 1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated August 3, 2020.

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: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: March 31, 2021


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

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

DATE: March 26th, 2021

SUBJECT: 2021 Street Construction
 Project No. RC-000-3227
 Bid Opening

On Tuesday, March 23rd, 2021 at 2:00 p.m., bids were received and opened for the 2021 Street Construction Project. A total of two (2) bids were received, with Peterson Contractors Inc (PCI) the low bidder:

| | <i>Base Bid</i> |
|---------------------------------------|-----------------------|
| <u>Engineering Estimate</u> | \$4,345,182.75 |
| Peterson Contractors Inc | \$4,028,395.50 |
| K. Cunningham Construction Inc | \$4,042,531.05 |

The Engineer's Estimate for this project was \$4,345,182.75. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$4,028,395.50. Attached is a bid tab for your reference. The project will be funded by Local Option Sales Tax, Street Construction Fund, GO 2020, Sanitary Sewer Rental Fund and Cedar Falls Utilities funding sources.

We recommend acceptance of the lowest bid from Peterson Contractors Inc. in the amount of \$4,028,395.50. On April 5th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2021 Street Construction Project

Bid Tabulation

Owner: Cedar Falls IA, City of

03/23/2021 02:00 PM CDT

| Line Item | Item Code | Item Description | UofM | Quantity | Engineer Estimate | | Peterson Contractors Inc | | K. Cunningham Const. Co. | |
|-----------|--------------|---|------|----------|-------------------|--------------|--------------------------|--------------|--------------------------|--------------|
| | | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| 1 | 2010-108-C-0 | CLEARING AND GRUBBING | L.S. | 1 | \$3,500.00 | \$3,500.00 | \$8,500.00 | \$8,500.00 | \$10,000.00 | \$10,000.00 |
| 2 | 2010-108-D-3 | OFF-SITE TOPSOIL | C.Y. | 1117 | \$20.00 | \$22,340.00 | \$25.00 | \$27,925.00 | \$25.00 | \$27,925.00 |
| 3 | 2010-108-E-0 | EXCAVATION, CLASS 10, ROADWAY, WASTE | C.Y. | 5488 | \$15.00 | \$82,320.00 | \$12.50 | \$68,600.00 | \$13.50 | \$74,088.00 |
| 4 | 2010-108-E-0 | EXCAVATION , CLASS 12, BOULDERS | C.Y. | 25 | \$30.00 | \$750.00 | \$30.00 | \$750.00 | \$30.00 | \$750.00 |
| 5 | 2010-108-F-0 | BELOW GRADE EXCAVATION (CORE OUT) | C.Y. | 520 | \$9.00 | \$4,680.00 | \$12.50 | \$6,500.00 | \$10.50 | \$5,460.00 |
| 6 | 2010-108-G-0 | SUBGRADE PREPARATION | STA. | 33 | \$250.00 | \$8,250.00 | \$250.00 | \$8,250.00 | \$250.00 | \$8,250.00 |
| 7 | 2010-108-H-0 | SUBGRADE TREATMENT, GEOGRID TENSAR TX-160 | S.Y. | 8707 | \$3.50 | \$30,474.50 | \$7.50 | \$65,302.50 | \$7.50 | \$65,302.50 |
| 8 | 2010-108-I-0 | SUBBASE, MODIFIED, 6 IN. | S.Y. | 2253 | \$10.00 | \$22,530.00 | \$8.50 | \$19,150.50 | \$7.75 | \$17,460.75 |
| 9 | 2010-108-I-0 | SUBBASE, MODIFIED, 12 IN. | S.Y. | 15568 | \$20.00 | \$311,360.00 | \$16.00 | \$249,088.00 | \$14.50 | \$225,736.00 |
| 10 | 3010-108-D-0 | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL | TONS | 3210 | \$25.00 | \$80,250.00 | \$28.50 | \$91,485.00 | \$28.50 | \$91,485.00 |
| 11 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE | L.F. | 130 | \$80.00 | \$10,400.00 | \$175.00 | \$22,750.00 | \$175.00 | \$22,750.00 |
| 12 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE | L.F. | 72 | \$100.00 | \$7,200.00 | \$140.00 | \$10,080.00 | \$140.00 | \$10,080.00 |
| 13 | 4010-108-E-0 | SANITARY SEWER SERVICE STUB, 4" SDR 23.5 | L.F. | 5 | \$100.00 | \$500.00 | \$250.00 | \$1,250.00 | \$250.00 | \$1,250.00 |
| 14 | 4010-108-H-1 | REMOVAL SANITARY SEWER | L.F. | 202 | \$5.00 | \$1,010.00 | \$10.00 | \$2,020.00 | \$10.00 | \$2,020.00 |
| 15 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. HDPE | L.F. | 1106 | \$60.00 | \$66,360.00 | \$53.00 | \$58,618.00 | \$53.00 | \$58,618.00 |
| 16 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. RCP, 2000D | L.F. | 276 | \$65.00 | \$17,940.00 | \$75.00 | \$20,700.00 | \$75.00 | \$20,700.00 |
| 17 | 4020-108-A-1 | STORM SEWER, TRENCHED, 18 IN. HDPE | L.F. | 175 | \$70.00 | \$12,250.00 | \$59.00 | \$10,325.00 | \$59.00 | \$10,325.00 |
| 18 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. HDPE | L.F. | 289 | \$75.00 | \$21,675.00 | \$66.00 | \$19,074.00 | \$66.00 | \$19,074.00 |
| 19 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D | L.F. | 28 | \$80.00 | \$2,240.00 | \$87.00 | \$2,436.00 | \$87.00 | \$2,436.00 |
| 20 | 4020-108-A-1 | STORM SEWER, TRENCHED, 30 IN. HDPE | L.F. | 78 | \$100.00 | \$7,800.00 | \$93.00 | \$7,254.00 | \$93.00 | \$7,254.00 |
| 21 | 4020-108-A-1 | STORM SEWER, TRENCHED, 36 IN. HDPE | L.F. | 243 | \$120.00 | \$29,160.00 | \$94.00 | \$22,842.00 | \$94.00 | \$22,842.00 |
| 22 | 4020-211 | SPECIAL PIPE CONNECTIONS, SW-211 | EACH | 2 | \$500.00 | \$1,000.00 | \$500.00 | \$1,000.00 | \$500.00 | \$1,000.00 |
| 23 | 4020-108-D-1 | REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | L.F. | 4796 | \$15.00 | \$71,940.00 | \$8.00 | \$38,368.00 | \$8.00 | \$38,368.00 |
| 24 | 4040-108-A-0 | SUBDRAIN, PERFORATED, 6 IN. | L.F. | 4040 | \$12.00 | \$48,480.00 | \$12.00 | \$48,480.00 | \$10.75 | \$43,430.00 |
| 25 | 4040-108-D-0 | SUBDRAIN, OUTLET, 6 IN. C.M.P. | EACH | 22 | \$400.00 | \$8,800.00 | \$250.00 | \$5,500.00 | \$250.00 | \$5,500.00 |
| 26 | 4040-108-D-0 | SUBDRAIN, SUMP PUMP TAP | EACH | 45 | \$400.00 | \$18,000.00 | \$325.00 | \$14,625.00 | \$325.00 | \$14,625.00 |
| 27 | 4040-108-A-0 | FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR | L.F. | 40 | \$25.00 | \$1,000.00 | \$20.00 | \$800.00 | \$20.00 | \$800.00 |
| 28 | 5010-108-A-1 | WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 60 | \$60.00 | \$3,600.00 | \$65.00 | \$3,900.00 | \$65.00 | \$3,900.00 |
| 29 | 5010-108-A-1 | WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 40 | \$65.00 | \$2,600.00 | \$70.00 | \$2,800.00 | \$70.00 | \$2,800.00 |
| 30 | 5010-108-A-1 | WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 2460 | \$70.00 | \$172,200.00 | \$72.00 | \$177,120.00 | \$72.00 | \$177,120.00 |
| 31 | 5010-108-C-2 | FITTINGS, DUCTILE IRON | LBS. | 5200 | \$15.00 | \$78,000.00 | \$10.00 | \$52,000.00 | \$5.00 | \$26,000.00 |
| 32 | 5010-108-D-0 | SERVICE SHORTSIDE, 3/4" | EACH | 22 | \$1,250.00 | \$27,500.00 | \$1,750.00 | \$38,500.00 | \$1,750.00 | \$38,500.00 |
| 33 | 5010-108-D-0 | SERVICE, LONGSIDE, 3/4" | EACH | 13 | \$2,600.00 | \$33,800.00 | \$2,500.00 | \$32,500.00 | \$2,100.00 | \$27,300.00 |
| 34 | 5010-108-D-0 | SERVICE, SHORTSIDE, 2" | EACH | 1 | \$2,500.00 | \$2,500.00 | \$3,250.00 | \$3,250.00 | \$3,250.00 | \$3,250.00 |
| 35 | 5010-108-D-0 | SERVICE, LONGSIDE, 2" | EACH | 1 | \$3,000.00 | \$3,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 |
| 36 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 4" | EACH | 12 | \$125.00 | \$1,500.00 | \$150.00 | \$1,800.00 | \$150.00 | \$1,800.00 |
| 37 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 6" | EACH | 12 | \$150.00 | \$1,800.00 | \$150.00 | \$1,800.00 | \$150.00 | \$1,800.00 |
| 38 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 8" | EACH | 24 | \$175.00 | \$4,200.00 | \$160.00 | \$3,840.00 | \$160.00 | \$3,840.00 |
| 39 | 5010-XX-2 | JOINT RESTRAINT GASKET, 6" | EACH | 4 | \$225.00 | \$900.00 | \$150.00 | \$600.00 | \$150.00 | \$600.00 |
| 40 | 5010-XX-2 | JOINT RESTRAINT GASKET, 8" | EACH | 37 | \$250.00 | \$9,250.00 | \$155.00 | \$5,735.00 | \$155.00 | \$5,735.00 |
| 41 | 5010-XX-3 | 8" NITRILE GASKETS | EACH | 66 | \$175.00 | \$11,550.00 | \$155.00 | \$10,230.00 | \$155.00 | \$10,230.00 |
| 42 | 5020-108-A-0 | VALVE, 8" MJ GATE W/ BOX | EACH | 15 | \$2,200.00 | \$33,000.00 | \$2,350.00 | \$35,250.00 | \$2,350.00 | \$35,250.00 |
| 43 | 5020-108-C-0 | FIRE HYDRANT ASSEMBLY | EACH | 6 | \$5,000.00 | \$30,000.00 | \$5,400.00 | \$32,400.00 | \$5,400.00 | \$32,400.00 |
| 44 | 5020-108-E-0 | VALVE BOX ADJUSTMENT | EACH | 1 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$300.00 | \$300.00 |
| 45 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 48" DIA. | EACH | 3 | \$4,000.00 | \$12,000.00 | \$4,000.00 | \$12,000.00 | \$4,000.00 | \$12,000.00 |
| 46 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 60" DIA. | EACH | 1 | \$4,500.00 | \$4,500.00 | \$4,850.00 | \$4,850.00 | \$4,850.00 | \$4,850.00 |
| 47 | 6010-108-A-0 | MANHOLE, SANITARY SEWER, SW-301, 48" DIA. | EACH | 2 | \$6,000.00 | \$12,000.00 | \$6,250.00 | \$12,500.00 | \$6,250.00 | \$12,500.00 |
| 48 | 6010-108-B-0 | INTAKE, SW-507 | EACH | 1 | \$5,600.00 | \$5,600.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 49 | 6010-108-B-0 | INTAKE, SW-508 | EACH | 1 | \$6,500.00 | \$6,500.00 | \$5,500.00 | \$5,500.00 | \$5,500.00 | \$5,500.00 |
| 50 | 6010-108-B-0 | INTAKE, SW-510 | EACH | 1 | \$10,000.00 | \$10,000.00 | \$7,250.00 | \$7,250.00 | \$7,250.00 | \$7,250.00 |
| 51 | 6010-108-B-0 | INTAKE, TYPE D | EACH | 19 | \$5,800.00 | \$110,200.00 | \$6,000.00 | \$114,000.00 | \$6,000.00 | \$114,000.00 |
| 52 | 6010-108-B-0 | INTAKE, TYPE C TOP & INSERT | EACH | 5 | \$3,200.00 | \$16,000.00 | \$3,500.00 | \$17,500.00 | \$3,200.00 | \$16,000.00 |
| 53 | 6010-108-B-0 | INTAKE, SINGLE FLAT INSERT | EACH | 2 | \$2,200.00 | \$4,400.00 | \$2,500.00 | \$5,000.00 | \$2,200.00 | \$4,400.00 |
| 54 | 6010-108-B-0 | INTAKE, DOUBLE FLAT INSERT | EACH | 1 | \$3,200.00 | \$3,200.00 | \$3,000.00 | \$3,000.00 | \$2,500.00 | \$2,500.00 |
| 55 | 6010-108-B-0 | INTAKE, TYPE B INSERT | EACH | 5 | \$2,000.00 | \$10,000.00 | \$2,250.00 | \$11,250.00 | \$1,800.00 | \$9,000.00 |
| 56 | 6010-108-B-0 | INTAKE, TYPE D INSERT | EACH | 9 | \$2,600.00 | \$23,400.00 | \$2,750.00 | \$24,750.00 | \$2,500.00 | \$22,500.00 |
| 57 | 6010-108-B-0 | INTAKE, RA-3 TOP & INSERT | EACH | 2 | \$3,200.00 | \$6,400.00 | \$2,500.00 | \$5,000.00 | \$1,800.00 | \$3,600.00 |
| 58 | 6010-108-B-0 | INTAKE, RA-5 TOP & INSERT | EACH | 8 | \$3,700.00 | \$29,600.00 | \$2,500.00 | \$20,000.00 | \$2,000.00 | \$16,000.00 |
| 59 | 6010-108-E-0 | MANHOLE, ADJUSTMENT, MINOR | EACH | 35 | \$1,500.00 | \$52,500.00 | \$1,500.00 | \$52,500.00 | \$2,850.00 | \$99,750.00 |
| 60 | 6010-108-F-0 | MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE) | EACH | 14 | \$2,500.00 | \$35,000.00 | \$2,500.00 | \$35,000.00 | \$2,400.00 | \$33,600.00 |
| 61 | 6010-108-H-0 | REMOVAL OF STORM MANHOLES AND INTAKES | EACH | 46 | \$1,000.00 | \$46,000.00 | \$500.00 | \$23,000.00 | \$500.00 | \$23,000.00 |
| 62 | 6010-108-H-0 | REMOVAL OF SANITARY MANHOLES | EACH | 2 | \$1,500.00 | \$3,000.00 | \$800.00 | \$1,600.00 | \$800.00 | \$1,600.00 |
| 63 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C" | S.Y. | 10613 | \$50.00 | \$530,650.00 | \$42.00 | \$445,746.00 | \$41.65 | \$442,031.45 |
| 64 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C" | S.Y. | 5178 | \$65.00 | \$336,570.00 | \$55.00 | \$284,790.00 | \$54.85 | \$284,013.30 |
| 65 | 7010-108-E-0 | CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III | L.F. | 515 | \$50.00 | \$25,750.00 | \$30.50 | \$15,707.50 | \$30.25 | \$15,578.75 |
| 66 | 7010-108-E-0 | CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 1105 | \$25.00 | \$27,625.00 | \$19.00 | \$20,995.00 | \$18.95 | \$20,939.75 |
| 67 | 7010-108-E-0 | CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 76 | \$60.00 | \$4,560.00 | \$55.00 | \$4,180.00 | \$53.00 | \$4,028.00 |
| 68 | 7010-XX-1 | 3000 LB, PCC MIX | C.Y. | 7 | \$520.00 | \$3,640.00 | \$600.00 | \$4,200.00 | \$550.00 | \$3,850.00 |
| 69 | 7020-108-A-0 | HMA, (ST), SURF., 1/2", PG58-28S | TON | 2686 | \$120.00 | \$322,320.00 | \$120.00 | \$322,320.00 | \$119.05 | \$319,768.30 |
| 70 | 7020-108-A-0 | HMA, (ST), BASE, 3/4", PG58-28S | TON | 2686 | \$120.00 | \$322,320.00 | \$119.00 | \$319,634.00 | \$118.25 | \$317,619.50 |
| 71 | 7030-108-A-0 | REMOVAL OF DRIVEWAY | S.Y. | 769 | \$9.00 | \$6,921.00 | \$8.00 | \$6,152.00 | \$8.00 | \$6,152.00 |
| 72 | 7030-108-A-0 | REMOVAL OF SIDEWALK | S.Y. | 1131 | \$9.00 | \$10,179.00 | \$8.00 | \$9,048.00 | \$8.00 | \$9,048.00 |
| 73 | 7030-108-E-0 | SIDEWALK, P.C.C., 4 IN., CLASS "C" | S.Y. | 1122 | \$45.00 | \$50,490.00 | \$43.00 | \$48,246.00 | \$48.00 | \$53,856.00 |
| 74 | 7030-108-E-0 | SIDEWALK, P.C.C., 6 IN., CLASS "C" | S.Y. | 281 | \$60.00 | \$16,860.00 | \$51.00 | \$14,331.00 | \$98.00 | \$27,538.00 |
| 75 | 7030-108-G-0 | DETECTABLE WARNINGS | S.F. | 482 | \$50.00 | \$24,100.00 | \$51.00 | \$24,582.00 | \$38.00 | \$18,316.00 |
| 76 | 7030-108-H-0 | DRIVEWAY, P.C.C., 6 IN., CLASS "C" | S.Y. | 644 | \$50.00 | \$32,200.00 | \$48.00 | \$30,912.00 | \$62.25 | \$40,089.00 |
| 77 | 7030-108-H-2 | GRANULAR SURFACING, 1-INCH ROADSTONE | TONS | 310 | \$35.00 | \$10,850.00 | \$30.00 | \$9,300.00 | \$24.75 | \$7,672.50 |
| 78 | 7040-108-A-0 | PATCH, P.C.C., FULL DEPTH, "M" MIX | S.Y. | 34 | \$300.00 | \$10,200.00 | \$225.00 | \$7,650.00 | \$160.00 | \$5,440.00 |
| 79 | 7040-108-C-0 | PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S | TONS | 20 | \$200.00 | \$4,000.00 | \$200.00 | \$4,000.00 | \$200.00 | \$4,000.00 |
| 80 | 7040-108-G-0 | MILLING | S.Y. | 4674 | \$37.75 | \$176,443.50 | \$30.00 | \$140,220.00 | \$28.25 | \$132,040.50 |
| 81 | 7040-108-H-0 | PAVEMENT REMOVAL, PCC | S.Y. | 15770 | \$7.00 | \$110,390.00 | \$6.50 | \$102,505.00 | \$5.90 | \$93,043.00 |
| 82 | 7040-108-H-0 | PAVEMENT REMOVAL, ACC | S.Y. | 8891 | \$7.00 | \$62,237.00 | \$5.00 | \$44,455.00 | \$4.00 | \$35,564.00 |
| 83 | 7040-108-I-0 | CURB AND GUTTER REMOVAL | L.F. | 1619 | \$12.00 | \$19,428.00 | \$10.00 | \$16,190.00 | \$15.00 | \$24,285.00 |
| 84 | 8010 | REMOVAL OF TRAFFIC SIGNALIZATION | LS | 1 | \$10,000.00 | \$10,000.00 | \$7,500.00 | \$7,500.00 | \$6,000.00 | \$6,000.00 |
| 85 | 8020-108-B-0 | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE | STA. | 44 | \$45.00 | \$1,980.00 | \$100.00 | \$4,400.00 | \$80.00 | \$3,520.00 |
| 86 | 8020-108-G-0 | PAINTED SYMBOLS AND LEGENDS | EACH | 18 | \$75.00 | \$1,350.00 | \$75.00 | \$1,350.00 | \$60.00 | \$1,080.00 |
| 87 | 8020 | STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED | L.S. | 3 | \$3,000.00 | \$9,000.00 | \$2,500.00 | \$7,500.00 | \$2,800.00 | \$8,400.00 |
| 88 | 8020-XX-1 | STREET SIGNS (SIGNS, POST, & RECIEVER) | EACH | 43 | \$500.00 | \$21,500.00 | \$250.00 | \$10,750.00 | \$245.00 | \$10,535.00 |
| 89 | 8030-108-A-0 | TEMPORARY TRAFFIC CONTROL | L.S. | 1 | \$50,000.00 | \$50,000.00 | \$65,000.00 | \$65,000.00 | \$60,000.00 | \$60,000.00 |
| 90 | 9010-108-B-0 | SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING | S.F. | 6715 | \$0.85 | \$5,707.75 | \$0.30 | \$2,014.50 | \$0.25 | \$1,678.75 |
| 91 | 9020-108-A-0 | SOD | S.F. | 53466 | \$1.00 | \$53,466.00 | | | | |

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

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

DATE: March 26th, 2021

SUBJECT: 2021 Street Construction Project
Project No. RC-000-3227
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc for the construction of the 2021 Street Construction Project.

The Department of Public Works recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the 2021 Street Construction Project. This project involves the full removal and replacement of four (4) streets and HMA restoration on nine (9) streets. In addition the project includes significant PCC patching to repair Millenium Drive.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 STREET CONSTRUCTION PROJECT, Project No. RC-000-3227 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 1st day of March, 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-000-3227 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107398349

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Million Twenty Eight Thousand Three Hundred Ninety Five Dollars and Fifty Cents (\$ 4,028,395.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Street Construction Project
Paving/ Subdrainage
Project RC-000-3227**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation accruing to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3227

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

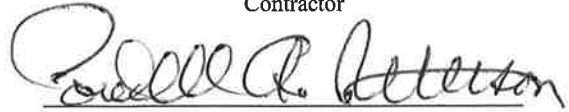
PRINCIPAL:

Not Applicable

Peterson Contractors, Inc.

Signature of Agent

Contractor

By: 

Signature

president

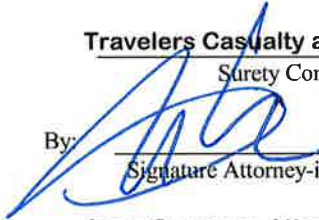
Title

Printed Name of Agent

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By: 

Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

FORM APPROVED BY:

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukeego** **Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2021

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 LSB Financial Services 219 Main St Cedar Falls, IA 50613 | CONTACT NAME: PHONE (A/C, No, Ext): (319) 874-4242 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: info@mylsb.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| INSURED Peterson Contractors, Inc. 104 Blackhawk St PO Box A Reinbeck, IA 50669 | INSURER A : Greenwich Insurance Company | | 22322 |
| | INSURER B : National Fire & Marine | | 20079 |
| | INSURER C : XL Specialty Insurance Company | | 37885 |
| | INSURER D : Zurich American Ins Co | | 16535 |
| | INSURER E : INSURER F : | | |

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 | X | X | CGD7459902 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Blanket Contractual | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> XCU Coverage | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | | GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY | X | X | CAS7459903 | 7/1/2020 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | X | X | 42-XSF-100514-05 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 1,000,000 |
| DED RETENTION \$ | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | X | CWD7459901 | 7/1/2020 | 7/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D Leased/Rented Equipm | | | CPP9267064-10 | 7/1/2020 | 7/1/2021 | Leased/Rented Equipm | 5,000,000 |
| D Equipment Floater | | | CPP9267064-10 | 7/1/2020 | 7/1/2021 | Cargo | 2,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: J9129 2021 Cedar Falls Street Reconstruction
 The City of Cedar Falls is listed as additional insured per contract requirements. Governmental Immunities Endorsement attached.

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

Zach Council

ENDORSEMENT #029

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of
 Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company

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

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

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

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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 other terms and conditions remain unchanged.

ENDORSEMENT #030

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of
 Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company

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

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

Location and Description of Completed Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

ENDORSEMENT #031

This endorsement, effective 12:01 a.m., July 1, 2020, forms a part of
 Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.
 by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

**CITY OF DES MOINES, IOWA
 CITY OF CEDAR RAPIDS, IOWA
 CITY OF CORALVILLE, IOWA
 CITY OF CEDAR FALLS, IOWA
 CITY OF DUBUQUE, IOWA**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

1. **Cancellation and Material Change**

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

2. **Additional Insured**

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. 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.

3. Government Immunities

- A. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. 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.
- C. Assertion of Governmental Immunity. The Jurisdiction 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 Jurisdiction.
- D. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
- E. No Other Change in Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2020

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

POLICY NUMBER: CGD7459902

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**FORM OF PROPOSAL
2021 STREET CONSTRUCTION PROJECT
PROJECT NO. RC-000-3227
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

PETERSON CONTRACTORS INC.

The undersigned hereby certifies that PETERSON CONTRACTORS INC. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 STREET CONSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

| BID ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------|---|-------|----------|---|----------------|
| 1. | CLEARING AND GRUBBING | L.S. | 1.0 | <i>SEE ATTACHED COMPUTER GENERATED FORM</i> | |
| 2. | OFF-SITE TOPSOIL | C.Y. | 1117 | | |
| 3. | EXCAVATION, CLASS 10, ROADWAY WASTE | C.Y. | 5488 | | |
| 4. | EXCAVATION, CLASS 12, BOULDERS | C.Y. | 25 | | |
| 5. | BELOW GRADE EXCAVATION (CORE OUT) | C.Y. | 520 | | |
| 6. | SUBGRADE PREPARATION | STA. | 33 | | |
| 7. | SUBGRADE TREATMENT, GEOGRID TENSAR TX-160 | S.Y. | 8707 | | |
| 8. | SUBBASE, MODIFIED, 6 IN. | S.Y. | 2253 | | |
| 9. | SUBBASE, MODIFIED, 12 IN. | S.Y. | 15568 | | |
| 10. | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL | TONS | 3210 | | |

| BID ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------|--|-------|----------|------------|----------------|
| 11. | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS | L.F. | 130 | | |
| 12. | SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS | L.F. | 72 | | |
| 13. | SANITARY SEWER SERVICE STUB, 4" SDR 23.5 | L.F. | 5 | | |
| 14. | REMOVAL SANITARY SEWER | L.F. | 202 | | |
| 15. | STORM SEWER, TRENCHED, 15 IN. HDPE | L.F. | 1106 | | |
| 16. | STORM SEWER, TRENCHED, 15 IN. RCP, 2000D | L.F. | 276 | | |
| 17. | STORM SEWER, TRENCHED, 18 IN. HDPE | L.F. | 175 | | |
| 18. | STORM SEWER, TRENCHED, 24 IN. HDPE | L.F. | 289 | | |
| 19. | STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D | L.F. | 28 | | |
| 20. | STORM SEWER, TRENCHED, 30 IN. HDPE | L.F. | 78 | | |
| 21. | STORM SEWER, TRENCHED, 36 IN. HDPE | L.F. | 243 | | |
| 22. | SPECIAL PIPE CONNECTIONS, SW-211 | EACH | 2 | | |
| 23. | REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | L.F. | 4796 | | |
| 24. | SUBDRAIN, PERFORATED, 6 IN. | L.F. | 4040 | | |
| 25. | SUBDRAIN, OUTLET, 6 IN. C.M.P. | EACH | 22 | | |
| 26. | SUBDRAIN, SUMP PUMP TAP | EACH | 45 | | |
| 27. | FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR | L.F. | 40 | | |
| 28. | WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 60 | | |
| 29. | WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 40 | | |
| 30. | WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 2460 | | |
| 31. | FITTINGS, DUCTILE IRON | LBS. | 5200 | | |
| 32. | SERVICE SHORTSIDE, 3/4" | EACH | 22 | | |
| 33. | SERVICE, LONGSIDE, 3/4" | EACH | 13 | | |
| 34. | SERVICE, SHORTSIDE, 2" | EACH | 1 | | |
| 35. | SERVICE, LONGSIDE, 2" | EACH | 1 | | |
| 36. | MECHANICAL JOINT RESTRAINT, 4" | EACH | 12 | | |
| 37. | MECHANICAL JOINT RESTRAINT, 6" | EACH | 12 | | |
| 38. | MECHANICAL JOINT RESTRAINT, 8" | EACH | 24 | | |

| BID ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------|---|-------|----------|------------|----------------|
| 39. | JOINT RESTRAINT GASKET, 6" | EACH | 4 | | |
| 40. | JOINT RESTRAINT GASKET, 8" | EACH | 37 | | |
| 41. | 8" NITRILE GASKETS | EACH | 66 | | |
| 42. | VALVE, 8" MJ GATE W/ BOX | EACH | 15 | | |
| 43. | FIRE HYDRANT ASSEMBLY | EACH | 6 | | |
| 44. | VALVE BOX ADJUSTMENT | EACH | 1 | | |
| 45. | MANHOLE, STORM SEWER, SW-401, 48" DIA. | EACH | 3 | | |
| 46. | MANHOLE, STORM SEWER, SW-401, 60" DIA. | EACH | 1 | | |
| 47. | MANHOLE, SANITARY SEWER, SW-301, 48" DIA. | EACH | 2 | | |
| 48. | INTAKE, SW-507 | EACH | 1 | | |
| 49. | INTAKE, SW-508 | EACH | 1 | | |
| 50. | INTAKE, SW-510 | EACH | 1 | | |
| 51. | INTAKE, TYPE D | EACH | 19 | | |
| 52. | INTAKE, TYPE C TOP & INSERT | EACH | 5 | | |
| 53. | INTAKE, SINGLE FLAT INSERT | EACH | 2 | | |
| 54. | INTAKE, DOUBLE FLAT INSERT | EACH | 1 | | |
| 55. | INTAKE, TYPE B INSERT | EACH | 5 | | |
| 56. | INTAKE, TYPE D INSERT | EACH | 9 | | |
| 57. | INTAKE, RA-3 TOP & INSERT | EACH | 2 | | |
| 58. | INTAKE, RA-5 TOP & INSERT | EACH | 8 | | |
| 59. | MANHOLE, ADJUSTMENT, MINOR | EACH | 35 | | |
| 60. | MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE) | EACH | 14 | | |
| 61. | REMOVAL OF STORM MANHOLES AND INTAKES | EACH | 46 | | |
| 62. | REMOVAL OF SANITARY MANHOLES | EACH | 2 | | |
| 63. | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C" | S.Y. | 10613 | | |
| 64. | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C" | S.Y. | 5178 | | |
| 65. | CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III | L.F. | 515 | | |
| 66. | CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 1105 | | |

| BID ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------|--|-------|----------|------------|----------------|
| 67. | CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 76 | | |
| 68. | 3000 LB, PCC MIX | C.Y. | 7 | | |
| 69. | HMA, (ST), SURF., 1/2", PG58-28S | TON | 2686 | | |
| 70. | HMA, (ST), BASE, 3/4", PG58-28S | TON | 2686 | | |
| 71. | REMOVAL OF DRIVEWAY | S.Y. | 769 | | |
| 72. | REMOVAL OF SIDEWALK | S.Y. | 1131 | | |
| 73. | SIDEWALK, P.C.C., 4 IN., CLASS "C" | S.Y. | 1122 | | |
| 74. | SIDEWALK, P.C.C., 6 IN., CLASS "C" | S.Y. | 281 | | |
| 75. | DETECTABLE WARNINGS | S.F. | 482 | | |
| 76. | DRIVEWAY, P.C.C., 6 IN., CLASS "C" | S.Y. | 644 | | |
| 77. | GRANULAR SURFACING, 1-INCH ROADSTONE | TONS | 310 | | |
| 78. | PATCH, P.C.C., FULL DEPTH, "M" MIX | S.Y. | 34 | | |
| 79. | PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S | TONS | 20 | | |
| 80. | MILLING | S.Y. | 4674 | | |
| 81. | PAVEMENT REMOVAL, PCC | S.Y. | 15770 | | |
| 82. | PAVEMENT REMOVAL, ACC | S.Y. | 8891 | | |
| 83. | CURB AND GUTTER REMOVAL | L.F. | 1619 | | |
| 84. | REMOVAL OF TRAFFIC SIGNALIZATION | LS | 1 | | |
| 85. | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE | STA. | 44 | | |
| 86. | PAINTED SYMBOLS AND LEGENDS | EACH | 18 | | |
| 87. | STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED | L.S. | 3 | | |
| 88. | STREET SIGNS (SIGNS, POST, & RECIEVER) | EACH | 43 | | |
| 89. | TEMPORARY TRAFFIC CONTROL | L.S. | 1 | | |
| 90. | SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC | S.F. | 6715 | | |
| 91. | SOD | S.F. | 53466 | | |
| 92. | STORMWATER POLLUTION PREVENTION PLAN (SWPPP). | LS | 1 | | |
| 93. | WATTLES, 9IN. STRAW | L.F. | 7008 | | |
| 94. | WATTLES, MAINTENANCE AND REMOVAL | L.F. | 7008 | | |

| BID ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|------------|--|-------|----------|------------|----------------|
| 95. | INLET PROTECTION DEVICE, INSTALLATION | EACH | 85 | | |
| 96. | INLET PROTECTION DEVICE, MAINTENANCE | EACH | 85 | | |
| 97. | MOBILIZATION | L.S. | 1 | | |
| 98. | MAILBOXES, RELOCATE & REINSTALL (PER POST) | EACH | 25 | | |
| 99. | CONCRETE WASHOUT | LS | 1 | | |

TOTAL CONSTRUCTION BASE BID: \$ SEE ATTACHED

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-99). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be entered digitally on the QuestCDN proposal. In addition the remainder of the Form of Proposal is to be filled in ink. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of BID BOND, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 3/22/21

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
PETERSON CONTRACTORS INC

104 BLACKHAWK ST.

Official Address

REINBECK, IA 50069



By

ESTIMATOR / PM

Title

2021 Street Construction Project (#7622150)
Owner: Cedar Falls IA, City of
Solicitor: Cedar Falls IA, City of
03/23/2021 02:00 PM CDT
Base Bid

| Line Item | Item Code | Item Description | Units | Peterson Contractors Inc | | |
|-----------|--------------|---|-------|--------------------------|------------|--------------|
| | | | | Quantity | Unit Price | Extension |
| 1 | 2010-108-C-0 | CLEARING AND GRUBBING | L.S. | 1 | \$8,500.00 | \$8,500.00 |
| 2 | 2010-108-D-3 | OFF-SITE TOPSOIL | C.Y. | 1117 | \$25.00 | \$27,925.00 |
| 3 | 2010-108-E-0 | EXCAVATION, CLASS 10, ROADWAY, WASTE | C.Y. | 5488 | \$12.50 | \$68,600.00 |
| 4 | 2010-108-E-0 | EXCAVATION, CLASS 12, BOULDERS | C.Y. | 25 | \$30.00 | \$750.00 |
| 5 | 2010-108-F-0 | BELOW GRADE EXCAVATION (CORE OUT) | C.Y. | 520 | \$12.50 | \$6,500.00 |
| 6 | 2010-108-G-0 | SUBGRADE PREPARATION | STA. | 33 | \$250.00 | \$8,250.00 |
| 7 | 2010-108-H-0 | SUBGRADE TREATMENT, GEOGRID TENSAR TX-160 | S.Y. | 8707 | \$7.50 | \$65,302.50 |
| 8 | 2010-108-I-0 | SUBBASE, MODIFIED, 6 IN. | S.Y. | 2253 | \$8.50 | \$19,150.50 |
| 9 | 2010-108-I-0 | SUBBASE, MODIFIED, 12 IN. | S.Y. | 15568 | \$16.00 | \$249,088.00 |
| 10 | 3010-108-D-0 | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL | TONS | 3210 | \$28.50 | \$91,485.00 |
| 11 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE | L.F. | 130 | \$175.00 | \$22,750.00 |
| 12 | 4010-108-A-1 | SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE | L.F. | 72 | \$140.00 | \$10,080.00 |
| 13 | 4010-108-E-0 | SANITARY SEWER SERVICE STUB, 4" SDR 23.5 | L.F. | 5 | \$250.00 | \$1,250.00 |
| 14 | 4010-108-H-1 | REMOVAL SANITARY SEWER | L.F. | 202 | \$10.00 | \$2,020.00 |
| 15 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. HDPE | L.F. | 1106 | \$53.00 | \$58,618.00 |
| 16 | 4020-108-A-1 | STORM SEWER, TRENCHED, 15 IN. RCP, 2000D | L.F. | 276 | \$75.00 | \$20,700.00 |
| 17 | 4020-108-A-1 | STORM SEWER, TRENCHED, 18 IN. HDPE | L.F. | 175 | \$59.00 | \$10,325.00 |
| 18 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. HDPE | L.F. | 289 | \$66.00 | \$19,074.00 |
| 19 | 4020-108-A-1 | STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D | L.F. | 28 | \$87.00 | \$2,436.00 |
| 20 | 4020-108-A-1 | STORM SEWER, TRENCHED, 30 IN. HDPE | L.F. | 78 | \$93.00 | \$7,254.00 |
| 21 | 4020-108-A-1 | STORM SEWER, TRENCHED, 36 IN. HDPE | L.F. | 243 | \$94.00 | \$22,842.00 |
| 22 | 4020-211 | SPECIAL PIPE CONNECTIONS, SW-211 | EACH | 2 | \$500.00 | \$1,000.00 |
| 23 | 4020-108-D-1 | REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. | L.F. | 4796 | \$8.00 | \$38,368.00 |
| 24 | 4040-108-A-0 | SUBDRAIN, PERFORATED, 6 IN. | L.F. | 4040 | \$12.00 | \$48,480.00 |
| 25 | 4040-108-D-0 | SUBDRAIN, OUTLET, 6 IN. C.M.P. | EACH | 22 | \$250.00 | \$5,500.00 |
| 26 | 4040-108-D-0 | SUBDRAIN, SUMP PUMP TAP | EACH | 45 | \$325.00 | \$14,625.00 |
| 27 | 4040-108-A-0 | FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR | L.F. | 40 | \$20.00 | \$800.00 |
| 28 | 5010-108-A-1 | WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 60 | \$65.00 | \$3,900.00 |
| 29 | 5010-108-A-1 | WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 40 | \$70.00 | \$2,800.00 |
| 30 | 5010-108-A-1 | WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED) | L.F. | 2460 | \$72.00 | \$177,120.00 |
| 31 | 5010-108-C-2 | FITTINGS, DUCTILE IRON | LBS. | 5200 | \$10.00 | \$52,000.00 |
| 32 | 5010-108-D-0 | SERVICE SHORTSIDE, 3/4" | EACH | 22 | \$1,750.00 | \$38,500.00 |
| 33 | 5010-108-D-0 | SERVICE, LONGSIDE, 3/4" | EACH | 13 | \$2,500.00 | \$32,500.00 |
| 34 | 5010-108-D-0 | SERVICE, SHORTSIDE, 2" | EACH | 1 | \$3,250.00 | \$3,250.00 |
| 35 | 5010-108-D-0 | SERVICE, LONGSIDE, 2" | EACH | 1 | \$4,000.00 | \$4,000.00 |
| 36 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 4" | EACH | 12 | \$150.00 | \$1,800.00 |
| 37 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 6" | EACH | 12 | \$150.00 | \$1,800.00 |
| 38 | 5010-XX-1 | MECHANICAL JOINT RESTRAINT, 8" | EACH | 24 | \$160.00 | \$3,840.00 |
| 39 | 5010-XX-2 | JOINT RESTRAINT GASKET, 6" | EACH | 4 | \$150.00 | \$600.00 |
| 40 | 5010-XX-2 | JOINT RESTRAINT GASKET, 8" | EACH | 37 | \$155.00 | \$5,735.00 |
| 41 | 5010-XX-3 | 8" NITRILE GASKETS | EACH | 66 | \$155.00 | \$10,230.00 |
| 42 | 5020-108-A-0 | VALVE, 8" MJ GATE W/ BOX | EACH | 15 | \$2,350.00 | \$35,250.00 |
| 43 | 5020-108-C-0 | FIRE HYDRANT ASSEMBLY | EACH | 6 | \$5,400.00 | \$32,400.00 |
| 44 | 5020-108-E-0 | VALVE BOX ADJUSTMENT | EACH | 1 | \$500.00 | \$500.00 |
| 45 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 48" DIA. | EACH | 3 | \$4,000.00 | \$12,000.00 |
| 46 | 6010-108-A-0 | MANHOLE, STORM SEWER, SW-401, 60" DIA. | EACH | 1 | \$4,850.00 | \$4,850.00 |
| 47 | 6010-108-A-0 | MANHOLE, SANITARY SEWER, SW-301, 48" DIA. | EACH | 2 | \$6,250.00 | \$12,500.00 |
| 48 | 6010-108-B-0 | INTAKE, SW-507 | EACH | 1 | \$5,000.00 | \$5,000.00 |
| 49 | 6010-108-B-0 | INTAKE, SW-508 | EACH | 1 | \$5,500.00 | \$5,500.00 |
| 50 | 6010-108-B-0 | INTAKE, SW-510 | EACH | 1 | \$7,250.00 | \$7,250.00 |
| 51 | 6010-108-B-0 | INTAKE, TYPE D | EACH | 19 | \$6,000.00 | \$114,000.00 |
| 52 | 6010-108-B-0 | INTAKE, TYPE C TOP & INSERT | EACH | 5 | \$3,500.00 | \$17,500.00 |
| 53 | 6010-108-B-0 | INTAKE, SINGLE FLAT INSERT | EACH | 2 | \$2,500.00 | \$5,000.00 |
| 54 | 6010-108-B-0 | INTAKE, DOUBLE FLAT INSERT | EACH | 1 | \$3,000.00 | \$3,000.00 |
| 55 | 6010-108-B-0 | INTAKE, TYPE B INSERT | EACH | 5 | \$2,250.00 | \$11,250.00 |
| 56 | 6010-108-B-0 | INTAKE, TYPE D INSERT | EACH | 9 | \$2,750.00 | \$24,750.00 |
| 57 | 6010-108-B-0 | INTAKE, RA-3 TOP & INSERT | EACH | 2 | \$2,500.00 | \$5,000.00 |
| 58 | 6010-108-B-0 | INTAKE, RA-5 TOP & INSERT | EACH | 8 | \$2,500.00 | \$20,000.00 |
| 59 | 6010-108-E-0 | MANHOLE, ADJUSTMENT, MINOR | EACH | 35 | \$1,500.00 | \$52,500.00 |
| 60 | 6010-108-F-0 | MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE) | EACH | 14 | \$2,500.00 | \$35,000.00 |
| 61 | 6010-108-H-0 | REMOVAL OF STORM MANHOLES AND INTAKES | EACH | 46 | \$500.00 | \$23,000.00 |
| 62 | 6010-108-H-0 | REMOVAL OF SANITARY MANHOLES | EACH | 2 | \$800.00 | \$1,600.00 |
| 63 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C" | S.Y. | 10613 | \$42.00 | \$445,746.00 |
| 64 | 7010-108-A-0 | PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C" | S.Y. | 5178 | \$55.00 | \$284,790.00 |
| 65 | 7010-108-E-0 | CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III | L.F. | 515 | \$30.50 | \$15,707.50 |
| 66 | 7010-108-E-0 | CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 1105 | \$19.00 | \$20,995.00 |
| 67 | 7010-108-E-0 | CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III | L.F. | 76 | \$55.00 | \$4,180.00 |
| 68 | 7010-XX-1 | 3000 LB, PCC MIX | C.Y. | 7 | \$600.00 | \$4,200.00 |
| 69 | 7020-108-A-0 | HMA, (ST), SURF, 1/2", PG58-28S | TON | 2686 | \$120.00 | \$322,320.00 |
| 70 | 7020-108-A-0 | HMA, (ST), BASE, 3/4", PG58-28S | TON | 2686 | \$119.00 | \$319,634.00 |
| 71 | 7030-108-A-0 | REMOVAL OF DRIVEWAY | S.Y. | 769 | \$8.00 | \$6,152.00 |
| 72 | 7030-108-A-0 | REMOVAL OF SIDEWALK | S.Y. | 1131 | \$8.00 | \$9,048.00 |
| 73 | 7030-108-E-0 | SIDEWALK, P.C.C., 4 IN., CLASS "C" | S.Y. | 1122 | \$43.00 | \$48,246.00 |
| 74 | 7030-108-E-0 | SIDEWALK, P.C.C., 6 IN., CLASS "C" | S.Y. | 281 | \$51.00 | \$14,331.00 |
| 75 | 7030-108-G-0 | DETECTABLE WARNINGS | S.F. | 482 | \$51.00 | \$24,582.00 |
| 76 | 7030-108-H-0 | DRIVEWAY, P.C.C., 6 IN., CLASS "C" | S.Y. | 644 | \$48.00 | \$30,912.00 |
| 77 | 7030-108-H-2 | GRANULAR SURFACING, 1-INCH ROADSTONE | TONS | 310 | \$30.00 | \$9,300.00 |
| 78 | 7040-108-A-0 | PATCH, P.C.C., FULL DEPTH, "M" MIX | S.Y. | 34 | \$225.00 | \$7,650.00 |
| 79 | 7040-108-C-0 | PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S | TONS | 20 | \$200.00 | \$4,000.00 |

| | | | | | | |
|------------------------|---------------|--|------|-------|--------------|-----------------------|
| 80 | 7040-108-G-0 | MILLING | S.Y. | 4674 | \$30.00 | \$140,220.00 |
| 81 | 7040-108-H-0 | PAVEMENT REMOVAL, PCC | S.Y. | 15770 | \$6.50 | \$102,505.00 |
| 82 | 7040-108-H-0 | PAVEMENT REMOVAL, ACC | S.Y. | 8891 | \$5.00 | \$44,455.00 |
| 83 | 7040-108-I-0 | CURB AND GUTTER REMOVAL | L.F. | 1619 | \$10.00 | \$16,190.00 |
| 84 | 8010 | REMOVAL OF TRAFFIC SIGNALIZATION | LS | 1 | \$7,500.00 | \$7,500.00 |
| 85 | 8020-108-B-0 | PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE | STA. | 44 | \$100.00 | \$4,400.00 |
| 86 | 8020-108-G-0 | PAINTED SYMBOLS AND LEGENDS | EACH | 18 | \$75.00 | \$1,350.00 |
| 87 | 8020 | STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED | L.S. | 3 | \$2,500.00 | \$7,500.00 |
| 88 | 8020-XX-1 | STREET SIGNS (SIGNS, POST, & RECIEVER) | EACH | 43 | \$250.00 | \$10,750.00 |
| 89 | 8030-108-A-0 | TEMPORARY TRAFFIC CONTROL | L.S. | 1 | \$65,000.00 | \$65,000.00 |
| 90 | 9010-108-B-0 | SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING | S.F. | 6715 | \$0.30 | \$2,014.50 |
| 91 | 9020-108-A-0 | SOD | S.F. | 53466 | \$0.75 | \$40,099.50 |
| 92 | 9040-108-A-2 | STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT | LS | 1 | \$15,000.00 | \$15,000.00 |
| 93 | 9040-108-D-1A | WATTLES, 9IN. STRAW | L.F. | 7008 | \$2.00 | \$14,016.00 |
| 94 | 9040-108-D-2A | WATTLES, MAINTENANCE AND REMOVAL | L.F. | 7008 | \$0.50 | \$3,504.00 |
| 95 | 9040-108-T-1 | INLET PROTECTION DEVICE, INSTALLATION | EACH | 85 | \$150.00 | \$12,750.00 |
| 96 | 9040-108-T-2 | INLET PROTECTION DEVICE, MAINTENANCE | EACH | 85 | \$50.00 | \$4,250.00 |
| 97 | 11020-108-A-0 | MOBILIZATION | L.S. | 1 | \$345,000.00 | \$345,000.00 |
| 98 | 11030-XX-1 | MAILBOXES, RELOCATE & REINSTALL (PER POST) | EACH | 25 | \$500.00 | \$12,500.00 |
| 99 | 11050-108-A-0 | CONCRETE WASHOUT | LS | 1 | \$10,000.00 | \$10,000.00 |
| Base Bid Total: | | | | | | \$4,028,395.50 |

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 31, 2021

SUBJECT: 2021 Sanitary Sewer Rehabilitation
Project No. SA-000-3253
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance with Municipal Pipe Tool Co., LLC for the construction of the 2021 Sanitary Sewer Rehabilitation Project.

The Department of Public Works recommends approving and executing the contract with Municipal Pipe for the construction of the 2021 Sanitary Sewer Rehabilitation Project. This project will provide lining of existing pipes within the sewer network and associated connections.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2021 SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA – 000 – 3253 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 15th day of February, 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said 2021 SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond

- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Shawn Waschhat
Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor City of Cedar Falls

Attest: _____
Jacqueline Danielsen, CMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC591273

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the “Contractor” or “Principal” and **Merchants Bonding Company (Mutual)** as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Ninety-Eight Thousand, One Hundred Eighty Nine Dollars (\$ 198,189.90)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2021 Sanitary Sewer Rehabilitation Project No. SA-000-3253

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SA-000-3253

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

PRINCIPAL:

Not Required

Signature of Agent

Municipal Pipe Tool Co., LLC

Contractor

By: Shawn Waschkat
Signature

COO
Title

Printed Name of Agent

SURETY:

Company Name

Merchants Bonding Company (Mutual)

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Company Address

City, State, Zip Code

Dione R. Young, Attorney-in-Fact & IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

FORM APPROVED BY:

Waukee, IA 50263

City, State, Zip Code

Attorney for Owner

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Item 31.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dione R. Young

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 5th day of March, 2020.

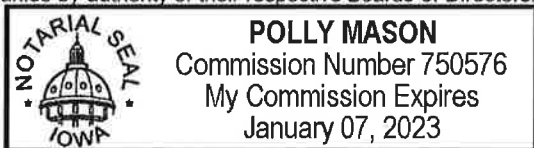


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2021.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) Item 31.
 3/22/2021

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 The Horton Group 10320 Orland Parkway Orland Park IL 60467 | CONTACT NAME: Certificates Team | |
| | PHONE (A/C, No, Ext): 708-845-3917 | FAX (A/C, No): |
| E-MAIL ADDRESS: constructioncerts@thehortongroup.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Illinois Union Insurance Company | | 27960 |
| INSURER B : Amerisure Insurance Company | | 19488 |
| INSURER C : Hanover Insurance Company | | 22292 |
| INSURER D : Travelers Property & Casualty Company of America | | 25674 |
| INSURER E : | | |
| INSURER F : | | |

INSURED MUNIC-5
 Municipal Pipe Tool Co., LLC
 515 Fifth Street
 Hudson IA 50643

COVERAGES CERTIFICATE NUMBER: 34796964 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|--|-----------|----------|---------------------------------------|----------------------------------|----------------------------------|---|
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Y | Y | GL21023070 | 8/3/2020 | 8/3/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | Y | Y | CA21023080 | 8/3/2020 | 8/3/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | Y | ZUP-91N17779-19-NF | 8/3/2020 | 8/3/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N / N/A | Y | N/A | WC21062790 | 8/3/2020 | 8/3/2021 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 |
| A C B | Contractors Pollution Leased/Rented Equip, Special/RC Garagekeepers | Y | Y | G28116871 RHCD238711 CA21023080 | 8/3/2020 8/3/2020 8/3/2020 | 8/3/2021 8/3/2021 8/3/2021 | \$2,000,000 Occ. \$200,000 Per Item \$800,000 Comp/Coll \$2,000,000 Agg. \$2,500 Ded. \$500 Ded. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Builder Risk Policy #MIM 1034102-50; Jobsite Limit: \$2,470,016, Deductible: \$2,500; Catastrophe Limit: \$2,470,016; Effective Dates: 4/15/2020 to 4/15/2021

Additional insured on a primary and non-contributory basis with respect to the general liability coverage and auto liability only when required by written contract. Waivers of Subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.
 RE: 2021 Sanitary Sewer Rehabilitation Project
 Project No. SA - 000 - 3253
 Additional Insured: City of Cedar Falls

| | |
|---|--|
| CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IL 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 No. CA21023080302

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| | | |
|---|---|--|
| Policy Number GL 21023070401 | Agency Number 0295493 | Policy Effective Date 08/03/2020 |
| Policy Expiration Date 08/03/2021 | Date 08/25/2020 | Account Number 20041011 |
| Named Insured MUNICIPAL PIPE TOOL CO, . LLC | Agency THE HORTON GROUP, INC. | Issuing Company AMERISURE INSURANCE COMPANY |

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

Includes copyrighted material of Insurance Services Office, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

This endorsement is not applicable in Wisconsin.

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **8/3/2020** Policy No. **WC21023100** Endorsement No.

Insured Premium \$

Insurance Company Countersigned by _____


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 31st, 2021

SUBJECT: Prairie Winds 5th Addition
 Final Acceptance of Improvements
 Project No. SU-196-3161

Construction work has been completed on the public improvements in the Prairie Winds 5th Addition. The project was designed by Clapsaddle-Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, Panther Farms, LLC, and the Final Plat for the Prairie Winds 5th Addition.

The Prairie Winds 5th Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the Prairie Winds 5th Addition.

Matthew Tolan, EI, Civil Engineer II

March 31, 2021

Date

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

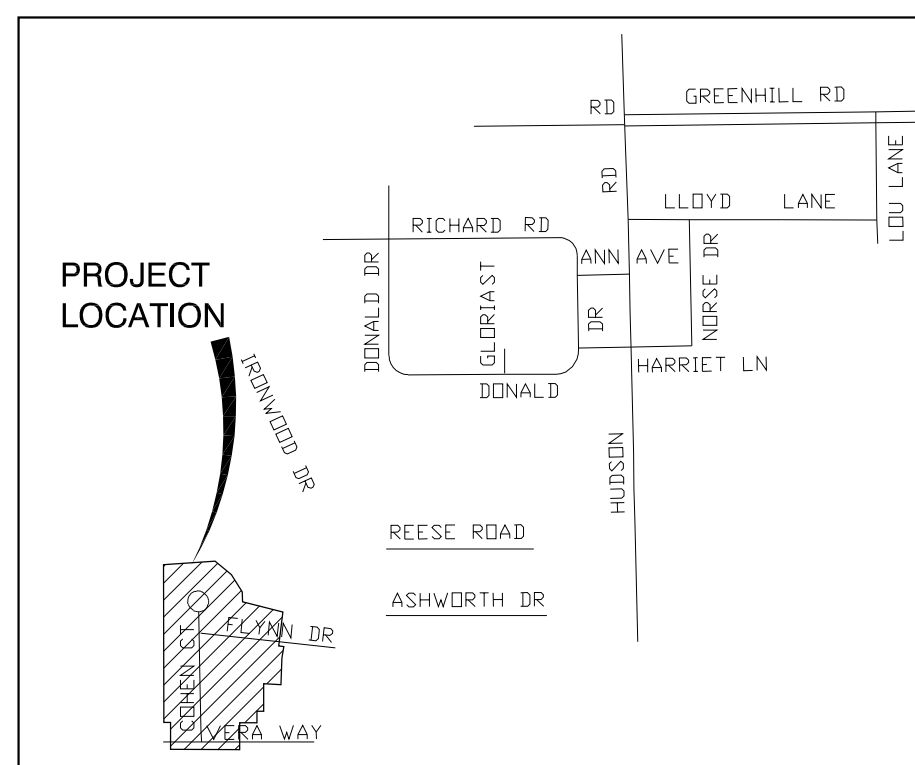
FINAL PLAT PRAIRIE WINDS 5TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC
ID CAP #17162
- () RECORDED AS
PUE PUBLIC UTILITY EASEMENT

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA
STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN
10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.



VICINITY MAP

NOT TO SCALE

LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
TRAVIS R. STEWART, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

OWNER/DEVELOPER

PANTHER FARMS L.L.C.
% BRIAN WINGERT
604 CLAY STREET
CEDAR FALLS, IOWA 50613

ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

SHEET INDEX

| | |
|-----------|-------------|
| SHEET NO. | COVER SHEET |
| 1 AND 3 | FINAL PLAT |

DESCRIPTION:

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE, S89°45'20"E 373.98' ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE, N0°08'27"W 140.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 34.37' ALONG SAID SOUTH RIGHT OF WAY; THENCE, N0°14'39"E 60.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N0°08'27"W 762.19'; THENCE, N86°08'20"E 268.28'; THENCE, S50°42'18"E 109.67'; THENCE, S32°07'43"E 108.22'; THENCE, S2°40'30"E 50.58'; THENCE, S75°37'18"E 216.76' TO THE NORTHWEST CORNER OF LOT 35 OF A CERTAIN PARCEL OF LAND DESCRIBED AS PRAIRIE WINDS 1ST ADDITION AND RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S7°02'00"W 177.24' ALONG THE WEST LINE OF LOTS 35 AND 36 OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 36, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF FLYNN DRIVE; THENCE, SOUTHEASTERLY 25.73' ALONG THE ARC OF A 3861.05' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S80°17'29"E AND A CHORD DISTANCE OF 25.73' ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE; THENCE, S9°31'02"W 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE, ALSO BEING THE NORTHWEST CORNER OF LOT 37 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, S1°54'47"W 138.67' ALONG THE WEST LINE OF SAID LOT 37 THE SOUTHWEST CORNER OF SAID LOT 37, ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N86°25'00"W 90.19' ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE, S0°08'27"E 144.65' ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 36.03' ALONG THE NORTH RIGHT OF WAY LINE OF SAID VERA WAY; THENCE, S0°08'27"E 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID VERA WAY, ALSO BEING ON THE NORTH LINE OF TRACT "C" OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N89°45'16"W 90.00' ALONG THE NORTH LINE OF SAID TRACT "C" TO THE NORTHWEST CORNER OF SAID TRACT "C"; THENCE, S0°08'27"E 140.00' ALONG THE WEST LINE OF SAID TRACT "C" TO THE SOUTHWEST CORNER OF SAID TRACT "C", ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, N89°45'20"W 360.00' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.14 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LINE DATA

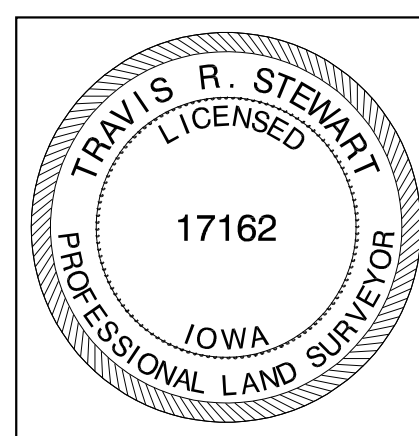
| LINE NUMBER | BEARING | DISTANCE |
|-------------|-------------|-----------------------------|
| L1 | N89°45'21"W | 34.37' |
| L2 | N0°14'39"E | 60.00' |
| L3 | S50°42'18"E | 109.67' |
| L4 | S32°07'43"E | 108.22' |
| L5 | S2°40'30"E | 50.58' |
| L7 | S9°31'02"W | 60.00' (N9°31'E 60.0) |
| L8 | N86°25'00"W | 90.19' (S86°25'E 90.2) |
| L9 | N89°45'21"W | 36.03' (S89°45 1/4'E 36.05) |
| L10 | S0°08'27"E | 60.00' (N0°08 1/2'W 60.0) |
| L11 | N89°45'16"W | 90.00' (S89°45 1/4'E 90.0) |

Curve Table

| CURVE DATA | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD |
|------------|-------------------|-----------------------|--------------------|-------------------------------|-------------------|
| C1 | 25.73' (25.75) | 3861.05' (3861.05) | 0°22'55" (0°23) | S80°17'29"E (N80°17 1/2'W) | 25.73' (25.75) |

NW1/4 CORNER
SW1/4 NW1/4
SEC 26-89-14
FND 1/2" REBAR
w/ OPC #3641

W1/4 CORNER
SEC 26-89-14
FND 1/2" REBAR
w/ YPC #12086
POINT OF
COMMENCEMENT



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

Signature: Travis R. Stewart, PLS
Date: _____
Iowa License Number 17162
My license renewal date is December 31, 2019

Pages or sheets covered by this seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3



| NO. | REVISION | BY | DATE | NO. | REVISION | BY | DATE |
|-----|---------------|-----|-----------|-----|----------|----|------|
| 1 | CITY COMMENTS | CAQ | 8-26-2019 | | | | |
| 2 | CITY COMMENTS | CAQ | 9-30-2019 | | | | |



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 8-4-2019
CHECKED: IRS DATE: 8-4-2019
APPROVED: - DATE: -

PRAIRIE WINDS 5TH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 8-12-2018
PROJECT NO. 5491.05
SHEET NO. 1 OF 3

| Curve Table | | | | | |
|-------------|------------|----------|-------------|---------------|--------|
| CURVE DATA | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD |
| C1 | 69.49' | 3861.05' | 1°01'52" | S79°35'06"E | 69.49' |
| C2 | 15.66' | 958.75' | 0°56'09" | N79°32'15"W | 15.66' |
| C3 | 90.03' | 958.75' | 5°22'50" | N82°41'44"W | 90.00' |
| C4 | 39.16' | 25.00' | 89°45'33" | S45°00'07"E | 35.28' |
| C5 | 29.66' | 25.00' | 67°58'32" | S33°51'55"W | 27.95' |
| C6 | 43.12' | 55.00' | 44°55'15" | N45°23'34"E | 42.03' |
| C7 | 58.39' | 55.00' | 60°49'43" | N7°28'55"W | 55.69' |
| C8 | 50.20' | 55.00' | 52°17'56" | N64°02'44"W | 48.48' |
| C9 | 50.05' | 55.00' | 52°08'35" | S63°44'00"W | 48.34' |
| C10 | 36.27' | 55.00' | 37°47'03" | S18°46'11"W | 35.62' |
| C11 | 39.43' | 25.00' | 90°22'00" | N45°03'39"E | 35.47' |
| C12 | 39.11' | 25.00' | 89°38'00" | S44°56'21"E | 35.24' |
| C13 | 39.37' | 25.00' | 90°14'18" | S44°59'48"W | 35.43' |
| C14 | 75.25' | 958.75' | 4°29'49" | N87°38'04"W | 75.23' |
| C15 | 78.81' | 898.75' | 5°01'27" | N87°22'15"W | 78.78' |
| C16 | 238.04' | 55.00' | 247°58'32" | N56°08'05"W | 91.21' |
| C17 | 217.07' | 45.00' | 276°23'04" | N0°14'39"E | 60.00' |
| C18 | 90.81' | 898.75' | 5°47'21" | N81°57'51"W | 90.77' |
| C19 | 96.70' | 3921.05' | 1°24'47" | S79°46'33"E | 96.70' |
| C20 | 25.73' | 3861.05' | 0°22'55" | N80°17'29"W | 25.73' |

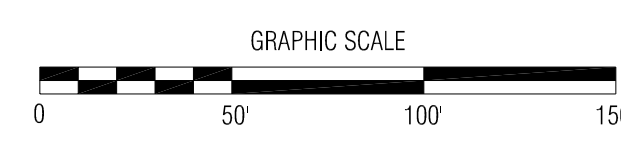
| SIDE YARD SETBACK | |
|-------------------|-------|
| LOT(S) | FEET |
| 1 | 8.5' |
| 2 | 9.0' |
| 3 | 9.1' |
| 4 | 11.0' |
| 5 | 9.1' |
| 6 | 8.1' |
| 7 | 8.4' |
| 8 | 8.3' |
| 9 | 9.1' |
| 10 | 9.0' |
| 11 | 9.0' |
| 12 | 9.0' |
| 13 | 9.0' |
| 14 | 9.0' |

| SIDE YARD SETBACK | |
|-------------------|-------|
| LOT(S) | FEET |
| 15 | 11.0' |
| 16 | 9.0' |
| 17 | 9.0' |
| 18 | 9.0' |
| 19 | 9.0' |
| 20 | 7.5' |
| 21 | 7.8' |
| 22 | 11.0' |
| 23 | 9.0' |
| 24 | 11.0' |
| 25 | 9.6' |
| 26 | 9.9' |
| 27 | 9.5' |

| LINE DATA | | |
|-------------|-------------|----------|
| LINE NUMBER | BEARING | DISTANCE |
| L1 | N89°45'21"W | 34.37' |
| L2 | N0°14'39"E | 60.00' |
| L3 | S2°40'30"E | 50.58' |
| L4 | S9°31'03"W | 60.00' |
| L5 | N89°45'21"W | 36.03' |
| L6 | S0°08'27"E | 60.00' |
| L7 | N89°52'58"W | 12.01' |
| L8 | S89°52'58"E | 17.21' |



J:\5491-Prairie Winds 5th Addition Final Plat\Drawings\Final\Plan\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 2 - 10-01-19 - 3:34pm - caq288



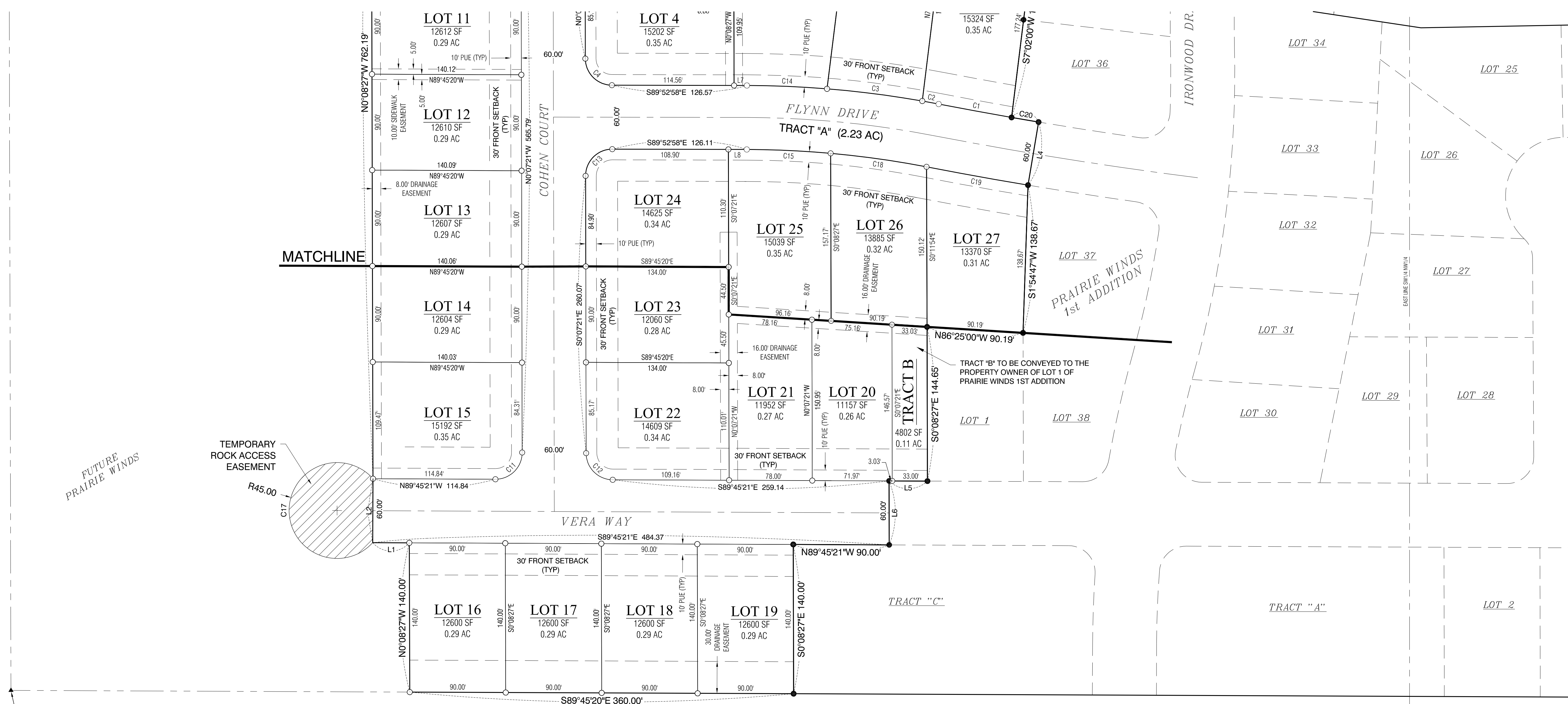
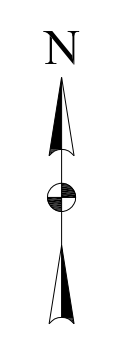
| NO. | REVISION | BY | DATE | NO. | REVISION | BY | DATE |
|-----|---------------|-----|-----------|-----|----------|----|------|
| 1 | CITY COMMENTS | CAQ | 8-26-2019 | | | | |
| 2 | CITY COMMENTS | CAQ | 9-30-2019 | | | | |

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: - DATE: -
 DRAWN: CAQ DATE: 8-4-2018
 CHECKED: IRS DATE: 8-4-2018
 APPROVED: - DATE: -

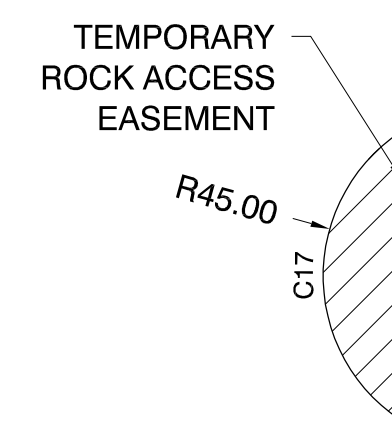
PRAIRIE WINDS 5TH ADDITION
 CEDAR FALLS, IOWA

DATE PREPARED : 8-12-2018
FINAL PLAT
 PROJECT NO. 5491.05
 SHEET NO. 2 OF 3

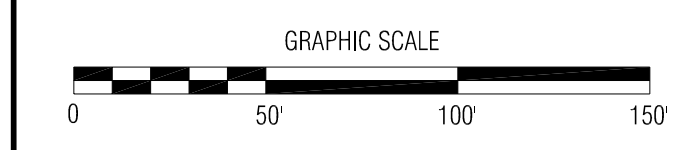


W1/4 CORNER
SEC 26-89-14
FND 1/2" REBAR
w/ YPC #12086

FUTURE
PRAIRIE WINDS



MATCHLINE



| NO. | REVISION | BY | DATE | NO. | REVISION | BY | DATE |
|-----|---------------|-----|-----------|-----|----------|----|------|
| 1 | CITY COMMENTS | CAQ | 8-26-2019 | | | | |
| 2 | CITY COMMENTS | CAQ | 9-30-2019 | | | | |

CGA Clapsadde-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

| | |
|--------------|----------------|
| DESIGNED: - | DATE: - |
| DRAWN: CAQ | DATE: 8-4-2018 |
| CHECKED: IRS | DATE: 8-4-2018 |
| APPROVED: - | DATE: - |

PRAIRIE WINDS 5TH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 8-12-2018

| | |
|-------------|---------|
| PROJECT NO. | 5491.05 |
| SHEET NO. | 3 OF 3 |

J:\5491-Prairie Winds 5th Addition Final Plat\dwg\Survey\Final\Plan\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 3 - 10-01-19 - 3:35pm - car288



POWER OF ATTORNEY

No. SY98080

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Million Forty Eight Thousand Five Hundred Twenty Six & 55/100 Dollars (\$1,048,526.55)

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 26th day of June, 2020.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss: COUNTY OF POLK

On this 26th day of June, 2020, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Tami M. Soda-Good

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 26th day of June, 2020.

Dalene Holland

Dalene Holland, Secretary



SURETY BOND NO. SY98080**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **One Million Forty Eight Thousand Five Hundred Twenty Six & 55/100** dollars (\$ **1,048,526.55**), 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.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the **26th** day of **June**, **2020**; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Prairie Winds 5th Addition, Division 1
Grading, Paving, and Earthwork

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and 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 performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, 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 City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. 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 City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans 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 and the approved construction plans; second, if not defined in this Bond and the approved construction plans, 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 approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 26th day of June, 2020.

Countersigned By:



Signature of Agent

Jason Styve
Printed Name of Agent
Performance Insurance & Financial Services, LLC
Company Name


500 New York Avenue
Company Address

Des Moines, IA 50313
City, State, Zip Code

1-515-309-9500
Company Telephone Number

PRINCIPAL:


Panther Farms, LLC
Principal

By: 

Signature
member
Title

SURETY:

IMT Insurance Company
Surety Company

By: 

Signature of Attorney-in-Fact
Jason Styve
Printed Name of Attorney-in-Fact

IMT Insurance Company
Company Name

PO Box 1336
Company Address

Des Moines, IA 50306-1336
City, State, Zip Code

1-515-327-2844
Company Telephone Number



NOTE:

1. All signatures on this 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.

01262978-1\10283-000


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 31st, 2021

SUBJECT: Professional Services Agreement
 AECOM Technical Services, Inc.
 2021 Survey Services
 MC-000-3282

Please find attached the Professional Services Agreement with AECOM Technical Services that outlines the scope of services and costs for 2021 Survey Services. The enclosed agreement provides for construction survey for ongoing construction projects and allows for other professional land surveying services which may be required on an “as needed” basis.

The City of Cedar Falls’ Land Surveyor will be resigning April 15th, 2021. At the time of his departure, the City will require professional land surveying services while the City seeks out candidates to fill the vacant position. The length of this transition is unknown and it is important for the completion of current construction projects and the development and design of future projects that the City has access to professional land surveying services. It was previously estimated that the Land Surveyor position provides approximately \$15,000 a month in survey services. This agreement with AECOM falls in line with that estimate of rates and is intended to cover the next three to four months, but could be extended if needed.

The Department of Public Works requests your consideration and approval of this Professional Services Agreement with AECOM for “on-call” surveying services.

If you have any questions or comments feel free to contact me.

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



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

CITY OF CEDAR FALLS, IOWA
2021 SURVEY SERVICES
CITY PROJECT NUMBER: MC-000-3282

This Agreement is made and entered by and between AECOM Technical Services, Inc., a California corporation, 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 fee of Sixty Thousand Dollars (\$60,000.00) and will not be exceeded without authorization from the Client.

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: *Douglas W. Schindel*

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Associate Vice President

Date: _____

Date: March 30, 2021

**CITY OF CEDAR FALLS, IOWA
2021 SURVEY SERVICES
CITY PROJECT NUMBER: MC-000-3282
EXHIBIT A**

Project Description

The project includes on-call survey as requested by the Client. Anticipated requests include construction staking on current City projects, including the 2021 Permeable Alley Project, 2021 Public Sidewalk Repair and Infill Project, and the 2021 Street Reconstruction Project (requiring 48-hour advance notice). On-call survey may also include land surveys, including possible plats of survey, and design surveys, as requested by the Client.

Scope of Services

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide construction staking (requiring 48-hour advance notice), land surveys, including plats of survey and design survey, as requested by the Client. For this on-call survey services agreement, it was assumed approximately 600 hours of survey services could be requested, as needed, by the Client.

EXHIBIT B

**CITY OF CEDAR FALLS, IOWA
2021 SURVEY SERVICES
CITY PROJECT NUMBER: MC-000-3282**

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.
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”

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 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

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.
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.



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): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID.#: | FAX (A/C, No.): |
| | 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: |
| | | INSURER F: |

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 - COMPOP 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) \$ |
| 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? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | <input type="checkbox"/> | N/A | Policy Number | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 Occurrence \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, 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.

EXHIBIT C

**CITY OF CEDAR FALLS, IOWA
2021 SURVEY SERVICES
CITY PROJECT NUMBER: MC-000-3282**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO
PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.
10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.
11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. 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 FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: April 1, 2021
SUBJECT: Mayor/City Administrator Ordinance amendments

Please find attached proposed ordinance amendments as discussed by Council during the Committee of the Whole meeting on March 15, 2021.

Please feel free to contact me with any questions.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. _____

AN ORDINANCE **(1)** REPEALING SECTION 2-187, POWERS AND DUTIES, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-187, POWERS AND DUTIES; AND **(2)** AMENDING DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SECTION 2-188, EMERGENCIES; AND **(3)** REPEALING DIVISION 3, CITY ADMINISTRATOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CITY ADMINISTRATOR, CONSISTING OF SECTION 2-213, CREATED, SECTION 2-214, APPOINTMENT, SECTION 2-215, REMOVAL FROM POSITION, SECTION 2-216, CITY COUNCIL POLICY GUIDANCE, SECTION 2-217, SUPERVISION AND EVALUATION, NEW SECTION 2-218, POWER AND DUTIES, SECTION 2-219, EMERGENCIES, SECTION 2-220, OATH; BOND, SECTION 2-221, COMPENSATION, SECTION 2-222, APPOINTMENTS, AND SECTION 2-223, VACANCY AND ACTING CITY ADMINISTRATOR.

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

Section 1. Section 2-187, Powers and Duties, of Division 2, Mayor, of Article III, Officers and Employees, 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 2-187 is enacted in lieu thereof, as follows:

Sec. 2-187. - Powers and duties.

- (a) *Generally.* The mayor shall be the chief executive officer of the city and shall have the power to oversee all functions and operations of the city. The mayor shall retain and exercise all authority over the conduct of the city government.~~a conservator of the peace, and, within the limits of the corporation, shall have all the powers conferred upon sheriffs to suppress disorders. He shall be the chief executive officer thereof, and it shall be his duty to enforce all regulations and ordinances; and he may, upon view, arrest anyone guilty of a violation thereof, or of any crime under the laws of the state. The mayor shall, upon information supported by affidavit, issue process for the arrest of any person charged with violating any ordinance of the corporation; and shall supervise the conduct of all corporate officers, examine into the grounds of complaint made against them, and cause all neglect or violation of duty to be corrected, or report the neglect or violation of duty to the proper tribunal, that it may be dealt with as provided by law.~~
- (b) *Specific powers and duties.*
- (1) The mayor shall supervise and evaluate the performance of the city administrator, with input of the council, as provided for in Sec. 2-217. The mayor shall give direction as necessary concerning the functions of city departments and may call for special reports from the city administrator at any time.~~The mayor shall supervise all departments of the~~

~~city and give direction to the department heads concerning the functions of the departments. The mayor shall have the power to examine all functions of the municipal departments and their records and to call for special reports from department heads at any time.~~

- (2) The mayor shall act as presiding officer at all regular and special council meetings, and shall approve the meeting agenda. However, all final authority over the council meeting agenda shall be retained and exercised by the council. The mayor is not a member of the council and shall not vote as a member of the council. The mayor pro tem shall preside at all regular and special council meetings ~~serve in this capacity~~ in the mayor's absence.
- (3) The mayor may sign, veto or take no action on any ordinance, amendment or resolution passed by the council. The mayor may veto an ordinance, amendment or resolution within fourteen days after passage. If the mayor vetoes a measure, the mayor must explain the reason for such veto in writing to the council at the time of the veto. The council may re-pass a measure over the mayor's veto within 30 days by a two-thirds majority of all members of the council~~members.~~ If the mayor vetoes a measure and the council re-passes the measure after the mayor's -veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure. A vetoed measure must be placed on the council agenda for consideration of repassage within 30 days of the veto, either at a regular council meeting or at a special meeting called for such purpose.
- (4) ~~The mayor shall make appropriate provision that duties of any absentee officer be carried on during the officer's absence.~~ The mayor shall enforce all regulations and ordinances.
- (5) ~~The mayor shall represent the city in all negotiations properly entered into in accordance with law or ordinance. The mayor shall not represent the city where this duty is specifically delegated to another officer by law or ordinance.~~ The mayor shall appoint all members of authorized city boards and commissions, subject to council approval.
- (6) The mayor shall, ~~whenever authorized by the council,~~ sign all deeds and contracts on behalf of the city which are approved by the city council, unless authority is delegated to another officer or employee by the council.
- (7) The mayor shall make such oral or written reports to the city council as required, but at least on a monthly basis.~~at the first meeting of every month as referred. These reports shall concern municipal affairs generally, the municipal departments and recommendations suitable for council action.~~
- (8) The mayor shall annually ~~prepare and~~ submit to the council an itemized budget of revenues and expenditures.
- (9) Immediately after taking office, and after the first council meeting of each calendar year thereafter, the mayor shall appoint/designate one member of the city council as mayor pro tempore who shall serve a one-year term, or until a successor is appointed.~~The mayor pro tempore shall be vice-president of the council.~~ Except for the limitations otherwise provided in this section, the mayor pro tempore shall perform the duties of the mayor in cases of absence or inability of the mayor to perform the mayor's his duties. In the exercise of the duties of the mayor's office, the mayor pro tempore shall not have power to employ or discharge from employment officers or employees that the mayor has the power to appoint, employ or discharge. The mayor pro tempore

~~retains all of the powers of a council member shall have the right to veto as a member of the council.~~

~~(10) The mayor shall, upon order of the city council, secure for the city specialized and professional services not already available to the city. In executing the order of the city council, the mayor shall conduct himself in accordance with city ordinances and the laws of the state. The mayor and city clerk shall execute general obligation bonds and revenue bonds upon the conclusion of council proceedings for issuance.~~

~~(11) The mayor may appoint an administrative assistant to assist in matters of administration and supervision as budgeted by the city council.~~

~~(1142) The mayor shall act as the ombudsman for the city, and address complaints and concerns regarding the operation and activities of the municipal government and its officers. The mayor shall sign all licenses and permits which have been granted by the council, except those designated by law or ordinance to be issued by another municipal officer.~~

~~(123) The mayor shall assist the council to develop long-term goals for the city and strategies to implement these goals. The mayor shall order, in writing, the removal, at public expense, of any nuisance for which no person can be found responsible and liable.~~

(c) *Additional duties.* In addition to the duties enumerated in this division, the mayor shall perform such other duties compatible with the nature of ~~the mayor's~~ his office as the council may, from time to time, require, and as are required by law and conferred upon ~~the mayor~~ him by statute.

~~(d) Duties in connection with elections.~~

~~(1) The mayor shall perform such duties in connection with the holding of the city or ward elections and registrations therefor as are prescribed by the laws of the state.~~

~~(2) The mayor shall cause at least ten days' notice of elections and of all questions to be submitted to the voters of the city by issuing a proclamation and stating therein the place of holding the election in each ward by the council, the questions to be submitted, and all of the officers to be elected at such election in the city or wards by the qualified voters thereof. The mayor shall cause a copy of the proclamation and notice to be published at least ten days prior to the election in one issue of a daily newspaper of general circulation published in the English language in the city.~~

~~(Code 2017, § 2-155)~~

Section 2. Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 2-188, Emergencies, as follows:

Sec. 2-188. - Emergencies.

(a) In the event of emergency the mayor shall exercise all powers and authorities provided for in the city's multi-hazard emergency operations plan.

(b) The mayor has authority to take command of the police and govern the city by proclamation when the mayor determines that a time of emergency or public danger exists. Within the city limits, the mayor has all powers conferred upon the sheriff to suppress disorders.

Section 3. Division 3, City Administrator, of Article III, Officers and Employees, 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 Division 3, City Administrator, is enacted in lieu thereof, as follows:

DIVISION 3. CITY ADMINISTRATOR

Sec. 2-213. - Created.

There is hereby established in the city the position of city administrator.

Sec. 2-214. - Appointment.

The city administrator shall be appointed by majority vote of the city council for an indefinite term. The administrator shall be chosen by the council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. At the time of this appointment, the appointee need not be a resident of the city or state, but during the administrator's tenure of office, shall reside within the city.

Sec. 2-215. - Removal from position.

The city council may remove the city administrator at any time without cause by a majority vote of its members. If requested by the city administrator, a name clearing public hearing shall be granted by the council within 30 days following notice of removal, as provided by Iowa Code § 372.15. During the interim, the council may suspend the administrator from duty, but shall continue the administrator's salary and, if the removal becomes final, shall pay the respective severance benefit negotiated within the administrator's contract or the severance granted to other city employees under city council adopted personnel policies.

Sec. 2-216. - City council policy guidance.

The city council shall annually adopt broad goals, objectives and program performance measures to guide the city administrator in the development of an annual operating budget, capital improvements program and administration of city projects and programs.

Sec. 2-217. - Supervision and evaluation.

The mayor shall supervise and evaluate the performance of the city administrator, with input of the council and the mayor shall prepare an annual performance evaluation of the city administrator. Said evaluation shall be available for review by the council. The city administrator may request a closed meeting with the city council to discuss performance annually, as provided by state statute.

Sec. 2-218. - Power and duties.

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance. ~~The city administrator shall:~~

- (1) ~~The city administrator shall d~~Direct and supervise ~~the administration of~~ all departments, offices and agencies of the city, except as otherwise provided by this Code or by law.;
- (2) ~~Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;~~
- (23) ~~The city administrator shall a~~Attend ~~all~~ city council meetings. The city administrator shall have the right to take part in discussion but shall not vote.;
- (34) ~~The city administrator shall s~~See that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed.;
- (45) ~~The city administrator shall r~~Recommend to the ~~mayor and~~ council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city.;
- (56) ~~The city administrator shall be directly responsible to the mayor and council for the development, administration, enforcement and proper functioning of policies, contracts and agreements approved by council, including but not limited to:~~
 - (a) ~~labor agreements;~~
 - (b) ~~personnel policies;~~
 - (c) ~~administrative policies and procedures;~~
 - (d) ~~risk management policies, procedures and claims resolution;~~
 - (e) ~~purchasing agreements.~~

~~Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:~~

- a. ~~Department of finance and business operations;~~
- b. ~~Department of public works;~~
- c. ~~Department of community development;~~
- d. ~~Department of public safety services;~~
- e. ~~Budget and capital improvements preparation and operation;~~
- f. ~~Purchasing, contracts and agreements as approved by council;~~
- g. ~~Administrative policies and procedures;~~
- h. ~~Personnel policies and procedures;~~
- i. ~~Labor agreements;~~

- ~~j. City legal representation and the prosecution of all code violations;~~
 - ~~k. Risk management policies, procedures and claims resolution;~~
 - ~~l. Economic development policies and procedures;~~
 - ~~m. All others as directed by council.~~
- (67) ~~The city administrator shall s~~Supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved; ~~;~~
- (78) ~~The city administrator shall m~~Maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified; ~~;~~
- (89) ~~The city administrator shall~~~~Be authorized to~~ direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order; ~~;~~
- (940) ~~The city administrator shall r~~Require the taking of bids on all matters deemed advisable as required by law, or as directed by the council; ~~;~~
- (104) ~~The city administrator shall oversee the city's legal representation and the prosecution of all code violations~~~~Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and Iowa Code ch. 20 and city council concurrence where necessary;~~
- (112) ~~The city administrator shall h~~Have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council; ~~;~~
- (123) ~~The city administrator shall s~~Supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority; ~~;~~
- (134) ~~The city administrator shall h~~Have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power ~~is~~ specifically assigned by law to another appointing authority. ~~The city administrator may authorize any officer or employee subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;~~
- (145) ~~The city administrator shall oversee development and execution of the city's economic development program in accordance with council's established economic development policies and priorities.~~~~Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;~~
- (16) ~~Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;~~

- (157) ~~The city administrator shall a~~At all times, ~~maintain~~ ~~be responsible for the maintenance of~~ accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection; ~~;~~
- (168) ~~The city administrator shall a~~Assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances; ~~;~~
- ~~(19) Perform duties and have direct authority on all matters delegated by council action;~~
- (1720) ~~The city administrator shall p~~Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; ~~and shall~~ implement the final budget as approved by city council;
- (1824) ~~The city administrator shall s~~Submit to the city council ~~and make available to the public~~ a complete report on the finances and administrative activities of the city as of the end of each fiscal year; ~~;~~
- (1922) ~~The city administrator shall m~~Make such other reports as the city council may require ~~concerning operations;~~ ~~;~~
- (203) ~~The city administrator shall k~~Keep the city council fully advised as to the financial condition and future needs of the city; ~~;~~
- ~~(24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;~~ ~~;~~
- (215) ~~The city administrator shall p~~Provide staff support services for the mayor and councilmembers; ~~;~~
- (226) ~~The city administrator shall a~~Assist the council to develop long-term goals for the city and strategies to implement these goals; ~~;~~
- ~~(27) Encourage and provide staff support for regional and intergovernmental cooperation;~~
- ~~(28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;~~
- (239) ~~The city administrator shall p~~Perform such other duties as are specified in this Code, state statute or may be required by the city council ~~or mayor and are compatible with the office;~~ and
- (2430) ~~The city administrator shall c~~Cooperate with, and ~~render~~ ~~give~~ assistance requested by, ~~the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative~~ by the city's authorized agencies, boards, commissions or committees ~~of the city.~~

Sec. 2-219. - Emergencies.

- (a) The administrator shall exercise all powers and authorities granted and outlined by the city's multi-hazard emergency operations plan.
- (b) In case of accident, disaster, or other circumstance creating a public emergency, the city administrator may make purchases for the purpose of meeting said emergency; but the administrator shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

Sec. 2-220. ~~--- Oath;~~ Bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. The premium of the bond shall be paid by the city.

Sec. 2-221. - Compensation.

The city administrator shall receive such compensation as the council shall fix from time to time within the city's annual payroll resolution.

Sec. 2-222. - Appointments.

The city administrator shall recommend the appointment of all department directors to the mayor for city council approval. The city administrator shall participate in making recommendations to the mayor, for city council approval, for appointment of the police chief, as provided in sections 2-948 and 2-949, for appointment of the fire chief, as provided in sections 2-978 and 2-979, and for appointment of the city clerk, as provided in section 2-308(b)(2).

Sec. 2-223. - Vacancy and acting city administrator.

In the event of the city administrator's absence or inability ~~of the city administrator~~ to perform the duties of the ~~city administrator's~~ office, the city administrator shall designate~~appoint~~ a department director as an acting city administrator, ~~or if the city administrator is unable to make the designation do so or~~ for any reason, ~~including those periods of time when the council has not appointed a city administrator,~~ then such designation shall be made by the mayor ~~shall appoint one of the department directors as the acting city administrator.~~ Any designation by the mayor exceeding 20 calendar days shall be approved by the city council. ~~Theis~~ designee~~appointee~~ shall have and exercise all the powers and duties of the city administrator.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 04/05/21

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ACCOUNT ACTIVITY LISTING

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Item 35.

| GROUP | PO | ACCTG | ---TRANSACTION--- | DEBITS | CREDITS | CURRENT BALANCE |
|-----------------------|----------|----------|--|--------|---------|-----------------|
| NBR | NBR | PER. | CD DATE NUMBER DESCRIPTION | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | |
| 101-1028-441.83-06 | | | TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1491 | 09/21 AP | 09/01/20 | 0395600 IAPELRA | 50.00 | | 03/12/21 |
| | | | REG:FALL CONF.-B.BALVANZ AMES;RE-ISSUE CK#135127 | | | |
| | | | ACCOUNT TOTAL | 50.00 | .00 | 50.00 |
| | | | | | | |
| 101-1048-441.83-06 | | | TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1513 | 09/21 AP | 02/26/21 | 0395611 SOLE, COLLEEN | 275.00 | | 03/16/21 |
| | | | RMB:SHRM STUDY MATERIAL | | | |
| 1491 | 09/21 AP | 09/01/20 | 0395600 IAPELRA | 75.00 | | 03/12/21 |
| | | | REG:FALL CONF.-C.SOLE AMES;RE-ISSUE CK#135127 | | | |
| | | | ACCOUNT TOTAL | 350.00 | .00 | 350.00 |
| | | | | | | |
| 101-1118-441.83-05 | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | |
| 1513 | 09/21 AP | 12/17/20 | 0395607 GAINES, RON | 186.30 | | 03/16/21 |
| | | | RMB:MILEAGE-9/22-12/17/20 | | | |
| 1513 | 09/21 AP | 09/18/20 | 0395607 GAINES, RON | 193.78 | | 03/16/21 |
| | | | RMB:MILEAGE-7/6-9/18/20 | | | |
| | | | ACCOUNT TOTAL | 380.08 | .00 | 380.08 |
| | | | | | | |
| 101-1199-441.81-03 | | | PROFESSIONAL SERVICES / RECORDING FEES | | | |
| 1525 | 09/21 AP | 03/17/21 | 0395613 BLACK HAWK CO.RECORDER | 57.00 | | 03/18/21 |
| | | | RCD:NTC.FNL.ASSESS.PROC. PARKER-2520 CENTRAL AVE. | | | |
| 1525 | 09/21 AP | 03/17/21 | 0395613 BLACK HAWK CO.RECORDER | 12.00 | | 03/18/21 |
| | | | RCD:RESOLUTION #22,298 | | | |
| | | | ACCOUNT TOTAL | 69.00 | .00 | 69.00 |
| | | | | | | |
| 101-1199-441.89-13 | | | MISCELLANEOUS SERVICES / CONTINGENCY | | | |
| 1562 | 09/21 AP | 03/01/21 | 0395629 CEDAR FALLS UTILITIES | 54.25 | | 03/26/21 |
| | | | UTILITIES THRU 03/01/21 | | | |
| | | | ACCOUNT TOTAL | 54.25 | .00 | 54.25 |
| | | | | | | |
| 101-1199-441.89-14 | | | MISCELLANEOUS SERVICES / REFUNDS | | | |
| 1491 | 09/21 AP | 03/10/21 | 0395603 THE HYDANT FIREHOUSE GRILL | 422.50 | | 03/12/21 |
| | | | REFUND LOCAL PORTION LIC. | | | |
| | | | ACCOUNT TOTAL | 422.50 | .00 | 422.50 |
| | | | | | | |
| 101-2205-432.88-17 | | | OUTSIDE AGENCIES / CEDAR FALLS BAND | | | |
| 1513 | 09/21 AP | 03/12/21 | 0395605 CEDAR FALLS MUNICIPAL BAND | 747.40 | | 03/16/21 |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|--|--------|--|----|----------|--------------------|-----------------------|----------|---------|-----------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND | | | | | | | | | | |
| PROPERTY TAX PAYMENT | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 747.40 | .00 | 747.40 | |
| 101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395610 | OLSEN, HANK | 48.00 | | 03/16/21 | |
| | | BASKETBALL OFFICIAL-3/12 | | | | | | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395609 | HUBER, AUSTIN | 48.00 | | 03/16/21 | |
| | | BASKETBALL OFFICIAL-3/12 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 96.00 | .00 | 96.00 | |
| 101-2253-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 4,868.45 | | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,868.45 | .00 | 4,868.45 | |
| 101-2253-423.85-05 UTILITIES / POOL UTILITIES | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 847.17 | | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 847.17 | .00 | 847.17 | |
| 101-2280-423.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 1,080.70 | | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,080.70 | .00 | 1,080.70 | |
| 101-4511-414.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 1,868.92 | | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 3,842.66 | | 03/12/21 | |
| | | UTILITIES THRU 02/16/21 | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 5,711.58 | .00 | 5,711.58 | |
| 101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/23/21 | 0395630 | JULIE RITLAND | 155.00 | | 03/26/21 | |
| | | REF:RENT.PERM.-1309 COLL. 1309-11 COLLEGE STREET | | | | | | | | |
| 1562 | | 09/21 AP | | 03/23/21 | 0395631 | JULIE RITLAND | 155.00 | | 03/26/21 | |
| | | REF:RENT.PERM.-123 E.7TH 123 E. 7TH STREET | | | | | | | | |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT | |
|---|--------|------------|----|----------|-----------------------------|-----------------------|-----------|---------|--------------------|---------|--|
| FUND 101 GENERAL FUND | | | | | | | | | | | |
| 101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS | | | | | | | continued | | | | |
| ACCOUNT TOTAL | | | | | | | 310.00 | .00 | 310.00 | | |
| 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 145.20 | | 03/26/21 | | |
| UTILITIES THRU 03/01/21 | | | | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 71.87 | | 03/12/21 | | |
| UTILITIES THRU 02/16/21 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 217.07 | .00 | 217.07 | | |
| 101-5521-415.85-01 UTILITIES / UTILITIES | | | | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 3,286.04 | | 03/12/21 | | |
| UTILITIES THRU 02/16/21 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,286.04 | .00 | 3,286.04 | | |
| 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS | | | | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 137.66 | | 03/12/21 | | |
| UTILITIES THRU 02/16/21 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 137.66 | .00 | 137.66 | | |
| 101-5521-415.89-43 MISCELLANEOUS SERVICES / BUY MONEY | | | | | | | | | | | |
| 1491 | | 09/21 AP | | 03/11/21 | 0395602 | PETTY CASH | 1,000.00 | | 03/12/21 | | |
| BUY MONEY | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,000.00 | .00 | 1,000.00 | | |
| 101-6613-433.85-01 UTILITIES / UTILITIES | | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 621.51 | | 03/26/21 | | |
| UTILITIES THRU 03/01/21 | | | | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 571.54 | | 03/12/21 | | |
| UTILITIES THRU 02/16/21 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,193.05 | .00 | 1,193.05 | | |
| 101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | | | |
| 1525 | | 09/21 AP | | 03/11/21 | 0395614 | BUCK, MATT | 56.78 | | 03/18/21 | | |
| RMB:FLOOR SQUEEGEE BLADE | | | | | | | | | | | |
| PROJECT#: 062506 | | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 56.78 | .00 | 56.78 | | |

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| GROUP | PO | ACCTG | ----TRANSACTION---- | | | | DEBITS | CREDITS | CURRENT |
|----------------------------------|-----|----------|---------------------|----------|---------|--|-----------|---------|-----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.85-01 | | | | | | UTILITIES / UTILITIES | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 15,666.41 | | 03/26/21 |
| | | | | | | UTILITIES THRU 03/01/21 | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 878.64 | | 03/12/21 |
| | | | | | | UTILITIES THRU 02/16/21 | | | |
| | | | | | | ACCOUNT TOTAL | 16,545.05 | 0.00 | 16,545.05 |
| | | | | | | | | | |
| 101-6623-423.85-01 | | | | | | UTILITIES / UTILITIES | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 2,345.63 | | 03/26/21 |
| | | | | | | UTILITIES THRU 03/01/21 | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 308.50 | | 03/12/21 |
| | | | | | | UTILITIES THRU 02/16/21 | | | |
| | | | | | | ACCOUNT TOTAL | 2,654.13 | 0.00 | 2,654.13 |
| | | | | | | | | | |
| 101-6625-432.81-44 | | | | | | PROFESSIONAL SERVICES / USGS RIVER GAUGE | | | |
| 1525 | | 09/21 AP | | 03/01/21 | 0395615 | CENTURYLINK | 59.51 | | 03/18/21 |
| | | | | | | CEDAR RIVER GAUGE-FEB'21 | | | |
| | | | | | | ACCOUNT TOTAL | 59.51 | 0.00 | 59.51 |
| | | | | | | | | | |
| 101-6625-432.83-05 | | | | | | TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) | | | |
| 1491 | | 09/21 AP | | 02/12/21 | 0395601 | MCKINNEY, DONALD | 255.36 | | 03/12/21 |
| | | | | | | RMB:MILEAGE-HMA 1 CERT. DES MOINES | | | |
| | | | | | | ACCOUNT TOTAL | 255.36 | 0.00 | 255.36 |
| | | | | | | | | | |
| 101-6633-423.85-01 | | | | | | UTILITIES / UTILITIES | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 2,288.03 | | 03/26/21 |
| | | | | | | UTILITIES THRU 03/01/21 | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 1,027.19 | | 03/12/21 |
| | | | | | | UTILITIES THRU 02/16/21 | | | |
| | | | | | | ACCOUNT TOTAL | 3,315.22 | 0.00 | 3,315.22 |
| | | | | | | | | | |
| | | | | | | FUND TOTAL | 43,707.00 | 0.00 | 43,707.00 |
| | | | | | | | | | |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| 203-0000-487.50-05 | | | | | | TRANSFERS OUT / TRANSFERS - TIF | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395604 | CAPITAL PROJECTS FUND | 5,563.08 | | 03/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395604 | CAPITAL PROJECTS FUND | 287.86 | | 03/16/21 |
| | | | | | | PROPERTY TAX PAYMENT | | | |

ACCOUNT ACTIVITY LISTING

| GROUP | PO | ACCTG | ----TRANSACTION---- | | | DEBITS | CREDITS | CURRENT | |
|--|-----|-------------------------|---------------------|----------|---------------|---------------------------------|------------|----------|------------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | BALANCE | |
| | | | | | | | | POST DT | |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| | | | | | continued | | | | |
| 203-0000-487.50-05 | | | | | | TRANSFERS OUT / TRANSFERS - TIF | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395604 | CAPITAL PROJECTS FUND | 505.87 | 03/16/21 | |
| | | PROPERTY TAX PAYMENT | | | | | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395604 | CAPITAL PROJECTS FUND | 24,671.83 | 03/16/21 | |
| | | PROPERTY TAX PAYMENT | | | | | | | |
| 1513 | | 09/21 AP | | 03/12/21 | 0395606 | DEBT SERVICE | 158,763.94 | 03/16/21 | |
| | | PROPERTY TAX PAYMENT | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 189,792.58 | 0.00 | 189,792.58 |
| FUND TOTAL | | | | | | | 189,792.58 | 0.00 | 189,792.58 |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| | | | | | FLOOD CONTROL | | | | |
| 206-6637-436.72-56 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 122.51 | 03/26/21 | |
| 1562 | | UTILITIES THRU 03/01/21 | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 122.51 | 0.00 | 122.51 |
| 206-6637-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 1,949.10 | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 4,237.28 | 03/12/21 | |
| | | UTILITIES THRU 02/16/21 | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 6,186.38 | 0.00 | 6,186.38 |
| 206-6647-436.85-01 UTILITIES / UTILITIES | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES | 1,117.40 | 03/26/21 | |
| | | UTILITIES THRU 03/01/21 | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES | 2,240.92 | 03/12/21 | |
| | | UTILITIES THRU 02/16/21 | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,358.32 | 0.00 | 3,358.32 |
| FUND TOTAL | | | | | | | 9,667.21 | 0.00 | 9,667.21 |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | ---TRANSACTION--- NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|---------------------------|----|----------|-----------------------------|------------------------------|----------|---------|--------------------|----------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037458 | BAUCH, JAMES C | 617.00 | | | 03/31/21 |
| | | HAP Prior D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037510 | RINNELS, DOUGLAS G. | 253.00 | | | 03/31/21 |
| | | HAP Wierck L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037463 | CHESTNUT, SHAWN | 439.00 | | | 03/31/21 |
| | | HAP Chestnut N 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037521 | WEVERINK, TOM | 1,150.00 | | | 03/31/21 |
| | | HAP Archer A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037521 | WEVERINK, TOM | 497.00 | | | 03/31/21 |
| | | HAP Stewart J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 391.00 | | | 03/31/21 |
| | | HAP Nissen A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 364.00 | | | 03/31/21 |
| | | HAP Poldberg J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 427.00 | | | 03/31/21 |
| | | HAP Myers J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 196.00 | | | 03/31/21 |
| | | HAP Anderson B 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 433.00 | | | 03/31/21 |
| | | HAP Blake M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 196.00 | | | 03/31/21 |
| | | HAP Houdek C 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037476 | EXCEPTIONAL PERSONS, INC. | 408.00 | | | 03/31/21 |
| | | HAP Easterling R 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037483 | GOLD FALLS VILLA | 419.00 | | | 03/31/21 |
| | | HAP Jenkins D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037483 | GOLD FALLS VILLA | 474.00 | | | 03/31/21 |
| | | HAP Shuman J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037478 | FORTSCH, ALEX E. | 989.00 | | | 03/31/21 |
| | | HAP Guzzle T 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037520 | WEVERINK, RANDY | 99.00 | | | 03/31/21 |
| | | HAP Janssen M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037520 | WEVERINK, RANDY | 725.00 | | | 03/31/21 |
| | | HAP Archer D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037480 | GEELAN, JOSEPH N. | 372.00 | | | 03/31/21 |
| | | HAP Juhl A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037480 | GEELAN, JOSEPH N. | 223.00 | | | 03/31/21 |
| | | HAP Becker T 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037465 | CLARK ENTERPRISES LLC | 480.00 | | | 03/31/21 |
| | | HAP Hord B 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037465 | CLARK ENTERPRISES LLC | 181.00 | | | 03/31/21 |
| | | HAP Bachman K 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037465 | CLARK ENTERPRISES LLC | 465.00 | | | 03/31/21 |
| | | HAP Galvez Munguia 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037465 | CLARK ENTERPRISES LLC | 235.00 | | | 03/31/21 |
| | | HAP Taylor T 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037484 | GRAY, LEROY L. OR CAROLYN K. | 349.00 | | | 03/31/21 |
| | | HAP Jenkins D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037456 | BARTELT PROPERTIES L.C. | 689.00 | | | 03/31/21 |

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 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 09/2021

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|----------|--------------------|-------------------------------|----------|---------|-----------------|----------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | | |
| HAP_Woodward C 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037456 | BARTELT PROPERTIES L.C. | 1,100.00 | | | 03/31/21 |
| HAP_Avino G 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037473 | EDGE MANAGEMENT GROUP, LLC | 946.00 | | | 03/31/21 |
| HAP_Gibson T 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037473 | EDGE MANAGEMENT GROUP, LLC | 850.00 | | | 03/31/21 |
| HAP_Young C 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037468 | COOK CO.HOUSING AUTHORITY | 184.00 | | | 03/31/21 |
| HAP_Goldstein K 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037508 | PURDY PROPERTIES, LLC | 680.00 | | | 03/31/21 |
| HAP_Schmidt D 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037508 | PURDY PROPERTIES, LLC | 946.00 | | | 03/31/21 |
| HAP_Cummings A 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037508 | PURDY PROPERTIES, LLC | 631.00 | | | 03/31/21 |
| HAP_Leiss L 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 503.00 | | | 03/31/21 |
| HAP_Grant F 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 142.00 | | | 03/31/21 |
| HAP_Rogers S 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 517.00 | | | 03/31/21 |
| HAP_Terry M 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 303.00 | | | 03/31/21 |
| HAP_Bell M 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 668.00 | | | 03/31/21 |
| HAP_Redd S 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037471 | D & J PROPERTIES | 312.00 | | | 03/31/21 |
| HAP_Keys A 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037470 | CV PROPERTIES, LLC | 295.00 | | | 03/31/21 |
| HAP_Barr G 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037470 | CV PROPERTIES, LLC | 509.00 | | | 03/31/21 |
| HAP_Langel A 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037514 | STANDARD FAMILY ASSIST.LIVING | 221.00 | | | 03/31/21 |
| HAP_Refshauge T 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037461 | CEDAR APARTMENTS LLC | 155.00 | | | 03/31/21 |
| HAP_Groskurth D 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037461 | CEDAR APARTMENTS LLC | 412.00 | | | 03/31/21 |
| HAP_Becerra C 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037487 | HAUS TO HOME INVESTMENTS | 514.00 | | | 03/31/21 |
| HAP_Lehr B 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037498 | KYLER, DEBRA K. | 451.00 | | | 03/31/21 |
| HAP_Mussman C 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037512 | SCHUERMAN PROPERTIES, LLC | 895.00 | | | 03/31/21 |
| HAP_Boehmer R 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037512 | SCHUERMAN PROPERTIES, LLC | 583.00 | | | 03/31/21 |
| HAP_Blake R 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037512 | SCHUERMAN PROPERTIES, LLC | 1,000.00 | | | 03/31/21 |
| HAP_Jurries P 042021 | | | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037515 | SWEETING, LARRY | 686.00 | | | 03/31/21 |
| HAP_Schumacher D 042021 | | | | | | | | | | |

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| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|-------------------------|----|----------|--------------------|-------------------------------|--------|---------|-----------------|----------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 228.00 | | | 03/31/21 |
| | | HAP Stock M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 412.00 | | | 03/31/21 |
| | | HAP Stegen R 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 479.00 | | | 03/31/21 |
| | | HAP Howe J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 206.00 | | | 03/31/21 |
| | | HAP Schlueter J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 182.00 | | | 03/31/21 |
| | | HAP Wray M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 379.00 | | | 03/31/21 |
| | | HAP Hayden J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 142.00 | | | 03/31/21 |
| | | HAP Youngberg L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 410.00 | | | 03/31/21 |
| | | HAP Greene L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 70.00 | | | 03/31/21 |
| | | HAP Brown J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 298.00 | | | 03/31/21 |
| | | HAP Shelton S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 211.00 | | | 03/31/21 |
| | | HAP Vognsen P 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 390.00 | | | 03/31/21 |
| | | HAP Toms L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 402.00 | | | 03/31/21 |
| | | HAP Good S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 155.00 | | | 03/31/21 |
| | | HAP Garvis C 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 263.00 | | | 03/31/21 |
| | | HAP Ford M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 491.00 | | | 03/31/21 |
| | | HAP Henning S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 444.00 | | | 03/31/21 |
| | | HAP Turner S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 236.00 | | | 03/31/21 |
| | | HAP Martin H 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 435.00 | | | 03/31/21 |
| | | HAP Strickland L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 212.00 | | | 03/31/21 |
| | | HAP Matthias L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 405.00 | | | 03/31/21 |
| | | HAP Lebahn B 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037517 | THUNDER RIDGE SR.APARTMENTS L | 479.00 | | | 03/31/21 |
| | | HAP Hoth P 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037482 | GLENN, MATTHEW | 300.00 | | | 03/31/21 |
| | | HAP Clayton R 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037518 | VILLAGE I AT NINE23 APARTMENT | 461.00 | | | 03/31/21 |
| | | HAP Redd A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037518 | VILLAGE I AT NINE23 APARTMENT | 428.00 | | | 03/31/21 |

| GROUP NBR | FO NBR | ACCTG PER. | CD | TRANSACTION DATE | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|---------------------------|--|--------|---------|-----------------|---------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | |
| | | | | | continued | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Smith T 042021 VILLAGE I AT NINE23 APARTMENT | 179.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Vaughn S 042021 VILLAGE I AT NINE23 APARTMENT | 686.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Gilmore A 042021 VILLAGE I AT NINE23 APARTMENT | 466.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Nelson B 042021 VILLAGE I AT NINE23 APARTMENT | 138.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Duesenberg J 042021 VILLAGE I AT NINE23 APARTMENT | 261.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Ford D 042021 VILLAGE I AT NINE23 APARTMENT | 662.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Ambrose A 042021 VILLAGE I AT NINE23 APARTMENT | 398.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Smith W 042021 VILLAGE I AT NINE23 APARTMENT | 400.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Aswegan S 042021 VILLAGE I AT NINE23 APARTMENT | 610.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Ducharme T 042021 VILLAGE I AT NINE23 APARTMENT | 497.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Prior L 042021 VILLAGE I AT NINE23 APARTMENT | 366.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Cameron J 042021 VILLAGE I AT NINE23 APARTMENT | 45.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Prior A 042021 VILLAGE I AT NINE23 APARTMENT | 610.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Clark T 042021 VILLAGE I AT NINE23 APARTMENT | 428.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Brandt D 042021 VILLAGE I AT NINE23 APARTMENT | 327.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Greene D 042021 VILLAGE I AT NINE23 APARTMENT | 428.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Moore D 042021 VILLAGE I AT NINE23 APARTMENT | 155.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Dixon S 042021 VILLAGE I AT NINE23 APARTMENT | 678.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Harper S 042021 VILLAGE I AT NINE23 APARTMENT | 216.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Bradley J 042021 VILLAGE I AT NINE23 APARTMENT | 276.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Porter J 042021 VILLAGE I AT NINE23 APARTMENT | 260.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Swartley J 042021 VILLAGE I AT NINE23 APARTMENT | 237.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Havlik C 042021 VILLAGE I AT NINE23 APARTMENT | 680.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Henderson D 042021 VILLAGE I AT NINE23 APARTMENT | 258.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037518 | HAP Aswegan J 042021 | | | | |

| GROUP NBR | PO NBR | ACCTG PER. | CD | DATE | TRANSACTION NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE | POST DT |
|---|--------|------------|----|-------|---------------------------|-------------------------------|--------|---------|-----------------|----------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037518 | VILLAGE I AT NINE23 APARTMENT | 422.00 | | | 03/31/21 |
| | | | | | HAP_Temple S 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037518 | VILLAGE I AT NINE23 APARTMENT | 428.00 | | | 03/31/21 |
| | | | | | HAP_Gordon Jr. T 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037518 | VILLAGE I AT NINE23 APARTMENT | 569.00 | | | 03/31/21 |
| | | | | | HAP_Fry S 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 27.00 | | | 03/31/21 |
| | | | | | Lindgren 5732705968 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 55.00 | | | 03/31/21 |
| | | | | | Archer 9095290344 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 48.00 | | | 03/31/21 |
| | | | | | Santiago-Lebron 873567879 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 154.00 | | | 03/31/21 |
| | | | | | Bracelly 9823574708 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 46.00 | | | 03/31/21 |
| | | | | | Boehmer 08276056267 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 28.00 | | | 03/31/21 |
| | | | | | Avino 591464234 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 47.00 | | | 03/31/21 |
| | | | | | Young 1995063175 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 49.00 | | | 03/31/21 |
| | | | | | Rule 9816666531 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 85.00 | | | 03/31/21 |
| | | | | | Mulanax | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 100.00 | | | 03/31/21 |
| | | | | | Johnson 4551323904 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 22.00 | | | 03/31/21 |
| | | | | | Henderson 9651433829 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 171.00 | | | 03/31/21 |
| | | | | | Archer 7038175862 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 91.00 | | | 03/31/21 |
| | | | | | Jurries 7681775462 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 100.00 | | | 03/31/21 |
| | | | | | Forney 5525104763 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 110.00 | | | 03/31/21 |
| | | | | | Atkins 1050264405 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037462 | CEDAR FALLS UTILITIES-SEC.8 | 28.00 | | | 03/31/21 |
| | | | | | Mullins 9837918987 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 453.00 | | | 03/31/21 |
| | | | | | HAP_Bakel P 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 414.00 | | | 03/31/21 |
| | | | | | HAP_Graves D 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 379.00 | | | 03/31/21 |
| | | | | | HAP_Himes G 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 230.00 | | | 03/31/21 |
| | | | | | HAP_Stevens B 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 426.00 | | | 03/31/21 |
| | | | | | HAP_Weaver J 042021 | | | | | |
| 1581 | | | | 10/21 | AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 401.00 | | | 03/31/21 |

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|---|--------|------------|----|---------------------------|------------------------------|----------|---------|-----------------|---------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | | | | |
| | | | | | continued | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037501 | MALBEC PROPERTIES, LLC | 416.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 472.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 666.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 503.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 385.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 985.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 481.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 646.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 324.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 691.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037464 | CHRISTOPHERSON RENTALS | 439.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037503 | MELICK, KENT L. | 598.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037507 | PETERSEN, RANDEL | 748.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 576.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 448.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 438.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 550.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 323.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037504 | MHP 2216 LINCOLN STREET, LLC | 434.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037475 | EPM IOWA | 902.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037475 | EPM IOWA | 1,373.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037475 | EPM IOWA | 738.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037475 | EPM IOWA | 548.00 | | 03/31/21 | |
| 1581 | | | | 10/21 AP 04/01/21 0037475 | EPM IOWA | 723.00 | | 03/31/21 | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037472 | DC MANAGEMENT, LLC | 585.00 | | | 03/31/21 |
| | | HAP White M 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037497 | KROEMER, KRAIG | 417.00 | | | 03/31/21 |
| | | HAP Currie L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037500 | LEGACY RESIDENTIAL | 394.00 | | | 03/31/21 |
| | | HAP Jordan L 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037455 | ARENDS INVESTMENTS | 272.00 | | | 03/31/21 |
| | | HAP Wortham W 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037505 | OWL INVESTMENTS, LLC | 503.00 | | | 03/31/21 |
| | | HAP Schroeder S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037469 | CRESCENT CONDOMINIUMS, LLC | 430.00 | | | 03/31/21 |
| | | HAP Lohr K 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037486 | HARRINGTON'S RENTAL LLC | 731.00 | | | 03/31/21 |
| | | HAP Larronda E 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037477 | FERNHOLZ, KARI L. | 1,220.00 | | | 03/31/21 |
| | | HAP Carlton D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037511 | ROGERS, DERICK | 831.00 | | | 03/31/21 |
| | | HAP Sherwood J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037493 | KAI, BRENT | 275.00 | | | 03/31/21 |
| | | HAP Hamilton T 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037513 | STAND FIRM PROPERTIES LLC | 399.00 | | | 03/31/21 |
| | | HAP Hodge G 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037513 | STAND FIRM PROPERTIES LLC | 485.00 | | | 03/31/21 |
| | | HAP Washington V 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037523 | WYMORE, LARRY R. | 522.00 | | | 03/31/21 |
| | | HAP MOFFETT J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037522 | WINGSB, LLC | 104.00 | | | 03/31/21 |
| | | HAP Spiers A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037522 | WINGSB, LLC | 770.00 | | | 03/31/21 |
| | | HAP Johnson A 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037492 | JLL EXTENDED STAY INN | 195.00 | | | 03/31/21 |
| | | HAP Zanders D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037492 | JLL EXTENDED STAY INN | 298.00 | | | 03/31/21 |
| | | HAP Moore E 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037499 | LARSEN RENTALS LLC | 507.00 | | | 03/31/21 |
| | | HAP Boyd J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037499 | LARSEN RENTALS LLC | 507.00 | | | 03/31/21 |
| | | HAP Grisby C 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 428.00 | | | 03/31/21 |
| | | HAP Loffredo C 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 530.00 | | | 03/31/21 |
| | | HAP Lane S 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 652.00 | | | 03/31/21 |
| | | HAP Miller K 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 339.00 | | | 03/31/21 |
| | | HAP Wilson J 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 236.00 | | | 03/31/21 |
| | | HAP King D 042021 | | | | | | | | |
| 1581 | | 10/21 AP | | 04/01/21 | 0037519 | VILLAGE II AT NINE23 APARTMEN | 513.00 | | | 03/31/21 |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued | | | | | | | | | |
| | | | | | HAP Reams L 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 139.00 | | 03/31/21 | |
| | | | | | HAP Rogers E 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 391.00 | | 03/31/21 | |
| | | | | | HAP Garrigus S 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 396.00 | | 03/31/21 | |
| | | | | | HAP Cruise B 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 397.00 | | 03/31/21 | |
| | | | | | HAP Billman D 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 388.00 | | 03/31/21 | |
| | | | | | HAP Lam K 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 211.00 | | 03/31/21 | |
| | | | | | HAP Hoodjer S 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 480.00 | | 03/31/21 | |
| | | | | | HAP Wiedow C 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 375.00 | | 03/31/21 | |
| | | | | | HAP OBrien N 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 434.00 | | 03/31/21 | |
| | | | | | HAP Humphrey E 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 437.00 | | 03/31/21 | |
| | | | | | HAP BALM D 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 181.00 | | 03/31/21 | |
| | | | | | HAP Frazier T 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 518.00 | | 03/31/21 | |
| | | | | | HAP Nielsen J 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 319.00 | | 03/31/21 | |
| | | | | | HAP Saccento J 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 705.00 | | 03/31/21 | |
| | | | | | HAP Forney A 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 311.00 | | 03/31/21 | |
| | | | | | HAP O'dell J 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 333.00 | | 03/31/21 | |
| | | | | | HAP Harmon A 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 430.00 | | 03/31/21 | |
| | | | | | HAP Harken G 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 329.00 | | 03/31/21 | |
| | | | | | HAP Dzapo S 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 284.00 | | 03/31/21 | |
| | | | | | HAP Humphrey J 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 610.00 | | 03/31/21 | |
| | | | | | HAP Wilson S 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 424.00 | | 03/31/21 | |
| | | | | | HAP Haug K 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037519 | VILLAGE II AT NINE23 APARTMEN | 675.00 | | 03/31/21 | |
| | | | | | HAP Mullins J 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037494 | KLEIN, JULIE | 219.00 | | 03/31/21 | |
| | | | | | HAP Stover A 042021 | | | | |
| 1581 | | | | 10/21 AP 04/01/21 0037488 | HOUSING AUTHORITY OF JOLIET | 999.00 | | 03/31/21 | |
| | | | | | HAP Wilson Q 042021 | | | | |

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| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037488 | HOUSING AUTHORITY OF JOLIET | 1,960.00 | | | 03/31/21 |
| | | HAP_Payne I 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037489 | HOWARD, BRAD | 933.00 | | | 03/31/21 |
| | | HAP_Thrower M 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037496 | KREMER PROPERTIES LLC | 810.00 | | | 03/31/21 |
| | | HAP_Mulanax W 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037495 | KRAAYENBRINK, RANDY L. | 644.00 | | | 03/31/21 |
| | | HAP_Maltas M 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037495 | KRAAYENBRINK, RANDY L. | 150.00 | | | 03/31/21 |
| | | HAP_Ewing J 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037485 | HALVERSON, RHIANA | 1,200.00 | | | 03/31/21 |
| | | HAP_Atkins T 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037466 | CMY PROPERTIES, LLC | 289.00 | | | 03/31/21 |
| | | HAP_Garcia K 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037467 | CNC INVESTMENTS, LLC | 948.00 | | | 03/31/21 |
| | | HAP_Carrillo D 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037509 | R & R RENTAL PROPERTIES, LLC | 914.00 | | | 03/31/21 |
| | | HAP_Gordon A 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037459 | BUTLER, MICHAEL | 509.00 | | | 03/31/21 |
| | | HAP_Cochran C 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037490 | HUNTER PROPERTY LLC | 768.00 | | | 03/31/21 |
| | | HAP_Thompson L 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037506 | PAULSON, JAMES | 350.00 | | | 03/31/21 |
| | | HAP_Topping R 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037506 | PAULSON, JAMES | 153.00 | | | 03/31/21 |
| | | HAP_Gordon L 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037474 | ELMCREST ESTATES, L.C. | 436.00 | | | 03/31/21 |
| | | HAP_Davis D 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037502 | MCKERNAN, JAMES M. | 407.00 | | | 03/31/21 |
| | | HAP_Buchanan J 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037502 | MCKERNAN, JAMES M. | 717.00 | | | 03/31/21 |
| | | HAP_Porter R 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037479 | G P MANAGEMENT LLC | 403.00 | | | 03/31/21 |
| | | HAP_Wenzel J 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037516 | T.J.J.C. L.L.C. | 201.00 | | | 03/31/21 |
| | | HAP_Hornback K 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037516 | T.J.J.C. L.L.C. | 650.00 | | | 03/31/21 |
| | | HAP_Bracelly J 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037516 | T.J.J.C. L.L.C. | 282.00 | | | 03/31/21 |
| | | HAP_Dornbrock M 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037481 | GERDES III, BENJAMIN P. | 283.00 | | | 03/31/21 |
| | | HAP_Allessi S 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037481 | GERDES III, BENJAMIN P. | 700.00 | | | 03/31/21 |
| | | HAP_Lindgren T 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037481 | GERDES III, BENJAMIN P. | 603.00 | | | 03/31/21 |
| | | HAP_Beaman D 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037481 | GERDES III, BENJAMIN P. | 618.00 | | | 03/31/21 |
| | | HAP_Sherwood D 042021 | | | | | | | | |
| 1581 | | 10/21 | AP | 04/01/21 | 0037481 | GERDES III, BENJAMIN P. | 766.00 | | | 03/31/21 |

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|---|--------|------------|----|-------------------|---------|--|------------|---------|-------------------------|
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED | | | | | | continued | | | |
| 1581 | | | | 10/21 AP 04/01/21 | 0037491 | J & A PROPERTIES | 796.00 | | 03/31/21 |
| 1581 | | | | 10/21 AP 04/01/21 | 0037457 | BARTELT RENTALS L.C. | 475.00 | | 03/31/21 |
| 1581 | | | | 10/21 AP 04/01/21 | 0037457 | BARTELT RENTALS L.C. | 850.00 | | 03/31/21 |
| 1581 | | | | 10/21 AP 04/01/21 | 0037460 | C & H HOLDINGS LLC | 551.00 | | 03/31/21 |
| 1562 | | | | 09/21 AP 03/22/21 | 0037454 | HOUSING AUTHORITY OF JOLIET MOVED OUT MID-MONTH | 632.00 | | 03/26/21 |
| ACCOUNT TOTAL | | | | | | | 102,369.00 | .00 | 102,369.00 |
| 217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS | | | | | | | | | |
| 1581 | | | | 10/21 AP 04/01/21 | 0037468 | COOK CO.HOUSING AUTHORITY | 34.16 | | 03/31/21 |
| 1581 | | | | 10/21 AP 04/01/21 | 0037488 | HOUSING AUTHORITY OF JOLIET | 37.70 | | 03/31/21 |
| 1581 | | | | 10/21 AP 04/01/21 | 0037488 | HOUSING AUTHORITY OF JOLIET | 37.70 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 109.56 | .00 | 109.56 |
| FUND TOTAL | | | | | | | 102,478.56 | .00 | 102,478.56 |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| FUND 224 TRUST & AGENCY | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | |
| FUND 254 CABLE TV FUND | | | | | | | | | |
| 1491 | | | | 09/21 AP 03/11/21 | 0395598 | BOWMAN, DENNY RMB:PRKG-STATE BASKETBALL DES MOINES | 20.00 | | 03/12/21 |
| ACCOUNT TOTAL | | | | | | | 20.00 | .00 | 20.00 |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | | | |
| 1535 | | | | 09/21 AP 03/20/21 | 0395622 | HUNT, PHILLIP UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR | 200.00 | | 03/22/21 |
| 1535 | | | | 09/21 AP 03/20/21 | 0395624 | SURMA, JOSEPH EDWARD UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR | 200.00 | | 03/22/21 |
| 1535 | | | | 09/21 AP 03/20/21 | 0395619 | BENSON, ERIC UNI FOOTBALL-MISSOURI ST. CAMERA OPERATOR | 200.00 | | 03/22/21 |

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|---|--------|------------|----|----------|--------------------|---|-----------|----------|-----------------|----------|
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING | | | | | | | continued | | | |
| PROJECT#: 756 | | | | | | | | | | |
| 1535 | | 09/21 AP | | 03/20/21 | 0395623 | STOW, CHRISTIAN CAMERA OPERATOR | 200.00 | | | 03/22/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1535 | | 09/21 AP | | 03/20/21 | 0395621 | DEWITT, JASON CAMERA OPERATOR | 200.00 | | | 03/22/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395586 | BENSON, ERIC UNI FOOTBALL-MISSOURI ST. | | 200.00 | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395586 | BENSON, ERIC UNI FOOTBALL-ILLINOIS ST. | 200.00 | | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395588 | DEWITT, JASON UNI FOOTBALL-MISSOURI ST. | | 200.00 | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395588 | DEWITT, JASON UNI FOOTBALL-ILLINOIS ST. | 200.00 | | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395591 | SURMA, JOSEPH EDWARD UNI FOOTBALL-MISSOURI ST. | | 200.00 | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395591 | SURMA, JOSEPH EDWARD UNI FOOTBALL-ILLINOIS ST. | 200.00 | | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395589 | HUNT, PHILLIP UNI FOOTBALL-MISSOURI ST. | | 200.00 | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395589 | HUNT, PHILLIP UNI FOOTBALL-ILLINOIS ST. | 200.00 | | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395590 | STOW, CHRISTIAN UNI FOOTBALL-MISSOURI ST. | | 200.00 | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| 1551 | | 09/21 AP | | 03/06/21 | 0395590 | STOW, CHRISTIAN UNI FOOTBALL-ILLINOIS ST. | 200.00 | | | 03/25/21 |
| PROJECT#: 756 | | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,000.00 | 1,000.00 | 1,000.00 | |
| FUND TOTAL | | | | | | | 2,020.00 | 1,000.00 | 1,020.00 | |

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|------------------------------------|--------|------------|----|-------|--------------------|--|----------|---------|-----------------|----------|
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-1562 | | 435.86-01 | | 09/21 | 0395629 | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE CEDAR FALLS UTILITIES | 15.75 | | | 03/26/21 |
| | | | | | | UTILITIES THRU 03/01/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 15.75 | .00 | 15.75 | |
| | | | | | | FUND TOTAL | 15.75 | .00 | 15.75 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-1491 | | 423.85-01 | | 09/21 | 0395599 | UTILITIES / UTILITIES CEDAR FALLS UTILITIES | 1,649.12 | | | 03/12/21 |
| | | | | | | UTILITIES THRU 02/16/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 1,649.12 | .00 | 1,649.12 | |
| | | | | | | FUND TOTAL | 1,649.12 | .00 | 1,649.12 | |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | | |
| 262-1092-1562 | | 423.85-01 | | 09/21 | 0395629 | UTILITIES / UTILITIES CEDAR FALLS UTILITIES | 107.45 | | | 03/26/21 |
| | | | | | | UTILITIES THRU 03/01/21 | | | | |
| | | | | | | ACCOUNT TOTAL | 107.45 | .00 | 107.45 | |
| | | | | | | FUND TOTAL | 107.45 | .00 | 107.45 | |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | | |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | | |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | | |
| FUND 294 LIBRARY RESERVE | | | | | | | | | | |
| FUND 295 SOFTBALL PLAYER CAPITAL | | | | | | | | | | |
| FUND 296 GOLF CAPITAL | | | | | | | | | | |
| FUND 297 REC FACILITIES CAPITAL | | | | | | | | | | |
| FUND 298 HEARST CAPITAL | | | | | | | | | | |
| FUND 311 DEBT SERVICE FUND | | | | | | | | | | |
| FUND 402 WASHINGTON PARK FUND | | | | | | | | | | |
| FUND 404 FEMA | | | | | | | | | | |
| FUND 405 FLOOD RESERVE FUND | | | | | | | | | | |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | | |

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|--|--------|------------|----|----------|--------------------|---|----------|---------|-----------------|----------|
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | | |
| FUND 430 2004 TIF BOND | | | | | | | | | | |
| FUND 431 2014 BOND | | | | | | | | | | |
| FUND 432 2003 BOND | | | | | | | | | | |
| FUND 433 2001 TIF | | | | | | | | | | |
| FUND 434 2000 BOND | | | | | | | | | | |
| FUND 435 1999 TIF | | | | | | | | | | |
| FUND 436 2012 BOND | | | | | | | | | | |
| FUND 437 2018 BOND | | | | | | | | | | |
| FUND 438 2020 BOND FUND | | | | | | | | | | |
| FUND 439 2008 BOND FUND | | | | | | | | | | |
| FUND 443 CAPITAL PROJECTS | | | | | | | | | | |
| 443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES UTILITIES THRU 03/01/21 | 271.61 | | | 03/26/21 |
| ACCOUNT TOTAL | | | | | | | 271.61 | 0.00 | 271.61 | |
| FUND TOTAL | | | | | | | 271.61 | 0.00 | 271.61 | |
| FUND 472 PARKADE RENOVATION | | | | | | | | | | |
| FUND 473 SIDEWALK ASSESSMENT | | | | | | | | | | |
| FUND 483 ECONOMIC DEVELOPMENT | | | | | | | | | | |
| FUND 484 ECONOMIC DEVELOPMENT LAND | | | | | | | | | | |
| FUND 541 2018 STORM WATER BONDS | | | | | | | | | | |
| FUND 544 2008 SEWER BONDS | | | | | | | | | | |
| FUND 545 2006 SEWER BONDS | | | | | | | | | | |
| FUND 546 SEWER IMPROVEMENT FUND | | | | | | | | | | |
| FUND 547 SEWER RESERVE FUND | | | | | | | | | | |
| FUND 548 1997 SEWER BOND FUND | | | | | | | | | | |
| FUND 549 1992 SEWER BOND FUND | | | | | | | | | | |
| FUND 550 2000 SEWER BOND FUND | | | | | | | | | | |
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-436.85-01 UTILITIES / UTILITIES | | | | | | | | | | |
| 1562 | | 09/21 AP | | 03/01/21 | 0395629 | CEDAR FALLS UTILITIES UTILITIES THRU 03/01/21 | 2,092.16 | | | 03/26/21 |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES UTILITIES THRU 02/16/21 | 4,237.28 | | | 03/12/21 |
| ACCOUNT TOTAL | | | | | | | 6,329.44 | 0.00 | 6,329.44 | |
| 551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 | CEDAR FALLS UTILITIES UTILITIES THRU 02/16/21 | 5,860.00 | | | 03/12/21 |
| ACCOUNT TOTAL | | | | | | | 5,860.00 | 0.00 | 5,860.00 | |

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|----------------------------|-----------|---|---------|------|--------------------------|-------------|--------|---------|-----------------|---------|
| FUND 551 REFUSE FUND | | | | | | | | | | |
| 551-6685-1535 | 436.87-02 | RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | | | |
| | 09/21 AP | 03/15/21 | 0395620 | | BLACK HAWK CO.LANDFILL | 22,231.17 | | | 03/22/21 | |
| | | | | | LANDFILL SRV:3/1-3/15/21 | | | | | |
| | | | | | ACCOUNT TOTAL | 22,231.17 | .00 | | 22,231.17 | |
| | | | | | FUND TOTAL | 34,420.61 | .00 | | 34,420.61 | |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-1562 | 436.85-01 | UTILITIES / UTILITIES | | | | | | | | |
| | 09/21 AP | 03/01/21 | 0395629 | | CEDAR FALLS UTILITIES | 14,387.43 | | | 03/26/21 | |
| | | | | | UTILITIES THRU 03/01/21 | | | | | |
| 1491 | 09/21 AP | 02/16/21 | 0395599 | | CEDAR FALLS UTILITIES | 6,524.55 | | | 03/12/21 | |
| | | | | | UTILITIES THRU 02/16/21 | | | | | |
| | | | | | ACCOUNT TOTAL | 20,911.98 | .00 | | 20,911.98 | |
| 552-6665-1562 | 436.85-01 | UTILITIES / UTILITIES | | | | | | | | |
| | 09/21 AP | 03/01/21 | 0395629 | | CEDAR FALLS UTILITIES | 13,112.14 | | | 03/26/21 | |
| | | | | | UTILITIES THRU 03/01/21 | | | | | |
| | | | | | ACCOUNT TOTAL | 13,112.14 | .00 | | 13,112.14 | |
| 552-6665-1535 | 436.86-33 | REPAIR & MAINTENANCE / SLUDGE REMOVAL | | | | | | | | |
| | 09/21 AP | 03/15/21 | 0395620 | | BLACK HAWK CO.LANDFILL | 349.84 | | | 03/22/21 | |
| | | | | | LANDFILL SRV:3/1-3/15/21 | | | | | |
| | | | | | ACCOUNT TOTAL | 349.84 | .00 | | 349.84 | |
| 552-6665-1491 | 436.86-34 | REPAIR & MAINTENANCE / BILLING & COLLECTING | | | | | | | | |
| | 09/21 AP | 02/16/21 | 0395599 | | CEDAR FALLS UTILITIES | 5,860.00 | | | 03/12/21 | |
| | | | | | UTILITIES THRU 02/16/21 | | | | | |
| | | | | | ACCOUNT TOTAL | 5,860.00 | .00 | | 5,860.00 | |
| | | | | | FUND TOTAL | 40,233.96 | .00 | | 40,233.96 | |
| FUND 553 2004 SEWER BOND | | | | | | | | | | |

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|---|--------|------------|----|------------------|---|----------|---------|-------------------------|
| FUND 555 STORM WATER UTILITY | | | | | | | | |
| 555-6630-432.86-34 | | 09/21 AP | | 03/01/21 | REPAIR & MAINTENANCE / BILLING & COLLECTING CEDAR FALLS UTILITIES | 33.59 | | 03/26/21 |
| 1562 | | 09/21 AP | | 03/01/21 | UTILITIES THRU 03/01/21 | | | |
| 1491 | | 09/21 AP | | 02/16/21 | 0395599 CEDAR FALLS UTILITIES | 5,860.00 | | 03/12/21 |
| | | | | 02/16/21 | UTILITIES THRU 02/16/21 | | | |
| ACCOUNT TOTAL | | | | | | 5,893.59 | .00 | 5,893.59 |
| FUND TOTAL | | | | | | 5,893.59 | .00 | 5,893.59 |
| FUND 570 SEWER ASSESSMENT | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | |
| 606-1078-441.81-43 | | 09/21 AP | | 03/10/21 | PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES CEDAR FALLS UTILITIES | 15.00 | | 03/24/21 |
| 1548 | | 09/21 AP | | 03/10/21 | LIBRARY DOMAIN NAME STATIC IP ADDRESS | | | |
| ACCOUNT TOTAL | | | | | | 15.00 | .00 | 15.00 |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT | | | | | | | | |
| 1525 | | 09/21 AP | | 03/06/21 | 0395617 U.S. CELLULAR | 69.27 | | 03/18/21 |
| | | | | | CELL PHONE:3/6-4/5/21 | | | |
| 1548 | | 09/21 AP | | 03/06/21 | 0395628 U.S. CELLULAR | 2,476.08 | | 03/24/21 |
| | | | | | WIRELESS SRV:3/6-4/5/21 | | | |
| ACCOUNT TOTAL | | | | | | 2,545.35 | .00 | 2,545.35 |
| 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS | | | | | | | | |
| 1548 | | 09/21 AP | | 03/10/21 | 0395625 CEDAR FALLS UTILITIES | 3,320.00 | | 03/24/21 |
| | | | | | FIBER POINT:2/11-3/10/21 | | | |
| ACCOUNT TOTAL | | | | | | 3,320.00 | .00 | 3,320.00 |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS | | | | | | | | |
| 1525 | | 09/21 AP | | 02/02/21 | 0395618 WHEN TO WORK INC | 720.00 | | 03/18/21 |
| | | | | | SCHEDULING SOFTWARE-REC 2/8/21-2/7/22;REDO#136489 | | | |
| ACCOUNT TOTAL | | | | | | 720.00 | .00 | 720.00 |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | |
| 1548 | | 09/21 AP | | 03/06/21 | 0395628 U.S. CELLULAR | 458.99 | | 03/24/21 |
| | | | | | IPAD | | | |
| ACCOUNT TOTAL | | | | | | 458.99 | .00 | 458.99 |

| GROUP | PO | ACCTG | ----TRANSACTION---- | | | | DEBITS | CREDITS | CURRENT |
|---|-----|--------------------|---------------------|--------------|---------|-------------------------|-----------|---------|-----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | |
| FUND TOTAL | | | | | | | 7,059.34 | .00 | 7,059.34 |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | |
| 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS | | | | | | | | | |
| 1562 | | 09/21 | AP | 03/24/21 | 0395632 | WINTERBERG, PATSY | 486.00 | | 03/26/21 |
| | | RMB:APR-JUN'21 | | HEALTH SEV | | MEDICARE SUPPL.-PATSY | | | |
| 1562 | | 09/21 | AP | 03/24/21 | 0395632 | WINTERBERG, PATSY | 564.90 | | 03/26/21 |
| | | RMB:APR-JUN'21 | | HEALTH SEV | | MEDICARE SUPPL.-GAYLEN | | | |
| 1525 | | 09/21 | AP | 03/15/21 | 0395616 | LUX, JOSH | 106.97 | | 03/18/21 |
| | | RMB:HEALTH SEV.1/2 | | MAR'21 | | | | | |
| 1525 | | 09/21 | AP | 03/15/21 | 0395612 | ANDERSON, ALETA L. | 148.50 | | 03/18/21 |
| | | RMB:FEB. 2021 | | HEALTH SEV. | | MEDICARE-ALETA | | | |
| 1525 | | 09/21 | AP | 03/15/21 | 0395612 | ANDERSON, ALETA L. | 148.50 | | 03/18/21 |
| | | RMB:FEB. 2021 | | HEALTH SEV. | | MEDICARE-RICHARD | | | |
| ACCOUNT TOTAL | | | | | | | 1,454.87 | .00 | 1,454.87 |
| FUND TOTAL | | | | | | | 1,454.87 | .00 | 1,454.87 |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | |
| FUND 686 PAYROLL FUND | | | | | | | | | |
| 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE | | | | | | | | | |
| 1548 | | 09/21 | AP | 03/24/21 | 0395627 | TEAMSTERS LOCAL #238 | 4,207.72 | | 03/24/21 |
| | | UNION DUES-MARCH | | 2021 | | | | | |
| 1548 | | 09/21 | AP | 03/24/21 | 0395626 | CEDAR VALLEY UNITED WAY | 306.00 | | 03/24/21 |
| | | 1ST QTR.2021 | | CONTRIBUTION | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,513.72 | .00 | 4,513.72 |
| FUND TOTAL | | | | | | | 4,513.72 | .00 | 4,513.72 |
| FUND 687 WORKERS COMPENSATION FUND | | | | | | | | | |
| FUND 688 LTD INSURANCE FUND | | | | | | | | | |
| FUND 689 LIABILITY INSURANCE FUND | | | | | | | | | |
| FUND 724 TRUST & AGENCY | | | | | | | | | |
| 724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND | | | | | | | | | |
| 1513 | | 09/21 | AP | 03/12/21 | 0395608 | GENERAL FUND | 56,091.56 | | 03/16/21 |
| | | PROPERTY TAX | | PAYMENT | | | | | |
| ACCOUNT TOTAL | | | | | | | 56,091.56 | .00 | 56,091.56 |
| FUND TOTAL | | | | | | | 56,091.56 | .00 | 56,091.56 |

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| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | DEBITS | CREDITS | BALANCE |
| | | | | | | | | | POST DT |
| FUND 727 | GREENWOOD | CEMETERY | P-CARE | | | | | | |
| FUND 728 | FAIRVIEW | CEMETERY | P-CARE | | | | | | |
| FUND 729 | HILLSIDE | CEMETERY | P-CARE | | | | | | |
| FUND 790 | FLOOD | LEVY | | | | | | | |
| GRAND TOTAL | | | | | | | 499,376.93 | 1,000.00 | 498,376.93 |

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|-----------------------|-----------|---------------|--|---------|-------------------------------|----------|---------|--------------------|---------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-1008-441.83-06 | | | TRANSPORTATION&EDUCATION / EDUCATION | | | | | | |
| 1520 | | 10/21 AP | 03/17/21 | 0000000 | IOWA LEAGUE-CITIES | 224.00 | | 03/31/21 | |
| | | | REG:IMPI 2021-K KERR | | AMES 7/20/21 & 7/22/21 | | | | |
| | | | ACCOUNT TOTAL | | | 224.00 | .00 | 224.00 | |
| | | | | | | | | | |
| 101-1008-441.87-01 | | | RENTALS / RENTALS | | | | | | |
| 1520 | | 10/21 AP | 03/14/21 | 0000000 | QUADIENT, INC. | 162.00 | | 03/31/21 | |
| | | | POSTAGE METER RENTAL | | 4/13/21-7/12/21 | | | | |
| | | | ACCOUNT TOTAL | | | 162.00 | .00 | 162.00 | |
| | | | | | | | | | |
| 101-1028-441.81-50 | | | PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS | | | | | | |
| 1542 | | 10/21 AP | 12/18/20 | 0000000 | ALLEN MEMORIAL HOSPITAL | 27.00 | | 03/31/21 | |
| | | | PRE-EMPLOY.PHYS-DEC'20 | | | | | | |
| 1542 | | 10/21 AP | 12/18/20 | 0000000 | IOWA PHYSICIANS CLINIC MED. F | 21.00 | | 03/31/21 | |
| | | | PRE-EMPLOY.PHYS-DEC'20 | | | | | | |
| 1542 | | 10/21 AP | 12/18/20 | 0000000 | IOWA PHYSICIANS CLINIC MED. F | 218.00 | | 03/31/21 | |
| | | | PRE-EMPLOY.PHYS-DEC'20 | | | | | | |
| | | | ACCOUNT TOTAL | | | 266.00 | .00 | 266.00 | |
| | | | | | | | | | |
| 101-1028-441.81-53 | | | PROFESSIONAL SERVICES / JOB NOTICES | | | | | | |
| 1542 | | 10/21 AP | 03/19/21 | 0000000 | CEDAR VALLEY SAVER, INC. | 75.00 | | 03/31/21 | |
| | | | JOB AD:SEASONAL LABORERS | | 3/18/21 DISPLAY AD,WEB AD | | | | |
| 1542 | | 10/21 AP | 03/19/21 | 0000000 | CEDAR VALLEY SAVER, INC. | 75.00 | | 03/31/21 | |
| | | | JOB AD:REC/AQUATIC | | 3/18/21 DISPLAY AD,WEB AD | | | | |
| 1542 | | 10/21 AP | 03/19/21 | 0000000 | CEDAR VALLEY SAVER, INC. | 75.00 | | 03/31/21 | |
| | | | JOB AD:PT ADMIN.ASSISTANT | | 3/18/21 DISPLAY AD,WEB AD | | | | |
| 1542 | | 10/21 AP | 02/28/21 | 0000000 | REGISTER MEDIA | 479.30 | | 03/31/21 | |
| | | | JOB AD:PRINCIPAL ENGINEER | | 2/14/21 DIGITAL ADV | | | | |
| 1542 | | 10/21 AP | 02/28/21 | 0000000 | REGISTER MEDIA | 311.35 | | 03/31/21 | |
| | | | JOB AD:PRINCIPAL ENGINEER | | 2/17/21 DIGITAL ADV | | | | |
| 1542 | | 10/21 AP | 02/28/21 | 0000000 | REGISTER MEDIA | 459.00 | | 03/31/21 | |
| | | | JOB AD:CIVIL CAD TECH | | 2/27/21 DIGITAL ADV | | | | |
| 1542 | | 10/21 AP | 02/28/21 | 0000000 | REGISTER MEDIA | 208.35 | | 03/31/21 | |
| | | | JOB AD:CIVIL CAD TECH | | 1/17-2/11/21 PKG ADV | | | | |
| | | | ACCOUNT TOTAL | | | 1,683.00 | .00 | 1,683.00 | |
| | | | | | | | | | |
| 101-1028-441.83-06 | | | TRANSPORTATION&EDUCATION / EDUCATION | | | | | | |
| 1568 | | 09/21 AP | 09/01/20 | 0135127 | IAPELRA | | 50.00 | 03/29/21 | |
| | | | VOID CHECK-LOST | | REG:FALL CONF.-B.BALVANZ | | | | |
| | | | ACCOUNT TOTAL | | | .00 | 50.00 | 50.00- | |

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| FUND 101 GENERAL FUND | | | | | | | | |
| 101-1048-441.81-29 | | | | | PROFESSIONAL SERVICES / LEGAL CONSULTANTS | | | |
| 1520 | | 10/21 AP | | 04/01/21 | 0000000 AHLERS AND COONEY, P.C. | 3,900.00 | | 03/31/21 |
| | | | | | LEGAL SERVICES-APRIL'21 | | | |
| 1520 | | 10/21 AP | | 04/01/21 | 0000000 SWISHER & COHRT, P.L.C. | 2,600.00 | | 03/31/21 |
| | | | | | LEGAL SERVICES-APRIL'21 | | | |
| 1542 | | 10/21 AP | | 03/24/21 | 0000000 PETERSEN COURT REPORTERS INC | 214.70 | | 03/31/21 |
| | | | | | LGL:RE:PPC HEARING 2/23-2/24/21 | | | |
| 1542 | | 10/21 AP | | 03/18/21 | 0000000 DAVIS,BROWN,KOEHN,SHORS & ROB | 223.00 | | 03/31/21 |
| | | | | | LGL:RE:IMMIGRATION 2/22/21-2/24/21 | | | |
| | | | | | ACCOUNT TOTAL | 6,937.70 | .00 | 6,937.70 |
| | | | | | | | | |
| 101-1048-441.81-30 | | | | | PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT | | | |
| 1520 | | 10/21 AP | | 04/01/21 | 0000000 SWISHER & COHRT, P.L.C. | 1,000.00 | | 03/31/21 |
| | | | | | LEGAL SERVICES-APRIL'21 | | | |
| | | | | | ACCOUNT TOTAL | 1,000.00 | .00 | 1,000.00 |
| | | | | | | | | |
| 101-1048-441.81-99 | | | | | PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION | | | |
| 1565 | | 10/21 AP | | 03/19/21 | 0000000 STANARD & ASSOCIATES,INC. | 31.50 | | 03/31/21 |
| | | | | | PSO APPLICANT TESTING DEREK BROWN | | | |
| | | | | | ACCOUNT TOTAL | 31.50 | .00 | 31.50 |
| | | | | | | | | |
| 101-1048-441.83-06 | | | | | TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1568 | | 09/21 AP | | 09/01/20 | 0135127 IAPELRA | | 75.00 | 03/29/21 |
| | | | | | VOID CHECK-LOST REG:FALL CONF.-C.SOLE | | | |
| | | | | | ACCOUNT TOTAL | .00 | 75.00 | 75.00- |
| | | | | | | | | |
| 101-1199-411.32-90 | | | | | COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT | | | |
| 1565 | | 10/21 AP | | 02/14/21 | 0000000 MIDWEST DEFENSE SOLUTIONS, LL | 725.00 | | 03/31/21 |
| | | | | | 2 BALLISTIC VESTS 50% REIMBURSED BY GRANT | | | |
| 1565 | | 10/21 AP | | 08/21/20 | 0000000 MIDWEST DEFENSE SOLUTIONS, LL | 1,667.50 | | 03/31/21 |
| | | | | | 5 BALLISTIC VESTS 50% REIMBURSED BY GRANT | | | |
| 1565 | | 10/21 AP | | 08/10/20 | 0000000 MIDWEST DEFENSE SOLUTIONS, LL | 715.00 | | 03/31/21 |
| | | | | | 2 BALLISTIC VESTS 50% REIMBURSED BY GRANT | | | |
| | | | | | ACCOUNT TOTAL | 3,107.50 | .00 | 3,107.50 |
| | | | | | | | | |
| 101-1199-421.31-10 | | | | | HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | |
| 1576 | | 10/21 AP | | 03/09/21 | 0000000 GROTH, ROBYN | 500.00 | | 03/31/21 |
| | | | | | ESSAY FOR FERNER NUHN BOOK PUBLICATION PROJECT | | | |
| 1568 | | 09/21 AP | | 02/05/21 | 0136494 AMERICAN COLOR IMAGING | | 7.50 | 03/29/21 |
| | | | | | VOID CHECK-PD W/PCARD PRINT SUMNER WORK.TEACHER | | | |

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|--|--------|------------|----|----------|--------------------|--|----------|----------|-----------------|-----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-1199-421.31-10 | | | | | | HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE | | | | continued |
| 1568 | | 09/21 AP | | 01/29/21 | 0136494 | AMERICAN COLOR IMAGING | | 144.46 | | 03/29/21 |
| | | | | | | VOID CHECK-PAID W/PCARD | | | | |
| | | | | | | METAL PRINTS FOR EXHIBIT | | | | |
| 1568 | | 09/21 AP | | 08/20/20 | 0135385 | METRICK-CHEN, LENORE | | 900.00 | | 03/29/21 |
| | | | | | | VOID CHECK-LOST | | | | |
| | | | | | | VIRTUAL CONVERSATIONS W/ | | | | |
| | | | | | | ACCOUNT TOTAL | 500.00 | 1,051.96 | | 551.96- |
| 101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT | | | | | | | | | | |
| 1542 | | 10/21 AP | | 04/01/21 | 0000000 | VEHICLE MAINTENANCE FUND | 3,987.50 | | | 03/31/21 |
| | | | | | | PAYMENT FOR FY21-4TH QTR | | | | |
| | | | | | | ACCOUNT TOTAL | 3,987.50 | .00 | | 3,987.50 |
| 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING | | | | | | | | | | |
| 1520 | | 10/21 AP | | 03/11/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 327.27 | | | 03/31/21 |
| | | | | | | 3/1/21 CC MTG.MINS/BILLS | | | | |
| 1520 | | 10/21 AP | | 03/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 20.12 | | | 03/31/21 |
| | | | | | | PH NTC-PLANS'21 ST CONST. | | | | |
| 1520 | | 10/21 AP | | 03/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 29.68 | | | 03/31/21 |
| | | | | | | ORD.2983 NUISANCE-POULTRY | | | | |
| 1520 | | 10/21 AP | | 03/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 712.75 | | | 03/31/21 |
| | | | | | | ORD.2984-PERMITNG-POULTRY | | | | |
| 1520 | | 10/21 AP | | 03/05/21 | 0000000 | COURIER LEGAL COMMUNICATIONS | 92.05 | | | 03/31/21 |
| | | | | | | ORD.2985 POULTRY REGULATE | | | | |
| | | | | | | REGULATIONS FOR KEEPING | | | | |
| | | | | | | ACCOUNT TOTAL | 1,181.87 | .00 | | 1,181.87 |
| 101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION | | | | | | | | | | |
| 1542 | | 10/21 AP | | 03/23/21 | 0000000 | IOWA CIVIL RIGHTS COMMISSION | 225.00 | | | 03/31/21 |
| | | | | | | PRESENTATION 3/22/21 | | | | |
| | | | | | | COMPLAINT PROCEDURE | | | | |
| | | | | | | ACCOUNT TOTAL | 225.00 | .00 | | 225.00 |
| 101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST | | | | | | | | | | |
| 1520 | | 10/21 AP | | 04/01/21 | 0000000 | COPE MURPHY+CO LLP | 4,500.00 | | | 03/31/21 |
| | | | | | | LOBBYING FEE-APRIL'21 | | | | |
| | | | | | | ACCOUNT TOTAL | 4,500.00 | .00 | | 4,500.00 |
| 101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH | | | | | | | | | | |
| 1542 | | 10/21 AP | | 04/01/21 | 0000000 | BLACK HAWK CO.HEALTH DEPT. | 3,250.00 | | | 03/31/21 |
| | | | | | | PAYMENT FOR FY21-4TH QTR | | | | |
| | | | | | | ACCOUNT TOTAL | 3,250.00 | .00 | | 3,250.00 |

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|--|--------|------------|----|-------------------------------|---------|-------------------------------|----------|---------|----------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2205-432.88-38 | | | | 10/21 AP 04/01/21 | 0000000 | CEDAR VALLEY YOUTH SOCCER ASS | 2,500.00 | | 03/31/21 |
| 1542 | | | | PAYMENT FOR FY21-4TH QTR | | | | | |
| ACCOUNT TOTAL | | | | | | | 2,500.00 | .00 | 2,500.00 |
| 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES | | | | | | | | | |
| 101-2235-412.71-07 | | | | 10/21 AP 03/12/21 | 0000000 | COOLEY SANITATION LLC | 439.37 | | 03/31/21 |
| 1521 | | | | 2013 MAPLEWOOD CLEAN UP | | CODE ENFORCEMENT | | | |
| ACCOUNT TOTAL | | | | | | | 439.37 | .00 | 439.37 |
| 101-2235-412.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | |
| 101-2235-412.72-16 | | | | 10/21 AP 03/17/21 | 0000000 | FEDERAL EXPRESS | 16.56 | | 03/31/21 |
| 1542 | | | | SHIPPING WARRANTY RETURN | | | | | |
| ACCOUNT TOTAL | | | | | | | 16.56 | .00 | 16.56 |
| 101-2245-442.81-16 PROFESSIONAL SERVICES / ZONING ORDINANCE | | | | | | | | | |
| 101-2245-442.81-16 | | | | 10/21 AP 03/01/21 | 0000000 | FERRELL MADDEN | 4,000.00 | | 03/31/21 |
| 1521 | | | | 3221-COLLEGE HILL VSN&ZN | | TASK 3,4 JAN 15-FEB 2021 | | | |
| PROJECT#: | | | | 023221 | | | | | |
| ACCOUNT TOTAL | | | | | | | 4,000.00 | .00 | 4,000.00 |
| 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 101-2253-423.71-01 | | | | 10/21 AP 03/22/21 | 0000000 | CITY LAUNDERING CO. | 30.00 | | 03/31/21 |
| 1569 | | | | MATS | | | | | |
| ACCOUNT TOTAL | | | | | | | 30.00 | .00 | 30.00 |
| 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP | | | | | | | | | |
| 101-2253-423.86-30 | | | | 10/21 AP 03/22/21 | 0000000 | PLUMB TECH INC. | 254.46 | | 03/31/21 |
| 1569 | | | | PIPING REPAIR | | | | | |
| 101-2253-423.86-30 | | | | 10/21 AP 03/22/21 | 0000000 | CINTAS FIRST AID & SAFETY | 21.61 | | 03/31/21 |
| 1569 | | | | FIRST AID SUPPLIES | | | | | |
| 101-2253-423.86-30 | | | | 10/21 AP 03/10/21 | 0000000 | COMPRESSED AIR & EQUIPMENT | 617.09 | | 03/31/21 |
| 1569 | | | | DRYER MAINTENANCE | | | | | |
| 101-2253-423.86-30 | | | | 10/21 AP 03/09/21 | 0000000 | MAXIMUM SIGHT & SOUND | 95.00 | | 03/31/21 |
| 1569 | | | | PA SYSTEM REPAIR | | | | | |
| ACCOUNT TOTAL | | | | | | | 988.16 | .00 | 988.16 |
| 101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |

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| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-2280-423.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | continued |
| 1576 | | 10/21 | AP | 03/08/21 | 0000000 | O'DONNELL ACE HARDWARE CANNED AIR | 19.24 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 19.24 | .00 | 19.24 |
| 101-2280-423.72-71 | | | | | | OPERATING SUPPLIES / GALLERY SUPPLIES | | | |
| 1576 | | 10/21 | AP | 03/15/21 | 0000000 | SIGNS BY TOMORROW | 34.75 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/02/21 | 0000000 | WALL LABELS FOR PUBLIC SAFETY PIECES O'DONNELL ACE HARDWARE COMMAND STRIPS | 10.69 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 45.44 | .00 | 45.44 |
| 101-2280-423.81-01 | | | | | | PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | |
| 1576 | | 10/21 | AP | 03/23/21 | 0000000 | BLACK HAWK COUNTY CONSERVATIO | 500.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/10/21 | 0000000 | HARTMAN RESERVE VISITING ARTIST SPONSORSHIP | 225.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/10/21 | 0000000 | TEEN ART INSTRUCTOR FOR MARCH & APRIL | 50.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/09/21 | 0000000 | TINY ART QUEST ARTIST HONORARIUM | 50.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/09/21 | 0000000 | TINY ART QUEST ART HONORARIUM | 50.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 03/09/21 | 0000000 | TINY ART QUEST ART HONORARIUM | 500.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 02/02/21 | 0000000 | LOUNSBERRY, BARBARA BOOK PUBLICATION PROJECT | 135.00 | | 03/31/21 |
| 1576 | | 10/21 | AP | 02/02/21 | 0000000 | ESSAY FOR FERNER NUHN HOWARD, KAREN ZENTANGLE WORKSHOP 2/13,2/20,2/27/21 | 135.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 1,510.00 | .00 | 1,510.00 |
| 101-4511-414.72-02 | | | | | | OPERATING SUPPLIES / LAUNDRY | | | |
| 1563 | | 10/21 | AP | 03/22/21 | 0000000 | CITY LAUNDERING CO. | 21.00 | | 03/31/21 |
| 1563 | | 10/21 | AP | 03/22/21 | 0000000 | TOWELS;MATS-PSS BUILDING CITY LAUNDERING CO. | 3.00 | | 03/31/21 |
| 1563 | | 10/21 | AP | 03/08/21 | 0000000 | TOWELS-STATION #1 CITY LAUNDERING CO. | 21.00 | | 03/31/21 |
| 1563 | | 10/21 | AP | 02/22/21 | 0000000 | TOWELS;MATS-PSS BUILDING CITY LAUNDERING CO. | 3.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 48.00 | .00 | 48.00 |
| 101-4511-414.72-09 | | | | | | OPERATING SUPPLIES / EQUIPMENT REPAIR | | | |
| 1563 | | 10/21 | AP | 03/17/21 | 0000000 | SANDRY FIRE SUPPLY, L.L.C. | 361.01 | | 03/31/21 |

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| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR | | | | | | continued | | | |
| 1563 | | SCBA REPAIR | | 10/21 AP 03/11/21 | 0000000 | SANDRY FIRE SUPPLY, L.L.C. | 495.09 | | 03/31/21 |
| | | EQUIPMENT REPAIR | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 856.10 | .00 | 856.10 |
| 101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE | | | | | | | | | |
| 1542 | | FEDERAL EXPRESS | | 10/21 AP 03/17/21 | 0000000 | | 16.67 | | 03/31/21 |
| | | SHIPPING EQUIP REPAIR | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 16.67 | .00 | 16.67 |
| 101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES | | | | | | | | | |
| 1563 | | FAREWAY STORES INC. #190 | | 10/21 AP 03/23/21 | 0000000 | | 65.19 | | 03/31/21 |
| 1565 | | LAUNDRY;CLEANING SUPPLIES | | 10/21 AP 03/09/21 | 0000000 | CINTAS FIRST AID & SAFETY | 7.43 | | 03/31/21 |
| | | RESTOCK FD FIRST AID KIT | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 72.62 | .00 | 72.62 |
| 101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH | | | | | | | | | |
| 1565 | | BLACK HAWK CO.AUDITOR | | 10/21 AP 03/26/21 | 0000000 | | 30,373.20 | | 03/31/21 |
| | | FY21 Q4 CONSOLIDATED COMM | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 30,373.20 | .00 | 30,373.20 |
| 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 1563 | | UNIV.OF IOWA HOSPITALS-CLINIC | | 10/21 AP 03/22/21 | 0000000 | PURDY/TAYLOR | 17.00 | | 03/31/21 |
| | | BLS HEALTHCARE CARDS-2 | | | | | | | |
| 1563 | | UNIV.OF IOWA HOSPITALS-CLINIC | | 10/21 AP 03/16/21 | 0000000 | COPP/YATES/JOHANNSEN | 25.50 | | 03/31/21 |
| | | BLS HEALTHCARE CARDS-3 | | | | | | | |
| ACCOUNT TOTAL | | | | | | | 42.50 | .00 | 42.50 |
| 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 1563 | | SANDRY FIRE SUPPLY, L.L.C. | | 10/21 AP 03/17/21 | 0000000 | CHEMGUARD FOAM | 795.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 795.00 | .00 | 795.00 |
| 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | | | | | |
| 1565 | | STOREY KENWORTHY | | 10/21 AP 03/25/21 | 0000000 | PENS | 22.98 | | 03/31/21 |

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|-----------------------|--------|------------|----|----------|--------------------|--|-----------|---------|-------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.71-01 | | | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | |
| 1565 | | 10/21 AP | | 03/11/21 | 0000000 | STOREY KENWORTHY PENS | 57.45 | | 03/31/21 |
| | | | | | | ACCOUNT TOTAL | 80.43 | .00 | 80.43 |
| continued | | | | | | | | | |
| 101-5521-415.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | |
| 1563 | | 10/21 AP | | 03/22/21 | 0000000 | CITY LAUNDERING CO. | 21.00 | | 03/31/21 |
| 1565 | | 10/21 AP | | 03/09/21 | 0000000 | TOWELS;MATS-PSS BUILDING FAREWAY STORES INC. #190 | 7.88 | | 03/31/21 |
| 1565 | | 10/21 AP | | 03/09/21 | 0000000 | DISH SOAP-PD KITCHEN IOWA SPORTS SUPPLY, INC. | 42.50 | | 03/31/21 |
| 1565 | | 10/21 AP | | 03/09/21 | 0000000 | PLAQUE-JEFF SCHULTZ CINTAS FIRST AID & SAFETY | 26.49 | | 03/31/21 |
| 1563 | | 10/21 AP | | 03/08/21 | 0000000 | RESTOCK PD FIRST AID KIT CITY LAUNDERING CO. | 21.00 | | 03/31/21 |
| 1565 | | 10/21 AP | | 03/07/21 | 0000000 | TOWELS;MATS-PSS BUILDING SHRED-IT USA | 51.43 | | 03/31/21 |
| | | | | | | ON-SITE DOC. DESTRUCTION TICKET #8066173125 | | | |
| | | | | | | ACCOUNT TOTAL | 170.30 | .00 | 170.30 |
| 101-5521-415.72-20 | | | | | | OPERATING SUPPLIES / OFFICERS EQUIPMENT | | | |
| 1565 | | 10/21 AP | | 03/09/21 | 0000000 | ENTENMANN-ROVIN CO. BADGES-CAPTAIN/LIEUTENANT | 772.50 | | 03/31/21 |
| | | | | | | ACCOUNT TOTAL | 772.50 | .00 | 772.50 |
| 101-5521-415.72-29 | | | | | | OPERATING SUPPLIES / MIRT EQUIPMENT | | | |
| 1565 | | 10/21 AP | | 03/17/21 | 0000000 | MIRT SUPPLIES GALLS, LLC | 7.04 | | 03/31/21 |
| | | | | | | EMPTY CHAMBER FLAG | | | |
| | | | | | | ACCOUNT TOTAL | 7.04 | .00 | 7.04 |
| 101-5521-415.72-33 | | | | | | OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM | | | |
| 1565 | | 10/21 AP | | 03/16/21 | 0000000 | IOWA STATE RESERVE LAW | 240.00 | | 03/31/21 |
| 1565 | | 10/21 AP | | 08/21/20 | 0000000 | 12 RESERVE MEMBER DUES MIDWEST DEFENSE SOLUTIONS, LL | 205.00 | | 03/31/21 |
| | | | | | | UNIFORM ALLOWANCE-CEC MATT BUCK | | | |
| | | | | | | ACCOUNT TOTAL | 445.00 | .00 | 445.00 |
| 101-5521-415.81-71 | | | | | | PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH | | | |
| 1565 | | 10/21 AP | | 03/26/21 | 0000000 | BLACK HAWK CO.AUDITOR | 61,666.80 | | 03/31/21 |
| | | | | | | FY21 Q4 CONSOLIDATED COMM | | | |

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|--|--------|------------|----------|---------------------|---|-----------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-5521-415.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH | | | | | | continued | | | |
| ACCOUNT TOTAL | | | | | | 61,666.80 | .00 | 61,666.80 | |
| 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | | | | | | | |
| 1565 | 10/21 | AP | 03/10/21 | 0000000 | UNIV.OF IOWA HOSPITALS-CLINIC | 85.00 | | | 03/31/21 |
| | | | | | BLS HEALTHCARE CARDS-10 RESERVE OFFICERS | | | | |
| ACCOUNT TOTAL | | | | | | 85.00 | .00 | 85.00 | |
| 101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY | | | | | | | | | |
| 1565 | 10/21 | AP | 03/12/21 | 0000000 | HAWKEYE COMMUNITY COLLEGE-CF | 4,995.00 | | | 03/31/21 |
| | | | | | BASIC LEVEL II ACADEMY D.BROWN;3/15-5/21/21 | | | | |
| 1565 | 10/21 | AP | 03/12/21 | 0000000 | HAWKEYE COMMUNITY COLLEGE-CF | 4,995.00 | | | 03/31/21 |
| | | | | | BASIC LEVEL II ACADEMY K.HANSON;3/15-5/21/21 | | | | |
| 1565 | 10/21 | AP | 03/12/21 | 0000000 | HAWKEYE COMMUNITY COLLEGE-CF | 125.00 | | | 03/31/21 |
| | | | | | ILEA ADMINISTRATIVE FEE K.HANSON;3/15-5/21/21 | | | | |
| 1565 | 10/21 | AP | 03/12/21 | 0000000 | HAWKEYE COMMUNITY COLLEGE-CF | 125.00 | | | 03/31/21 |
| | | | | | ILEA ADMINISTRATIVE FEE D.BROWN;3/15-5/21/21 | | | | |
| ACCOUNT TOTAL | | | | | | 10,240.00 | .00 | 10,240.00 | |
| 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE | | | | | | | | | |
| 1565 | 10/21 | AP | 01/28/21 | 0000000 | COVER-ALL EMBROIDERY, INC. | 186.66 | | | 03/31/21 |
| | | | | | EMEROIDER POLICE HATS | | | | |
| 1565 | 10/21 | AP | 08/21/20 | 0000000 | MIDWEST DEFENSE SOLUTIONS, LL | 205.00 | | | 03/31/21 |
| | | | | | UNIFORM ALLOWANCE-CEC MAXTON ROSS | | | | |
| 1565 | 10/21 | AP | 08/21/20 | 0000000 | MIDWEST DEFENSE SOLUTIONS, LL | 205.00 | | | 03/31/21 |
| | | | | | UNIFORM ALLOWANCE-CEC TROY PURDY | | | | |
| 1565 | 10/21 | AP | 08/21/20 | 0000000 | MIDWEST DEFENSE SOLUTIONS, LL | 205.00 | | | 03/31/21 |
| | | | | | UNIFORM ALLOWANCE-CEC CHRISTIAN BAUMGARTNER | | | | |
| 1565 | 10/21 | AP | 08/21/20 | 0000000 | MIDWEST DEFENSE SOLUTIONS, LL | 205.00 | | | 03/31/21 |
| | | | | | UNIFORM ALLOWANCE-CEC ETHAN SCHULTZEN | | | | |
| ACCOUNT TOTAL | | | | | | 1,006.66 | .00 | 1,006.66 | |
| 101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY | | | | | | | | | |
| 1565 | 10/21 | AP | 03/09/21 | 0000000 | CEDAR BEND HUMANE SOCIETY | 1,374.00 | | | 03/31/21 |
| | | | | | FEB'21 ANIMAL SURRENDER | | | | |
| 1565 | 10/21 | AP | 03/01/21 | 0000000 | WATERLOO, CITY OF | 5,035.80 | | | 03/31/21 |
| | | | | | ANIMAL CALLS;2/1-2/28/21 | | | | |
| ACCOUNT TOTAL | | | | | | 6,409.80 | .00 | 6,409.80 | |
| 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |

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|-----------------------|-----------|------------|----|------------------|---------|--|--------|---------|-----------------|----------|
| FUND 101 GENERAL FUND | | | | | | | | | | |
| 101-6613-433.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 1501 | | 10/21 | AP | 03/08/21 | 0000000 | O'DONNELL ACE HARDWARE | 16.69 | | | 03/31/21 |
| | | | | | | HASP LOCK HILLSIDE SHED | | | | |
| ACCOUNT TOTAL | | | | | | | 16.69 | .00 | 16.69 | |
| continued | | | | | | | | | | |
| 101-6616-446.72-01 | | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | |
| 1561 | | 10/21 | AP | 03/24/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 72.38 | | | 03/31/21 |
| | | | | | | TISSUES,TOWELS,LINERS, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062501 | | | | | |
| 1561 | | 10/21 | AP | 03/24/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 331.79 | | | 03/31/21 |
| | | | | | | TISSUES,TOWELS,LINERS, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1561 | | 10/21 | AP | 03/24/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 47.27 | | | 03/31/21 |
| | | | | | | TISSUES,TOWELS,LINERS, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062511 | | | | | |
| 1561 | | 10/21 | AP | 03/24/21 | 0000000 | O'DONNELL ACE HARDWARE | 11.18 | | | 03/31/21 |
| | | | | | | 3M TABS | | | | |
| | PROJECT#: | | | | 062511 | | | | | |
| 1561 | | 10/21 | AP | 03/23/21 | 0000000 | O'DONNELL ACE HARDWARE | 2.00 | | | 03/31/21 |
| | | | | | | COFFEE MAKER-CONF ROOM RETURN COFFEE MAKER(318) | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1561 | | 10/21 | AP | 03/19/21 | 0000000 | MENARDS-CEDAR FALLS | 16.98 | | | 03/31/21 |
| | | | | | | WIRE HIDE AND KEY RING | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1561 | | 10/21 | AP | 03/18/21 | 0000000 | ECHO GROUP, INC. | 122.40 | | | 03/31/21 |
| | | | | | | LIGHT BULBS | | | | |
| | PROJECT#: | | | | 062503 | | | | | |
| 1561 | | 10/21 | AP | 03/18/21 | 0000000 | JOHNSTONE SUPPLY OF WATERLOO | 48.48 | | | 03/31/21 |
| | | | | | | HVAC FILTERS | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1561 | | 10/21 | AP | 03/18/21 | 0000000 | MENARDS-CEDAR FALLS | 15.99 | | | 03/31/21 |
| | | | | | | FAN | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1543 | | 10/21 | AP | 03/17/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 85.91 | | | 03/31/21 |
| | | | | | | LINERS, TISSUES, TOWELS, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062506 | | | | | |
| 1543 | | 10/21 | AP | 03/17/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 111.12 | | | 03/31/21 |
| | | | | | | LINERS, TISSUES, TOWELS, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062511 | | | | | |
| 1543 | | 10/21 | AP | 03/17/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 59.27 | | | 03/31/21 |
| | | | | | | LINERS, TOWELS, TISSUES, URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062507 | | | | | |
| 1543 | | 10/21 | AP | 03/17/21 | 0000000 | MARTIN BROS.DISTRIBUTING | 99.00 | | | 03/31/21 |
| | | | | | | LINERS, TISSUES, TOWELS URINAL SCREENS | | | | |
| | PROJECT#: | | | | 062501 | | | | | |
| 1561 | | 10/21 | AP | 03/16/21 | 0000000 | POLK'S LOCK SERVICE, INC. | 7.12 | | | 03/31/21 |
| | | | | | | KEYS | | | | |
| | PROJECT#: | | | | 062506 | | | | | |

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|--|-----------|------------|----|---------------------------|--|-----------|---------|-------------------------|
| FUND 101 GENERAL FUND | | | | | | | | |
| 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | continued | | |
| 1561 | | | | 10/21 AP 03/15/21 0000000 | ECHO GROUP, INC. LIGHT BULBS | 312.20 | | 03/31/21 |
| | PROJECT#: | | | 062511 | | | | |
| 1522 | | | | 10/21 AP 03/12/21 0000000 | O'DONNELL ACE HARDWARE DOOR OPERATOR BATTERY | 10.69 | | 03/31/21 |
| | PROJECT#: | | | 062501 | | | | |
| 1501 | | | | 10/21 AP 03/10/21 0000000 | MARTIN BROS.DISTRIBUTING TOWELS, TISSUES, LINERS, | 108.54 | | 03/31/21 |
| | PROJECT#: | | | 062501 | SOAP, AIR FRESHENERS | | | |
| 1501 | | | | 10/21 AP 03/10/21 0000000 | MARTIN BROS.DISTRIBUTING TOWELS, TISSUES, LINERS, | 249.17 | | 03/31/21 |
| | PROJECT#: | | | 062507 | SOAP, AIR FRESHENERS | | | |
| 1501 | | | | 10/21 AP 03/10/21 0000000 | MARTIN BROS.DISTRIBUTING TOWELS, TISSUES, LINERS, | 103.74 | | 03/31/21 |
| | PROJECT#: | | | 062511 | SOAP, AIR FRESHENERS | | | |
| 1501 | | | | 10/21 AP 03/04/21 0000000 | ECHO GROUP, INC. LIGHT BULBS | 244.80 | | 03/31/21 |
| | PROJECT#: | | | 062503 | | | | |
| 1575 | | | | 10/21 AP 02/28/21 0000000 | NAPA AUTO PARTS PARTS & EXPENSES FEB'21 | 829.89 | | 03/31/21 |
| 1501 | | | | 10/21 AP 02/26/21 0000000 | ECHO GROUP, INC. LIGHT BULBS/GALLERY | 322.80 | | 03/31/21 |
| | PROJECT#: | | | 062505 | | | | |
| ACCOUNT TOTAL | | | | | | 3,212.72 | 0.00 | 3,212.72 |
| 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | |
| 1575 | | | | 10/21 AP 03/23/21 0000000 | MENARDS-CEDAR FALLS TRASH CAN, BROOMS | 38.05 | | 03/31/21 |
| | PROJECT#: | | | 062511 | | | | |
| 1575 | | | | 10/21 AP 03/22/21 0000000 | AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR | 319.45 | | 03/31/21 |
| | PROJECT#: | | | 062505 | | | | |
| 1575 | | | | 10/21 AP 03/19/21 0000000 | ECHO GROUP, INC. VOLTAGE TESTER | 11.05 | | 03/31/21 |
| | PROJECT#: | | | 062506 | | | | |
| 1575 | | | | 10/21 AP 03/19/21 0000000 | ECHO GROUP, INC. LIGHT BULBS | 166.80 | | 03/31/21 |
| | PROJECT#: | | | 062511 | | | | |
| 1543 | | | | 10/21 AP 03/16/21 0000000 | PLUMB TECH INC. HEATER REPLACEMENT | 2,085.92 | | 03/31/21 |
| | PROJECT#: | | | 062506 | | | | |
| 1575 | | | | 10/21 AP 03/12/21 0000000 | ECHO GROUP, INC. POWER PACK FOR STEAM | 48.62 | | 03/31/21 |
| | PROJECT#: | | | 062507 | SCENT | | | |
| 1522 | | | | 10/21 AP 03/11/21 0000000 | ECHO GROUP, INC. ELECTRICAL COUPLING | 0.75 | | 03/31/21 |
| | PROJECT#: | | | 062506 | | | | |

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|---|--------|------------|----|---------------------------|---------|----------------------------------|----------|---------|----------------------------|
| FUND 101 GENERAL FUND | | | | | | | | | |
| 101-6616-446.73-06 | | | | | | OTHER SUPPLIES / BUILDING REPAIR | | | continued |
| 1522 | | | | 10/21 AP 03/11/21 | 0000000 | ECHO GROUP, INC. | 236.90 | | 03/31/21 |
| | | | | | | EMERGENCY LIGHT BATTERIES | | | |
| PROJECT#: | | | | | 062503 | | | | |
| 1522 | | | | 10/21 AP 03/10/21 | 0000000 | O'DONNELL ACE HARDWARE | 25.99 | | 03/31/21 |
| | | | | | | LIGHT BULB | | | |
| PROJECT#: | | | | | 062506 | | | | |
| 1501 | | | | 10/21 AP 03/05/21 | 0000000 | ECHO GROUP, INC. | 77.07 | | 03/31/21 |
| | | | | | | LIGHTING REPAIR | | | |
| PROJECT#: | | | | | 062503 | | | | |
| | | | | | | ACCOUNT TOTAL | 3,010.60 | .00 | 3,010.60 |
| 101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL | | | | | | | | | |
| 1501 | | | | 10/21 AP 03/04/21 | 0000000 | PLUNKETT'S PEST CONTROL, INC | 75.00 | | 03/31/21 |
| | | | | | | PEST CONTROL | | | |
| PROJECT#: | | | | | 062509 | | | | |
| 1501 | | | | 10/21 AP 12/03/20 | 0000000 | PLUNKETT'S PEST CONTROL, INC | 75.00 | | 03/31/21 |
| | | | | | | PEST CONTROL | | | |
| PROJECT#: | | | | | 062509 | | | | |
| | | | | | | ACCOUNT TOTAL | 150.00 | .00 | 150.00 |
| 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS | | | | | | | | | |
| 1561 | | | | 10/21 AP 03/25/21 | 0000000 | CITY LAUNDERING CO. | 40.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| PROJECT#: | | | | | 062506 | | | | |
| 1561 | | | | 10/21 AP 03/23/21 | 0000000 | CITY LAUNDERING CO. | 20.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| PROJECT#: | | | | | 062501 | | | | |
| 1543 | | | | 10/21 AP 03/16/21 | 0000000 | PROSHIELD FIRE & SECURITY | 154.50 | | 03/31/21 |
| | | | | | | FIRE EXTINGUISHERS | | | |
| PROJECT#: | | | | | 062507 | | | | |
| 1522 | | | | 10/21 AP 03/11/21 | 0000000 | CITY LAUNDERING CO. | 40.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| PROJECT#: | | | | | 062506 | | | | |
| 1501 | | | | 10/21 AP 03/09/21 | 0000000 | CITY LAUNDERING CO. | 20.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| PROJECT#: | | | | | 062501 | | | | |
| 1501 | | | | 10/21 AP 03/07/21 | 0000000 | BLACKHAWK SPRINKLERS, INC. | 162.00 | | 03/31/21 |
| | | | | | | FIRE SPRINKLER INSPECTION | | | |
| PROJECT#: | | | | | 062507 | | | | |
| 1501 | | | | 10/21 AP 01/21/20 | 0000000 | NICK'S SEWER & DRAIN CLEANING | 165.00 | | 03/31/21 |
| | | | | | | URINAL CLEANING | | | |
| PROJECT#: | | | | | 062516 | | | | |
| | | | | | | ACCOUNT TOTAL | 601.50 | .00 | 601.50 |

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| FUND 101 GENERAL FUND | | | | | | | | | |
| 1575 | | | | 10/21 AP 03/23/21 | 0000000 | VAN METER, INC. | 1,196.82 | | 03/31/21 |
| | | | | HIGH BAY LIGHTS | | | | | |
| | | | | PROJECT#: 062506 | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,196.82 | .00 | 1,196.82 |
| 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | |
| 1543 | | | | 10/21 AP 03/20/21 | 0000000 | STOKES WELDING | 118.90 | | 03/31/21 |
| | | | | BLADE ATTACHMENT FOR | | | | | |
| | | | | STRING TRIMMER | | | | | |
| 1543 | | | | 10/21 AP 03/16/21 | 0000000 | O'DONNELL ACE HARDWARE | 10.69 | | 03/31/21 |
| | | | | TANK PARTS | | | | | |
| 1501 | | | | 10/21 AP 03/08/21 | 0000000 | SERVICEWEAR APPAREL, INC. | 31.82 | | 03/31/21 |
| | | | | BRETT MORRIS UNIFORMS | | | | | |
| 1501 | | | | 10/21 AP 03/08/21 | 0000000 | SERVICEWEAR APPAREL, INC. | 31.82 | | 03/31/21 |
| | | | | BRETT MORRIS UNIFORMS | | | | | |
| 1522 | | | | 10/21 AP 03/05/21 | 0000000 | O'DONNELL ACE HARDWARE | 7.38 | | 03/31/21 |
| | | | | PAINT BRUSH/CAULK | | | | | |
| 1522 | | | | 10/21 AP 02/28/21 | 0000000 | CULLIGAN WATER CONDITIONING | 8.35 | | 03/31/21 |
| | | | | WATER JUGS AT 606 UNION | | | | | |
| 1575 | | | | 10/21 AP 02/28/21 | 0000000 | NAPA AUTO PARTS | 14.37 | | 03/31/21 |
| | | | | PARTS & EXPENSES FEB'21 | | | | | |
| ACCOUNT TOTAL | | | | | | | 223.33 | .00 | 223.33 |
| 101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | | | | | | |
| 1522 | | | | 10/21 AP 03/04/21 | 0000000 | VERMEER SALES & SERVICE, INC. | 119.24 | | 03/31/21 |
| | | | | CHIPPER BLADE SHARPENING | | | | | |
| ACCOUNT TOTAL | | | | | | | 119.24 | .00 | 119.24 |
| FUND TOTAL | | | | | | | 158,223.36 | 1,176.96 | 157,046.40 |
| FUND 203 TAX INCREMENT FINANCING | | | | | | | | | |
| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 1543 | | | | 10/21 AP 03/22/21 | 0000000 | GIERKE-ROBINSON COMPANY, INC. | 30.29 | | 03/31/21 |
| | | | | KNEE BOARD, BRUSH-TOOL VAN | | | | | |
| 1501 | | | | 10/21 AP 03/08/21 | 0000000 | GIERKE-ROBINSON COMPANY, INC. | 247.94 | | 03/31/21 |
| | | | | CONCRETE TOOLS-UTIL.TRK | | | | | |
| 1522 | | | | 10/21 AP 03/08/21 | 0000000 | MENARDS-CEDAR FALLS | 373.28 | | 03/31/21 |
| | | | | TOOLS FOR UTILITY TRUCKS | | | | | |
| ACCOUNT TOTAL | | | | | | | 651.51 | .00 | 651.51 |

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| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | | |
| 206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS | | | | | | | | | | |
| 1501 | | 10/21 AP | | 02/27/21 | 0000000 | SERVICEWEAR APPAREL, INC. | 105.85 | | | 03/31/21 |
| 1501 | | 10/21 AP | | 02/23/21 | 0000000 | PANTS FOR C PAINE-STREETS SERVICEWEAR APPAREL, INC. | | 105.85 | | 03/31/21 |
| | | | | | | RETURN-PANTS C.PAINE STREETS | | | | |
| | | | | | | ACCOUNT TOTAL | 105.85 | 105.85 | .00 | |
| 206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES | | | | | | | | | | |
| 1501 | | 10/21 AP | | 03/09/21 | 0000000 | O'DONNELL ACE HARDWARE | 3.50 | | | 03/31/21 |
| 1522 | | 10/21 AP | | 03/01/21 | 0000000 | SPRAY PAINT FASTENAL COMPANY | 3.54 | | | 03/31/21 |
| | | | | | | ANCHORS | | | | |
| | | | | | | ACCOUNT TOTAL | 7.04 | .00 | 7.04 | |
| 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL | | | | | | | | | | |
| 1575 | | 10/21 AP | | 03/26/21 | 0000000 | O'DONNELL ACE HARDWARE | 19.98 | | | 03/31/21 |
| 1522 | | 10/21 AP | | 03/11/21 | 0000000 | BAGS OF CONCRETE FOR MAILBOX POST O'DONNELL ACE HARDWARE | 28.99 | | | 03/31/21 |
| | | | | | | MAILBOX REPAIRS | | | | |
| | | | | | | ACCOUNT TOTAL | 48.97 | .00 | 48.97 | |
| 206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS | | | | | | | | | | |
| 1575 | | 10/21 AP | | 03/22/21 | 0000000 | IOWA PRISON INDUSTRIES | 2,174.55 | | | 03/31/21 |
| | | | | | | SIGN ST BARRICADES | | | | |
| | | | | | | ACCOUNT TOTAL | 2,174.55 | .00 | 2,174.55 | |
| 206-6637-436.73-32 OTHER SUPPLIES / STREETS | | | | | | | | | | |
| 1543 | | 10/21 AP | | 03/19/21 | 0000000 | SCOOP FEED & SUPPLY, THE | 194.00 | | | 03/31/21 |
| 1543 | | 10/21 AP | | 03/13/21 | 0000000 | GRASS SEED FOR CONSTRUCT PROJECTS ASPRO, INC. | 565.36 | | | 03/31/21 |
| 1575 | | 10/21 AP | | 02/28/21 | 0000000 | COLD MIX ASPHALT NAPA AUTO PARTS | 93.02 | | | 03/31/21 |
| | | | | | | PARTS & EXPENSES FEB'21 | | | | |
| | | | | | | ACCOUNT TOTAL | 852.38 | .00 | 852.38 | |
| 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | | | | | | |
| 1575 | | 10/21 AP | | 03/24/21 | 0000000 | ECHO GROUP, INC. | 98.12 | | | 03/31/21 |
| 1543 | | 10/21 AP | | 03/09/21 | 0000000 | ELECTRICAL PARTS FASTENAL COMPANY | 11.81 | | | 03/31/21 |
| | | | | | | DRILL BIT | | | | |

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| FUND 206 STREET CONSTRUCTION FUND | | | | | | | | | |
| 206-6647-436 | 1522 | 10/21 | AP | 03/03/21 | 0000000 | OPERATING SUPPLIES / ECHO GROUP, INC. ELECTRIC TAPE,CONN.BOXES | 180.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 289.93 | .00 | 289.93 |
| FUND 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 1561 | | 10/21 | AP | 03/23/21 | 0000000 | KW ELECTRIC, INC. | 1,381.39 | | 03/31/21 |
| 1561 | | 10/21 | AP | 03/23/21 | 0000000 | 2021 SIGNAL IMPROVEMENT KW ELECTRIC, INC. | 2,717.36 | | 03/31/21 |
| 1561 | | 10/21 | AP | 03/23/21 | 0000000 | 2021 SIGNAL IMPROVEMENT KW ELECTRIC, INC. | 886.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 4,984.75 | .00 | 4,984.75 |
| FUND TOTAL | | | | | | | 9,114.98 | 105.85 | 9,009.13 |
| FUND 215 HOSPITAL FUND | | | | | | | | | |
| FUND 216 POLICE BLOCK GRANT FUND | | | | | | | | | |
| FUND 217 SECTION 8 HOUSING FUND | | | | | | | | | |
| 217-2214-432 | 1521 | 10/21 | AP | 03/12/21 | 0000000 | PROFESSIONAL SERVICES / EIDE BAILLY, LLP REAC SUBMISSION 06/30/20 | 1,000.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 1,000.00 | .00 | 1,000.00 |
| FUND TOTAL | | | | | | | 1,000.00 | .00 | 1,000.00 |
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 223-2224-432 | 1521 | 10/21 | AP | 02/26/21 | 0000000 | PROFESSIONAL SERVICES / IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT AGENCY AWARD FEBRUARY EXPENSES | 94.22 | | 03/31/21 |
| 1521 | | 10/21 | AP | 02/26/21 | 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS FEBRUARY EXPENSES | 479.75 | | 03/31/21 |
| 1521 | | 10/21 | AP | 02/26/21 | 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT PLAN & REPORT FEBRUARY EXPENSES | 192.07 | | 03/31/21 |
| 1521 | | 10/21 | AP | 02/26/21 | 0000000 | IOWA NORTHLAND REGIONAL CO. O E.AGEN.AWRD-CDBG-CV CARES FEBRUARY EXPENSES | 409.44 | | 03/31/21 |
| PROJECT#: | | | | | 022351 | | | | |
| 1521 | | 10/21 | AP | 02/26/21 | 0000000 | IOWA NORTHLAND REGIONAL CO. O E.PLAN & RP-CDBG-CV CARES FEBRUARY EXPENSES | 103.69 | | 03/31/21 |
| PROJECT#: | | | | | 022351 | | | | |
| 1521 | | 10/21 | AP | 02/26/21 | 0000000 | IOWA NORTHLAND REGIONAL CO. O ENVIRO REV-CDBG-CV2 CARES FEBRUARY EXPENSES | 625.56 | | 03/31/21 |

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|--|--------|------------|----|------------------|--|-----------|---------|-----------------|----------|
| FUND 223 COMMUNITY BLOCK GRANT | | | | | | | | | |
| 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | continued | | | |
| PROJECT#: 022353 | | | | | | | | | |
| 1521 | | 10/21 AP | | 02/26/21 0000000 | IOWA NORTHLAND REGIONAL CO. O AGENCY AWD-CDBG-CV2 CARES | 1,031.44 | | | 03/31/21 |
| PROJECT#: 022353 | | | | | | | | | |
| 1521 | | 10/21 AP | | 02/26/21 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS 19 | 828.96 | | | 03/31/21 |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT AGENCY AWARD | 926.37 | | | 03/31/21 |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS | 1,806.79 | | | 03/31/21 |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT PLAN & REPORT | 817.71 | | | 03/31/21 |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O E.AGEN.AWRD-CDBG-CV CARES | 1,343.93 | | | 03/31/21 |
| PROJECT#: 022351 | | | | | | | | | |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O E.AGEN.AWRD-CDBG-CV CARES | 60.81 | | | 03/31/21 |
| PROJECT#: 022351 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 8,720.74 | .00 | 8,720.74 | |
| 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES | | | | | | | | | |
| 1521 | | 10/21 AP | | 02/26/21 0000000 | IOWA NORTHLAND REGIONAL CO. O SF REHAB TA-CDBG-CV CARES | 1,387.09 | | | 03/31/21 |
| PROJECT#: 022351 | | | | | | | | | |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O SF REHAB TA-CDBG-CV CARES | 674.04 | | | 03/31/21 |
| PROJECT#: 022351 | | | | | | | | | |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O SF REHAB TA-CDBG-CV CARES | 352.51 | | | 03/31/21 |
| PROJECT#: 022351 | | | | | | | | | |
| ACCOUNT TOTAL | | | | | | 2,413.64 | .00 | 2,413.64 | |
| 223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM | | | | | | | | | |
| 1521 | | 10/21 AP | | 01/29/21 0000000 | IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT HOME REHAB | 206.76 | | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | 206.76 | .00 | 206.76 | |
| FUND TOTAL | | | | | | 11,341.14 | .00 | 11,341.14 | |

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|---|--------|------------|----|-------|---------------------|---|----------|---------|-----------------|----------|
| FUND 224 TRUST & AGENCY | | | | | | | | | | |
| FUND 242 STREET REPAIR FUND | | | | | | | | | | |
| FUND 254 CABLE TV FUND | | | | | | | | | | |
| 254-1088-431.86-01 | | | | | | REPAIR & MAINTENANCE / REPAIR & MAINTENANCE | | | | |
| 1520 | | | | 10/21 | AP 02/16/21 0000000 | FILMTOOLS | 57.40 | | | 03/31/21 |
| | | | | | | CD/DVD CASES | | | | |
| | | | | | | ACCOUNT TOTAL | 57.40 | .00 | 57.40 | |
| 254-1088-431.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | | |
| 1520 | | | | 10/21 | AP 03/11/21 0000000 | ALPHA VIDEO AND AUDIO, INC. | 1,724.00 | | | 03/31/21 |
| | | | | | | LEIGHTRONIX VIEBIT L-500 PO 56587 | | | | |
| | | | | | | ACCOUNT TOTAL | 1,724.00 | .00 | 1,724.00 | |
| | | | | | | FUND TOTAL | 1,781.40 | .00 | 1,781.40 | |
| FUND 258 PARKING FUND | | | | | | | | | | |
| 258-5531-435.81-48 | | | | | | PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | |
| 1520 | | | | 10/21 | AP 02/28/21 0000000 | IPS GROUP, INC | 175.00 | | | 03/31/21 |
| | | | | | | GATEWAY FEES-FEB'21 (7) PAYSTATIONS | | | | |
| 1520 | | | | 10/21 | AP 02/28/21 0000000 | IPS GROUP, INC | 3,913.25 | | | 03/31/21 |
| | | | | | | CITATION PRKNG FEES FEB21 | | | | |
| | | | | | | ACCOUNT TOTAL | 4,088.25 | .00 | 4,088.25 | |
| | | | | | | FUND TOTAL | 4,088.25 | .00 | 4,088.25 | |
| FUND 261 TOURISM & VISITORS | | | | | | | | | | |
| 261-2291-423.73-55 | | | | | | OTHER SUPPLIES / MEDIA | | | | |
| 1570 | | | | 10/21 | AP 02/28/21 0000000 | ZLR IGNITION | 485.00 | | | 03/31/21 |
| | | | | | | CLIENT ADMIN/MEDIA MNGMT | | | | |
| 1570 | | | | 10/21 | AP 02/28/21 0000000 | ZLR IGNITION | 1,515.00 | | | 03/31/21 |
| | | | | | | ART/EDIT/CREATIVE | | | | |
| 1570 | | | | 10/21 | AP 02/28/21 0000000 | ZLR IGNITION | 1,565.59 | | | 03/31/21 |
| | | | | | | GOOGLE PAID SEARCH | | | | |
| 1570 | | | | 10/21 | AP 02/26/21 0000000 | BUSINESS PUBLICATIONS CORP. | 1,109.25 | | | 03/31/21 |
| | | | | | | SPRING/SUMMER IA TRAVEL GUIDE 2021 AD | | | | |
| | | | | | | ACCOUNT TOTAL | 4,674.84 | .00 | 4,674.84 | |
| 261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP | | | | | | | | | | |
| 1570 | | | | 10/21 | AP 03/11/21 0000000 | BARTON, LINDSEY | 100.00 | | | 03/31/21 |
| | | | | | | STATE/BIKE ORNAMENTS | | | | |
| | | | | | | ACCOUNT TOTAL | 100.00 | .00 | 100.00 | |

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|---|-----|----------|----------|-------------|--------|---|----------|---------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 261 TOURISM & VISITORS | | | | | | | | | |
| 261-2291-423.85-20 | | | | | | UTILITIES / INTERNET SERVICE | | | |
| 1570 | | 10/21 AP | 04/01/21 | 0000000 | | SPINUTECH WEB DESIGN, INC. | 570.00 | | 03/31/21 |
| | | | | | | QTRLY HOST/LICENSE/SUPPOR | | | |
| ACCOUNT TOTAL | | | | | | | 570.00 | .00 | 570.00 |
| 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE | | | | | | | | | |
| 1570 | | 10/21 AP | 03/25/21 | 0000000 | | CITY LAUNDERING CO. | 10.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| 1570 | | 10/21 AP | 03/11/21 | 0000000 | | CITY LAUNDERING CO. | 10.00 | | 03/31/21 |
| | | | | | | MAT SERVICE | | | |
| ACCOUNT TOTAL | | | | | | | 20.00 | .00 | 20.00 |
| 261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS | | | | | | | | | |
| 1570 | | 10/21 AP | 03/12/21 | 0000000 | | OKOBOJI TOURISM COMMITTEE | 32.00 | | 03/31/21 |
| | | | | | | ITIP BOARD MEMBER POLO | | | |
| ACCOUNT TOTAL | | | | | | | 32.00 | .00 | 32.00 |
| FUND TOTAL | | | | | | | 5,396.84 | .00 | 5,396.84 |
| FUND 262 SENIOR SERVICES & COMM CT | | | | | | | | | |
| FUND 291 POLICE FORFEITURE FUND | | | | | | | | | |
| 291-5521-415.89-41 | | | | | | MISCELLANEOUS SERVICES / POLICE EQUIPMENT | | | |
| 1565 | | 10/21 AP | 02/14/21 | 0000000 | | MIDWEST DEFENSE SOLUTIONS, LL | 725.00 | | 03/31/21 |
| | | | | | | 2 BALLISTIC VESTS | | | |
| 1565 | | 10/21 AP | 08/21/20 | 0000000 | | MIDWEST DEFENSE SOLUTIONS, LL | 1,667.50 | | 03/31/21 |
| | | | | | | 5 BALLISTIC VESTS | | | |
| 1565 | | 10/21 AP | 08/10/20 | 0000000 | | MIDWEST DEFENSE SOLUTIONS, LL | 715.00 | | 03/31/21 |
| | | | | | | 2 BALLISTIC VESTS | | | |
| ACCOUNT TOTAL | | | | | | | 3,107.50 | .00 | 3,107.50 |
| FUND TOTAL | | | | | | | 3,107.50 | .00 | 3,107.50 |
| FUND 292 POLICE RETIREMENT FUND | | | | | | | | | |
| FUND 293 FIRE RETIREMENT FUND | | | | | | | | | |
| FUND 294 LIBRARY RESERVE | | | | | | | | | |

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|----------------------------------|--------|------------|----------|--|---|------------|---------|-----------------|----------|
| 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 | | | | | | | | | |
| 404-1220-431.89-80 | | | | MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG | | | | | |
| 1501 | | 10/21 AP | 03/04/21 | 00000000 | CONTINENTAL RESEARCH CORP. | 491.41 | | | 03/31/21 |
| | | | | | DISINFECTANT WIPES 062507 | | | | |
| PROJECT#: | | 012020 | | | | | | | |
| 1501 | | 10/21 AP | 03/03/21 | 00000000 | MENARDS-CEDAR FALLS | 71.49 | | | 03/31/21 |
| | | | | | COVID BARRIER 062501 | | | | |
| PROJECT#: | | 012020 | | | | | | | |
| | | | | | ACCOUNT TOTAL | 562.90 | .00 | 562.90 | |
| | | | | | FUND TOTAL | 562.90 | .00 | 562.90 | |
| FUND 405 FLOOD RESERVE FUND | | | | | | | | | |
| FUND 407 VISION IOWA PROJECT | | | | | | | | | |
| FUND 408 STREET IMPROVEMENT FUND | | | | | | | | | |
| FUND 430 2004 TIF BOND | | | | | | | | | |
| 430-1220-431.97-82 | | | | TIF BOND PROJECTS / STREETScape MAINTENANCE | | | | | |
| 1537 | | 10/21 AP | 03/23/21 | 00000000 | CUNNINGHAM CONSTRUCTION CO., | 115,592.27 | | | 03/31/21 |
| | | | | | 3180-DOWNTOWN STREETScape RETAINAGE RELEASE | | | | |
| PROJECT#: | | 023180 | | | | | | | |
| | | | | | ACCOUNT TOTAL | 115,592.27 | .00 | 115,592.27 | |
| 430-1220-431.97-83 | | | | TIF BOND PROJECTS / TIF LEGAL FEES | | | | | |
| 1520 | | 10/21 AP | 02/25/21 | 00000000 | AHLERS AND COONEY, P.C. | 138.00 | | | 03/31/21 |
| | | | | | LGL:HWY.58 CORR.URB.RENEW 1/6/21-2/3/21 | | | | |
| 1520 | | 10/21 AP | 02/25/21 | 00000000 | AHLERS AND COONEY, P.C. | 138.00 | | | 03/31/21 |
| | | | | | LGL:AMEND #6 DOWNTOWN URP 1/6/21-2/3/21 | | | | |
| | | | | | ACCOUNT TOTAL | 276.00 | .00 | 276.00 | |
| | | | | | FUND TOTAL | 115,868.27 | .00 | 115,868.27 | |
| FUND 431 2014 BOND | | | | | | | | | |

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|--------------------|-----------|---------------------------|----|-----------------------------|--------|-------------------------------|-----------|---------|-------------------------------|
| FUND 432 | 2003 | BOND | | | | | | | |
| FUND 433 | 2001 | TIF | | | | | | | |
| FUND 434 | 2000 | BOND | | | | | | | |
| FUND 435 | 1999 | TIF | | | | | | | |
| FUND 436 | 2012 | BOND | | | | | | | |
| 436-1220-431.98-60 | | CAPITAL PROJECTS / | | | | DAM SAFETY IMPROVEMENTS | | | |
| 1521 | 10/21 | AP 02/24/21 | | 0000000 | | IOWA NORTHLAND REGIONAL CO. O | 750.00 | | 03/31/21 |
| | 3088 | CDR.RV.LOW HEAD DAM | | | | GROW CV-IA GREAT PLACES | | | |
| PROJECT#: | 023088 | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 750.00 | .00 | 750.00 |
| | | FUND TOTAL | | | | | 750.00 | .00 | 750.00 |
| FUND 437 | 2018 | BOND | | | | | | | |
| FUND 438 | 2020 | BOND FUND | | | | | | | |
| FUND 439 | 2008 | BOND FUND | | | | | | | |
| FUND 443 | | CAPITAL PROJECTS | | | | | | | |
| 443-1220-431.98-88 | | CAPITAL PROJECTS / | | | | ASHWORTH DR TO HUDSON RD | | | |
| 1537 | 10/21 | AP 03/22/21 | | 0000000 | | RALLY APPRAISAL, LLC | 500.00 | | 03/31/21 |
| | 3244 | ASHWORTH DR EXT. | | | | 4923 HUDSON RD URAR | | | |
| PROJECT#: | 023244 | | | | | | | | |
| | | ACCOUNT TOTAL | | | | | 500.00 | .00 | 500.00 |
| | | FUND TOTAL | | | | | 500.00 | .00 | 500.00 |
| FUND 472 | | PARKADE RENOVATION | | | | | | | |
| FUND 473 | | SIDEWALK ASSESSMENT | | | | | | | |
| FUND 483 | | ECONOMIC DEVELOPMENT | | | | | | | |
| 483-2245-432.89-02 | | MISCELLANEOUS SERVICES / | | | | PROPERTY TAX REBATES | | | |
| 1542 | 10/21 | AP 03/30/21 | | 0000000 | | SIX KIDS, LLC | 26,629.11 | | 03/31/21 |
| | | 2ND ANNUAL REBATE PAYMENT | | | | 1304 TECHNOLOGY PARKWAY | | | |
| | | ACCOUNT TOTAL | | | | | 26,629.11 | .00 | 26,629.11 |
| | | FUND TOTAL | | | | | 26,629.11 | .00 | 26,629.11 |
| FUND 484 | | ECONOMIC DEVELOPMENT LAND | | | | | | | |
| FUND 541 | 2018 | STORM WATER BONDS | | | | | | | |

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|--------------------|----------|------------|----|---------------------|--|--------|---------|-----------------|----------|
| NBR | NBR | PER. | | DATE | NUMBER | | | | ---- |
| FUND 544 | 2008 | | | | | | | | |
| FUND 545 | 2006 | | | | | | | | |
| FUND 546 | | | | | | | | | |
| FUND 547 | | | | | | | | | |
| FUND 548 | 1997 | | | | | | | | |
| FUND 549 | 1992 | | | | | | | | |
| FUND 550 | 2000 | | | | | | | | |
| FUND 551 | | | | | | | | | |
| 551-6675-436.72-01 | | | | | | | | | |
| 1543 | 10/21 AP | 03/18/21 | | 0000000 | OPERATING SUPPLIES / OPERATING SUPPLIES PARKADE PRINTER, INC. | 165.50 | | | 03/31/21 |
| | | | | | REQUEST FOR LEAVE FORMS OFFICE | | | | |
| | | | | | ACCOUNT TOTAL | 165.50 | .00 | 165.50 | |
| 551-6685-426.81-20 | | | | | | | | | |
| 1565 | 10/21 AP | 03/01/21 | | 0000000 | PROFESSIONAL SERVICES / HUMANE SOCIETY WATERLOO, CITY OF | 415.80 | | | 03/31/21 |
| | | | | | DEER DISPOSAL;2/1-2/28/21 | | | | |
| | | | | | ACCOUNT TOTAL | 415.80 | .00 | 415.80 | |
| 551-6685-436.72-16 | | | | | | | | | |
| 1543 | 10/21 AP | 03/17/21 | | 0000000 | OPERATING SUPPLIES / TOOLS MENARDS-CEDAR FALLS | 79.96 | | | 03/31/21 |
| | | | | | SAWHORSES FOR TRANSFER TRAILER PROJECT | | | | |
| 1543 | 10/21 AP | 03/15/21 | | 0000000 | MENARDS-CEDAR FALLS | 14.46 | | | 03/31/21 |
| | | | | | SQUARE,BITS-TRANSFER STAT PROJECT | | | | |
| 1543 | 10/21 AP | 10/19/20 | | 0000000 | CAMPBELL SUPPLY WATERLOO | 75.91 | | | 03/31/21 |
| | | | | | 4 FLT HSS-TRANS.STA.FLOOR REPAIR PROJECT | | | | |
| 1543 | 10/21 AP | 10/14/20 | | 0000000 | CAMPBELL SUPPLY WATERLOO | 87.00 | | | 03/31/21 |
| | | | | | SLUGGER CUTTER FOR TRANS STATION FLOOR PROJECT | | | | |
| | | | | | ACCOUNT TOTAL | 257.33 | .00 | 257.33 | |
| 551-6685-436.72-17 | | | | | | | | | |
| 1501 | 10/21 AP | 03/08/21 | | 0000000 | OPERATING SUPPLIES / UNIFORMS SERVICEWEAR APPAREL, INC. | 21.17 | | | 03/31/21 |
| | | | | | MIKE RAVN UNIFORMS | | | | |
| | | | | | ACCOUNT TOTAL | 21.17 | .00 | 21.17 | |
| 551-6685-436.72-19 | | | | | | | | | |
| 1543 | 10/21 AP | 03/17/21 | | 0000000 | OPERATING SUPPLIES / PRINTING PARKADE PRINTER, INC. | 128.82 | | | 03/31/21 |
| | | | | | STICKER TAGS FOR CARTS REFUSE | | | | |
| 1522 | 10/21 AP | 03/16/21 | | 0000000 | SIGNS BY TOMORROW | 474.00 | | | 03/31/21 |
| | | | | | RECYCLING ROLL OFF SIGNS | | | | |
| 1543 | 10/21 AP | 03/11/21 | | 0000000 | PARKADE PRINTER, INC. | 86.40 | | | 03/31/21 |
| | | | | | BULK TICKETS FOR REFUSE | | | | |
| | | | | | ACCOUNT TOTAL | 689.22 | .00 | 689.22 | |

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|---|--------|------------|----|---------------------|------------------------------|-----------|---------|-----------------|---------|
| FUND 551 REFUSE FUND | | | | | | | | | |
| 551-6685-436.73-01 | | | | 1561 | 10/21 AP 03/23/21 0000000 | 29.90 | | 03/31/21 | |
| | | | | 1522 | 10/21 AP 03/10/21 0000000 | 126.85 | | 03/31/21 | |
| | | | | | WRKLT, PEAK HP, CLAMP, LIGHT | | | | |
| | | | | | ACCOUNT TOTAL | 156.75 | .00 | 156.75 | |
| 551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 551-6685-436.73-05 | | | | 1561 | 10/21 AP 03/23/21 0000000 | 343.17 | | 03/31/21 | |
| | | | | 1522 | 10/21 AP 03/06/21 0000000 | 641.00 | | 03/31/21 | |
| | | | | 1575 | 10/21 AP 02/28/21 0000000 | 472.01 | | 03/31/21 | |
| | | | | | ACCOUNT TOTAL | 1,456.18 | .00 | 1,456.18 | |
| 551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | |
| 551-6685-436.73-06 | | | | 1522 | 10/21 AP 02/26/21 0000000 | 272.50 | | 03/31/21 | |
| | | | | | ACCOUNT TOTAL | 272.50 | .00 | 272.50 | |
| 551-6685-436.86-35 REPAIR & MAINTENANCE / SCALES | | | | | | | | | |
| 551-6685-436.86-35 | | | | 1543 | 10/21 AP 03/22/21 0000000 | 480.00 | | 03/31/21 | |
| | | | | | ACCOUNT TOTAL | 480.00 | .00 | 480.00 | |
| 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN | | | | | | | | | |
| 551-6685-436.87-02 | | | | 1575 | 10/21 AP 03/23/21 0000000 | 550.40 | | 03/31/21 | |
| | | | | 1543 | 10/21 AP 03/14/21 0000000 | 17,500.00 | | 03/31/21 | |
| | | | | 1543 | 10/21 AP 03/13/21 0000000 | 389.94 | | 03/31/21 | |
| | | | | 1543 | 10/21 AP 03/12/21 0000000 | 453.10 | | 03/31/21 | |
| | | | | 1501 | 10/21 AP 02/01/21 0000000 | 63.00 | | 03/31/21 | |
| | | | | | ACCOUNT TOTAL | 18,956.44 | .00 | 18,956.44 | |
| | | | | | FUND TOTAL | 22,870.89 | .00 | 22,870.89 | |

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|---|--------|------------|----|-------|---|-------------------------------|----------|---------|-----------------|----------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | | |
| 552-6655-436.72-01 | | | | | OPERATING SUPPLIES / OPERATING SUPPLIES | | | | | |
| 1552 | | | | 10/21 | AP 03/09/21 0000000 | SAM ANNIS & CO. | 15.75 | | | 03/31/21 |
| | | | | | CNG | | | | | |
| 1552 | | | | 10/21 | AP 03/08/21 0000000 | VAN METER, INC. | 1,425.00 | | | 03/31/21 |
| | | | | | BATTERIES PLC | | | | | |
| ACCOUNT TOTAL | | | | | | | 1,440.75 | .00 | 1,440.75 | |
| 552-6655-436.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | | |
| 552-6655-436.72-16 | | | | | OPERATING SUPPLIES / TOOLS | | | | | |
| 1552 | | | | 10/21 | AP 03/16/21 0000000 | O'DONNELL ACE HARDWARE | 269.99 | | | 03/31/21 |
| | | | | | GREASE GUN KT | | | | | |
| ACCOUNT TOTAL | | | | | | | 269.99 | .00 | 269.99 | |
| 552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | | |
| 552-6655-436.72-60 | | | | | OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | |
| 1552 | | | | 10/21 | AP 03/12/21 0000000 | GRAINGER PARTS | 341.26 | | | 03/31/21 |
| | | | | | EMF METER | | | | | |
| 1552 | | | | 10/21 | AP 03/08/21 0000000 | CAMPBELL SUPPLY WATERLOO | 53.64 | | | 03/31/21 |
| | | | | | SAFETY GLASSES | | | | | |
| 1552 | | | | 10/21 | AP 03/04/21 0000000 | CINTAS FIRST AID & SAFETY | 90.39 | | | 03/31/21 |
| | | | | | FIRST AID KITS | | | | | |
| ACCOUNT TOTAL | | | | | | | 485.29 | .00 | 485.29 | |
| 552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | | |
| 552-6655-436.73-05 | | | | | OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | |
| 1552 | | | | 10/21 | AP 03/03/21 0000000 | GIERKE-ROBINSON COMPANY, INC. | 28.56 | | | 03/31/21 |
| | | | | | GASKET HYDRO | | | | | |
| ACCOUNT TOTAL | | | | | | | 28.56 | .00 | 28.56 | |
| 552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR | | | | | | | | | | |
| 552-6655-436.73-06 | | | | | OTHER SUPPLIES / BUILDING REPAIR | | | | | |
| 1552 | | | | 10/21 | AP 03/16/21 0000000 | PLUMB TECH INC. | 80.00 | | | 03/31/21 |
| | | | | | WATER LINE REPAIR | | | | | |
| 1552 | | | | 10/21 | AP 03/10/21 0000000 | BENTON'S SAND & GRAVEL, INC. | 3,313.83 | | | 03/31/21 |
| | | | | | WATERLINE REPAIR | | | | | |
| ACCOUNT TOTAL | | | | | | | 3,393.83 | .00 | 3,393.83 | |
| 552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL | | | | | | | | | | |
| 552-6655-436.73-27 | | | | | OTHER SUPPLIES / IOWA ONE CALL | | | | | |
| 1561 | | | | 10/21 | AP 03/19/21 0000000 | IOWA ONE CALL | 65.70 | | | 03/31/21 |
| | | | | | IOWA ONE CALLS FEB 21 | | | | | |
| ACCOUNT TOTAL | | | | | | | 65.70 | .00 | 65.70 | |

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|--|--------|------------|----|---------------------|---------------------------------------|-----------|----------|-----------------|----------|
| | | | | DATE | NUMBER | | | | ---- |
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6655-436.86-12 | | | | | REPAIR & MAINTENANCE / TOWELS | | | | |
| 1552 | | | | 10/21 AP 03/22/21 | 0000000 CITY LAUNDERING CO. | 38.75 | | | 03/31/21 |
| | | | | | RUGS AND TOWELS | | | | |
| 1552 | | | | 10/21 AP 03/08/21 | 0000000 CITY LAUNDERING CO. | 38.75 | | | 03/31/21 |
| | | | | | RUGS AND TOWELS | | | | |
| | | | | | ACCOUNT TOTAL | 77.50 | .00 | 77.50 | |
| 552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS | | | | | | | | | |
| 1552 | | | | 10/21 AP 03/23/21 | 0000000 WESTECH ENGINEERING INC. | 90,206.00 | | | 03/31/21 |
| | | | | | FIRST STAGE TF ARM | | | | |
| | | | | | ACCOUNT TOTAL | 90,206.00 | .00 | 90,206.00 | |
| 552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB | | | | | | | | | |
| 1552 | | | | 10/21 AP 03/16/21 | 0000000 MIDLAND SCIENTIFIC, INC. | 82.11 | | | 03/31/21 |
| | | | | | LAB SUPPLIES | | | | |
| 1552 | | | | 10/21 AP 03/12/21 | 0000000 MIDLAND SCIENTIFIC, INC. | 22.53 | | | 03/31/21 |
| | | | | | LAB SUPPLIES | | | | |
| | | | | | ACCOUNT TOTAL | 104.64 | .00 | 104.64 | |
| 552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES | | | | | | | | | |
| 1520 | | | | 10/21 AP 12/02/20 | 0000000 SCHEELS ALL SPORTS | 99.99 | | | 03/31/21 |
| | | | | | SAFETY SHOES-P TOMETICH PO 56554 | | | | |
| | | | | | ACCOUNT TOTAL | 99.99 | .00 | 99.99 | |
| 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT | | | | | | | | | |
| 1552 | | | | 10/21 AP 03/11/21 | 0000000 HUTCHESON ENGINEERING PRODUCT | 3,330.07 | | | 03/31/21 |
| | | | | | PUMP REPAIR KIT | | | | |
| 1552 | | | | 10/21 AP 03/11/21 | 0000000 VAN METER, INC. | 2,476.90 | | | 03/31/21 |
| | | | | | PLC BATTERIES | | | | |
| 1552 | | | | 10/21 AP 03/11/21 | 0000000 VAN METER, INC. | | 1,068.75 | | 03/31/21 |
| | | | | | RETURN BATTERIES | | | | |
| 1552 | | | | 10/21 AP 03/10/21 | 0000000 MENARDS-CEDAR FALLS | 179.98 | | | 03/31/21 |
| | | | | | DEHUMIDIFIER | | | | |
| 1552 | | | | 10/21 AP 03/09/21 | 0000000 O'DONNELL ACE HARDWARE | 29.14 | | | 03/31/21 |
| | | | | | COUPLINGS, BUSHINGS | | | | |
| 1575 | | | | 10/21 AP 02/28/21 | 0000000 NAPA AUTO PARTS | 50.08 | | | 03/31/21 |
| | | | | | PARTS & EXPENSES FEB'21 | | | | |
| 1552 | | | | 10/21 AP 02/24/21 | 0000000 GRAINGER PARTS | 2,402.58 | | | 03/31/21 |
| | | | | | SUMP/PARTS | | | | |
| | | | | | ACCOUNT TOTAL | 8,468.75 | 1,068.75 | 7,400.00 | |

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|------------------------------|--------|------------|----|---------------------------|---------|---|------------|----------|----------------------------|
| FUND 552 SEWER RENTAL FUND | | | | | | | | | |
| 552-6665-1552 | | 436.73-06 | | 10/21 AP 03/17/21 | 0000000 | OTHER SUPPLIES / BUILDING REPAIR O'DONNELL ACE HARDWARE CONCRETE PATCH | 24.99 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 24.99 | .00 | 24.99 |
| 552-6665-1552 | | 436.73-36 | | 10/21 AP 03/08/21 | 0000000 | OTHER SUPPLIES / SAN. LIFT STATION SUPP. MENARDS-CEDAR FALLS LIME AWAY, ADAPTERS, WATER, VALVES | 77.84 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 77.84 | .00 | 77.84 |
| 552-6665-1552 | | 436.86-29 | | 10/21 AP 03/15/21 | 0000000 | REPAIR & MAINTENANCE / LAB & TESTING TESTAMERICA LABORATORIES, INC TESTING | 411.98 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 411.98 | .00 | 411.98 |
| FUND TOTAL | | | | | | | 105,155.81 | 1,068.75 | 104,087.06 |
| FUND 553 2004 SEWER BOND | | | | | | | | | |
| FUND 555 STORM WATER UTILITY | | | | | | | | | |
| 555-6630-1575 | | 432.73-34 | | 10/21 AP 03/19/21 | 0000000 | OTHER SUPPLIES / STORM SEWERS BENTON'S READY MIX CONCRETE, CONCRETE FOR NEW BARREL STRUCTURE 1009 COLLEGE ST | 411.13 | | 03/31/21 |
| 555-6630-1575 | | 432.73-34 | | 10/21 AP 03/18/21 | 0000000 | BENTON'S READY MIX CONCRETE, CONCRETE FOR NEW BARREL STRUCTURE 1009 COLLEGE ST | 485.88 | | 03/31/21 |
| 555-6630-1522 | | 432.73-34 | | 10/21 AP 03/11/21 | 0000000 | MENARDS-CEDAR FALLS TILE TAPE FOR TERRACE DR TILE REPAIR | 11.78 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 908.79 | .00 | 908.79 |
| 555-6630-1568 | | 432.83-06 | | 09/21 AP 10/19/20 | 0135677 | TRANSPORTATION&EDUCATION / EDUCATION WATERLOO, CITY OF VOID CHECK-EVENT CANCELED 2021 HOME SHOW | | 208.33 | 03/29/21 |
| ACCOUNT TOTAL | | | | | | | .00 | 208.33 | 208.33- |
| 555-6630-1537 | | 432.92-01 | | 10/21 AP 03/09/21 | 0000000 | STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS AECOM TECHNICAL SERVICES, INC 3215-OLIVE ST BOX CULVERT 02/06/21-03/05/21 PROJECT#: 023215 | 3,648.35 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | | 3,648.35 | .00 | 3,648.35 |

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|---|--------|------------|----|-----------------------------------|--------|--------------------------|-----------|---------|----------------------------|
| FUND 555 STORM WATER UTILITY | | | | | | | | | |
| FUND TOTAL | | | | | | | 4,557.14 | 208.33 | 4,348.81 |
| FUND 570 SEWER ASSESSMENT | | | | | | | | | |
| FUND 606 DATA PROCESSING FUND | | | | | | | | | |
| 606-1078-441.71-01 | | | | OFFICE SUPPLIES / OFFICE SUPPLIES | | | | | 03/31/21 |
| 1542 | | | | 10/21 AP 03/18/21 0000000 | | KOCH OFFICE GROUP | 152.28 | | |
| | | | | MICR TONER | | | | | |
| ACCOUNT TOTAL | | | | | | | 152.28 | .00 | 152.28 |
| 606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES | | | | | | | | | |
| 1520 | | | | 10/21 AP 03/01/21 0000000 | | IP PATHWAYS, LLC | 3,870.00 | | 03/31/21 |
| | | | | NETWORK MONITORING | | ANNUAL BILLING | | | |
| ACCOUNT TOTAL | | | | | | | 3,870.00 | .00 | 3,870.00 |
| 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT | | | | | | | | | |
| 1542 | | | | 10/21 AP 03/22/21 0000000 | | GORDON FLESCH COMPANY | 1,083.25 | | 03/31/21 |
| | | | | COPIERS/24629-MPS01/APR21 | | 3/22-4/21/21 | | | |
| ACCOUNT TOTAL | | | | | | | 1,083.25 | .00 | 1,083.25 |
| 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS | | | | | | | | | |
| 1520 | | | | 10/21 AP 02/09/21 0000000 | | TRANSOFT SOLUTIONS, INC. | 500.00 | | 03/31/21 |
| | | | | ANNUAL AUTO TURN MAINT. | | 4/1/21-3/31/22 | | | |
| 1568 | | | | 09/21 AP 02/02/21 0136489 | | WHEN TO WORK INC | | 720.00 | 03/29/21 |
| | | | | VOID CHECK-LOST | | SCHEDULING SOFTWARE | | | |
| ACCOUNT TOTAL | | | | | | | 500.00 | 720.00 | 220.00- |
| 606-1078-441.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | | |
| 1520 | | | | 10/21 AP 03/17/21 0000000 | | KELTEK INCORPORATED | 6,604.01 | | 03/31/21 |
| | | | | MDC REPLACEMENT FY21 | | | | | |
| 1520 | | | | 10/21 AP 03/12/21 0000000 | | KELTEK INCORPORATED | 6,604.01 | | 03/31/21 |
| | | | | MDC REPLACEMENT FY21 | | | | | |
| 1520 | | | | 10/21 AP 02/23/21 0000000 | | STRICTLY TECHNOLOGY, LLC | 1,375.00 | | 03/31/21 |
| | | | | PSS SWITCH-10 GB | | | | | |
| ACCOUNT TOTAL | | | | | | | 14,583.02 | .00 | 14,583.02 |
| FUND TOTAL | | | | | | | 20,188.55 | 720.00 | 19,468.55 |

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|--|-----|-------|------|-------------|---------------------|------------------------------|-----------|---------|----------|
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | BALANCE |
| | | | | | | | | | POST DT |
| FUND 680 HEALTH INSURANCE FUND | | | | | | | | | |
| FUND 681 HEALTH SEVERANCE | | | | | | | | | |
| FUND 682 HEALTH INSURANCE - FIRE | | | | | | | | | |
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | | |
| 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL | | | | | | | | | |
| 1575 | | | | 10/21 | AP 03/24/21 0000000 | DICK'S PETROLEUM COMPANY | 574.50 | | 03/31/21 |
| | | | | | | REPAIRED SLOW PUMP | | | |
| | | | | | | OPERATION AT BLUFF ST | | | |
| 1561 | | | | 10/21 | AP 03/19/21 0000000 | BLACK HAWK RENTAL | 95.68 | | 03/31/21 |
| | | | | | | PROPANE REFILL | | | |
| 1522 | | | | 10/21 | AP 03/16/21 0000000 | CONSOLIDATED ENERGY COMPANY | 598.90 | | 03/31/21 |
| | | | | | | GASOHOL-GREENWOOD CEMETRY | | | |
| 1522 | | | | 10/21 | AP 03/15/21 0000000 | DICK'S PETROLEUM COMPANY | 239.50 | | 03/31/21 |
| | | | | | | ADJUSTED PUMPS TO PREVENT | | | |
| | | | | | | SLOW FUELING | | | |
| 1561 | | | | 10/21 | AP 03/10/21 0000000 | CONSOLIDATED ENERGY COMPANY | 597.24 | | 03/31/21 |
| | | | | | | DEF FLUID | | | |
| 1561 | | | | 10/21 | AP 03/03/21 0000000 | BLACK HAWK RENTAL | | 26.00 | 03/31/21 |
| | | | | | | CREDIT FOR INVOICE 57-00 | | | |
| 1501 | | | | 10/21 | AP 02/28/21 0000000 | AIRGAS USA, LLC | 60.95 | | 03/31/21 |
| | | | | | | WELDING GAS | | | |
| 1575 | | | | 10/21 | AP 02/28/21 0000000 | NAPA AUTO PARTS | 3,852.36 | | 03/31/21 |
| | | | | | | PARTS & EXPENSES FEB'21 | | | |
| | | | | | | ACCOUNT TOTAL | 6,019.13 | 26.00 | 5,993.13 |
| 685-6698-446.72-16 OPERATING SUPPLIES / TOOLS | | | | | | | | | |
| 1575 | | | | 10/21 | AP 02/28/21 0000000 | NAPA AUTO PARTS | 1,582.34 | | 03/31/21 |
| | | | | | | PARTS & EXPENSES FEB'21 | | | |
| | | | | | | ACCOUNT TOTAL | 1,582.34 | .00 | 1,582.34 |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | | | | |
| 1575 | | | | 10/21 | AP 03/25/21 0000000 | POLK'S LOCK SERVICE, INC. | 16.00 | | 03/31/21 |
| | | | | | | SPARE KEYS 2406 AND 2405 | | | |
| 1575 | | | | 10/21 | AP 03/17/21 0000000 | AIRGAS USA, LLC | 35.62 | | 03/31/21 |
| | | | | | | WELDING WIRE | | | |
| 1561 | | | | 10/21 | AP 03/16/21 0000000 | WATEROUS COMPANY | 893.97 | | 03/31/21 |
| | | | | | | SEAL INSTALLER | | | |
| 1561 | | | | 10/21 | AP 03/12/21 0000000 | LAWSON PRODUCTS, INC. | 30.74 | | 03/31/21 |
| | | | | | | GRINDING WHEEL | | | |
| 1501 | | | | 10/21 | AP 03/11/21 0000000 | C & C WELDING & SANDBLASTING | 275.18 | | 03/31/21 |
| | | | | | | TARP BRACKETS #278 | | | |
| 1522 | | | | 10/21 | AP 03/10/21 0000000 | MENARDS-CEDAR FALLS | 71.20 | | 03/31/21 |
| | | | | | | SAND BLASTING CRYSTALS | | | |
| 1522 | | | | 10/21 | AP 03/10/21 0000000 | WATEROUS COMPANY | 892.02 | | 03/31/21 |
| | | | | | | MECHANICAL PUMP SEAL | | | |
| | | | | | | #FD511 | | | |
| 1575 | | | | 10/21 | AP 02/28/21 0000000 | NAPA AUTO PARTS | 42,378.18 | | 03/31/21 |
| | | | | | | PARTS & EXPENSES FEB'21 | | | |
| 1561 | | | | 10/21 | AP 02/19/21 0000000 | BLACK HAWK RENTAL | | 2.50 | 03/31/21 |
| | | | | | | CREDIT FOR INVOICE N/A-01 | | | |

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|--|--------|------------|----|---------------------------|--|------------|---------|-------------------------|
| FUND 685 VEHICLE MAINTENANCE FUND | | | | | | | | |
| 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES | | | | | | continued | | |
| ACCOUNT TOTAL | | | | | | 44,592.91 | 2.50 | 44,590.41 |
| 685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS | | | | | | | | |
| 1561 | | | | 10/21 AP 03/25/21 0000000 | CITY LAUNDERING CO. SHOP TOWELS | 35.00 | | 03/31/21 |
| 1522 | | | | 10/21 AP 03/11/21 0000000 | CITY LAUNDERING CO. SHOP TOWELS | 35.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | 70.00 | .00 | 70.00 |
| 685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS | | | | | | | | |
| 1575 | | | | 10/21 AP 02/28/21 0000000 | NAPA AUTO PARTS PARTS & EXPENSES FEB'21 | 538.11 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | 538.11 | .00 | 538.11 |
| 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY | | | | | | | | |
| 1501 | | | | 10/21 AP 02/13/21 0000000 | RASMUSSEN CO., THE TOWED TRUCK TO PW #262 | 312.50 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | 312.50 | .00 | 312.50 |
| 685-6698-446.93-01 EQUIPMENT / EQUIPMENT | | | | | | | | |
| 1561 | | | | 10/21 AP 03/24/21 0000000 | SIGNS BY TOMORROW | 1,368.00 | | 03/31/21 |
| 1543 | | | | 10/21 AP 03/22/21 0000000 | PD STRIPING #19 AND #15 KELTEK INCORPORATED VM00618 | 17,959.27 | | 03/31/21 |
| 1543 | | | | 10/21 AP 03/17/21 0000000 | PD15 UPFITTING COST KELTEK INCORPORATED VM00618 | 18,198.67 | | 03/31/21 |
| 1543 | | | | 10/21 AP 03/12/21 0000000 | PD19 UPFITTING COST KELTEK INCORPORATED VM00616 | 18,207.63 | | 03/31/21 |
| 1561 | | | | 10/21 AP 03/09/21 0000000 | PD21 UPFITTING COST SQUADCARS VM00617 | 671.50 | | 03/31/21 |
| 1561 | | | | 10/21 AP 02/08/21 0000000 | PD STRIPING #21 VM00617 KUSTOM SIGNALS, INC. SQUADCARS VM00618 | 236.00 | | 03/31/21 |
| 1561 | | | | 10/21 AP 02/02/21 0000000 | RADAR CABLES FOR NEW KUSTOM SIGNALS, INC. SQUADCARS VM00616 VM00617 | 333.00 | | 03/31/21 |
| ACCOUNT TOTAL | | | | | | 56,974.07 | .00 | 56,974.07 |
| FUND TOTAL | | | | | | 110,089.06 | 28.50 | 110,060.56 |

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|--------------|--------------|---------------|----|-------------------------------|---------|---------------------------------|------------|----------|-------------------------------|
| 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 | | | |
| | 1520 | | | 10/21 AP 03/04/21 | 0000000 | ARTHUR J. GALLAGHER RISK MGMT | 37,080.00 | | 03/31/21 |
| | | | | | | ANNUAL BROKER FEE | | | |
| | | | | | | EFFECTIVE DATE 3/1/21 | | | |
| | | | | | | ACCOUNT TOTAL | 37,080.00 | .00 | 37,080.00 |
| | | | | | | FUND TOTAL | 37,080.00 | .00 | 37,080.00 |
| 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 | 638,305.20 | 3,308.39 | 634,996.81 |